

MARTIN SANITARY DIVERSION DRAIN
INTRA-COUNTY DRAINAGE BOARD
OCTOBER 7, 2024
10:00 A.M.
AGENDA

**NOTE: THIS MEETING WILL BE HELD IN PERSON WITH TELECONFERENCE
OPTION FOR PUBLIC**

**Teams Meeting ID: 278 423 275 458
Passcode: y6fvQE**

**Call in Number: 1-917-933-5524
Passcode: 944 381 372#**

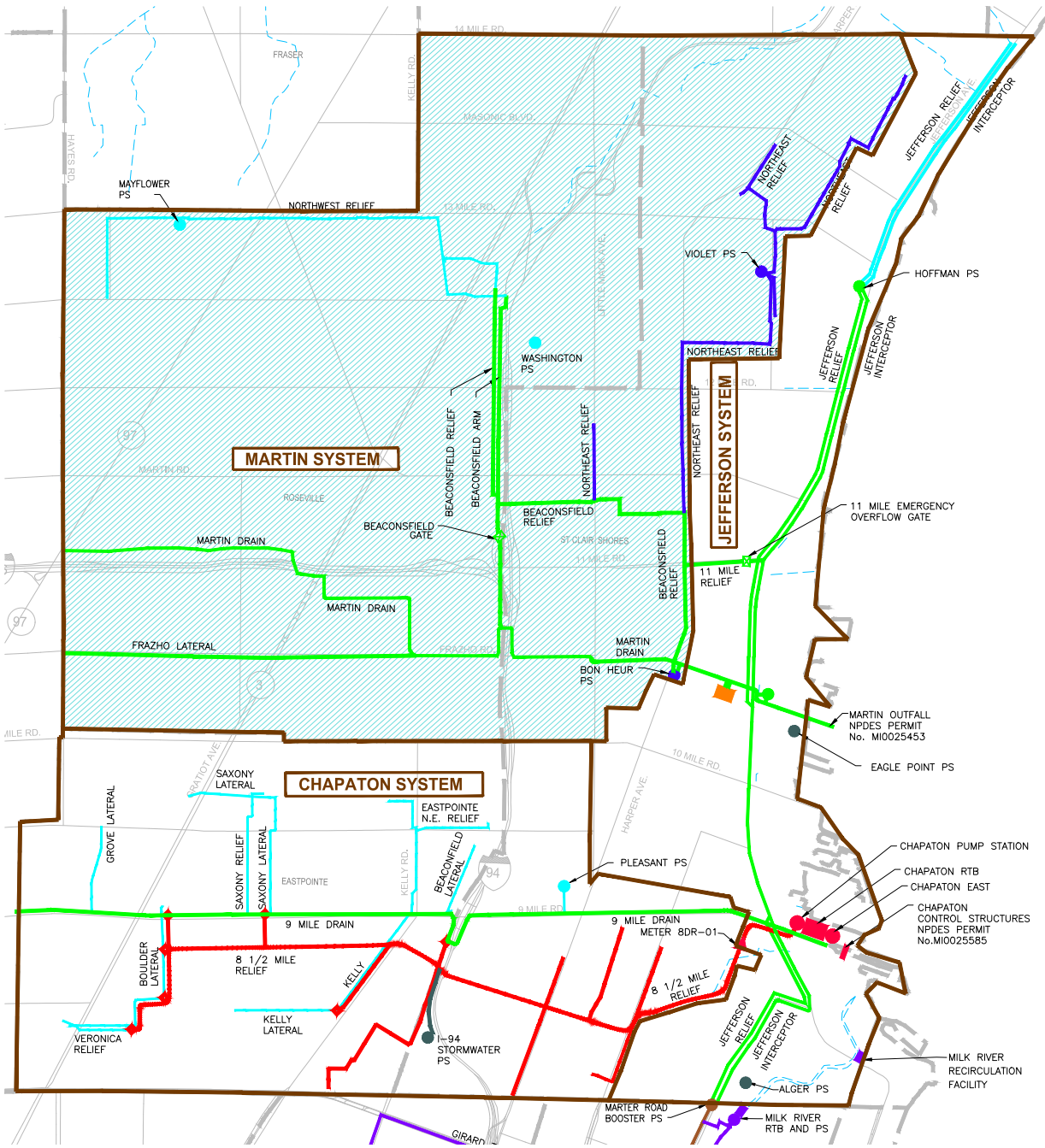
	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for October 7, 2024	
3. Approval of Minutes for September 9, 2024	3
4. Public Participation	
5. Project & Operations Update – Vince Astorino	5
6. Subrecipient Agreement with SEMSD - State \$5 million Grant – Jefferson Relief Sewer – Brian Baker	7
Motion: To approve and authorize the Drain Board Chair to sign the \$5 million State grant Subrecipient Agreement between the Public Works Office acting for the Martin District and the SEMSD.	
7. Consideration for approval of invoices (see attached)	29
8. Financial Report – Bruce Manning	30
9. Adjourn	

