



**OFFICE OF THE
CHIEF FINANCIAL OFFICER**
Office of Development and Grants

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 1026
Detroit, Michigan 48226

Phone 313•628•1258
Fax 313•224•0542
www.detroitmi.gov

October 17, 2024

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2023 Community Policing Grant

The Michigan Commission on Law Enforcement Standards has awarded the City of Detroit Police Department with the FY 2023 Community Policing Grant for a total of \$326,295.00. There is no match requirement. The total project cost is \$326,295.00.

The objective of the grant is to reduce truancy at two identified Detroit junior high schools. The funding allotted to the department will be utilized to work with 30 students in each of two (2) junior high schools to provide mentoring to reduce truancy and improve academic and social outcomes. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21476.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:
Terri Daniels
4D2BEEE23C8D489...
Terri Daniels
Director of Grants, Office of Development and Grants

CC:
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:
Matthew Spayth
17E14C346551467...
Office of Budget

DocuSigned by:
Cheryl Smith-Williams
B8CAE73E1C57487...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Police Department is requesting authorization to accept a grant of reimbursement from the Michigan Commission on Law Enforcement Standards, in the amount of \$326,295.00, to work with 30 students in each of two (2) junior high schools to provide mentoring to reduce truancy and improve academic and social outcomes; and

WHEREAS, the Law Department has approved the attached agreement as to form; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21476, in the amount of \$326,295.00, for the FY 2023 Community Policing Grant.

2023 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND

GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan Commission on Law Enforcement Standards

hereinafter referred to as the "Commission"

and

Detroit Police Department

(UEI #: HW91D5KJL727)

Recipient Federal ID

Hereinafter referred to as the "Grantee" for

MCOLLES Project Number: DetroitPD5211

I. Period of Agreement:

This Agreement shall commence on the date of the Grantee's signature and will continue through 9/30/2026. No activity will be performed and no costs to the state will be incurred prior to 7/20/2022. Throughout the Agreement, the date of the Grantee's signature will be referred to as the start date. This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This agreement is designated as a subrecipient relationship with the following stipulations:

- A. The total amount of this Agreement is \$326,295.00.
- B. The Commission under the terms of this Agreement, will provide federal pass-through funding not to exceed \$326,295.00.
- C. Assistance Listing Number (formally The Catalog of Federal Domestic Assistance (CFDA #)):21.027.
- D. The Assistance Listing Title is Coronavirus State and Local Fiscal Recovery Funds (SLFRF).
- E. The federal agency name is U.S. Department of Treasury
- F. The Federal Award Identification Number (FAIN) is SLFRP0127
- G. US Treasury identified 83 unique expenditure categories and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the Michigan Commission on Law Enforcement Standards is: 1.11 Community Violence Interventions.
All expenditures must fit within the expenditure category above and be tracked accordingly.

III. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Any change to the Program Budget, by either the Grantee or Commission, requires a formal Amendment submitted to the Commission.

Budget deviation allowances are not permitted.

IV. Amendments:

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Commission funding of any project must be submitted in writing to the Commission immediately upon determining the need for such change. The Commission has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Commission and receipt of a proposed amendment, amend this Agreement.

GRANT ADJUSTMENT REQUEST

The grantee agrees not to expend funds obtained under this agreement for any purpose other than those specified in the approved grant application and the approved budget and only during the period covered by the grant award unless prior written approval is received from the Commission.

The Grant Award Adjustment Request form is used to request Commission approval for programmatic, administrative, or financial changes associated with the grant award. Regardless of the purpose for the adjustment, the request must be complete and must include current expenditure data. A thorough explanation of the proposed modification must be provided, and a revised Budget Detail must be submitted via email.

· Program Adjustments A grant award adjustment is required for any program modifications, including, but not limited to, the following items:

- o To change the program content
- o To change the amounts allocated to each budgeted section
- o To change the project administrator or financial officer
- o To alter specific actions made by the Commission.

