

Grant Agreement #: SLBA-004XX

FAIN #: SLFRP0127

Assistance Listing #: 21.027

Grantee's Unique Entity Identifier (UEI): _____

**STATE LAND BANK AUTHORITY
GRANT AGREEMENT
WITH
GRANTEE COUNTY LAND BANK AUTHORITY**

This Grant Agreement ("Contract" or "Agreement") is made between the State Land Bank Authority (the "SLBA") and the Grantee County Land Bank Authority (the "Grantee" or "Subrecipient"). The SLBA and Grantee shall sometimes be referred to in this Contract individually as a "Party" or collectively as "Parties".

Grantee: **Name** County Land Bank Authority
 Address
 Address

RECITALS

WHEREAS, the above identified Parties have mutually accepted the following:

A. On March 11, 2021, the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") were established, as part of the American Rescue Plan Act ("ARP"), to support the response to and recovery from the COVID-19 pandemic.

B. The purpose of the SLBA's Blight Elimination Program ("BEP" or "Program") is to respond to the public health emergency or its negative economic impacts by promoting health and safety and addressing blight in disproportionately impacted communities around the State of Michigan by investing in projects that result in the demolition or stabilization of public or privately-owned structures, as well as environmental remediation or rehabilitation of publicly-owned structures.

C. Pursuant to the SLFRF, ARP funding was directed to the State of Michigan which appropriated a portion to the SLBA for purposes of creating a Program to address the impacts of COVID-19. An aggregate of Seventy-Five Million Dollars (\$75,000,000) of SLFRF funding was appropriated by the State of Michigan (by 2023 P.A. 1) for this purpose ("Program Funds").

D. From the Program Funds appropriated, the Grantee will receive a grant to be used on the activities as set forth in this Contract.

E. The Grantee desires to obtain a grant to expend funds on eligible costs on a project related to blight elimination consistent with this Contract and the SLFRF.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Contract, receipt of which is severally acknowledged, SLBA and Grantee hereby agree as follows:

I. PURPOSE AND PROJECT SCOPE.

- A. The purpose of this Contract is to provide funding in the amount of up to **XXX Dollars (\$XXX)** in exchange for work to be performed for the project. The SLBA is authorized to provide grant assistance pursuant to PA 1 of 2023. This Contract is subject to the terms and conditions specified herein.
- B. This Contract and its exhibits constitute the entire Contract between the SLBA and the Grantee and may be modified only by written agreement between the SLBA and the Grantee.
- C. The scope of this project is limited to the activities specified in Grantee's Application and summarized in Exhibit A, and such activities as are authorized by the SLBA under this Contract. Grantee's Application, dated **MONTH XX, 2023, as amended,** is hereby incorporated in whole by reference. Any change in project scope requires prior written approval in accordance with Section IV, Changes, of this Contract.
- D. By acceptance of this Contract, the Grantee commits to complete the project identified in Exhibit A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD.

Contract Start Date: **February XX, 2024**
Obligation Date: no later than August 1, 2024
Reimbursement Submission Date: no later than September 30, 2026
Contract End Date: December 31, 2026

Upon signature by the SLBA, the Contract shall be effective from the Contract Start Date until the Contract End Date specified above. The SLBA shall have no responsibility to provide funding to the Grantee for project work performed except project work performed between the Contract Start Date and the Reimbursement Submission Date specified above. Unless otherwise agreed to in writing, expenditures made by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS.

SLBA Contact:
Adam Robach
Post Office Box 30766
Lansing, Michigan 48909
(517) 256-1713
robacha2@michigan.gov

Grantee Contact:
Name
Address
Address
(XXX) XXX-Phone
email@XXX.com

IV. CHANGES. Any changes to this Contract shall be requested by the Grantee in writing and approved by the SLBA in writing. The SLBA reserves the right to deny requests for changes to the Contract or to the exhibits. No changes can be implemented without written approval by the SLBA.

- V. **GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS.** The Grantee shall submit deliverables and follow reporting requirements specified in this Contract. All deliverables in Exhibit A, unless otherwise stated in this Contract, shall be made to the SLBA at the address set forth in Section III, or electronically as SLBA may provide. In addition to all other obligations under this Contract, the Grantee agrees to undertake, perform, and complete all of the following reporting requirements:

The Grantee shall provide all necessary reporting documentation, including federal reporting requirements in compliance with SLFRF Regulations (as may be updated from time to time by the federal government), in form and substance as required by the SLBA, all to the satisfaction of the SLBA. Reports must be submitted by the following dates each year through the Contract End Date (or such longer time as required by ARP and SLFRF). These dates may be modified in the sole discretion of the SLBA, notice of which shall be provided to the Grantee:

- | | | |
|----|--|---|
| A. | Federal quarterly reports based on Expenditure Category 2.23 (see Exhibits C and D): | January 15, April 15, July 15, and October 15 |
| B. | Federal annual report based on Expenditure Category 2.23 (see Exhibits C and D): | July 15 |

In the event of any inconsistencies between the due dates in this section and any exhibit, this section shall control.

VI. **GRANTEE RESPONSIBILITIES.**

- A. The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this Contract, including the [Uniform Guidance](#) for Federal Awards.
- B. All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this Contract is not a guarantee of permit approval by the State.
- C. The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Contract.
- D. The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor and subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- E. The SLBA's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The SLBA's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or cause of action arising out of the performance of this Contract.