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

MARTIN SYSTEM MAP

Macomb County, MI

Southeast Macomb Sanitary District Wastewater Master Plan



SYSTEM LEGEND

(AS OF DATE OF PUBLICATION)

- SYSTEM BOUNDARY

DISTRICT LEGEND

(AS OF DATE OF PUBLICATION)

- 8 1/2 MILE RELIEF DRAIN DRAINAGE DISTRICT
- SOUTHEAST MACOMB COUNTY WASTEWATER DISPOSAL SYSTEM
- MARTIN SANITARY DIVERSION DISTRICT
- SOUTHEAST MACOMB SANITARY DISTRICT
- NORTHEAST SEWAGE DISPOSAL SYSTEM
- MILK RIVER INTERCOUNTY DRAIN DRAINAGE DISTRICT
- LOCAL MUNICIPALITY
- OTHER

ASSET LEGEND

- PUMP STATION
- FLOW CONTROL STRUCTURE
- RETENTION TREATMENT BASIN
- GRAVITY INTERCEPTOR
- OVERFLOW POINT

PLOT INFO: Z:\2018\181053\CAD\PRECED\SEMSD_OVERALL.DWG LAYOUT: FIG 3-4_MARTIN SYS DATE: 1/25/2020 TIME: 7:48:56 AM USER: MESEDKI

An adjourned meeting of the Intra-County Drainage Board for the **MARTIN SANITARY DIVERSION DRAIN** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Clinton Township, Michigan on September 9, 2024, at 10:02 A.M.

PRESENT: Candice S. Miller, Chair
Harold Haugh, Member
Bryan Santo, Member

PRESENT VIA TELECONFERENCE: Jessica Johnston, Sterling Heights DPW

ALSO PRESENT: Vince Astorino, Operations & Flow Manager; Brian Baker, Chief Deputy; Jeff Bednar, Environmental Resource Manager; Stephen Downing, Construction and Maintenance Manager; Steve Duchane, Community Services Coordinator; Norb Franz, Communications Manager; Boyd Getz, Environmental Specialist; Bruce Manning, Finance Manager; Pamela Sonnenberg, Administrative Assistant; Sarah Lucido, Board of Commissioners; Joseph Romano, Board of Commissioners; Don Van Syckel, Board of Commissioners

The meeting was called to order by the Chair, Candice S. Miller. A motion was made by Mr. Haugh, supported by Mr. Santo to approve the agenda as presented.

Adopted: YEAS: 3
NAYS: 0

Minutes of the meeting of August 12, 2024 were presented. A motion was made by Mr. Haugh, supported by Mr. Santo to approve the minutes as presented.

Adopted: YEAS: 3
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Astorino provided an update that Martin had no wet weather events this month.

The Martin Improvements project is scheduled to start this month. We are still waiting on a final schedule from the contractor.

There is no update on the USACE Green Infrastructure grant project at this time.

Ms. Miller said that the Jefferson Pipe is going out to bid today. We should receive the bids by the end of October. AEW has estimated the construction cost for the Jefferson Pipe at \$26.7 million, and total cost estimate at \$32 million, with an additional \$5 million to restore the road, totaling \$37 million.

A motion was made by Mr. Haugh, supported by Mr. Santo to receive and file the project and operations update as presented.

Adopted: YEAS: 3
NAYS: 0

The Chair presented the invoices totaling \$7,053.45 to the board for review and approval.

A motion was made by Mr. Santo, supported by Mr. Haugh to approve the invoices as presented.