· Budget Adjustments: A grant budget adjustment is required to transfer funds between budget categories. Explain the rationale for both the increase and decrease in the appropriate budget categories. All budget adjustments shall be made within the total approved grant award. Any increase or decrease to the total grant budget only shall be completed through written approval from the Commission for funding with substantially the same purpose of the program. The grantee must submit a revised electronic Budget Detail that reflects the proposed changes with the Grant Award Adjustment Request.

During the project period, the grantee shall obtain prior written authorization from the Commission before adding, deleting, or making a significant change to any eligible uses

of funding as identified through the project period. Approval of changes is solely at the discretion of the Commission.

V. Grantee Responsibilities:

The Grantee, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Grantee shall give recognition to the Commission in any and all publications, papers and presentations arising from the program (including subgrantees) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Michigan's Coronavirus State and Local Fiscal Recovery Funding Program # FRF5311, awarded by the U.S. Department of Treasury, and administered by the Michigan Commission on Law Enforcement Standards (the Commission). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the U.S. Department of Treasury or the Commission.

2. The Commission shall, in return, give recognition to the Grantee when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Grantee, the Grantee may copyright such but shall acknowledge that the Commission reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgement of the Commission's name must be approved by the Commission prior to reproduction and use of such materials.

Intellectual Property Rights:

- All documents, reports and any other products developed and/or delivered to the Commission under this Agreement shall become and be the property of the Commission.

B. Grant Program Operation:

Provide the necessary administrative, professional, and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are

not commingled.

C. Reporting Responsibilities:

1. Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payments(s) or the cancellation of the grant award. The Grantee's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Commission.
2. All recipients of federal funds must complete financial, performance, and compliance reporting as required. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with the appropriate accounting standards and principles.
3. In addition, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.
4. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. The program lead will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category.
5. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. The expenditure categories above also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan, which will inform the programmatic data requirements.
6. Please note, sub-recipients will not be required to report to U.S. Treasury directly. As the primary recipient of the Fiscal Recovery Funds, the State of Michigan will be required to submit the Quarterly Project and Expenditure Report and the Recovery Plan Performance Report. However, to comply with federal reporting requirements, subrecipients of Fiscal Recovery Funds are required to submit certain information, as defined below, to State of Michigan Reporting entities.
7. The program lead will provide additional details on the specific requirements, including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category.
8. Reporting Timeline:
Programs using SLFRF are required to report on a quarterly basis on expenditures and programmatic data.
9. Reporting Templates:

Reporting templates will be provided by the Michigan Commission on Law Enforcement Standards.

All funds that have not been incurred by **9/30/2026** must be returned to the State of Michigan by 10/1/2026.

As of April 4, 2022, the Federal government will use a Unique Entity Identifier

created in SAM.gov as the official subrecipient identifier. All subrecipients will be required to maintain an active registration on SAM.gov and provide a UEI as part of reporting requirements.

10. Programmatic Data Reporting:

The program-specific reporting requirements are dependent on the expenditure categories aligned to the grant program. See Appendix 1 in the Compliance and Reporting Guidance for the complete list of expenditure categories.

D. Quarterly Programmatic Indicators:

Please Note: U.S. Treasury may update these requirements in the future.

- The dollar amount of the total project spending that is allocated towards evidence-based interventions
- Indicate if a program evaluation of the project is being conducted

As part of your project’s design, the Michigan Commission on Law Enforcement Standards has identified the following outcome measure outputs to best track the project’s tangible impacts:

Outcome:

- Provide the highest quality law enforcement and public safety services by maximizing existing strengths and assets and by forging authentic community connections.
 - The Detroit Police Department intends on increasing community engagement through hosting and participating in community events.

Outputs:

- Track the number of programs held through this program.
- Track the number of youths served through this program.
- Track the number of community engagements through this program.

