

**FY 2022 HSGP REGION 1 BOARD SUBRECIPIENT AGREEMENT  
FEDERAL FUNDS FROM THE DEPARTMENT OF  
HOMELAND SECURITY (CFDA 97.067)**

**AGREEMENT TERM - SEPTEMBER 1, 2022 TO MAY 31, 2025**

**PART I**

As part of the FY 2022 Homeland Security Grant Program (HSGP) the Region 1 Board has elected the County of Ingham, a municipal corporation and political subdivision of the State of Michigan (hereinafter “Ingham County”) to serve as the Fiduciary Agent for Michigan Homeland Security Region 1 (hereinafter referred to as “Region I”).

As the Region 1’s Fiduciary Agent, Ingham County (IRS/Vendor #38-6005629 and UEI RG1PCXBFMX33) agrees to be the Subrecipient on behalf of Region 1 for Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) funds from the Federal Emergency Management Agency/Grant Program Directorate (FEMA-GPD) passed through Michigan State Police Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter referred to as the “Recipient”) in a Subaward Grant Agreement (hereinafter referred to as the “Grant Agreement”). Said Federal Grant Award is identified as follows:

- 1) Grant Name: Fiscal Year (FY) 2022 Homeland Security Grant Program.
- 2) Federal Awarding Agency: FEMA-GPD 400 C Street SW, 3<sup>rd</sup> Floor, Washington, DC 20472-3645.
- 3) Federal Award Identification Number (FAIN): EMW-2022-SS-00031-501
- 4) CFDA #97-067.
- 5) Federal Award Date: 9/2/2022
- 6) Pass Through Entity (Recipient) Name: Michigan State Police, Emergency Management and Homeland Security Division, P.O. Box 30634, Lansing, MI 48909.
- 7) Subaward Performance Period: 09/01/2022 – 05/31/2025.
- 8) Funding:
  - a) Federal Funds Obligated by this Action: \$775,833.00.
  - b) Total Federal Funds Obligated to Subrecipient (i.e. Ingham County for Region 1): \$775,833.00.
- 9) No funding for research and development (R&D).
- 10) No Indirect Cost Rate.

Ingham County agrees to spend the FY 2022 HSGP funds received from the Recipient according to decisions made by Region 1 Board that are approved by the Recipient.

## FY 2022 HSGP Region 1 Board Subrecipient Agreement

As the Subrecipient of FY 2022 HSGP grant funds received from the Recipient on behalf of Region 1, Ingham County agrees to the following:

- 1) To comply with all requirements listed in the Grant Agreement with the Recipient (i.e. MSP/EMHSD).
- 2) To comply with FY 2022 HSGP grant guidance.
- 3) To notify each jurisdiction within Region 1, at the end of each fiscal year, the dollar amount of equipment that has been turned over to that jurisdiction, to be listed on the jurisdiction's Schedule of Expenditures of Federal Awards.
- 4) To keep an up-to-date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to three (3) years after the grant has been closed out.
- 5) To reimburse member counties for approved expenditures.

As part of the FY 2022 HSGP, Ingham County and/or member counties/townships/municipalities may purchase equipment that will be transferred to other jurisdictions within Region 1. Ingham County and member counties/townships/municipalities agree to the following:

- 1) To keep an up to date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to three (3) years after the grant has been closed out.
- 2) Transfer ownership of equipment purchased with FY 2022 HSGP funds to jurisdictions in Region 1 at the direction of the Region 1 Board.
- 3) If Equipment is purchased by Ingham County on behalf of a jurisdiction in Region 1, said equipment shall be the responsibility of that jurisdiction, not Ingham County.
- 4) If equipment that has been purchased and transferred to a jurisdiction in Region 1 and is found to be ineligible on a State or Federal Audit, the jurisdiction to which it has been assigned shall reimburse Ingham County the amount State or Federal Auditors are requiring to be returned.
- 5) If equipment is misused by the jurisdiction to which it has been assigned, resulting in damage, destruction or an ineligible determination by auditors, that jurisdiction shall be financially responsible for the replacement of the equipment.
- 6) Ingham County will only reimburse with Grant Agreement funds eligible items for Planning, Training, Equipment, and Exercise costs when provided with an approved AAF and appropriate required reimbursement paperwork.

