

AGENDA

Committee on Ways and Means AGENDA FOR FEBRUARY 28, 2022 AT 4:30 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Council Member Spadafore, Chairperson
Council Member Garza, Vice Chairperson
Council Member Wood, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. January 24, 2022
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Discussion/Action:**
 - B. RESOLUTION - Grant Acceptance; LPD Justice Assistance Grant
 - C. RESOLUTION - Non-Resident Tennis Fee Increase
 - D. Place on File - Sole Source Purchase; Finance Department request for Plante Moran as the vendor for the purchase of consulting services for assistance with Federal E Filings and Print/Mail Service
6. **Other**
7. **Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



MINUTES
Committee on Ways and Means
Monday, January 24, 2022 @ 5:30 p.m.
City Council Conference Room

CALL TO ORDER

The meeting was called to order at 5:30 p.m.

PRESENT

Council Member Peter Spadafore, Chair
Council Member Jeremy Garza, Vice Chair
Council Member Carol Wood, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Lisa Hagen, OCA
Jim Smiertka, OCA
Joseph Abood, OCA
Eric Brewer, Council Internal Auditor

Minutes

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM DECEMBER 20, 2021 AS PRESENTED. MOTION CARRIED 3-0.

Public Comment

No public comment at this time; no public present.

Discussion/Action:

Council Member Garza asked a new time for the Committee of 4:30 p.m. and Council Member Spadafore confirmed the new time of 4:30 p.m.

DISCUSSION – 2022 Council and Internal Auditor Proposed Budget

Mr. Brewer highlighted the spreadsheets with adjustments to all Council Members line item budget to \$1,500. In addition he stated the miscellaneous operating was increased by \$5,000. Lastly Mr. Brewer noted there was a large increase of salaries for Internal Auditor explaining in an average over the last 3 years the position was vacant or filled for only 6 months.

Council Member Spadafore asked if Council Member Dunbar spent all her funds, and it was confirmed they were not and therefore \$300 placed in miscellaneous.

DRAFT

Council Members Wood and Garza had no comments. Council Member Spadafore passed the gavel.

Council Member Spadafore stated there are a number of maintenance costs and quotes that the Administration has not provided to the City Council as of this meeting, but due to recent quotes and the need for upgrades in the Council offices he proposed adding \$50,000 to miscellaneous to bring the total to \$75,000. This would be for security and maintenance to the City Council offices.

MOTION BY PETER TO AMEND THE CITY COUNCIL BUDGET TO REFLECT THAT.

Council Member Wood noted this amount is highly unusual however this is the first time in her tenure it was the first time Council was charged for painting of an office and regular upkeep of the building.

MOTION CARRIED TO AMEND THE BUDGET TO INCREASE THE MISCELLANEOUS BY \$50,000.

Council Member Wood noted that part of the Elected Officers Compensation Package for Council Members does include offices for elected officials.

Mr. Brewer stated he will update the document.

DISCUSSION – City Attorney Update on Settlement; Arnold v City of Lansing

Council Member Spadafore noted that OCA did confirm that since this has been settled it does not need to be a closed session.

Mr. Abood confirmed that statement and then highlighted the settlement for \$37,500 for a vehicular accident. The case has been dismissed and complete with the courts.

Council Member Garza asked about typical lawsuits.

OTHER

No other discussion.

ADJOURN

Adjourned at 5:43 p.m.

Submitted by,

Sherrie Boak, Council Office Manager

Lansing City Council

Approved by the Committee _____



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 2/14/2022

GRANT NAME: Byrne Justice Assistance Grant (JAG) 2021

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.Mcclure@lansingmi.gov 483-4808)

APPLICATION DATE August 2021 AWARD DATE: 10/12/2021

GRANT CYCLE: 10/1/2020 - 9/30/2024 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$124,318 (Breakdown below should total this amount)

GOODS & SERVICES \$110,644

PERSONNEL

CONSTRUCTION \$0.00

LAND \$0.00

OTHER \$13,674 (Goes to sub-recipient Ingham County)

CITY MATCH (IF APPLICABLE): \$0.00

GRANT PAYS FOR: The LPD will utilize its share of the JAG grant to purchase 1) cell phone forensic software and device – \$84,000 and 2) a speed radar trailer -\$26,644. Ingham County Sheriffs' Office is committed to using their portion of the funds to purchase body worn cameras.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

The purpose of the BJA FY21 Byrne Memorial Justice Assistance Grant Program is to assist state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

In general, JAG funds awarded to a unit of local government under the FY 2021 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas: • Law enforcement programs • Prosecution and court programs • Prevention and education programs • Corrections and community corrections programs • Drug treatment and enforcement programs • Planning, evaluation, and technology improvement programs • Crime victim and witness programs (other than compensation) 6 • Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

✓ Award Letter

October 12, 2021

Dear Robert Backus,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LANSING, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$124,318.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law.

Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered

- species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

LANSING, CITY OF

DUNS Number

069835882

UEI

—

Street 1

124 W MICHIGAN AVE (FL 8)

Street 2

—

City

State/U.S. Territory

Zip/Postal Code

48933

Country

United States

County/Parish

Province

**Award Details****Federal Award Date**

10/12/21

Award Type

Initial

Award Number

15PBJA-21-GG-01584-JAGX

Supplement Number

00

Federal Award Amount

\$124,318.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title**Awarding Agency**

2021 BJA FY 21 Edward Byrne Memorial
Justice Assistance Grant (JAG) Program -
Local Solicitation

OJP

Program Office

Application Number

BJA

GRANT13426212

Grant Manager Name Phone Number

202-307-0863

Lesley Walker

E-mail Address

Lesley.Walker@usdoj.gov

Project Title

Lansing Police Department Crime Prevention Strategies and Digital Forensics Project.
Ingham County Body Word Camera Expansion

**Performance Period
Start Date**

10/01/2020

**Performance Period End
Date**

09/30/2024

**Budget Period Start
Date**

10/01/2020

Budget Period End Date

09/30/2024

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training,

personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

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Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

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Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and

email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

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Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

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Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

 38**Protection of human research subjects**

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

 39**Confidentiality of data**

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

 40**Law enforcement task forces - required training**

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

 41**Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

 42**"Methods of Administration" - monitoring compliance with civil rights laws and**

nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

47

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award

must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

48

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)



I have read and understand the information presented in this section of the Federal Award Instrument.

> **Award Acceptance**

NOV 04 2021

GMS APPLICATION NUMBER Local JAG Grant 13426212

Ingham County Clerk R.L. Burt

CONTRACT NO. _____

**2021 BYRNE ANNUAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LANSING
AND COUNTY OF INGHAM, MICHIGAN**

**THE STATE OF MICHIGAN)
COUNTY OF INGHAM)**

KNOW ALL BY THESE PRESENTS:

This Agreement is made and entered into this 27th day of August, 2021, by and between the COUNTY of Ingham, Michigan, acting by and through its governing body, the Ingham County Board of Commissioners, hereinafter referred to as "COUNTY", and the City of Lansing, Michigan, acting by and through its chief executive, hereinafter referred to as "LANSING", all of Ingham County, State of Michigan, witnesseth:

WHEREAS, this Agreement is made pursuant to application by the parties for an Edward Byrne Memorial Annual Justice Assistance Grant (JAG), FY2021 Local Solicitation, provided by the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and

WHEREAS, all governing bodies, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, all governing bodies acknowledge that each are eligible for disparate certification allocations, and

WHEREAS, "LANSING" shall act as principal and shall implement, monitor and account for project expenditures, and shall be a joint recipient of the one-hundred twenty four thousand, three hundred eighteen /00 dollars (\$124,318.00) award, and said amount will be apportioned between the parties as follows: \$110,644 designated for "LANSING" and \$13,674 designated for "COUNTY".

WHEREAS, all governing bodies find that the performance of this Agreement is in the best interest of the parties, that the undertaking will benefit the public, and that the costs allocations shall fairly compensate the performing party for the services or functions under this Agreement, and

GMS APPLICATION NUMBER 2020-H8927-MI-DJ

WHEREAS, "LANSING" and "COUNTY" believe it to be in their best interests to allocate the annual JAG Funds in the manner as set forth in this Memorandum of Understanding,

NOW THEREFORE, "LANSING" and "COUNTY" agree as follows:

Section 1.

"LANSING" agrees to establish a trust fund into which JAG Funds shall be deposited. The fund may or may not be an interest bearing account.

Section 2.

"LANSING" received an identified distribution totaling of \$124,318.00 of JAG funds.

Section 3.

"LANSING" agrees to use the \$110,644.00 for the purchase iOS phone analytic software and traffic monitoring equipment (speed trailer).

Section 4.

"COUNTY" received an identified distribution totaling of \$13,674.00 of JAG funds.

Section 5.

"COUNTY" agrees to use the \$13,674 for purchase of a Body Worn Cameras and related equipment. "COUNTY" shall abide by the "LANSING" Purchasing Rules and provide verification of expenditures upon request.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against "LANSING," or "COUNTY".

Section 7.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

GMS APPLICATION NUMBER 2020-H8927-MI-DJ

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Lansing, Michigan

Signed:



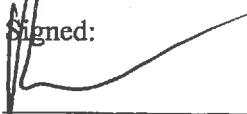
Date:

9-1-21

Andy Schor,
Mayor of the City of Lansing

COUNTY OF Ingham, Michigan

Signed:



Date:

11/3/2021

Bryan Crenshaw, Chairperson,
Board of Commissioners, Ingham County

APPROVED AS TO FORM BY LEGAL COUNSEL
FOR THE COUNTY OF INGHAM:

By:



10/1/2021

Print Name: Timothy M. Perrone

COUNTY OF INGHAM
INGHAM COUNTY SHERIFF'S OFFICE

Signed:



Date:

Scott Wriggelsworth, Sheriff,
Ingham County

GMS APPLICATION NUMBER 2020-H8927-MI-DJ

APPROVED AS TO FORM BY LEGAL COUNSEL
FOR CITY OF LANSING:

By:  8/30/21
Jim Smietka, City Attorney

CITY OF LANSING
LANSING POLICE DEPARTMENT
Signed:

Date: 8/27/2021


Ellery Sosebee
Interim Chief of Police

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN INTERLOCAL AGREEMENT WITH THE CITY OF LANSING
FOR THE 2021 LOCAL JAG GRANT**

RESOLUTION #21 – 474

WHEREAS, the City of Lansing Police Department and the Ingham County Sheriff's Office were allocated \$124,318 from the 2021 Local JAG grant from the Department of Justice; and

WHEREAS, the City of Lansing is the fiduciary of this grant; and

WHEREAS, the Ingham County Sheriff's Office portion allocated from this grant is \$13,674; and

WHEREAS, as part of the application process to receive this funding from the 2021 Local JAG grant, the Ingham County Sheriff's Office must enter into an interlocal agreement with the City of Lansing allowing for disbursement of allocated funds to both government police agencies; and

WHEREAS, the portion allocated for the Ingham County Sheriff's Office will be spent on the purchase of Axon body worn cameras, equipment, and licenses.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an interlocal agreement between Ingham County and the City of Lansing to accept the \$124,318 allocated portion of the 2021 Local JAG grant for the time period of October 2021 through September 2024.