- F. The Grantee is responsible for having the appropriate site control as required by PA 1 of 2023.
- G. An Eligible Property must be owned by or under the control of the Grantee as provided in Exhibit A, Section III(4) below. Proof of site control shall be included with the project submission package. Program Funds used for Eligible Activities on privately-owned Eligible Property will require that a lien be placed on the privately-owned Eligible Property. The SLBA is responsible for recording a lien in favor of the SLBA on privately-owned Eligible Property in the full amount of any Eligible Activities performed and reimbursed pursuant to this Contract. A release of lien shall be provided upon repayment of the Program Funds spent upon the project.
- H. The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the SLBA for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Contract.
- I. The Grantee is responsible for the completion of all proper due diligence with regard to identifying and addressing potential environmental concerns prior to the start of work. Residential demolition sites must, at a minimum, have an Asbestos Containing Material and Hazardous Material Survey. Commercial, institutional and/or industrial demolition sites must have, at a minimum, Asbestos Containing Material and Hazardous Material Survey and a Phase I Environmental Site Assessment, conducted per ASTM E1527-21, with consideration of any findings to be incorporated into the demolition specifications. All reporting requirements and appropriate precautions must be followed in the event any hazardous materials, contamination or Underground Storage Tanks are encountered. Only activities specified and approved in Grantee's submission package or otherwise approved in writing by SLBA are eligible for reimbursement.
- J. Grantee shall conduct all required preliminary environmental studies prior to beginning the bidding process for abatement and demolition. Based on those studies and/or resulting bids, the Grantee's budget and sources of funding will be jointly reviewed by Grantee and the SLBA to determine if adequate financial resources are available. If it is determined that the project exceeds available financial resources, Grantee shall be reimbursed for the direct costs associated with the preliminary environmental studies and the parties will agree to cancel this Contract for lack of adequate funding.

VII. USE OF MATERIAL. Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged as provided in Section XXV of this Contract.

The SLBA retains an irrevocable non-exclusive license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted or generated under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the SLBA can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

- VIII. **ASSIGNABILITY.** The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the SLBA. The SLBA does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor. If SLBA consents to any assignment or delegation to any other party, the Grantee shall provide SLBA with the proposed assignment or delegation agreement prior to its execution for approval by SLBA. This agreement shall comply with 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management, and require the assignee or delegee to comply with any and all applicable federal, state, and local laws, regulations and ordinances.
- IX. **SUBCONTRACTS.** The SLBA reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the SLBA will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. All contractors, subcontractors, or others used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be licensed and qualified, as appropriate, to perform the duties required. Contractors must be procured through a competitive procurement process that complies with Grantee's procurement policies.
- X. **NON-DISCRIMINATION.** The Grantee shall comply with 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. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, 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, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

In addition, as provided in Executive Directive 2019-09, any contractor or subcontractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The Grantee agrees to include in every contract or subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

- XI. **UNFAIR LABOR PRACTICES.** The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. LIABILITY.

- A. The Grantee, not the SLBA, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any contractor or subcontractor, or anyone employed by the Grantee. The SLBA shall not be liable for any claims, judgments or costs merely by providing grant funding.
- B. All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the SLBA in the performance of this Contract is the responsibility of the SLBA and not the responsibility of the Grantee, if the liability is caused solely by any SLBA employee or agent.
- C. In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the SLBA in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the SLBA in relation to each Party's responsibilities under these joint activities.
- D. Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the SLBA, its agencies, or employees as provided by statute or court decisions.

XIII. CONFLICT OF INTEREST. No employee, officer, director, appointee or elected official of the Grantee's organization or governing body, or their families, shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING. Grantee shall not use any of the Program Funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "[Lobbying] means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the Program Funds awarded in this Contract for the purpose of litigation against the SLBA. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION. By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, elected officials or employees, and its contractor(s), subcontractor(s), and others:

- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- B. Have not within a five-year period preceding this Contract 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, SLBA, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; 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 or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (B).
- D. Have not within a five-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XVI. AUDIT AND ACCESS TO RECORDS. Pursuant to MCL 18.1470 the SLBA reserves the right to conduct a programmatic and financial audit of any project, and the SLBA may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the SLBA. The financial and accounting records associated with this Contract shall be made available to SLBA, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract until at least December 31, 2031. The Grantee will provide proper facilities for such access and inspection.

XVII. INSURANCE.

A. The Grantee shall require all contractors and subcontractors providing activities or services to be reimbursed under this Contract to carry, and show proof of coverage, of comprehensive general liability, automobile and workman's compensation insurance at levels consistent with Grantee's contracting policies and contracts.

B. A property owner shall carry, and show proof of, property coverage consistent with 2 CFR 200.310 as soon as the property is insurable.

XVIII. OTHER SOURCES OF FUNDING. The Grantee guarantees that any claims made to the SLBA under this Contract must not be financed or reimbursed by any source other than the SLBA under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the SLBA, the total amount representing such duplication of funding.