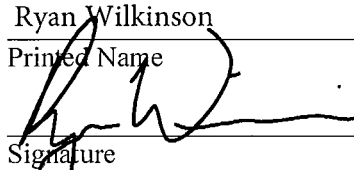
It is expressly understood and agreed that the members of Region 1 on whose behalf their representatives have signed this Agreement shall be subrecipient's of FY 2022 Homeland Security Grant Program funds allocated to the Region 1 Board through the Grant Agreement. As a subrecipient to the Grant Agreement, the jurisdiction whose representative is a signatory to this Agreement agrees that it is subject to and shall comply with the terms set forth in both this Part I and the attached Part II, both of which combined constitute the FY 2022 HSGP Region 1 Board Subrecipient Agreement (hereinafter referred to as the "Subrecipient

FY 2022 HSGP Region 1 Board Subrecipient Agreement

Agreement”) between Ingham County acting in its Fiduciary Agent capacity on behalf of the Region 1 Board and the signing jurisdiction, who is referred to in Part II as the “Subrecipient.”

This Subrecipient Agreement is agreed to and approved by the Region 1 Board Chair by his/her signature below.

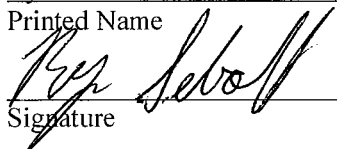
Ryan Wilkinson  
Printed Name

  
Signature

March 31, 2023  
Date

This Subrecipient Agreement is agreed to and approved by Ingham County, which will act as the Fiduciary Agent for Region 1 Board. The individual or officer signing this a Subrecipient Agreement certifies by his or her signature that he/she is authorized to sign this Subrecipient Agreement on behalf of Ingham County.

Ryan Sebolt  
Printed Name

  
Signature

Chairperson, County Board of Commissioners  
Title

4/14/23  
Date

The following jurisdiction in Region 1 (hereinafter referred to as the “Subrecipient”) agrees to and approves this Subrecipient Agreement. The individual or officer signing this Subrecipient Agreement certifies by his/her signature that he or she is authorized to sign this Subrecipient Agreement on behalf of the jurisdiction he/she represents.

County of Livingston

County of Livingston  
Jurisdiction Name  
David Domas  
Printed Name

Chairman - Livingston County Board of Commissioners  
Title

Signature

Date

38-6005819

Jurisdiction IRS #

KKVDAK6JGJ96

Jurisdiction UEI #

APPROVED AS TO FORM  
FOR COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend 3/30/2023

## FY 2022 HSGP Region 1 Board Subrecipient Agreement

**PART II****I. Statutory Authority**

- A. Funding for the FY 2022 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).
- B. Appropriation authority is provided by the Department of Homeland Security Appropriations Act, 2022, (Public Law No. 117-103).
- C. The Subrecipient agrees to comply with all FY 2022 HSGP program requirements in accordance with the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at [https://www.dhs.gov/sites/default/files/202201/fy\\_2022\\_dhs\\_terms\\_and\\_conditions\\_version\\_2\\_dated\\_jan\\_24\\_2022\\_508.pdf](https://www.dhs.gov/sites/default/files/202201/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf), the FY 2022 HSGP Agreement Articles Applicable to Subrecipients included with the Grant Agreement packet, and the FY 2022 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).
- D. The Subrecipient shall also comply with the most recent version of:
  - 1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at <http://www.ecfr.gov>, select Title 2.
  - 2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

**II. Award Amount and Restrictions**

- A. Ingham County, acting as the Fiduciary Agent on behalf of and as a part of the Region 1 Board, has been awarded \$775,833.00 under the FY 2022 HSGP. The Grant Agreement shall be administered based on Ingham County's and/or Region 1 Board's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2022 HSGP covers eligible costs from September 1, 2022, to May 31, 2025.
- C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least \$232,750.00 of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at <http://www.fema.gov/national-planning-frameworks>. The Subrecipient must meet its minimum (LETPA) funding requirement for the 2022 HSGP.

## FY 2022 HSGP Region 1 Board Subrecipient Agreement

- E. The FY 2022 HSGP includes the following six (6) national priority area funding requirements:
1. Enhancing the protection of soft targets/crowded places;
  2. Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
  3. Combating domestic violent extremism;
  4. Enhancing community preparedness and resilience;
  5. Election Security; and
  6. Cybersecurity.