BE IT FURTHER RESOLVED, that the Lansing Police Department will allocate from this grant \$13,674 to the Ingham County Sheriff's Office for the purchase of Axon body worn cameras, equipment, and licenses.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the 2021-2024 Sheriff's Office budgets consistent with this resolution.

BE IT FURTHER RESOLVED that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary contract documents that are consistent with this resolution and approved as to form by the County Attorney.

LAW & COURTS: Yeas: Polsdofer, Trubac, Celentino, Crenshaw, Peña, Schafer
Nays: None **Absent:** Graham **Approved 09/16/2021**

FINANCE: Yeas: Grebner, Tennis, Crenshaw, Polsdofer, Stivers, Schafer, Maiville
Nays: None **Absent:** None **Approved 09/22/2021**

COHL, STOKER & TOSKEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL AVENUE
LANSING, MICHIGAN 48933
(313) 372-9000



SHAREHOLDERS
PETER A. COHL
DAVID G. STOKER
BONNIE G. TOSKEY
ROBERT D. TOWNSEND
TIMOTHY M. PERRONE
MATTIS D. NORDEJORD
GORDON J. LOVE

ASSOCIATES
COURTNEY A. GABBARA
SARAH K. OSBURN
CHRISTIAN K. MULLETT
DONALD J. KULHANEK

OF COUNSEL
RICHARD D McNULTY

October 1, 2021

Capt. Andrew Daenzer
Ingham County Sheriff's Office
630 N. Cedar Ave.
Mason, MI 48854

Via Email

Re: 2021 Byrne Annual Justice Assistance Grant (JAG) Program Award Interlocal Agreement with
City of Lansing

Dear Capt. Daenzer:

Attached is a copy of the 2021 Byrne Annual Justice Assistance Grant (JAG) Program Award Interlocal Agreement between the County and the City of Lansing. Under the attached Agreement, it is agreed that the City of Lansing shall act as the fiduciary agent and as the principal responsible for implementing monetary and accounting for JAG funds received pursuant to an application submitted jointly by the City of Lansing and the County for the Sheriff's Office for an Edward Byrne Memorial Annual Justice Assistance Grant (JAG) FY 2021 Local Solicitation.

The total amount of the JAG Award is \$124,318.00, of which the County shall receive, on behalf of the Sheriff's Office, the sum of \$13,674.00, and the City of Lansing on behalf of the Lansing Police Department the sum of \$110,644.00. The City will be responsible for establishing a trust fund into which the JAG funds shall be deposited and pay out such sums to the City for its Police Department and the County for the Sheriff's Office as authorized in the JAG Agreement. The County shall apply the funds it receives for the purchase of body-worn cameras and related equipment.

The County Board of Commissioners authorized the attached Agreement in **Resolution No. 21-474**. A copy of this Resolution is attached.

If the attached Agreement is satisfactory, you may after printing off copies thereof, proceed to obtain the signatures necessary for execution. When the Agreement copies have been fully signed, please e-mail a copy to my office for insertion into our electronic file.

In compliance with Resolution No. 19-169 passed April 30, 2019, all Agreements must be executed in accordance with the County's Contract Procedures.

If you have any questions with regard to the attached Agreement, do not hesitate to contact me.

Sincerely,

COHL, STOKER & TOSKEY, P.C.


Timothy M. Perrone

TMP/gmk
Enclosures

N:\Client\Ingham\Sheriff\Letters\Daenzer\Ltr re 2021 Byrne JAG Interlocal Agr.doc

Draft Resolution #2022-###

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, in August 2021, the Lansing Police Department (LPD) submitted a 100% Federally-funded multi-jurisdiction grant application to the Office of Justice Programs, U.S. Bureau of Justice Assistance for a four-year Justice Assistance Grant (JAG); and

WHEREAS, the JAG grant is a cooperative plan with Ingham County; and

WHEREAS, the LPD JAG application was endorsed by Ingham County, and was accepted by the Bureau of Justice Assistance (award # 15PBJA-21-GG-01584-JAGX); and

WHEREAS, on 10/12/2021, the Bureau of Justice Assistance awarded \$124,318 to be split \$110,644 to the City of Lansing and \$13,674 to the County of Ingham; and

WHEREAS, the federal award of \$124,318 requires no local match from either of the local agencies; and

WHEREAS, the grant period is October 1, 2020 through September 30, 2024; and

WHEREAS, the LPD will utilize its share of the JAG grant to purchase 1) cell phone forensic software and device – \$84,000 and 2) a speed radar trailer -\$26,644; and

WHEREAS, the cell phone forensic software and device will aid LPD in the physical examination of cell phone content in coordination with active investigations; and

WHEREAS, a speed trailer is needed in response to frequent complaints of traffic offenses from the community as well as addressing the pattern of increased speed levels on roadways throughout the city; and