Quarterly Project and Expenditure Reporting Timeline (upon request):

Reporting Period	Report Due Date
July 20, 2022 – February 29, 2024	March 14, 2024
March 1, 2024 – March 31, 2024	April 14, 2024
April 1, 2024 – April 30, 2024	May 14, 2024
May 1, 2024 – May 31, 2024	June 14, 2024
June 1, 2024 – June 30, 2024	July 14, 2024
July 1, 2024 – July 31, 2024	August 14, 2024
August 1, 2024 – August 31, 2024	September 14, 2024
September 1, 2024 – September 30, 2024	October 14, 2024
October 1, 2024 – October 31, 2024	November 14, 2024
November 1, 2024 – November 30, 2024	December 14, 2024
December 1, 2024 – December 31, 2024	January 14, 2025

January 1, 2025 – January 31, 2025	February 14, 2025
February 1, 2025 – February 28, 2025	March 14, 2025
March 1, 2025 – March 31, 2025	April 14, 2025
April 1, 2025 – April 30, 2025	May 14, 2025
May 1, 2025 – May 31, 2025	June 14, 2025
June 1, 2025 – June 30, 2025	July 14, 2025
July 1, 2025 – July 31, 2025	August 14, 2025
August 1, 2025 – August 31, 2025	September 14, 2025
September 1, 2025 – September 30, 2025	October 14, 2025
October 1, 2025 – October 31, 2025	November 14, 2025
November 1, 2025 – November 30, 2025	December 14, 2025
December 1, 2025 – December 31, 2025	January 14, 2026
January 1, 2026 – January 31, 2026	February 14, 2026
February 1, 2026 – February 28, 2026	March 14, 2026
March 1, 2026 – March 31, 2026	April 14, 2026
April 1, 2026 – April 30, 2026	May 14, 2026
May 1, 2026 – May 31, 2026	June 14, 2026
June 1, 2026 – June 30, 2026	July 14, 2026
July 1, 2026 – July 31, 2026	August 14, 2026
August 1, 2026 – August 31, 2026	September 14, 2026
September 1, 2026 – September 30, 2026	October 20, 2026

All funds must be incurred by 9/30/2026. The final Status Report must be submitted with the: **Grant Closing Certification and Outcome Metric Report** by 10/20/2026.

E. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Funds Method/Mechanism:

- a. All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Grantee must document that expenditures have been paid by local sources before requesting reimbursement from the Commission.
- c. Reimbursement from the Commission is based upon the understanding that Commission funds will be paid up to the total Commission allocation as agreed upon in the approved Budget. Commission funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Grantee discover an error in a previous reimbursement request, the Grantee shall immediately notify the Commission and refund to the Commission any funds not authorized for use under this Agreement and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenses.

2. Financial Status Reports (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Grantee is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

a. FSR:

FSRs must be prepared and submitted to the Commission no later than 14 days after the close of each reporting period upon request. All reimbursements submitted for dates prior to the execution of this agreement must be included in the first FSR submitted to the Commission. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Grantee for explanation and/or concern and re-submission. All required documentation must be submitted to MCOLES before reimbursements are issued.

b. Obligation Report:

An Obligation Report, based on annual guidelines, is a one-time FSR that may be required to be submitted by the specified due date. In this report, the Grantee will provide the Commission with an estimate of total expenditures for the date-specific Agreement period. The information from this report will be used to record the Commission's year-end accounts payables and receivables from this Agreement.

c. Final FSR:

A Final FSR is due 20 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Grantee by the due date may result in the loss of funding requested on the Obligation Report and/pr a potential reduction in the subsequent year's award, if/when applicable.

3. Unused Funds:

Any unused balance of funds held by the Grantee at the end of the Agreement period will be returned to the Commission or treated in accordance with the instructions provided by the Commission.

4. Indirect Costs:

The Grantee may use an approved **NICRA (Negotiated Indirect Cost Rate Agreement)** or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 C.F.R. 200 to recover their indirect costs.

F. Equipment Purchases and Title:

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (attachment 5).

Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit. Title to items having a unit acquisition cost of less than \$5,000.00 shall vest within the Grantee upon acquisition. The Commission reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000.00 or more, to the extent that the Commission's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Grantee's local requirements and Federal Uniform Guidance.