A minimum of thirty percent (30%) total allocation, or at least \$232,750.00, must be allocated between the six national priority areas listed above. The priority areas of enhancing the protection of soft targets, crowded places, enhancing information and intelligence sharing and cooperation with federal agencies, combating domestic violent extremism, and enhancing community preparedness and resilience, must each be funded at a minimum of \$23,275.00 or 3% of the award amount. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2022 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of \$387,916.00 of award funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008 (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. A definition of personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. A maximum of five percent (5%) of awarded funds, \$38,791.00, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity, and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>.
- H. The FY 2022 HSGP funds may only be used to fund projects which directly support one of the FY 2022 HSGP grant investments. To assist Subrecipients, the Recipient has developed the FY 2022 HSGP Michigan Supplemental Guidance to provide additional information on developing projects consistent with the National Preparedness Goal, state and regional homeland security priorities and Michigan's FY 2022 SHSP investment justification.
- I. Except as otherwise specifically set forth in the FY 2022 HSGP Grant Agreement, the Recipient (i.e. MSP/EMHSD), not Ingham County as Region I's Fiduciary Agent nor the Subrecipient, shall make the final determination on how funds awarded under the FY 2022 HSGP Grant Agreement are allocated and/or spent from projects reviewed and approved by the Region I Board and submitted to the Recipient by Ingham County.
- J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

**Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.**

## FY 2022 HSGP Region 1 Board Subrecipient Agreement

- K. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.
- L. A breakdown on the proposed FY 2022 HSGP Allocation – Regional National Priorities for Region I is set forth in the attached Exhibit F. The attached Exhibit F is incorporated by reference into this Agreement and made a part hereof.

**III. Responsibilities of the Subrecipient**

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. Refer to the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under the FY 2022 HSGP Grant Agreement.
- C. The Subrecipient shall not use FY 2022 HSGP funds to generate program income.
- D. In addition to this Subrecipient Agreement, the Subrecipient shall complete, sign, and submit to Ingham County the following documents, which are incorporated by reference into this Subrecipient Agreement:
  - 1. Subrecipient Risk Assessment Certification
  - 2. Standard Assurances
  - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
  - 4. Audit Certification (EMD-053)
  - 5. Request for Taxpayer Identification Number and Certification (W-9)
  - 6. Other documents that may be required by federal or state officials
- E. The Subrecipient agrees to cooperate and work with Ingham County, Region I Board's Fiduciary Agent to ensure that Region I Board is in compliance with all applicable federal and state regulations, including, but not limited to, the following:
  - 1. Make all purchases which use or are to be reimbursed with FY 2022 HSGP funds in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
  - 2. The Subrecipient is required to submit reports to Ingham County on the status of all Subrecipient's projects and funding. Reporting must follow the format and schedule

## FY 2022 HSGP Region 1 Board Subrecipient Agreement

specified by the FY 2022 HSGP Grant Agreement's Recipient, MSP/EMHSD. It is understood that Ingham County is responsible for submitting the reports on behalf of Region 1 to the Recipient and shall require the Subrecipient to submit information and reports to Ingham County by a specified date so Ingham County has adequate time to prepare Region 1's reports to the Recipient.

3. Create and maintain an inventory of all equipment obtained with FY 2022 HSGP funds through this Subrecipient Agreement in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>. Every odd calendar year, the Subrecipient must assist Ingham County to prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to Ingham County by no later than July 10<sup>th</sup> for Ingham County's submission along with the inventory information of other Region 1 jurisdictions to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit. The physical inventory for all Region I must be submitted by Ingham County to the Audit Unit by July 31 of the same year the inventory is completed.
4. If Ingham County, as Fiduciary Agent for Region I, directly purchases equipment for the Subrecipient with FY 2022 HSGP funds, Ingham County shall make the equipment available for pick-up by the Subrecipient per equipment assignments by the Region I Board. This process shall include legal transfer of the equipment to the Subrecipient. The transfer documents, when signed, shall include provisions confirming the Subrecipient's acceptance of full legal and financial responsibility for the pieces of equipment.
5. In the event the Subrecipient directly purchases equipment approved by the Region I Board for which it is paid for/reimbursed with FY 2022 HSGP funds, it is understood that the Subrecipient shall have full legal and financial responsibility for said equipment.
6. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
  - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
  - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three (3) years after their disposition.
  - d. Non-federal organizations which expend \$750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.
  - e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.