WHEREAS, Ingham County Sheriffs' Office is committed to using their portion of the funds to purchase body worn cameras.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the multi-agency 2021 Justice Assistance Grant in the total amount of \$124,318 split \$110,644 to LPD and \$13,674 to Ingham County (requiring no local match) for the grant period beginning October 1, 2020 and ending September 30, 2024; and

BE IT FINALLY RESOLVED, the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the grant funds.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, fees for services are to be approved by Lansing City Council; and

WHEREAS, administration is submitting non-resident fees for consideration and approval for summer 2022 classes which begin prior to the new fiscal year; and

WHEREAS, the Parks and Recreation Department desires to continue a program of recreational tennis available to residents of Lansing and non-residents of Lansing; and

WHEREAS, the Parks and Recreation Department desires to offer these services at fees that recover the costs of providing these services;

WHEREAS, the new fees proposed are to compensate the Department of Parks and Recreation and offset the costs involved in facilitating youth tennis program;

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council approves the fee schedule as stated below in this resolution, effective on the date of passage of this resolution for Recreation Equipment and Services:

TODD MARTIN YOUTH LEADERSHIP TENNIS PROPOSED FEES:

	<u>Current fee</u>	<u>Proposed fee</u>
Summer Tennis NJTL/QuickStart	\$25/Res; \$30/Non-Res (per week)	\$25/Res; \$35/Non-Res (per week)
Tutoring	\$75/Res; \$110/Non-Res (12 weeks)	\$75/Res; \$130/Non-Res (12 weeks)
Friday Night Tennis (Fall/Winter/Spring)	\$62/Res; \$93/Non-Res (10 weeks)	\$62/Res; \$110/Non-Res (10 weeks)

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: February 3, 2022

SUBJECT: Sole Source Purchase – Plant Moran

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: City of Lansing Finance Department

Vendor: Plante Moran

Item Purchased: Consulting Services for Assistance in Filing Federal E Filing and Printing/Mail Services

Dollar Amount: \$ 15,000.00 from 6503915-743000

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: January 12, 2022
SUBJECT: Sole Source – Plante Moran

The Finance Department requests that Plante Moran be designated as a Sole Source consultant for Assistance in Filings of Federal E Filing and Printing/Mail Service.

Please see the attached letter from Desiree Kirkland regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Plante Moran, in the amount of \$ 15,000.00 per the request of the Finance Department.

Attachment

Date: 1-24-22

Approved X Denied _____

[Signature]
Andy Schor, Mayor



CITY OF LANSING

124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: PLANTE & MORAN PLLC
16060 COLLECTIONS CENTER DR
CHICAGO, IL 60693

PURCHASE ORDER

P.O. NUMBER	P087658
DATE	01/18/22
VENDOR I.D.	V010169
DELIVERY DATE	
FOB	
REQUISITION NO	PR016475
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (248) 352-0018 FAX# (248) 352-0018

Page 1 of 1

DELIVER ITEMS TO:

FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

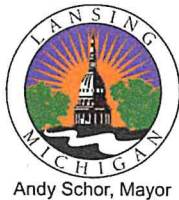
SEND INVOICE TO:

FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	FULL SERVICE WITH FEDERAL E FILING AND PRINT/MAIL SERVICE - TAX YEAR 2021	15,000	LS	1.00	15,000.00
				TAX	0.00
				TOTAL	15,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.



FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

To: Andy Schor, Mayor
Nik Tate, Deputy Mayor

From: Desiree A. Kirkland

Date: January 10, 2022

Subject: Sole Source Procurement 206.05(c)(3): Special Services Or Facilities Are Required–Plante Moran

Please let this memo serve as justification for obtaining a sole source contract with Plante Moran for the period beginning on the "Contract Effective Date" of January 10, 2022 and ending on April 29, 2022. The cost of this agreement is \$15,000.00.

It's that time of the year again when the City is required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056. This year's reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by March 2, 2022. We need to begin preparations now so that we can ensure compliance by the March 2022 filing date.

Plante Moran has specialized knowledge and expertise regarding the City's payroll and finance system, based on their history in assisting the City with filing prior years Forms 1094-C and 1095-C.

I respectfully request that you grant approval for this sole source contract. Please contact me if you have any questions.

HCM FILE – END USER LICENSING AGREEMENT:

CUSTOMER INFORMATION

Contact Name: Jake Brower
Finance Director
Company: City of Lansing
Address: 124 West Michigan Ave.
City/State/Zip: Lansing, MI 48933

Contract Effective Date: 12/1/2021

SERVICE PURCHASED	DESCRIPTION AND FEE STRUCTURE	ANNUAL TOTAL*
Full Service with federal E-Filing and print/mail service – TAX YEAR 2021	See HCM File proposal attached	\$15,000.00

Payment terms and conditions apply to all fees and services rendered.

Customer Agreement and the Subscription Services Terms and Conditions attached constitute the entire agreement between the parties with respect to this order and supersedes all prior communications oral or written. The individual who has signed below has the authority to place this order on behalf of the company identified above and to commit the company to payment of the associated charges.

Plante Moran Group Benefit Advisors II, LLC



BY:

Jonathon Trionfi
Co-President

By: _____
Authorized Customer Signature

Name (printed)

Title



HEALTH COST MANAGER SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions and each Customer Agreement submitted by You (the company identified as the "Customer" on the Customer Agreement) and accepted by Plante Moran Group Benefit Advisors II, LLC ("Us" or "We") constitute the "Agreement" for Your access to the subscription services described on the Customer Agreement(s) ("Subscription Services").