XIX. COMPENSATION.

A. The SLBA will reimburse the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for eligible and timely expenses incurred for this project. All other costs necessary to complete the project are the sole responsibility of the Grantee. Unless and until SLBA receives all required, requested and necessary documents from Grantee, it shall not be liable for any payments to Grantee.

B. Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Contract Start Date or after the Reimbursement Submission Date of this Contract are not allowed under the Contract.

- C. The SLBA will approve payment requests after approval of reports and related documentation as required under this Contract.
- D. The SLBA reserves the right to request additional information necessary to substantiate payment requests.
- E. Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- F. Final payment will be withheld by the SLBA until the project is completed in accordance with Section XX, Closeout, and Exhibit A.

XX. CLOSEOUT.

- A. A determination of project completion, which may include a site inspection and an audit, shall be made by the SLBA after the Grantee has satisfactorily completed the activities and deliverables described in Exhibit A.
- B. Upon issuance of final payment from the SLBA, the Grantee releases the SLBA of all claims against the SLBA arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the SLBA's claims against the Grantee.
- C. The Grantee shall immediately refund to the SLBA any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION. This Contract may be canceled by the SLBA, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the SLBA and Grantee. The SLBA reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION FOR CAUSE.

- A. This Contract may be terminated by the SLBA, for among other things, as follows:
 - a. Upon 30 days written notice to the Grantee:
 - i. if the Grantee fails to comply with any of the material terms and conditions of the Contract, or with the requirements of the authorizing legislation (PA 1 of 2023) or other applicable law or rules;
 - ii. if the Grantee knowingly and willingly presents false information to the SLBA for the purpose of obtaining this Contract or any payment under this Contract;
 - iii. if the SLBA finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the SLBA in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;

- iv. during the 30-day written notice period, the SLBA shall also withhold payment for any findings under subparagraphs i-iii, above;
 - v. if the Grantee or any contractor, subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs (LARA) or its successor; or
 - vi. fails to cure a breach within the time period specified in a notice of breach provided by the SLBA.
- b. Immediately and without further liability to the SLBA if the Grantee, or any agent of the Grantee, or any agent of any contractor or subcontractor is:
- i. convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - ii. 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, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - iii. convicted under State or federal antitrust statutes;
 - iv. convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on the Grantee's business integrity; or
 - v. added to the federal or state Suspension and Debarment list.
- B. If the Contract is terminated, or if the SLBA is required to repay to the federal government all or a portion of this Contract's grant due to Grantee's failure to comply with all of this Contract's terms and conditions (including any and all federal requirements), then the SLBA reserves the right to require the Grantee to repay all or a portion of the Program Funds received under this Contract.
- C. The Grantee must pay all reasonable costs incurred by the SLBA in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs.
- D. If the SLBA terminates this Contract for cause and it is determined, for any reason, that the Grantee was not in breach of the Contract, the termination will be deemed to have been a termination under Section XXIII, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

XXIII. TERMINATION FOR CONVENIENCE

The SLBA may fully or partially terminate this Contract for its convenience, for any reason or no reason, if the SLBA determines that a termination is in the SLBA's best interest. Reasons for the termination are within the sole discretion of the SLBA and may include: (a) the SLBA no longer needs the activities or deliverables specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the SLBA or State. The SLBA may terminate this Contract for its convenience by giving Grantee notice at least ninety

(90) days before the date of termination. If the SLBA chooses to terminate this Contract in part, any charges payable to the Grantee must be equitably adjusted to reflect those deliverable(s) that are terminated.

- XXIV. NOTIFICATION OF DELAYS.** The Grantee shall inform the SLBA's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by SLBA as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organization, and that the Parties will fulfill the terms of this Contract, including the attached Exhibit A, and used only as set forth herein.

- XXV. PUBLICITY.** Grantee shall cooperate with SLBA and coordinate with SLBA for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury".

- XXVI. DISCLOSURE OF LITIGATION.** Except as otherwise previously disclosed, Grantee shall disclose immediately any criminal litigation, investigations or proceedings, or any administrative investigations involving the Grantee or any of the Grantee's elected officials or employees after the submission of their proposal and during the contract period.

- XXVII. REALLOCATION OR TERMINATION OF FUNDING.** If the United States Treasury, State of Michigan legislature or the State of Michigan government fails to provide or terminates the funding necessary for SLBA to fund this Contract, SLBA may terminate this Contract. Upon such termination of funding, SLBA shall have no further obligation to provide Program Funds.

Program awards will be revoked and the Program Funds reallocated if the Grantee fails to provide necessary information, fails to meet deadlines, fails to secure the necessary agreements and approvals within the established timeframes or otherwise fails to cooperate with state partners in a manner sufficient to all for the satisfactory completion of the project. Remaining Program Funds may be reallocated as the SLBA otherwise sees fit consistent with PA 1 of 2023.

- XXVIII. ACKNOWLEDGEMENT OF FEDERAL SUBAWARD AND SUBRECIPIENT STATUS.**

Grantee acknowledges that it is a Subrecipient of a SLFRF Subaward as defined by 2 CFR § 200.1 and 2 CFR §200.331 and is bound by all requirements of such Subaward and Subrecipient status as required by United States Treasury, which may be updated from time to time, including, but not limited to, the requirements set forth in Exhibits C and D.