Adopted: YEAS: 3
NAYS: 0

A motion to receive and file the financial report given by Mr. Manning was made by Mr. Haugh and supported by Mr. Santo.

Adopted: YEAS: 3
NAYS: 0

Mr. Duchane stated that the rain barrels have been delivered and are ready to go in the City of Roseville.

There being no further business, it was moved by Mr. Haugh, supported by Mr. Santo that the meeting of the Martin Sanitary Diversion Drain Board be adjourned.

Adopted: YEAS: 3
NAYS: 0

The meeting was adjourned at 10:09 A.M.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

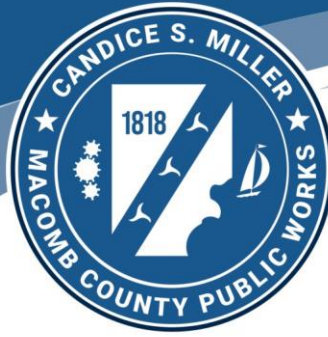
STATE OF MICHIGAN
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage Board for the Drainage District shown on the attached set of minutes, on September 9, 2024 the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



Candice S. Miller, Chair
Macomb County Public Works Commissioner

DATED: 9/09/2024



To: Martin Sanitary Diversion Drainage District Board Members

CC: File

From: Vincent Astorino, Operations Director

Date: October 7, 2024

Subject: Construction Projects Status Updates for the October 2024 Board Meeting

The following provides a status update for construction work completed within the Martin Sanitary Diversion Drain District (MSDDD) for the previous month.

Wet Weather Operations

No treated discharges since the last board meeting.

Martin RTB Improvements Project

Contractor: Reliance Building

Engineering Consultant: Fishbeck

Project Description:

The project consists of multiple items throughout the facility. A general list of items is listed below.

- Replacement of the Martin RTB dewatering gate which is original to the facility.
- Rehabilitation of the dry weather and drain underground vaults.
- Demolition of the old flushing system which includes pipe and pump removal along with properly abandoning the old underground flushing chambers.
- Installation of new underground electrical conduits to abandon old failing conduits.
- Chemical grouting of infiltration within the basement of the Martin building.
- Martin RTB blower and ductwork replacement.
- Equipment hatch cover replacement.

- Equipment crane and trolley replacement/rehab.
- Access hatch replacements around the RTB.
- New TRC sampling pump installations around the RTB.

Significant project tasks that have occurred over the past month:

1. Submittals are being received and processed by the engineering team.
2. Construction Activities per Update Period:
 - No construction activities at this time.
 - Anticipated mobilization is early October 2024.

Construction Costs:

	Date (if applicable)	Amount
Original Contract Amount		\$3,369,388.65
Total Spent to Date	Pay Apps. #	\$0.00
Remaining Budget		\$3,369,388.65

Design Projects

- USACE Green Infrastructure Grant
 - Have started the agreement process with USACE for this \$400,000 project with USACE covering \$300,000 of that. The \$100,000 match to be provided by MSDDD has already been budgeted.
 - USACE has started working on scope for the project. No update at this time.
 - USACE is proposing that there are not enough funds to design and construct this project. Therefore, it is being planned that this round of funding is purely for design.

CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS (SLFRF) (ALN 21.027)
SUBRECIPIENT AGREEMENT

This agreement is entered into by and between the Macomb County Public Works Office, a Macomb County government entity with its offices located at 21777 Dunham Road, Clinton Township, Michigan 48036, (herein called the "MCPWO") and the Southeast Macomb Sanitary District, a sewer system established under Public Act 129 of 1943 (the "SEMSD"), with offices located at 20001 Pleasant Street, St. Clair Shores, Michigan, and whose UEI number is MUN5FKTBJLQ5. The MCPWO has been designated as a recipient of funds received by the Michigan Department of Environment, Great Lakes, and Energy (the "State") under the Coronavirus State and Local Fiscal Relief Funds (SLFRF, ALN 21.027) program contained within the American Rescue Plan Act of 2021. As a recipient, the MCPWO has elected to distribute funds to SEMSD as a subrecipient for the purpose of aiding the MCPWO in covering costs related to construction of a new sanitary sewer on Jefferson Avenue from Rio Vista Street to 9 Mile Road in St. Clair Shores, Macomb County. This sewer interceptor project will reduce combined sewer overflows from the Martin Retention Treatment Basin into Lake St. Clair. The following statements and provisions are acknowledged and agreed upon by and between parties.