1. Services.

You subscribe to the Subscription Services and We grant to You a non-exclusive, non-transferable, non-assignable license to access and use the Subscription Services solely for Your internal use by Your Users to manage and communicate Your information with Your employees. You are only authorized to access and use the Subscription Services identified on a fully executed Customer Agreement during the Term identified. We may update, enhance, or modify the Subscription Services from time to time to include new features, improve functionality, and address customer feedback without notice. You shall maintain a copy of all computer software applications required to access the Subscription Services on computers owned or operated by You. You will not be entitled to receive a copy of the software used to provide the Subscription Services. We may make available end-user instructions for use and operation of the Subscription Services ("Documentation") electronically or otherwise, and You and the individuals you authorize to access the Subscription Services ("Users") may use the Documentation only in connection with use of the Subscription Services.

2. Reservation of Rights.

All rights granted in this Agreement are a license, not a sale. We reserve all rights not expressly granted in this Agreement. You may not, and will not permit any third party to, copy, modify, adapt, or create derivative works of the Subscription Services or Documentation, remove any copyright or other proprietary rights notices, or disassemble, decompile, decrypt, or reverse engineer, or otherwise attempt to discover or replicate source code for the Subscription Services.

3. Services.

We will make available certain consulting and professional services to You as mutually agreed upon in writing from time to time. We will provide such services pursuant to Our then current rates unless otherwise mutually agreed upon in writing.

4. Login Information.

Each of Your Users will be required to provide password and login identification ("Login Information") in order to access the Subscription Services. You are fully responsible for all uses of the Login Information attributable to You and Your Users. You will (i) protect the confidentiality of all Login Information, (ii) require Login Information for each User; (iii) notify Us of any breach of the confidentiality of any Login Information, and (iv) update and maintain current the Login Information in a manner to notify Us if any individual is no longer authorized to use the Login Information or misuses the Login Information. You will not provide Login Information to any person that is not Your User, employee or contractor. Without liability or limiting any other remedies available to Us, We reserve the right to suspend or terminate access by any User accessing the Subscription Services under user/login rights granted to You if such use represents a breach of the terms and conditions of this Agreement or security risk to Our systems.

5. Your Data.

In order to utilize the Subscription Services as intended, You are responsible to provide information and data for inclusion in the Subscription Services ("Your Data") and as otherwise described in this Agreement. You grant Us the right to copy, transmit and use Your Data in connection with providing the Subscription Services or other services You order. We acknowledge that Your Data constitutes Your Proprietary Information. You grant Us a limited license to access, copy, display, reproduce, and transmit Your Data solely for the purpose of providing the Subscription Services and performing Our obligations under this Agreement, and You represent and warrant that You are authorized to provide Your Data to Us for these purposes. Additionally, We may use the Your Data in an aggregated manner without identifying You or Your employees for purposes of optimizing

the Subscription Services or providing information to Our prospective customers, investors or advisors.

6. Your Obligations.

You represent and warrant that (a) You will provide all information reasonably necessary for Our provision of the Subscription Services and to allow You and Your Users to use the Subscription Services as intended; (b) You and Your Users are authorized to provide all data and information submitted to the Subscription Services and other of Your Data that may be relevant to Us; (c) You shall fully comply, and be and remain in compliance, with all applicable laws, rules and regulations; (d) You and each of Your Users shall be responsible for providing Your own Internet access (including all equipment, software and services required to obtain and maintain such access); and (e) the use of Your Data by Us as contemplated in this Agreement will not infringe the copyrights, patents, trademarks, service marks, trade secrets, confidential information or privacy right of any third party or constitute a defamation, invasion of privacy, or violation of any right of publicity or other third party right. You will use commercially reasonable efforts to implement reasonable physical, technical and administrative safeguards for Your information technology systems as required by law, including without limitation preventing any virus, Trojan horse, worm or other disabling code from being transmitted to or introduced into the Our systems.

7. Fees and Payment.

You will pay Us the fees for the Subscription Services and any other related services as specified on any Customer Agreement that You submit and We accept ("Subscription Fees"). Any services for which the fees are not set forth on a Customer Agreement shall be paid for at Our then-current time and materials rates unless otherwise agreed in writing by the parties. Except as otherwise set forth in a Customer Agreement, all amounts are due 10 days after invoice date and if not paid within thirty days of the invoice date will incur interest at 1.5% per month or the maximum rate under applicable law, if less. You will reimburse Us for out-of-pocket expenses reasonably incurred in rendering any services ordered hereunder, including without limitation, reasonable travel and transportation expenses, lodging, and meals. All amounts are exclusive of all sales, use, withholding, excise, value added, ad valorem or other similar taxes incurred or owed in connection with this Agreement and You shall pay any and all such taxes. You will not be responsible to pay for any taxes based solely on Our income.