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7. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at <http://www.fema.gov/national-incident-management-system>.
8. Subrecipient must carry out its programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.
9. Environmental and Historic Preservation Compliance. The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
10. Comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://beta.sam.gov>.
11. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
12. Maintain a valid Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this Subrecipient Agreement.
13. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient shall also require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the DHS Standard Administrative Terms and Conditions located at [https://www.dhs.gov/sites/default/files/202201/fy\\_2022\\_dhs\\_terms\\_and\\_conditions\\_versi\\_on\\_2\\_dated\\_jan\\_24\\_2022\\_508.pdf](https://www.dhs.gov/sites/default/files/202201/fy_2022_dhs_terms_and_conditions_versi_on_2_dated_jan_24_2022_508.pdf).

#### IV. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of the Grant Agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.



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- B. Provide direction and technical assistance to Ingham County as the Subrecipient for the Region 1.
- C. Provide to Ingham County as the Subrecipient for the Region 1 Board any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient through payments to Ingham County, on behalf of Region 1 Board, in accordance with the Grant Agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of any or all Subrecipients of the FY 2022 HSGP Grant Agreement.

**V. Reporting Procedures**

The Subrecipient is required to submit information Ingham County needs to submit in reports to the Recipient on the status of all projects and funding. Such information must be submitted by the date specified by Ingham County in order to provide sufficient time for Ingham County to meet Recipient's deadlines for submittal of the required information reports for Region 1. It is understood that Ingham County's reporting, on behalf of Region I, must follow the format and schedule specified by the Recipient.

Reporting on funding status is mandated by the federal government. Failure by Region I Subrecipients of FY 2022 HSGP Grant Agreement funds to provide Ingham County with accurate and timely information needed to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

**VI. Payment Procedures**

The Subrecipient agrees to prepare and submit to Ingham County the information needed for Ingham County to submit for the Region 1 Board the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will not be reimbursed for funds until Ingham County, on behalf of the Region 1 Board receives funds for said reimbursement from the Recipient.

**VII. Employment Matters**

The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968; Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act); the Age Discrimination Act of 1975; Titles I, II and III of the Americans with Disabilities Act of 1990; the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subrecipient Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this Subrecipient Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Subrecipient Agreement.

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The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this Subrecipient Agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

**VIII. Limitation of Liability**

The parties to this Subrecipient Agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this Subrecipient Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

**IX. Third Parties**

This Subrecipient Agreement is not intended to make any person or entity, not a party to this Subrecipient Agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

**X. Agreement Period**

This Subrecipient Agreement is in full force and effect from September 1, 2022, to May 31, 2025. No costs eligible under this Subrecipient Agreement shall be incurred before the starting date of this Subrecipient Agreement, except with prior written approval. This Subrecipient Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of this Subrecipient Agreement. Upon any such termination, the Subrecipient agrees to return to Ingham County for returning to the Recipient any funds not authorized for use, and neither the Recipient nor Ingham County shall have any further obligation to reimburse the Subrecipient.

**XI. Entire Agreement, Amendments, Assignments, and Void or Unenforceable Provisions**

This Subrecipient Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Ingham County and the Subrecipient, whether expressed, implied, or oral. This Subrecipient Agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this Subrecipient Agreement may assign this Subrecipient Agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform Ingham County in writing immediately of any proposed changes of dates, budget, or services indicated in this Subrecipient Agreement, as well as changes of address or personnel affecting this Subrecipient Agreement. Changes in dates, budget, or services are subject to prior written approval of Ingham County. If any provision of this Subrecipient Agreement shall be deemed void or unenforceable, the remainder of this Subrecipient Agreement shall remain valid.

**XII. Business Integrity Clause**

Ingham County may immediately terminate this Subrecipient Agreement without further liability to either Ingham County, Region 1 Board or the Recipient or their employees if the Subrecipient, an officer of the

## FY 2022 HSGP Region 1 Board Subrecipient Agreement

Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of Ingham County, reflects on the Subrecipient's business integrity.

**XIII. Freedom of Information Act (FOIA)**

Much of the information submitted in the course of applying for funding under this Subrecipient Agreement, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, Ingham County, each Subrecipient agency Freedom of Information Officer, will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

**XIV. Required Signed Documents**

The Subrecipient will not be reimbursed for funds until all the following documents have been signed and returned to Ingham County for submittal to the Recipient:

- A. STANDARD ASSURANCES set forth in the attached Exhibit A.
- B. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG FREE WORKPLACE REQUIREMENTS set forth in the attached Exhibit B.
- C. AUDIT CERTIFICATION set forth in the attached Exhibit C.
- D. REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION set forth in the attached Exhibit D.