Asset Disposition:

A recipient may only use assets purchased/improved with SLFRF funds for a purpose other than the purpose for which they were purchased/improved if such other purpose is consistent with eligible use requirements. If a recipient changes the use of an asset to an ineligible use or sells the asset, then the recipient must obtain disposition instructions from treasury. In accordance with 2 CFR 200.311, disposition instructions must provide one of the following options:

- Retain title of the property after compensating the Federal awarding agency for an amount computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property.
- Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the proceeds of the sale.
- Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency.

G. Record Maintenance/Retention:

Recipients of Fiscal Recovery Fund payments shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)).

Records shall be maintained at least until December 31, 2031. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Fiscal Recovery Fund payments from prime recipients.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Fiscal Recovery Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
2. budget records;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
4. invoices, receipts, or other proof of payment for purchase made related to addressing the COVID-19 public health emergency or its negative economic impacts;
5. contracts and subcontracts entered into using Fiscal Recovery Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Fiscal Recovery Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Fiscal Recovery Fund payments; and
10. all investigative files and inquiry reports involving Fiscal Recovery Fund payments.

H. Authorized Access:

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Commission, Program Evaluators (contracted by the Commission), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, filed, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

The Commission may conduct on-site visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subgrantees, if requested.

The Commission may request that a funded program be evaluated by an outside evaluation team contracted by the Commission. Grantees shall work cooperatively

with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

I. Subgrantee/Vendor Monitoring:

When passing federal funds through to a subgrantee (if the Agreement does not prohibit the passing of federal funds through to a subgrantee), the Grantee must:

- a. Ensure that each of its subgrantees comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subgrantees as required by 2 CFR 200. The Grantee is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Grantee will ensure that subgrantees forward all single audits covering grant funds administered through the Commission to the Grantee.
- b. Ensure that subgrantees are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved.
- c. Ensure compliance for for-profit subgrantees as required by 2 CFR 200, Section 200.331(d).
- d. Ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with 2 CFR 200, Section 200.331(d).
- e. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
- f. Ensure that the subgrantee complies with all the requirements of this Agreement.
- g. Evaluate each subrecipients risk for noncompliance as required by 2 CFR 200.332(b).
- h. Verify that every subgrantee is audited as required by 2 CFR 200 Subpart F.

1. Subcontracts:

Assure for any subcontracted service, activity, or product:

- a. That the Grantee will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Grantee and an employee of the subcontracted agency that is authorized to enter into

legally binding contracts for the entity receiving funds. The failure to submit these documents to the Commission within 60 days may result in withholding future payments or other penalties, as determined by the Commission.

- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Commission upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Commission; or,
 - iii. Requires the subgrantee to perform duties and/or services in less time than that afforded the Grantee in this Agreement.
- e. That the subcontract does not affect the Grantee's accountability to the Commission for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation costs and services. All subgrantees must submit requests for reimbursement to the Grantee in a timely manner such that the Grantee can include these requests on the proper reporting period FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subgrantee.**

J. Notification of Modifications:

The Grantee must provide timely notification to the Commission, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

K. Software Compliance:

The Grantee must ensure software compliance and compatibility with the Commission's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in

an accurate and timely manner without interruption, failure, or errors due to inaccuracy of the Grantee's business operations for processing date/time data.

L. Mandatory Disclosures:

1. Disclosure to the Commission in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement;
 - b. A criminal proceeding;
 - c. A parole or probation proceeding;
 - d. A proceeding under the Sarbanes-Oxley Act;
 - e. A civil proceeding involving:
 - i. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - ii. A governmental or public entity's claim or written allegation of fraud; or
 - iii. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the terms of this Agreement; or
 - iv. A proceeding involving any license that the Grantee is required to possess in order to perform under this Agreement.
2. If any employee of the Grantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the Commission's contract manager in writing that such an investigation is ongoing or that a charge has been issued.
3. Notify the Commission, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

VI. Commission Responsibilities:

The Commission, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will:

1. Provide reimbursement based upon appropriate reports, records, and documentation maintained by the Grantee.
2. Provide any report forms and reporting formats required by the Commission at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

VII. Commission Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Commission in administering this Agreement as the Contract Manager is:

Mr. Tirstan Walters, ARP Projects Coordinator
Michigan Commission on Law Enforcement Standards
Email: walterst6@michigan.gov
927 Centennial Way
Lansing, MI 48917

Telephone: 517-614-7598

VIII. Agreement Suspension/Termination:

The Commission and/or the Grantee may suspend and/or terminate this Agreement without further liability or penalty to the Commission for any of the following reasons:

- A. This Agreement may be suspended by the Commission if any of the items of this Agreement are not adhered to. Suspension requires immediate action by the Grantee to comply with the terms of this Agreement; otherwise, termination by the Commission may occur.
- B. Failure of the Grantee to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing a false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Grantee, and official of the Grantee, or an owner is convicted of any activity referenced in section V, J, of this Agreement or any extension thereof.

Debarment and Suspension:

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
- Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
- Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

Termination for Convenience:

- The Commission may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the department or the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities

IX. Stop Work Order:

The Commission may suspend any or all activities under this Agreement at any time. The Commission will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Commission will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

X. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Commission with all financial, performance, and other reports required as a condition of this Agreement. The Commission will make payments to the Grantee for the allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Commission any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

XI. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be valid, such waiver or invalidity shall not affect other provisions of this Agreement.

XII. Liability:

- A. To the extent allowable by law, all liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this Agreement shall be the responsibility of the Grantee, and not the responsibility of the Commission, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subgrantee, or anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Commission in the performance of this Agreement shall be the responsibility of the Commission, and not the responsibility of the Grantee, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Commission employee or agent, provided that

nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Commission), or employees as provided by statute or court decisions.

- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Grantee and the Commission in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Grantee and the Commission in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the state of Michigan, its agencies (the Commission), or their employees, respectively, as provided by statute or court decisions.

XIII. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Commission.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Commission will not assume any responsibility or liability for costs incurred by the Grantee prior to the start of the Period of Agreement.
- D. All special conditions placed on the Commission by the U.S. Department of Treasury through the Federal Award Identification Number SLFRP0127 are agreed to by the Grantee. A copy of the Coronavirus State and Local Fiscal Recovery Funds Final Rule is included as an attachment for reference.
- E. The Grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

XIV. Certifications and Assurances:

These Certifications and Assurances are applicable to the Grantee and all subgrantees of the Grantee. It is the Grantee's responsibility to ensure that subgrantees are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certifications requirements under 28 C.F.R. Part 58, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement), and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000.00, as defined at 28 C.F.R. Part 69, the Grantee certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee or member of Congress in connection with this federal grant cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Grantee shall require that the language of this certificate be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

C. Compliance with Applicable Laws:

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulation in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Commission if the Grantee is a subgrantee. The Commission may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Section VIII.

D. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Grantee certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by state or federal court, or voluntarily excluded from covered transactions by any federal Commission or agency;

- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section b;
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. Have not committed an act so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Drug-Free Workplace:

- 4. As required by the Drug-Free Workplace Act of 1998, and implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R, Sections 83.620 and 83.650 the Grantee certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Grantee's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- e. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), and (e) above.

F. Employee Whistleblower Protections:

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

G. Procurement:

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 C.F.R. 200.
2. Funding from this Agreement must not be used for the purchases of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

H. Non-Supplanting:

It is imperative that the Grantee understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) a Grantee's budget, and may not supplant (replace) state, local, or tribal funds that a Grantee, inclusive of any subgrantees, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.

2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds or pay include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

I. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Grantee will comply with the Hatch Act of 1939, 5 U.S.C 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C 4728. Federal Funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

J. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Grantee provides to the Commission under this Agreement, the Grantee assures that it is in compliance with the HIPAA requirements, including the following:

1. The Grantee must not share any protected health data and information provided by the Commission that falls within the HIPAA requirements except to a subgrantee, as appropriate under this Agreement.
2. The Grantee must require the subgrantee not to share any protected health data and information from the Commission that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.