8. Warranty; Disclaimer of Warranties.

We warrant to You that the Subscription Services shall materially comply with any specifications or Documentation We provide to You so long as the Subscription Services are used in accordance with the Documentation. We will repair or provide a workaround for any Subscription Services if We receive a written notice from You within the Warranty Period describing the warranty breach. The "Warranty Period" will be through April 1st following the date the applicable Subscription Service is first made available for Your use for production purposes, which We may also describe as the "Go-Live Date". This is Your exclusive remedy and Our sole and complete obligation with respect to the warranty for the Subscription Services. EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SUBSCRIPTION SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SUBSCRIPTION SERVICES. WE DO NOT WARRANT THAT THE SUBSCRIPTION SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. You acknowledge that transmission of information via the Internet is not secure, and third parties out of Our control provide access to and maintain Internet connectivity for You to access and use the Subscription Services. We are not responsible for any interception or corruption of information or data during any transmission over the Internet or any related telecommunications network or at Your network access point. We expressly disclaim any and all liability related to Your use of such telecommunications services and related networks, including without limitation any erroneous transmissions, corruption or loss of data, or inability to access the Subscription Services as a result of telecommunications or Your equipment failure. No information contained in any of the Subscription Services or any process related

thereto constitutes legal or tax advice. You should obtain legal advice to ensure its compliance with laws applicable to its business.

9. Term.

The initial term of this agreement shall be for the period beginning on the "Contract Effective Date" and ending on the following April 31st.

10. Termination.

Either of us may terminate this Agreement (i) if the other commits a material breach of this Agreement that remains uncured thirty (30) days after written notice of such breach is delivered to the other, or (ii) immediately if the other assigns any of its assets to its creditors, or voluntarily or involuntarily petitions for the protection of bankruptcy court. Rights of termination are in addition to any other remedies available to the parties, at law or in equity. Upon any termination or expiration of this Agreement (i) All license rights shall immediately terminate and You and Your Users shall immediately cease use of the Subscription Services and We may immediately terminate You and Your Users access to the Subscription Services; and (ii) Amounts owed shall be immediately due and payable. (iii) Refunded amounts shall be determined on a case-by-case basis. The sections of this Agreement intended to survive shall continue past any termination of this Agreement. Upon Your failure to pay any amounts owed under this Agreement when due or material breach of this Agreement, You agree that, in addition to any other remedies available at law or equity, We may prevent You and Your Users' access to the Subscription Services. We will give You at least fifteen (15) days written notice prior to such suspension or termination. You acknowledge and agree that We will have no liability for any loss of access to the Subscription Services. We may exercise the rights prior to expiration of the thirty (30) day cure period set forth above. Any suspension or termination of access to the Subscription Services will accelerate any minimum amounts owed or fees due under this Agreement.

11. Confidentiality.

Each of us shall protect the non-public proprietary information and trade secrets of the other ("Proprietary Information") with the same standard of protection and care that it uses for its own Proprietary Information, but in no event less than reasonable care and diligence. Except as authorized in this Agreement or otherwise in writing by the disclosing party, neither of us shall disclose, publish, transmit or make available all or any part of such Proprietary Information except in confidence or a need-to-know basis to our own employees and third party contractors who have undertaken a written obligation of protection and confidentiality at least as protective as stated above, and shall not duplicate, transform or reproduce such Proprietary Information except as expressly permitted hereunder. Information will not be considered Proprietary Information to the extent that such information: (a) is already known to the receiving party free of any confidentiality obligation at the time it was obtained; (b) is or becomes publicly known through no wrongful act of the receiving party; (c) is rightfully received from a third party without restriction and without breach of this Agreement; or (d) is required to be disclosed by law or court order. In the event that either party is required by law or court order or regulatory authority to disclose any Proprietary Information, such disclosure may be made only after the other party has been notified and has had a reasonable opportunity to seek a court order or appropriate agreement protecting disclosure of such Proprietary Information. With regard to Trade Secrets, the obligations in this Section shall continue for so long as such information continues to be a Trade Secret. With regard to Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for three (3) years thereafter.

12. Our Indemnity Obligations.

We agree to defend You and pay any and all amounts payable under any final judgment or verdict, or agreed to in a written settlement executed by such, resulting from any third party allegation against You that the Subscription Services directly infringe such third party's U.S. patent, U.S. copyright or U.S. trademark or misappropriate such third party's trade secret. Should Your use of the Subscription Services be determined to have infringed, or if, in Our judgment, such use is likely to be infringing, We may, at Our sole option and discretion: (i) procure for You the right to continue using the Subscription Services, or (ii) replace or modify them to make their use non-infringing while achieving substantially similar results. If neither of the above options is or would be available on a basis that We find commercially reasonable, We may terminate Your

license to the Subscription Services, You will cease using the Subscription Services and We will refund to the You any pre-paid and unused fees paid for such infringing Subscription Services. Our obligations under this section will be subject to Your providing prompt written notice of the claim; giving Us sole control of the defense and settlement of the claim (including selection of counsel); providing information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, making any of Your defenses available to Us. THIS SECTION 12 SETS FORTH YOUR EXCLUSIVE REMEDY AND OUR SOLE AND COMPLETE LIABILITY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION.

13. Your Indemnity Obligations.

In addition to any other obligations of indemnity provided in this Agreement, to the extent allowable by law You agree to indemnify, defend and hold harmless Us, Our affiliates, and Our respective directors, officers, shareholders, employees and agents from and against any claims, actual and direct liabilities or damages, causes of action or injuries, together with costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) any breach of this Agreement or any violation of law by You or Your representatives, or (b) any third party claim related to or that arises in connection with Your use the Subscription Services, except to the extent any such claim is subject to Section 12 or Our development efforts based upon Your Data or direction. Your indemnification obligation, if any is allowable by law, is subject to the following expressed limitations: it does not extend beyond the limitation placed on a municipality to indemnify another pursuant to law; it shall not abrogate nor diminish Your defense of governmental or sovereign immunity against any party, including Us, for claims unrelated to the possession or operation of the Subscription Services; it shall not entitle another party, including Us, to any claim to which the other party would not otherwise be entitled; and it shall not include Our sole negligence.