**XV. Compliance with Federal and State of Michigan Laws, Rules, Regulations and Policies**

It is understood and agreed that Ingham County and Subrecipient shall comply with all applicable Federal and State of Michigan laws, rules, regulations and policies including but not limited to those set forth in the attached Exhibit E.

**EXHIBIT A**

**STANDARD ASSURANCES**



## STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
  - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT B**

**CERTIFICATIONS REGARDING  
LOBBYING, DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY  
MATTERS; AND DRUG FREE  
WORKPLACE REQUIREMENTS**



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

Type text here

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 of a 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;

(b) 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 of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification 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 subrecipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant 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 a State or Federal court, or voluntarily excluded from covered transactions by any Federal department 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, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to 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 on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) 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) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) 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

(2) 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;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**304 E. Grand River Ave, Ste 201, Howell, MI 48843**

**1911 Tooley Rd, Howell MI 48855**

**304 E. Grand River Ave, Ste 202, Howell, MI 48843**

Check  if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

**Livingston County 304 E. Grand River Ave, Ste 201, Howell, MI 48843**

**38-6005819**

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

**David Domas**

**Livingston County Board Chairperson**

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



**EXHIBIT C**

**AUDIT CERTIFICATION**

## AUDIT CERTIFICATION

### Federal Audit Requirements

Non-federal organizations, which expend \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients **MUST** submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name <b>Livingston County Emergency Management</b>	CFDA Number <b>20.703</b>		
II. Subrecipient Information			
Subrecipient Name <b>County of Livingston</b>			
Street Address <b>200 East Grand River Ave</b>	City <b>Howell</b>	State <b>MI</b>	ZIP Code <b>48843</b>
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: <u>2022</u> to <u>2025</u> .			
<input checked="" type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. <b>A copy of the audit report will be submitted to:</b> Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative			Date

### Submit audit report to:

Michigan State Police  
Grants and Community Services Division  
P.O. Box 30634  
Lansing, Michigan 48909

### Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police  
Emergency Management and Homeland Security Division  
P.O. Box 30634  
Lansing, Michigan 48909

# **EXHIBIT D**

## **REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
<b>2</b> Business name/disregarded entity name, if different from above <b>County of Livingston</b>											
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <table style="width: 100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                             </td> </tr> </table> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Government Agency</b>	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate							
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____											
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>200 East Grand River Ave</b>	Requester's name and address (optional)										
<b>6</b> City, state, and ZIP code <b>Howell, MI 48843</b>											
<b>7</b> List account number(s) here (optional)											

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
3	8		-	6	0	0	5	8	1	9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietorship, or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.**

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## **EXHIBIT E**

# **COMPLIANCE WITH FEDERAL AND STATE OF MICHIGAN LAWS, RULES, REGULATIONS AND POLICIES**

# Agreement Articles Applicable to Subrecipients Fiscal Year 2022 Homeland Security Grant Program

## Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 U.S. Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## Article II - General Acknowledgment and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Subrecipients must submit timely, complete, and accurate reports to the recipient and maintain appropriate backup documentation to support the reports.

IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

## Article III - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

## Article IV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## Article V - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) Applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

#### **Article VI - Environmental Planning and Historic Preservation (EHP) Review**

The DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered the subrecipient will immediately cease work in that area and notify the recipient, if applicable, and DHS/FEMA.

#### **Article VII - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article VIII - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#### **Article IX - Activities Conducted Abroad**

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **Article X - Reporting of Matters Related to Subrecipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XI - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XII - Federal Leadership on Reducing Text Messaging while Driving**

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order (EO) 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

#### **Article XIII - Debarment and Suspension**

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing EO 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article XIV - Fly America Act of 1974**

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XV - Americans with Disabilities Act of 1990**

Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article XVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XVII - Copyright**

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XVIII - Civil Rights Act of 1968**

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XIX - Best Practices for Collection and Use of Personally Identifiable Information**

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. The DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources, respectively.