1. **Time of Performance** – This agreement between the MCPWO and the SEMSD shall go into effect on the day that SLFRF funds are made available to the SEMSD for expenditure and will remain in effect until December 31, 2026. Eligible expenditures under the SLFRF program will be reimbursed under the program provided that they were obligated between March 3, 2021 and December 31, 2024 and expended in accordance with generally accepted accounting principles no later than December 31, 2026.

Reporting of all expenditures requested to be reimbursed with SLFRF funds shall be reported to the MCPWO monthly by no later than the first (1st) of each month. A final report shall be reported to the MCPWO by no later than February 28, 2027. Unused budgeted SLFRF distributions can be recaptured by the MCPWO for other eligible projects if needed.

2. **Scope of Work** – The SEMSD shall complete the work as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The SEMSD will only use funds for eligible SLFRF expenditures, which must be pre- approved by the MCPWO in writing.
3. **Amendments** – The MCPWO or SEMSD may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by the MCPWO. Such amendments shall not invalidate the terms and conditions reflected in this Agreement not otherwise altered or impacted by the amendment, nor relieve or release the MCPWO or SEMSD from its obligations under this Agreement, except to the extent those obligations are altered by amendment.

The MCPWO may, at its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a written amendment signed by both the District and SEMSD. In the event such amendments are made for the purpose of conforming with Federal, State, or Local governmental guidelines, policies, and availability of funding, SEMSD shall have no claim or cause of action against the MCPWO.

SPECIAL CONDITIONS: The following special conditions apply:

4. **Compensation and Method of Payment** – MCPWO will pay to the SEMSD on a reimbursement basis, funds available under this Agreement based upon information submitted by the SEMSD and consistent with any approved budget and MCPWO policy concerning payment. **Payments will be made for eligible expenses incurred by the SEMSD, not to exceed the total budgeted distribution of SLFRF funds of \$5,000,000.00.** (see attached schedule). In order to receive reimbursement, SEMSD shall submit a Reimbursement Request Voucher, as provided by the MCPWO, to the MCPWO, along with support documentation, to obtain payment for costs incurred under this Agreement.

Indirect cost rate for the Federal award: *N/A*

5. **Records, Reports, Monitoring and Audits** – The SEMSD shall maintain all records required by the Federal regulations specified in 2 CFR 200 and the SLFRF Compliance and Reporting Guidance. Such records shall include but not be limited to: records providing a full description of each activity undertaken, records required to determine eligibility of activities, and records required to document acquisition, including financial records.

All SEMSD records with respect to any matters covered by this Agreement shall be made available to the MCPWO, the Comptroller General of the United States, the Office of the Inspector General of the United States Treasury, or any of their authorized representatives, at any time, as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SEMSD within 30 days after receipt by the SEMSD. Failure of the SEMSD to comply with the above audit requirements will constitute a violation of this contract and may result in withholding of future payments. The SEMSD hereby agrees to have an annual agency audit conducted in accordance with the audit requirements set forth in 2 CFR 200, Subpart F - Audit Requirements.

6. **Grant Administration** – the SEMSD will comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements as defined by 2 CFR 200.
7. **Program Income** – the SEMSD is not expected to receive Program Income as defined at 2 CFR 200.80. Should that occur, SEMSD will report and remit the income received to the MCPWO.
8. **Other Requirements** – the SEMSD must comply with each of the following:
 - a. Anti-Discrimination/Affirmative Action and Equal Employment Opportunity – SEMSD will comply with President's Executive Order 11246 of September 24, 1965.
 - b. Grant Monitoring – In accordance with 2 CFR 200.331, SEMSD monitoring will be required. In addition, the MCPWO reserves rights to perform additional procedures or may impose additional specific award conditions as determined are necessary by the MCPWO per 2 CFR 200.207.
9. **Suspension or Termination for Cause:** In accordance with 2 CFR part 200, subpart D, the SEMSD's failure to fulfill the terms of this Agreement, or SEMSD's violation of its covenants, agreements or stipulations, may result in full or partial suspension or termination of this Agreement by the MCPWO. Upon termination, if applicable, the SEMSD will provide all expenditures not yet submitted for reimbursement as of the date of suspension or termination. Expenditures occurring after the date of suspension or termination will not be eligible for reimbursement. Suspension or termination would not relieve the SEMSD of its obligations under this agreement, including Reversions of Assets, Record Retention, Monitoring, or Audits for activity occurring before suspension or termination. Final payments under the grant may be withheld until the amount of damages is determined.
10. **Termination for Convenience:** Either party may terminate this Agreement by giving written notice to the other party at least thirty days prior to termination. Upon termination, SEMSD would be paid for permissible services rendered under this Agreement up to the date of termination.
11. **Record Retention:** Per 2 CFR 200.333, the SEMSD shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. If there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three (3) year period, such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three (3) year period, whichever is greater.