4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to report to the Commission unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Grantee becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section VIII, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Grantee from the Commission or any other source.

XV. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g. consultants, grant writers)
- Any expenses incurred prior to 7/20/2022 or after 9/30/2026.
- Any expenses fully covered by other sources (federal, state, local, or private).
- Any administrative costs not directly related to the administration of this Agreement, outside of the approved Indirect Cost rate.
- Personnel not connected to the project to which this Agreement refers.
- Hazard Pay.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- Promotional items, unless prior approval by the Commission is received.
- One-time events, prizes, or entertainment (e.g. tours, excursions, amusement parks, sporting events), unless prior approval by the Commission is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Commission is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debt.
- Purchases of land, vehicles, or other capital expenses unless prior approval by the Commission is received.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Commission is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal unless prior approval by the Commission is received.

- Purchasing of vessels, or aircraft, including unmanned aerial systems, commonly referred to as UAS or drones.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of such animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers and any supplies for weapons unless prior approval by the Commission is received.
- Food, refreshments, and snacks unless prior approval by the Commission is received.
- Grant funds awarded shall not be used to hire law enforcement personnel.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g. extremely remote areas), or where a special presentation at a conference requires plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Commission. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVI. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Commission. If detailed information is not included as part of the application process, the Grantee must submit a request seeking approval once the subgrantees are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Commission. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XVII. Conflict of Interest and Code of Conduct Standards:

1. The Grantee and the Commission are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or

- d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Commission of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

XVIII. State of Michigan Agreement:

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principals. This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XIX. Project Specific Requirements:

The purpose of the project is to support the community policing and gun violence intervention program through community-based programming to provide wrap-around services to the community that they serve.

Eligible Subrecipient

The eligible subrecipient is the Detroit Police Department. The Detroit Police Department will be responsible for community engagement programming in their community.

General SLFRF Eligibility

The funding being used for this project is Federal State and Local Fiscal Recovery Funds (SLFRF). As a result, additional provisions apply and are included in this Attachment. The information contained in this Attachment supersedes the General Provisions of the Agreement, as related to all activities undertaken with SLFRF funding.

Payments from the SLFRF may only be used to cover expenditures that are:

1. Responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories); and/or
2. Providing premium pay to essential workers; and/or
3. Providing government services to the extent of revenue loss due to the pandemic; and/or
4. Making necessary investments in water, sewer, and broadband infrastructure

Usage of these funds must comply with the federal requirements of the Federal Fiscal Recovery Fund. The purpose of this **community policing program** is to assist the Detroit Police Department with the **Community Engagement Program**.

The Detroit Police Department will be expected to coordinate, not to supplant, funding with other partners, Agency local office, and other SLFRF funding.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after March 3, 2021. Funds must be obligated by **September 30th, 2024 and** expended by **September 30th, 2026**.

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Each recipient should review program requirements, including Treasury's [SLFRF Final Rule](#), [Final Rule Overview](#), and the Uniform Guidance to determine and record eligible uses of SLFRF funds. Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

Use of Funds Restrictions:

1. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
2. Second, a recipient may not use SLFRF funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
3. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

Civil Rights Compliance

Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part

42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

Protective Personally Identifiable Information (PII) and the Privacy Act

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

Eligible SLFRF expenditures under this project

Funds will be used for community engagement programming and wrap-around services for those within their community. These services will be combined with evidence-based intervention methods to increase community engagement and violence intervention with law enforcement.

Program Costs

- Personnel costs in the amount of \$235,200
- Community Engagement programming costs in the amount of \$91,095.

Standard Provisions: Program Requirements

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds . The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund on May 13, 2021.

2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards apply to this funding.