- XXIX. SALE OF PROPERTY.** Grantee shall obtain the consent of the SLBA prior to any sale of an Eligible Property and shall include provisions in any purchase contract that the seller be bound by all applicable obligations of this Contract including, but not limited to, all reporting requirements. See 2 CFR 200.311. Sale proceeds may be subject to return to SLBA.

XXX. ADMINISTRATIVE COSTS. Grantee shall use administrative costs only for direct costs (as defined by 2 CFR §200.413) related to the purpose of administering this Contract. For the avoidance of doubt, administrative costs may not be used for indirect costs (as defined by 2 CFR §200.414).

XXXI. PROGRESS REPORT PENALTY. For each instance through the Term of the Contract in which the Grantee fails to submit a quarterly or annual report when due, which quarterly or annual report is not provided by the Grantee to the satisfaction of the Contract Manager within ten (10) business days after written notice thereof by the Contract Manager, or within such longer period of time as determined in writing and at the sole discretion of the Contract Manager, a penalty is due to the SLBA from the Grantee in the principal amount of up to Five Hundred Dollars (\$500) (the "Progress Report Penalty"), and the Grantee shall immediately remit payment of the Progress Report Penalty to the SLBA.

This Section XXXI shall survive the end of the Term of the Contract for a period of three (3) years.

The signatories below warrant that they are empowered to enter into this Contract.

GRANTEE ACCEPTANCE:

GRANTEE County Land Bank Authority

Dated: _____

By: **Authorized Signer**
Its: **Title**

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

PROJECT SCOPE AND REQUIREMENTS

- I. **PROJECT LOCATION.** The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein, and incorporated herein and in Grantee's proposal, in order to complete the blight elimination activities for the property(ies) listed below:

Parcel Number: XXX
Commonly known as: XXX

Parcel Number: XXX
Commonly known as: XXX

Parcel Number: XXX
Commonly known as: XXX

- II. **PROJECT REQUIREMENTS AND SCOPE.** The Grantee shall complete blight elimination activities at the property(ies) identified in Section I of this Exhibit A by the Reimbursement Submission Date:

- A. The Grantee shall carry out the blight elimination activities in accordance with all the requirements set forth in this project scope and this Contract.
- B. The Grantee shall coordinate blight elimination activities, ensuring that all approvals and permits are in place prior to the start of work.
- C. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate federal, state or local agencies or Michigan Department of Environment, Great Lakes, and Energy (EGLE) if required by law. Further details and requirements are located on the following websites:
- <https://www.michigan.gov/leo/bureaus-agencies/miosha/divisions/construction-safety-and-health-division/asbestos-program>
 - <https://www.michigan.gov/egle/about/organization/air-quality>
 - <https://www.michigan.gov/egle/about/organization/air-quality/asbestos>
 - https://www.hud.gov/program_offices/healthy_homes/healthyhomes/lead
 - <http://www.epa.gov/asbestos>
- D. Demolition activities include demolition of vacant residential, commercial, or industrial structures, including reasonable and necessary costs directly related to demolition, including, but not limited to, title work, due care demolition plans, acquisition, utility disconnect fees, permit fees, abatement of hazardous materials, air monitoring at demolition sites, the replacement of damaged sidewalk or recurbing at the street, and seeding. All work is to be completed in compliance with all federal, state, and local laws, regulations and ordinances.

- E. Stabilization activities include the stabilization of vacant residential, commercial, or industrial structures identified for future rehabilitation. Eligible stabilization costs may include debris removal, exterior security materials to deter trespassing and vandalism, and interior and exterior repairs needed to protect against further deterioration and meet local exterior property maintenance requirements. All work is to be completed in compliance with all federal, state, and local laws, regulations and ordinances.
- F. Remediation activities include matching or gap funds for environmental remediation needed to comply with EGLE standards and limited site preparation costs to remove other predevelopment hurdles on publicly owned residential, commercial, or industrial parcels. All work is to be completed in compliance with all federal, state, and local laws, regulations and ordinances.
- G. Rehabilitation activities include the rehabilitation of vacant residential, commercial, or industrial publicly owned structures. All work is to be completed in compliance with all federal, state, and local laws, regulations and ordinances.
- H. Clearance of sites includes removal and disposal of all materials and debris offsite in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed Type I or Type II landfill or recycling center. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
- I. The Grantee is responsible for:
 - a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete blight elimination activities of the property(ies) identified in Section I of this Exhibit A by the Reimbursement Submission Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract.
 - d. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the Contract.
 - e. Coordinating with SLBA on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - f. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional funding. Acceptance of the work by SLBA will not

relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.

g. Reporting the status of the project to SLBA in accordance with the reporting requirements established by SLBA for the Grantee's project. The reports will require, but not be limited to, the following information:

i. Site Control

ii. Photos Demonstrating the Level of Blight at the Project Location

iii. For Demolition Activities:

1. Gas, Electric, and Water Wrecking Clearances
2. Procurement Documents – (e.g. RFP, Contracts, Bid Tabulations)
3. Asbestos and Hazardous Material Survey/Report
4. Phase I and Phase II Assessments (if conducted)
5. NESHAP 10-Day Notice – Abatement
6. Abatement Clearance
7. Signed Abatement Waste Manifests
8. NESHAP 10-Day Notice – Demolition
9. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
10. Applicable Permit(s) for Eligible Activities at the Project Location
11. Open Hole Inspection and Picture
12. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
13. Approved/Closed Applicable Permit(s)

iv. For Stabilization Activities:

1. Procurement Documents – (e.g. RFP, Contracts, Bid Tabulations)
2. Environmental Assessments (if conducted)
3. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
4. Applicable Permit(s) for Eligible Activities at the Project Location
5. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
6. Approved/Closed Applicable Permit(s)

v. For Remediation Activities:

1. Procurement Documents – (e.g. RFP, Contracts, Bid Tabulations)
2. Environmental Assessments and Due Care Plans
3. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
4. Applicable Permit(s) for Eligible Activities at the Project Location
5. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
6. Approved/Closed Applicable Permit(s)

vi. For Rehabilitation Activities:

1. Procurement Documents – (e.g. RFP, Contracts, Bid Tabulations)

2. Environmental Assessments (if conducted)
 3. Proper State of Michigan Certified Licensure from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 4. Applicable Permit(s) for Eligible Activities at the Project Location
 5. Grantee-Approved Invoices from Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 6. Approved/Closed Applicable Permit(s)
 7. Income Qualification Documentation for Buyer (if applicable)
 8. Certificate of Occupancy (or equivalent)
- vii. Lien Waivers from all Contractors, Subcontractors, or Others Used by the Grantee for Eligible Activities at the Project Location
 - viii. Post Activity Photos at the Project Location
 - ix. Signed Remediation and/or Demolition Waste/Recycling Manifests
 - x. Completed Byrd Anti-Lobbying Amendment [Certification Form\(s\)](#) (as applicable)

III. **PROJECT REIMBURSEMENT AND COMPLETION.** The SLBA will approve payment(s) upon satisfactory completion of the blight elimination and all associated activities.

Approval for payment of Program Funds will be made by SLBA based on satisfactory submission of a Request for Payment Form and supporting documentation. The format for the Request for Payment Form is included as Exhibit B-1.

Final payment will not be made until Grantee provides a satisfactory Request for Payment Form found in Exhibit B-1, and copies of all supporting documentation and a signed Final Completion Form found in Exhibit B-2. Documentation requirements will be based on scope and activities that fall under this funding.

EXHIBIT B-1

REQUEST FOR PAYMENT FORM

**BLIGHT ELIMINATION PROGRAM
REQUEST FOR PAYMENT FORM**

Grantee: _____

Site Address(es): _____

By submitting this request, I certify that the information provided is truthful and accurate. I further request the SLBA to review and, if complete, approve for payment. If any information is missing or inaccurate, I will correct and resubmit that information.

Submitted by: _____
(Print Name)

Title: _____
(Print Title)

Signature: _____

Date Submitted: _____

Grant Amount: \$ _____

Payment Requested: \$ _____

SIGMA Vendor Number: _____
(vendor number usually starts with "CV" or "VSS")

Address Code: _____

Documents Attached:

EXHIBIT B-2

FINAL COMPLETION FORM

This Final Completion Form ("Form") is being delivered pursuant to the Grant Agreement by and between the State Land Bank Authority (the "SLBA") and **GRANTEE** County Land Bank Authority (the "Grantee"), dated **February XX, 2024** (the "Contract"). Capitalized terms used and not otherwise defined in this Form shall have the meanings ascribed to them in the Contract.

The undersigned, in the name and on behalf of **GRANTEE** County Land Bank Authority (and not in an individual capacity), hereby certifies, represents and warrants that as of the date of signing this Form:

1. Grantee has complied and is in compliance with all the terms, covenants, and conditions of the Contract.
2. No default under the Contract exists.
3. The representations and covenants of Grantee contained in the Contract remain true and accurate.
4. Attached to this Form is supporting documentation required for the Request For Payment Form which is the subject of this Form.

The undersigned has the authority to sign this Form on behalf of Grantee, and signs this Form as of _____ (the "Submission Date").

GRANTEE COUNTY LAND BANK AUTHORITY

By:
Its:

EXHIBIT C

FEDERAL MASTER ADDENDUM

Applicability of Federal Requirements

The attached Grant Agreement relates to a program and project that is being funded by the United States of America through the State of Michigan (**State**) under the Coronavirus State and Local Fiscal Recovery Funds Program to respond to and promote an equitable recovery from the COVID-19 pandemic. The Program was promulgated under Section 602(b) of the Social Security Act (42 U.S.C. § 801 et seq.), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (**SLFRF**). SLFRF and the United States Department of the Treasury (**Treasury**) mandate that the following provisions are to be included in the Grant Agreement to ensure that the use of these federal funds complies with SLFRF, Treasury's Final Rule at 31 C.F.R. Part 35 (January 6, 2022), Treasury's Overview of the Final Rule (January 2022), and Treasury Guidance on Recipient Compliance and Reporting Responsibilities Version 5.1 (June 6, 2023).

This Addendum contains many of the State's obligations as a Recipient of SLFRF funds and, therefore, requirements that you, as a Subrecipient of a SLFRF Subaward as defined by 2 CFR § 200.1 and 2 CFR §200.331, must follow. As a condition of your receipt and use of SLFRF funds, you understand and agree to be bound by, to comply with, and to cooperate with the State to enable its compliance with, all applicable local, state, and federal laws and the terms of this Addendum and attached Schedule(s).