All records are public to the extent allowed by State and Federal Freedom of Information law, unless protected by Federal and State privacy law. Personal income, address, individual and family names,

and payroll information (including but not limited to names, addresses and social security numbers of payees) may not therefore be released unless such identifiers have been removed to the extent required by law.

12. Reversion of Assets - The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of the SLFRF program, with the applicability and cross reference to 2 CFR 200 which include but are not limited to the following:

- a. The SEMSD shall transfer to the MCPWO any SLFRF funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
- b. Real property under the MCPWO's control that was acquired or improved, in whole or in part, with SLFRF funds under this Agreement, shall remain the property of the MCPWO at the time of expiration, cancellation, or termination of this Agreement.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold on or before December 31, 2026, such proceeds must be reverted back to the MCPWO.
- d. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold after December 31, 2026, such proceeds shall be retained by the MCPWO.

13. Legal Indemnity - SEMSD will indemnify, defend, and hold harmless the MCPWO, its officials, volunteers, boards, commissions, and agents against any and all expense and liability arising from any act, omission, or negligence of the SEMSD. SEMSD will immediately notify the MCPWO of any threatened or actual litigation related to activities under this agreement, or the CRF program. MCPWO may enter into such litigation to protect its interests as they may appear.

In the instance of expense and liability arising from non-compliance with Federal Regulations, the SEMSD's financial liability under this section of the agreement shall not exceed the cumulative amount of CRF funds expended for the benefit of the project or activity for which the act of program or regulation noncompliance occurs.

If the act of non-compliance is on the part of the SEMSD, the SEMSD is fully responsible for all legal and financial expense and liability, which may include, but is not limited to, any fines or penalties imposed by the U.S Treasury or other government agencies resulting from the act of non-compliance.

14. Relationship of District and SEMSD - SEMSD and the MCPWO are two independent entities. No partnership, association, or joint enterprise exists between them because of this agreement. This agreement, moreover, will not be construed as making an employee of the SEMSD an agent or employee of the MCPWO.

15. Conflict of Interest - The SEMSD agrees to abide by the provisions of 2 CFR 200.318, which includes (but is not limited to the following):

- a. The SEMSD shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal Funds.
- b. No employee, officer or agent of the SEMSD shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. The officers, employees, and agent of the SEMSD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the SEMSD may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SEMSD.

- 16. Notification of Legal Action** - SEMSD will provide written notice to the MCPWO should it intend to pursue a claim against the MCPWO for breach of any terms of this Agreement. SEMSD will wait for at least 90 days before filing suit and, at the request of MCPWO, will meet with an appointed MCPWO representative to attempt to resolve the dispute.
- 17. Federal Regulations:** The Final Rule of the U.S. Department of Treasury implementing the distribution of SLFRF, as it is in effect at the time SEMSD expends funds pursuant to this Agreement, is hereby incorporated into this Agreement as though fully set forth herein. The SEMSD may view the entire Code of Federal Regulations (CFR) at <http://www.ecfr.gov>.
- 18. Remedies for noncompliance** - As described in 2 CFR 200.338, if the SEMSD fails to comply the Final Rule, or with any Federal statutes, regulations, or terms and conditions of a Federal award, the Federal awarding agency, the MCPWO may impose additional conditions, as described in 2 CFR 200.207
- 19. Specific conditions.** If the Federal awarding agency or the MCPWO determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
 - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the Federal award.
 - d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
 - e. Withhold further Federal awards for the project or program.
 - f. Take other remedies that may be legally available.
- 20. Severability** - If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected, and all other parts of this Agreement shall remain in full force and effect.
- 21. Equal Access** - The SEMSD will comply with the equal access requirements at 24 CFR 5.106.
- 22. No Assignment** – Through this Agreement, SEMSD is designated a Subrecipient of funds received by the MCPWO from the State, as permitted by 42 USC § 803(c)(3). This agreement is otherwise non-assignable with duties that are non-delegable.
- 23. National Policy Requirements:** The SEMSD will comply with the Statutory and national policy requirements at 2 CFR 200.300.