Each eligible subrecipient must register with the Federal System for Award Management (SAM) by the time of award disbursement. The SAM website is <https://sam.gov/content/home>. The direct hyperlink for SAM.gov registration is <https://sam.gov/content/entity-registration>.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds

The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at [U.S. Department of Treasury State and Local Fiscal Recovery Funds](#), located at [SLFRF-Final-Rule-FAQ.pdf \(treasury.gov\)](#), that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this

program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit.

The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the [eCFR Uniform Guidance](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2023 OMB Compliance Supplement. Compliance Requirements (issued May 2023).

2 CFR 35.9 Compliance with Applicable Laws

Subrecipients must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

2 CFR 200.303 Internal Controls

The non-Federal entity must:

1. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the federal award.
2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
3. Evaluate and monitor the **non-Federal entity's** compliance with statutes, regulations, and the terms and conditions of Federal awards.
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
5. Take reasonable measures to safeguard protected personally identifiable information.

2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management

Subawards **are** authorized with this funding: As a part of this grant agreement ***Detroit Police Department*** is the subrecipient and may be a pass-through entity if they issue subawards to other subrecipients. If the Detroit Police Department is making subawards, must ensure compliance of the uniform requirements below as defined for pass-through entities and that they are included as appropriate in the grant agreement(s) between the Detroit Police Department and subrecipient as required ***in V(l) of the grant agreement. Entities receiving subawards from the Detroit Police Department may not pass-through to other entities.***

2 CFR 200.331 Subrecipient and contractor determinations

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding

agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) **Subrecipients.** A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in [§ 200.1 of this part](#). Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;
- (4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- (5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) **Contractors.** A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in [§ 200.1 of this part](#). Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) **Use of judgment in making determination.** In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

2 CFR § 200.332 Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

- (1) Federal award identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);

- (ii) Subrecipient's unique entity identifier;
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;
 - (v) Subaward Period of Performance Start and End Date;
 - (vi) Subaward Budget Period Start and End Date;
 - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;
 - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
 - (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
 - (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (xiii) Identification of whether the award is R&D; and
 - (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (4)
- (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - (B) The de minimis indirect cost rate.
 - (ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).
- (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining

the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- (1) The subrecipient's prior experience with the same or similar subawards;
- (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
- (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

- (1) Reviewing financial and performance reports required by the pass-through entity.
- (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
- (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

(f) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

2 CFR 200.333 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

2 CFR 200.501 – Audit Requirements

- a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- b. Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- c. Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- d. Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- e. Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- f. Subrecipients and contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or

services provided as a contractor are not Federal awards. Section § 200.331 sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

g. Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

h. For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also § 200.332.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

2 CFR 200.508 – Auditee Responsibilities

The auditee must:

1. Procure or otherwise arrange for the audit, if required.
2. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
3. Promptly follow up and take corrective action on the audit findings.
4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

Repayment for ineligible SLFRF expenditures or under spending

Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.


All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.

**MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS COMMUNITY
POLICING GRANT AWARD**

- Community Policing Grant funds are granted in the amount and for the period described in this agreement, for the purposes stated in the approved application which is hereby incorporated into this award. Granting of these funds is subject to the requirements of CFR 200 and 2022-PA-0166, the Administrative Rules of the Michigan Commission on Law Enforcement Standards, and other applicable laws and procedures.

GRANTEE	
Detroit Police Department	
PROJECT START DATE-PROJECT END DATE	
7/20/2022-9/30/2026	
GRANT AMOUNT	PROJECT
\$326,295.00	Community Engagement Program

Authorized by:

STATE OF MICHIGAN	SIGNATURE	Date
Timothy S. Bourgeois MCOLES Executive Director		Digitally signed by Timothy S. Bourgeois Date: 2024.10.01 11:29:43 -04'00'

Acceptance by:

AUTHORIZING OFFICIAL	SIGNATURE	Date
PROJECT ADMINISTRATOR	SIGNATURE	Date
FINANCIAL OFFICER	SIGNATURE	Date

Return the signed award via email to Tirstan Walters at WaltersT6@michigan.gov.

Detroit Police Department Budget

Costs for personnel	\$235,200.00
Costs for community engagement programming	\$91,095.00
Total	\$326,295.00