A. Definitions. Capitalized terms not elsewhere defined in this Addendum shall have the meanings set forth below:

- *Addendum* means this Addendum of additional terms that are part of the Grant Agreement.
- *Award or Federal Award*, capitalized and lower-case, means the SLFRF funds awarded to the State of Michigan by Treasury.
- *Agreement* means the attached Grant Agreement between the Subrecipient and the State of Michigan which is funded by a SLFRF Subaward.
- *Recipient*, capitalized and lower-case, means the State of Michigan, as a recipient of a SLFRF Award from Treasury.
- *State* means the State of Michigan.
- *Subaward* means the State's SLFRF Subaward to you under the terms of the Grant Agreement and this Addendum.
- *Subrecipient* means the organization subject to the attached Grant Agreement and this Addendum and each of the Subrecipient's sub-awardees.
- *You and Your* means the Subrecipient subject to the attached Grant Agreement and this Addendum.

B. Terms and Conditions of the Federal Award

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, Treasury's final rule, and applicable federal laws and regulations. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

1. **SAM.gov Requirements.** All eligible Recipients and Subrecipients are also required to have an active registration with the System for Award Management (**SAM**) (<https://www.sam.gov>) pursuant to 2 CFR Part 25.
2. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents until at least December 31, 2031. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office (**GAO**), Treasury's Office of Inspector General (**OIG**), and their authorized representative in order to conduct audits or other investigations.

3. **Single Audit Requirements.** Recipients and Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's OIG. Note that the Compliance Supplement provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated and is made available in the Federal Register and on OMB's website: <https://www.whitehouse.gov/omb/office-federal-financial-management>. Recipients and Subrecipients should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions. Auditees must follow the Responsibilities listed at 2 CFR 200.508.
4. **Civil Rights Compliance.** Recipients and Subrecipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that Recipients and Subrecipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

5. **Categories of Use.** The four statutory categories for use of FRF funds are included below as outlined in the applicable guidance. The program design has been approved to ensure that the program meets one of the categories below:
 - a. To respond to the COVID-19 public health emergency or its negative economic impacts.
 - b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work.
 - c. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency.
 - d. To make necessary investments in water, sewer, or broadband infrastructure.

C. Eligible Uses of the Federal Award and Mandatory Financial and Performance Reporting

Treasury has established the following requirements for all uses of SLFRF funds for the project to which this Grant Agreement pertains.

1. **Eligible Costs Timeframe.** As determined by the SLBA, Recipients may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on the Contract Start Date, and ends on the Contract End Date, but only to the extent that the disbursed Program Funds for the obligations incurred are actually spent by the Contract End Date. Costs for projects incurred prior to the Contract Start Date are not eligible.

Any Program Funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended Program Funds that have been provided to Subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). For the purposes of determining expenditure eligibility, Treasury's final rule provides that "incurred" means the recipient has incurred an obligation, which has the same meaning given to "financial obligation" in 2 CFR 200.1.

2. **Statutory Eligible Uses.** SLFRF funds must be used on a project or projects that meet one of three statutory categories, including, for purposes of the Agreement, to respond to the COVID-19 public health emergency or its negative economic impacts. Treasury adopted an Interim Final Rule in May 2021 and the Final Rule on January 6, 2022, to implement these eligible use categories and other restrictions on the use of Program Funds under the SLFRF program.

The eligibility, reporting, and other requirements set forth in this Addendum are subject to review, revision, and amendment as required by Treasury in any future Congressional or Treasury rule, regulation, guidance, overview, or other initiative affecting these requirements.

3. **Uniform Guidance.** Under the Final Rule issued by the U.S. Department of the Treasury at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, SLFRF awards are subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the Program Funds were expended in accordance with federal, state, and local regulations. In accordance with the Uniform Guidance, Program Funds received under this program shall be included on the Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.
4. **Prohibited uses.** Prohibited uses of SLFRF funds include but are not limited to:
 - a. A general infrastructure project that does not respond to a negative economic impact of the COVID-19 pandemic.
 - b. Deposits into a pension fund.
 - c. Non-Federal cost share or match.
 - d. To service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund.
 - e. A program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19 or that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19.
 - f. Expenditures that violate the conflict of interest requirements in the OMB’s Uniform Guidance including any self-dealing or violation of ethics rules. Recipients must establish policies and procedures to manage potential conflicts of interest.
 - g. Expenses that will be or have been reimbursed by another federal program.
 - h. Expenses related to research and development (R&D).
5. **Termination/Recovery of Program Funds.** Treasury requires any Program Funds received under the Grant Agreement, this Addendum, and any attached Schedule(s) that are expended in a manner that fails to comply with SLFRF and all other applicable laws to be returned to the Department of the Treasury. The State reserves the right to monitor the Subrecipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the Grant Agreement and return of Program Funds previously provided thereunder.