[SIGNATURES ON FOLLOWING PAGE]

this agreement below, and agree to abide by all terms as set forth herein.

The Southeast Macomb Sanitary District

By: [Signature]
Its:

Witnessed by:

[Signature]
Date: 9/11/2024

[Signature]

ROBERT H. Taylor
Print Name & Title
Date: 9/11/24

Witnessed by:

[Signature]
Date: 9/11/2024

The Macomb County Public Works Office

By: _____

Its:

Witnessed by:

Date: _____

Print Name & Title

Date: _____

Witnessed by:

Date: _____



WATER INFRASTRUCTURE GRANT AGREEMENT (ARP FUNDED)

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND **MACOMB COUNTY PUBLIC WORKS OFFICE**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **Macomb County Public Works Office** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022 and/or P.A. 119 of 2023. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Jefferson Relief Sewer Project

Project #: EM-013

Amount of grant: \$5,000,000

100% of grant federal funding

PROJECT TOTAL: \$25,600,000

Start Date: 3/3/2021

End Date: 9/15/2026

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury

CFDA Number and Name: 21.027

FAIN Number: SLFRP0127

Research and Development Award: Yes No

SLFRF Category: 5.2 Clean Water: Centralized Wastewater Collection and Conveyance

SLFRF Short Name: FRF2860-EM013

Major Program: ARPCW

GRANTEE CONTACT INFORMATION:

Name/Title: Candice S. Miller, Public Works Commissioner

Organization: Macomb County Public Works Office

Address: 21777 Dunham Road

City, State, ZIP: Clinton Township, MI 48036

Phone Number: 586-469-5325

E-Mail Address: public.works@macombgov.org

Federal ID: 38-6004868

Grantee UEI Number: ZJDYV9CL9DF4

SIGMA Vendor Number: CV0048039 Address Code: 004

STATE’S CONTACT INFORMATION:

Name/Title: Marley Diatkar, Departmental Analyst

Division/Bureau/Office: Finance Division

Address: 525 West Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-599-8338

E-Mail Address: DiatkarM@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

	Candice S. Miller, Public Works Commissioner	
Signature	Name/Title	Date

FOR THE STATE:

	Kelly Green, Administrator	
Signature	Name/Title	Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	Mar 15
Mar 1 – Mar 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	Aug 15

Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 10*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State’s year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State’s contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant, including Uniform Guidance for Federal Awards (2 CFR 200).

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee’s receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State’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 State’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State 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 Agreement. Further, the State 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 Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

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

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)

- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

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

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

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

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

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

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

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

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

H) 200.333 Fixed amount subawards

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

IX. 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 and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this 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, or physical or mental disability 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 subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. 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.*

XI. LIABILITY

(A) The Grantee, not the State, 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 Agreement, if the liability is

caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement 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 grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) 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.

- (3) 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 (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

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

XX. CANCELLATION

This Agreement may be canceled by the State, 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 State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State 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 State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any 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 or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. 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.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

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

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) 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
- (3) 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
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

XXV. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project is 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."

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget’s Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

PROGRAM-SPECIFIC BOILERPLATE

XXVI. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

XXIX. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

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

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

Programs are required to follow the Uniform Guidance provisions that are included in the document. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 12, 2022).

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, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project involves construction of a new sanitary sewer on Jefferson Avenue from Rio Vista Street to 9 Mile Road in St. Clair Shores, Macomb County. This sewer interceptor project will reduce combined sewer overflows into Lake St. Clair by conveying combined sewage to the Chapaton Retention Basin for additional system storage during wet weather events. This will also reduce combined sewer overflows from the Chapaton and Martin Retention Treatment Basins into Lake St. Clair.