14. Limitations of Liability.

WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TIME, SAVINGS, DATA, OR GOODWILL, DAMAGES ARISING FROM USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR OTHER PRODUCTS OR SERVICES, OR COST OF REPLACEMENT GOODS OR SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION SERVICES, PRODUCTS, SERVICES OR OTHERWISE RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, EVEN IF SUCH DAMAGES WERE FORESEEABLE. EXCEPT FOR ANY DIRECT DAMAGES FOR BODILY INJURIES OR TANGIBLE PROPERTY DAMAGE PROXIMATELY CAUSED BY US, THE MAXIMUM AGGREGATE LIABILITY OF US IN ALL EVENTS SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID TO US UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST CLAIM.

15. Governing Law; Venue.

You acknowledge and agree that all actions or proceedings arising directly or indirectly, in connection with, out of, related to or from this Agreement shall be litigated, in courts having situs within the United States, state of Michigan, county of Ingham. You consent and submit to the jurisdiction of any such local, state or federal court located within such county.

16. Publicity.

You grant Us a royalty-free, limited, nontransferable (except in connection with an assignment of this Agreement), nonexclusive license during the term of this Agreement to use and display Your logos and trademarks in advertising materials, trade show materials and other literature; provided that We agree to comply with Your written guidelines delivered to Us from time to time. Either You or We may issue an initial press release announcing this relationship within ninety (90) days of execution of the Agreement. The party writing the press release will provide the other with a proposed copy of the press release at least ten (10) days prior to release for review. If the submitting party does not receive written comments within ten (10) days, the press release will be deemed approved. After such initial press release, neither of us will make any public statements or issue any press releases relating to this Agreement without the prior approval of the other.

17. General.

Our relationship with You is as an independent contractor, and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship or to authorize either of our companies to enter into any commitment or agreement binding on the other. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its rules regarding conflict of laws. This Agreement and all rights and obligations may not in any event be assigned in whole or in part by either party without the prior written consent of the other, except our rights and obligations may be assigned without consent to another entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of our voting securities and/or assets. Any attempted assignment in contravention hereof shall be void and of no effect. This Agreement shall be binding upon, and inure to the benefit of the parties, their legal representatives, successors, and assigns as permitted by this Agreement. Except for any payment obligations hereunder, neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by an event outside its reasonable control, including but not limited to, an act of God, war, natural disaster, utility or telecommunications failure, or changes in governmental regulations. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach. No modifications, waivers, additions, or amendments to this Agreement shall be effective unless made in writing expressly references this Agreement and is signed by handwritten signature by duly authorized representatives of the parties. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. All notices required to be given hereunder shall be given in writing and shall be delivered either by hand, by certified mail with proper postage affixed thereto, or by overnight courier addressed to the signatory at the address set forth on the Customer Agreement, or such other person and address as may be designated from time to time in writing. All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.

November 11, 2021

Jake Brower
Finance Director
City of Lansing
124 West Michigan Ave.
Lansing, MI 48933

RE: HCM File Quote – 6055/6056 Reporting Assistance

Dear Mr. Brower:

It's that time of the year again when employers are required to furnish and file Forms 1094-C and 1095-C to remain in compliance with the Affordable Care Act (ACA) reporting requirements as defined by IRS §6055 and §6056.

This year's reporting requires Applicable Large Employers (ALEs) to furnish forms 1094-C and 1095-C by March 1, 2022. We need to begin preparations now so that we can help the City of Lansing comply by the March 1, 2022 (or March 31st if filing electronically) filing date.

Plante Moran Group Benefit Advisors II, LLC (PMGBA) has entered into an End User Licensing Agreement with HCM File to provide the software solution to successfully complete the 1094/1095 filings. The following describes the software solution, HCM File, and the services PMGBA will make available to the City of Lansing for the purpose of satisfying the ALE reporting requirement.

HCM File Process Overview

HCM File is a web and Excel based reporting solution that can be used to aggregate data from various sources (payroll, medical carrier/administrator, benefits administration software, etc.). This data is then used to properly code the forms 1094-C and 1095-C applicable to your organization. The process can be broken down into the following steps:

1. Create a list of full-time employees, retirees, and/or COBRA participants that must furnish a form 1095-C
2. Enter employer information in the HCM File web application
3. Define employee, retiree, and/or COBRA classes in the HCM File web application
4. Collect demographic information for employees, retirees, and/or COBRA participants
5. Collect medical plan coverage data for employees, retirees, and/or COBRA participants (including spouses/dependents for self-insured plans)
6. Populate data into the HCM File Excel spreadsheet
7. Upload HCM File Excel spreadsheet into HCM File web application to produce reporting outputs
8. File and furnish forms 1094-C and 1095-C

HCM File will also provide federal E-Filing as a standard service without additional charges or fees. This includes the processing of all corrections that may be needed. Print/mail fulfillment is included.