#### **Article XX - Civil Rights Act of 1964, Title VI**

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

#### **Article XXI - Hotel and Motel Fire Safety Act of 1990**

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XXIII - Patents and Intellectual Property Rights**

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XXIV - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXV - Terrorist Financing**

Subrecipients must comply with EO 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXVI - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs,

functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

#### **Article XXVII - Acknowledgement of Federal Funding from DHS**

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article XXVIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

#### **Article XXIX - Rehabilitation Act of 1973**

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XXX - False Claims Act and Program Fraud Civil Remedies**

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XXXI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXXII - Lobbying Prohibitions**

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXXIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XXXIV - Age Discrimination Act of 1975**

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **Article XXXV - National Environmental Policy Act**

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national

policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXXVI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

The DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

#### **Article XXXVII - USA PATRIOT Act of 2001**

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

#### **Article XXXVIII - Non-Supplanting Requirement**

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXXIX - Drug-Free Workplace Regulations**

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

#### **Article XL - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XLI - Energy Policy and Conservation Act**

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XLII - Whistleblower Protection Act**

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLIII - Federal Debt Status**

All Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XLIV - Use of DHS Seal, Logo and Flags**

Subrecipients must obtain permission from DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLV - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

#### **Article XLVI - SAFECOM**



Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

# **EXHIBIT F**

## **FY 2022 HGSP ALLOCATION – REGIONAL NATIONAL PRIORITIES**

**FY 2022 HGSP ALLOCATION - REGIONAL NATIONAL PRIORITIES**

<u>JURISDICTION</u>	<u>POPULATION</u> <u>(2020 CENSUS)</u>	<u>REGION ONE POPULATION %</u>	<u>LOCAL</u> <u>ALLOCATION</u>	<u>SHSP</u> <u>ALLOCATION</u>	<u>LETPA</u> <u>ALLOCATION</u>	<u>TOTAL LOCAL</u> <u>ALLOCATION</u>
Clinton	79,128	7.31%	\$ 14,906.24	\$ 14,906.24	\$ -	\$ 14,906.24
Gratiot	41,761	3.86%	\$ 7,867.06	\$ 7,867.06	\$ -	\$ 7,867.06
Ingham	172,256	15.91%	\$ 32,449.31	\$ 32,449.31	\$ -	\$ 32,449.31
Jackson	160,366	14.82%	\$ 30,210.14	\$ 30,210.14	\$ -	\$ 30,210.14
Hillsdale	45,746	4.23%	\$ 8,617.47	\$ 8,617.47	\$ -	\$ 8,617.47
Lenawee	99,423	9.19%	\$ 18,729.66	\$ 18,729.66	\$ -	\$ 18,729.66
Livingston	193,866	17.91%	\$ 36,521.34	\$ 36,521.34	\$ -	\$ 36,521.34
Shiawasee	68,094	6.29%	\$ 12,828.34	\$ 12,828.34	\$ -	\$ 12,828.34
Eaton	109,175	10.09%	\$ 20,566.95	\$ 20,566.95	\$ -	\$ 20,566.95
Lansing	112,644	10.41%	\$ 21,219.48	\$ 21,219.48	\$ -	\$ 21,219.48
<b>TOTAL</b>	<b>1,082,459</b>	<b>100.00%</b>	<b>\$ 203,916.01</b>	<b>\$ 203,916.01</b>	<b>\$ -</b>	<b>\$ 203,916.01</b>

**ALLOCATIONS**

<b>TOTAL ALLOCATION:</b>	<b>\$ 775,833.00</b>	<b>SHSP</b>	<b>LETPA</b>	<b>REMAINING</b>
<b>M &amp; A</b>	\$ 38,000.00	\$ 38,000.00	-	\$ 737,833.00
<b>Regional Planners</b>	\$ 250,000.00	\$ 250,000.00	-	\$ 487,833.00
<b>Regional Projects / NP</b>	\$ 283,917.00	\$ 1,000.00	\$ 282,917.00	\$ 203,916.00
<b>Local Allocations</b>	\$ 203,916.01	\$ 203,916.01	-	\$ (0.01)
<b>TOTALS</b>	\$ 775,833.01	\$ 492,916.01	\$ 282,917.00	\$ (0.01)

**REGIONAL PROJECTS / NP**

D1RMC Symposium	\$ 1,000.00	\$ 1,000.00	\$ -
NP: Cybersecurity	\$ 23,275.00	\$ -	\$ 23,275.00
NP: Soft Targets	\$ 83,092.00	\$ -	\$ 83,092.00
NP: Intel	\$ 23,275.00	\$ -	\$ 23,275.00
NP: Domestic Violent	\$ 80,000.00	\$ -	\$ 80,000.00
NP: Community Prep	\$ 23,275.00	\$ -	\$ 23,275.00
NP Overflow Buffer	\$ 50,000.00	\$ -	\$ 50,000.00
<b>TOTAL</b>	<b>\$ 283,917.00</b>	<b>\$ 1,000.00</b>	<b>\$ 282,917.00</b>