6. **Protected Personally Identifiable Information and the Privacy Act.** Under the Uniform Guidance (including but not limited to §§200.303, 338) and the Privacy Act of 1974 (5 U.S.C. § 552a), grant Recipients and Subrecipients must take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
7. **Expenditure Category.** Permissible uses of SLFRF funds must fall under at least one of Treasury’s “Expenditure Categories.” Each project, including the project to which the Grant Agreement pertains, is assigned one Expenditure Category. The attached Exhibits contain the reporting requirements specific to the Expenditure Category to your project. The State will provide guidance on and monitor your use of the SLFRF funds through the mandated reporting described at Paragraph 8 below.
8. **Reporting.** Treasury requires You and the State to file reports detailing Your use of SLFRF funds. Reports will be filed quarterly and annually through the life of the project and after completion. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 C.F.R. 200.1. Your organization should appropriately maintain accounting records for completing and reporting accurate, compliance financial data, in accordance with appropriate accounting standards and principles.

Your cooperation is essential to the State’s ability to meet its SLFRF reporting requirements to Treasury. Your receipt of the SLFRF funds to which the Grant Agreement pertains is conditioned on your compilation, maintenance, provision, and reporting of detailed accounting records and other necessary information to facilitate the reporting of accurate, compliant data and descriptions in accordance with appropriate accounting standards and principles.

Treasury requires the State to submit two kinds of reports detailing Subrecipients’ use of SLFRF funds: A quarterly **Project and Expenditure Report**; and an annual **Recovery Plan Performance Report**.

As a Subrecipient of a SLFRF Subaward, you must meet the following reporting requirements under this Subsection and all applicable laws and regulations.

- a. **The Quarterly Project and Expenditure Report** is filed on a quarterly basis and reports on projects funded, expenditures, and contracts and subawards over \$50,000. The reporting threshold is based on the total award amount allocated by Treasury under the SLFRF program, not the funds received by the Subrecipient as of the time of reporting. Each Quarterly Project and Expenditure Report will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar quarter. Quarterly Project and Expenditure Reports are not due concurrently with Annual Project and Expenditure Reports discussed below. The following Table summarizes the Project and Expenditure Report timelines for the State. See Section V of the agreement for your deadlines, which may be different than below:

REPORT	YEAR	QUARTER	PERIOD COVERED	DUE DATE
1	2024	1	JANUARY 1 - MARCH 31	APRIL 30, 2024
2	2024	2	APRIL 1 - JUNE 30	JULY 31, 2024
3	2024	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2024
4	2024	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2025
5	2025	1	JANUARY 1 - MARCH 31	APRIL 30, 2025
6	2025	2	APRIL 1 - JUNE 30	JULY 31, 2025
7	2025	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2025
8	2025	4	OCTOBER 1 - DECEMBER 31	JANUARY 31, 2026
9	2026	1	JANUARY 1 - MARCH 31	APRIL 30, 2026
10	2026	2	APRIL 1 - JUNE 30	JULY 31, 2026
11	2026	3	JULY 1 - SEPTEMBER 30	OCTOBER 31, 2026
12	2026	4	OCTOBER 1 - DECEMBER 31	MARCH 31, 2027

The following must be included in each Quarterly Project and Expenditure Report:

- i. Projects. Provide information on each SLFRF funded project. "Projects" are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project: name, identification number (created by the State), Expenditure Category, description, and status of completion. The description must be 50-250 words and include sufficient detail to provide understanding of the major activities that will occur. Projects should be defined to include only closely related activities directed toward a common purpose. The State will use the Required Programmatic Data described below and define projects at a sufficient level of granularity to report these metrics for a reasonably specific activity or set of activities in each project.

Projects should be scoped to align to a single Expenditure Category. For select Expenditure Categories, the State will also be asked to provide additional programmatic data (described further below).

- ii. Obligations and Expenditures. Report on the project's obligations and expenditures including:
 - Current period obligation
 - Cumulative obligation
 - Current period expenditure
 - Cumulative expenditure
- iii. Project Status. Report on project status each reporting period, in four categories:
 - Not Started
 - Completed less than 50 percent
 - Completed 50 percent or more
 - Completed
- iv. Program Income. Report the program income earned and expended to cover eligible project costs, if applicable.

- v. Subawards, Subawards, Contracts, Grants, Loans, Transfers, and Direct Payments. The State must also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the Recipient or Subrecipient that are greater than \$50,000.

In general, the State will be asked to provide the following information for each Grant Agreement, Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000:

- Subrecipient identifying and demographic information (e.g., UEI number, location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the State)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Aggregate reporting is required for all contracts, grants, transfers, loans, direct payments, and payments to individuals that are below \$50,000. This information will be accounted for by Expenditure Category at the project level.

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, the State must also report the names and total compensation of its five most highly compensated executives and their Subrecipients' executives for the preceding completed fiscal year if: (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. In general, most SLFRF recipients are governmental entities with executive salaries that are already disclosed, so no additional information must be reported.

All Subrecipients must register and maintain an updated profile on SAM.gov. The Subrecipient shall provide its SAM.gov number to the SLBA. The State is responsible for the Subrecipient's compliance with registering and maintaining an updated profile on SAM.gov.

- vi. Civil Rights Compliance. Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.
 - vii. Required Programmatic Data including, where applicable, Use of Evidence for your Expenditure Category as set forth in the attached Exhibits.
- b. **Capital expenditures and reporting.** To be eligible for SLFRF funds, capital expenditures must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class. No pre-approval is required for capital expenditures.