Services Provided by PMGBA

We anticipate that the City of Lansing will utilize the HCM File software solution, and PMGBA consultants will provide technical guidance and support with the technology throughout the filing process. Specifically, PMGBA will assist in the following ways:

1. Defining the employee, retiree, and/or COBRA classes needed for the HCM File web application
2. Identifying all data sources necessary to populate HCM File Excel spreadsheet
3. Populating the HCM File Excel spreadsheet
4. Identifying and selecting all applicable safe harbor codes
5. Provide ad hoc compliance research and guidance
6. Provide ad hoc assistance with using both the HCM File web application and HCM File Excel spreadsheet
7. Assist you in completing the filing

Professional Services Fees

As noted in the section above describing the HCM File Overview, this year's fees include federal E-Filing as a standard service inclusive of all corrections. PMGBA's services include both the end user licensing agreement for the HCM File software application and the support services identified above. The initial term of the agreement is twelve (12) months with the expectation that most, if not all, activity will occur from December 2021 – February 2022.

The annual fees for the services described, including print/mail service, are **\$15,000**.

Please return the signed engagement letter prior to November 30, 2021 so that we can ensure completion of all work on a timely basis. Upon receipt we will issue an invoice for the services elected below.

Summary

We are complimented by your continued selection to once again partner with PMGBA for assistance with your reporting requirements under IRS §6055 and §6056. We ask that you please sign both original copies of this letter as well as the end user licensing agreement and return one copy to me, keeping the other for your records. Please feel free to contact me if you have any questions regarding this quote, the HCM File software solution, or the reporting requirements under §6055 and §6056.

Sincerely,



Jonathon Trionfi
PM Group Benefit Advisors II, LLC

Proposal Acceptance

Full Service with federal E-Filing and print/mail service: **\$15,000**

Authorizing Officer

Printed name and title

CITY OF LANSING, MICHIGAN

ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN TO AMEND SECTION 206.05 OF THE CITY OF LANSING CODIFIED ORDINANCES TO PROVIDE FOR SOLE SOURCE PROCUREMENT OF SUPPLIES, SERVICES, OR CONSTRUCTION ITEMS AND SETTING THE CRITERIA FOR SUCH PROCUREMENT

THE CITY OF LANSING ORDAINS:

SECTION ONE: Section 206.05 of Part 2, Title 2, Chapter 206 of the City of Lansing Codified Ordinances is amended to read as follows:

206.05. - Sole source procurement.

- (A) A contract for supplies, services or construction items may be awarded by the Mayor or Director, whoever is applicable, without competitive sealed bids when the Director, HAVING PERFORMED A WRITTEN ANALYSIS WITH FINDINGS PURSUANT TO THIS SECTION, determines, after conducting a good faith review of available sources AND APPLYING THE CRITERIA SET FORTH IN Section 206.05 (C), that there is only one source for supplying the requested supply, service or construction item AND NO OTHER REASONABLE ALTERNATIVE SOURCE EXISTS. The Director, along with a representative from the requesting using agency, shall conduct negotiations as appropriate. The written documentation shall be available for public inspection in the Finance Department.
- (B) The sole source procurement shall be made at the lowest obtainable price and the Mayor OR DIRECTOR shall submit a WRITTEN report, INCLUDING THE ANALYSIS AND FINDINGS REQUIRED IN SECTION 206.05, WITHIN THIRTY DAYS FROM THE DATE the transaction is CONSUMMATED, to the City Clerk and CITY Council identifying sole source procurement contracts equal to or in excess of \$15,000.00 awarded by the City, the name of the firm(S) involved, and the prices the contracts were awarded for.
- (C) THE CRITERIA TO BE FOLLOWED BY THE DIRECTOR IN DETERMINING THAT THERE IS ONLY ONE SOURCE FOR SUPPLYING THE REQUESTED SUPPLY, SERVICE, OR CONSTRUCTION ITEM ARE:
 - (1) SPECIAL FEATURES ARE REQUIRED; OR
 - (2) SPECIAL MARKET CONDITIONS EXIST; OR
 - (3) SPECIAL SERVICES OR FACILITIES ARE REQUIRED; OR
 - (4) THE SOURCE IS UNIQUE OR SPECIAL IN NATURE; OR
 - (5) THE SOURCE IS LIMITED OR PROPRIETARY; OR

- (6) SALES TERRITORIES OR PRODUCT AVAILABILITY WITHIN LIMITED GEOGRAPHICAL BOUNDARIES REQUIRE SOLE SOURCE PROCUREMENT; OR
 - (7) WHERE STANDARDIZATION OR COMPATIBILITY IS THE OVERRIDING CONSIDERATION AND SUCH COMPATIBILITY OR STANDARDIZATION CAN ONLY BE ACHIEVED THROUGH THE PURCHASE OR USE OF A UNIQUE PRODUCT; OR
 - (8) WHERE A PRODUCT OR SERVICE IS SPECIFICALLY IDENTIFIED AS PART OF A GRANT AWARD.
- (D) THIS SECTION IS SUBJECT TO SECTION 206.17., UNAUTHORIZED PURCHASES.

SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules, inconsistent with the provisions hereof are hereby repealed in their entirety and shall be void and of no effect.

SECTION 3. Should any section, clause or phrase of this Ordinance be declared to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 4. This Ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council.



Chris Swope, CMMC/MIMC
Lansing City Clerk

I hereby certify that the foregoing is true
and is a complete copy of the action
adopted by the Lansing City Council.