This grant will be specifically used for the construction of approximately 3,571 linear feet of sixty-inch sewer main. The remaining costs associated with the project will be covered by other funding sources.

EGLE approved estimated project costs include:

Task	Budget
Total Project Cost	\$25,600,000
Total Grant Amount	\$5,000,000

Indirect costs are not allowed under this agreement.

Based upon guidance governing ARPA funding, all work pertaining to this project, including any sub-grantee activity, must be completed by December 31, 2026.

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.
2. A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
4. All local, state, and federal permits, if required, must be obtained by the grantee prior to construction.
5. Completion of grant funded work does not constitute approval by EGLE's Water Resources Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All systems need to meet required compliance deadlines and approval

and execution of this grant contract does not alter a system's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 15 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLE's website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

MARTIN SANITARY DIVERSION
09/17/2024 - 10/01/2024

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
Martin Sanitary Diversion Drain	Chapter 20 Roseville - 78.09% St. Clair Shores - 21.91%	Astorino	Amazon	\$ 550.00	Invoice #137N-TTKW-WMWK - 09.02.24	Dewatering Pump	
		Astorino	DTE Energy	\$ 682.46	Invoice #24-696 - 09.24.24	Monthly Electric - 08.16.24 - 09.16.24	
		Astorino	Fishbeck	\$ 7,656.70	Invoice #441410 - 09.04.24	RTB Improvements CCA	\$ 337,527.50
		Astorino	Swan Analytical	\$ 788.60	Invoice #CD10013721 - 08.06.24	Suction Tubing	
		Total			\$ 9,677.76		

YTD Budget

Fund: Martin Sanitary Diversion

As of Fiscal Period: Oct 1, 2023-Sept 30, 2024 (100%)

DESCRIPTION	2024 FINAL BUDGET	ENCUMBERED	ACTUAL	REMAINING BUDGET	PCT UTILIZED
REVENUE ACCOUNTS					
Investment Inc-Interest	28,000		23,731	4,269	84.8%
Reimb-Local Communities	1,113,520		1,113,520	-	100.0%
Federal Earmark	1,000,000			1,000,000	0.0%
PY Revenue-Fund Balance	1,188,490			1,188,490	0.0%
<i>Total Revenue Accounts</i>	3,330,010	-	1,137,251	2,192,759	34.2%
EXPENSE ACCOUNTS					
Application/Permit Fee	6,000		6,000	-	100.0%
Dues, Training, Conf, Subs.	3,380		1,072	2,308	31.7%
<u>Engineering</u>					
-Martin Improvement Project	2,402,210		31,533	2,370,677	1.3%
-Martin Electrical Improvements	309,000			309,000	0.0%
-As Needed Engineering	57,000		118	56,882	0.2%
-USACE Green Infrastructure Project(Reserves)	-		100,000	(100,000)	100.0%
-Misc Sewer Repairs	20,000			20,000	0.0%
Equipment	6,850		6,621	229	96.7%
Operating Supplies	72,280		77,116	(4,836)	106.7%
Other Professional Svcs	12,200		6,159	6,041	50.5%
Personnel Services	242,930		128,039	114,891	52.7%
Repair & Maintenance	134,800		36,628	98,172	27.2%
Contribution to SCADA Reserve	5,810			5,810	0.0%
Scada System	11,410		5,847	5,563	51.2%
Utilities	46,140		15,394	30,746	33.4%
<i>Total Expense Accounts</i>	3,330,010	-	414,527	2,915,483	12.4%

	O&M Balance 9/30/2023	O&M	Total 9/30/2024
Cash - Operating	1,915,814	722,724	2,638,538
Assets			0
Liabilities			0
Revenues		1,137,251	1,137,251
Expenditures		414,527	414,527
Equity	1,915,814		2,638,538

Detail of 2023 Equity

Misc Sewer Repairs	20,000
USACE Green Infrastructure Project	100,000
SCADA Reserves	-
As Needed Engineering	27,000
Martin Improvement Project	1,042,529
Capital Reserve	726,285