The State, and You when requested, must provide a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- Description of the harm or need to be addressed. Recipients and Subrecipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients and Subrecipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.
- Explanation of why a capital expenditure is appropriate. For example, Recipients and Subrecipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

- Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.
- Treasury presumes that certain capital projects are generally ineligible, including construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

D. General Provisions Required for all Federal Awards (2 CFR Pt. 200 Appdx. II)

1. Contracts and grant agreements for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Grant Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended. Contracts, grant agreements, and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract or grant award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti–Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required [certification](#). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

10. Procurement of recovered materials (2 CFR § 200.323). A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216).
 - a. Recipients and Subrecipients are prohibited from obligating or expending loan or grant Program Funds to:
 - (i) Procure or obtain;
 - (ii) Extend or renew a contract to procure or obtain; or
 - (iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
 - b. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those

affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(i) See Public Law 115–232, section 889 for additional information.

(ii) See also § 200.471.

12. Domestic preferences for procurements (§ 200.322).

- a. As appropriate and to the extent consistent with law, the non–Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT D

FEDERAL EXPENDITURE CATEGORY SCHEDULES

Schedule 2.23

U.S. Department of Treasury Reporting Requirements for Expenditure Category 2.23
Negative Economic Impacts – Assistance to Households
Strong Healthy Communities: Demolition and Rehabilitation of Properties

All eligible programs, services, and capital expenditures under Expenditure Category 2.23 must:

- A. Be designed to address a documented economic harm to a beneficiary or class of beneficiaries resulting from or exacerbated by the COVID-19 public health emergency;
- B. Describe how the aid given responds to and ameliorates that economic harm; and
- C. Be designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and reasonably proportional to the extent and type of harm experienced (scale of response must meet scale of harm).

Reporting Requirements for Expenditure Category 2.23 Projects:

A. In the Quarterly Project and Expenditure Report

1. Public Health and Negative Economic Impact

- (i) A brief description of the structure and objectives of the assistance program(s), including public health or negative economic impact experienced.
- (ii) A brief description of how the response is related and proportional to a public health or negative economic impact of COVID-19.
- (iii) Note: Capital expenditures are not considered “programs” or “services” and are only presumed to be a reasonably proportional response to an identified economic harm if they are enumerated in the Final Rule.

2. Capital Expenditures

- (i) Total expected capital expenditure, including pre-development costs, if applicable.
- (ii) Certain labor reporting must be provided:

A certification that all laborers and mechanics employed by contractors and subcontractors for the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be

performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”).

3. Household Assistance

- (i) Number of households served.

4. Project Demographic Distribution

- (i) Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following.
 - a. What Impacted and/or Disproportionately Impacted population does this project primarily serve? (Please select the population primarily served);
 - b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Select from the following options:

Expenditure Categories	Impacted	Disproportionately Impacted
Assistance to Households	<ul style="list-style-type: none"> • Low- or moderate-income households or populations¹ • Households that experienced unemployment • Households that experienced increased food or housing insecurity • Households that qualify for certain federal programs² • For services to address lost instructional time in K-12 schools: any students that lost access to in- person instruction for a significant period of time • Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (please specify) 	<ul style="list-style-type: none"> • Low-income households and populations³ • Households and populations residing in Qualified Census Tracts • Households that qualify for certain federal programs⁴ • Households receiving services provided by Tribal governments • Households residing in the U.S. territories or receiving services from these governments • For services to address educational disparities, Title I eligible schools⁵ • Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)

¹ Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

² For Impacted households, these programs are Children’s Health Insurance Program (“CHIP”); Childcare Subsidies through the Child Care and Development Fund (“CCDF”) Program; Medicaid; National Housing Trust Fund (“HTF”), for affordable housing programs only; Home Investment Partnerships Program (“HOME”), for affordable housing programs only.

³ Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

⁴ For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families (“TANF”), Supplemental Nutrition Assistance Program (“SNAP”), Free- and Reduced-Price Lunch (“NSLP”) and/or School Breakfast (“SBP”) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (“SSI”), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”), Section 8 Vouchers, Low-Income Home Energy Assistance Program (“LIHEAP”), and Pell Grants.

⁵ For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. “Title I eligible schools” means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

B. In the Annual Recovery Plan Performance Report

1. Uses of Funds

As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including services to households (such as affordable housing), small businesses, non-profits, and impacted industries.

2. Promoting Equitable Outcomes

Treasury encourages uses of funds that promote strong, equitable growth, including economic and racial equity. While this is not mandatory, the State is required to describe how, if at all, the SLFRF funds allocated to you:

- (i) Prioritize economic and racial equity as a goal;
- (ii) Name specific targets intended to produce meaningful equity results at scale; and
- (iii) Articulate the strategies to achieve those targets.
- (iv) In the Annual Report on your project, the State must also explain how its overall equity strategy translates into the specific services or programs offered in Expenditure Category 2.23 –Strong Healthy Communities: Demolition and Rehabilitation of Properties – to address impacts of the pandemic which have been most severe among low-income populations.

Each Annual Report must describe efforts to date, intended outcomes to promote equity, and an update, using qualitative and quantitative data, on how the recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. It should also describe any constraints or challenges that affected project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is described in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.