



**MICHIGAN ECONOMIC  
DEVELOPMENT CORPORATION**

# **Revitalization and Placemaking (RAP)**

---

## **Grantee with Sub-Grantees Agreement Overview**

# RAP Contacts

## Compliance Staff Contacts:

**Haneen Wraikat, Compliance Specialist, [wraikath@michigan.org](mailto:wraikath@michigan.org)**

**Madelaine Clapp, Senior Compliance Specialist, [clappm1@michigan.org](mailto:clappm1@michigan.org)**

**Shane Schamper, Compliance Manager, [schampers@michigan.org](mailto:schampers@michigan.org)**

# Grant Housekeeping Notes

## Point of Contact (POC) for Grantee

- Name of person, title and contact information. This should be a single POC and compliance staff should be able to get what is necessary through this POC.
- Should also be the person designated to submit reporting and milestone requirements into the Community Project Portal.
  - Contact compliance if you do not have an account to access the Portal.
- Documents requested for sub-grantees are the Grantees responsibility to obtain.

## Reporting Reminders

- Due reports and milestones will appear within 90 days of the due date.
- Previously submitted reports are available to view in the Project Portal.
- Late reports have penalties attached.



# Grant Purpose and Recitals

## **This section includes:**

- Grantees are responsible for administering their RAP funds and for their sub-grantees compliance.
- Grantees may request reimbursement for 50% of Eligible Costs, not to exceed the Awarded Grant Amount.
  - Fixed award, will not be increased



# RAP Agreement – Article II

## **This section includes:**

- Your Grant Manager and contact information
- Last 4 digits of account used to establish SIGMA Vendor
  - This needs to be the same account when disbursements are made.
  - Changing the account may result in a delay in receiving a disbursement.
- Section 2.5 - Grantee Duties
  - Reporting Due Dates
  - Sub-Grants and Criteria
    - Must obtain written approval of proposed sub-grants, prior to requesting Grant Disbursements.
    - Each sub-agreement must include bulleted provisions.
      - ❖ Sub-Grantee Agreement Checklist is available on the RAP webpage
  - Sampling
    - Grantee is responsible for designing, developing and implementing its own process to substantiate self-certifications.



# RAP Agreement – Article III



## **This section includes:**

- Section 3.7 - Prohibited Uses
  - Lists prohibited uses as stated by the State.
  - Not an all-inclusive list. See Exhibit G, subsection C(4) for Federally prohibited uses.
- Section 3.13 - Unused Funds
  - All Federal funds not expended by **September 1, 2026** must be returned.
  - Administrative funds must be returned by **October 1, 2028**.
- Section 3.18 - Records Access
  - Retain all records related to the Agreement until December 31, 2031.
  - Grantee will provide a copy of the Single Audit to the MSF, when completed.
- Section 3.21 - Administrative Costs
  - Eligible uses, 2 CFR 200.413
  - Ineligible uses, 2 CFR 200.414

# RAP Agreement – Article V

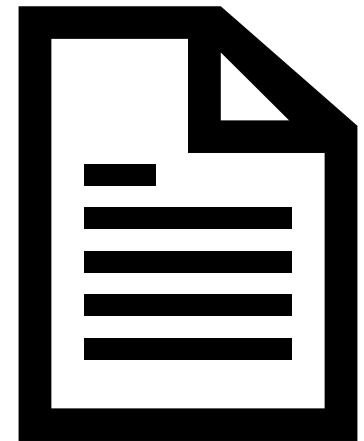
## **This section includes:**

- Section 5.1 - Events of Default
  - Failure to provide timely reports, Failure to submit milestones, Improper use of funds, Paying below prevailing wage.
  - Default notices will only be addressed to Grantee.
    - The Grantee is responsible for sub-grantee's compliance.
  - Defaults require prompt resolution to maintain compliance.
- Section 5.2 - Available Remedies
  - May discontinue grant disbursements until resolution, or full repayment of grant
  - Termination of Agreement
  - May result in financial penalties
  - Not an all-inclusive list of potential remedies. Circumstances may be considered.
- Section 5.4 Progress Report Penalty & Section 5.5 Federal Report Penalty
  - \$5,000 penalty for each sub-grant that fails to submit timely State progress reports.
  - \$5,000 penalty for each sub-grant that fails to submit timely Federal progress reports.

# RAP Agreement – Article VI

## **This section includes:**

- Section 6.11 Amendment
  - The agreement may not be modified or amended without MSF Fund Manager approval.
  - In the event that federal laws, statutes, rules or regulations related to SLFRF funds change, the Agreement will be immediately interpreted, modified, applied, and enforced consistent with those changes. The MSF will incorporate changes and execute an amendment as soon as possible





# RAP Agreement – Project Portal for Reporting

## To complete reporting:

- Access to Project Portal is required
  - Project Portal login link, <http://medchome.force.com/ProjectPortal>
  - A [User Guide](#) is available to assist.
- POC to receive automated email reminders
- Records of previously submitted reports will be available in the Project Portal
- All reporting will be submitted through the Project Portal:
  - Federal Quarterly and Annual Reporting
  - State Annual Reporting
  - Milestone Reporting
    - Disbursement Requests

## Federal

### Quarterly Project and Expenditure Report

- January 1
- April 1
- July 1
- September 1

### Annual Recovery Plan Performance Report, *if requested*

- July 1

## State

### Annual Progress Report

- October 1

### Completion of Key Milestones

- As seen in RAP Grant Agreement
- Disbursement Requests

# RAP Agreement – Exhibit A

## Exhibit A – Defined Terms

- Defined terms are seen throughout the Agreement, but are summarized in Exhibit A.
- Although not a comprehensive list, a few noteworthy definitions:
  - (b) "Addendum" or "Federal Master Addendum"
  - (m) Eligible Costs:
    - Acquisition
    - New construction
    - Alteration/improvements
    - Site improvements
    - Machinery and equipment
    - Professional fees
    - Developer fees (not to exceed 4% of total project costs)
  - (ll) or (mm) SLFRF Regulations

# RAP Agreement – Milestone One (Exhibit C)

## Milestone One Requirements and Review

- By no later than the due date specified in the Grant Agreement
- Be current on any due reporting
- Provide the following for each Sub-Grant Project:

- Exhibit B

Legal Name of Sub-Grantee	
Total Investment	The Sub-Grantee plans to make a total investment of approximately \$ _____ to the Project.
Property Description	The Property is commonly known as _____
Legal Description	The Property is legally described as: _____

- Exhibit D

Sub-Grantee Legal Name and Federal Unique Entity Identifier Number (UEI)	Federal Expenditure Category (see Exhibit H: 2.22, 2.31, or 2.35)	Revitalization or Placemaking Purpose (see Exhibit A (jj))	Total Eligible Costs

# RAP Agreement – Milestone Two (Exhibit C)

## Milestone Two Requirements and Review

- By no later than the due date specified in the Grant Agreement
- Be current on any due reporting
- Provide the following for each Sub-Grant Project:
  - Exhibit E-1
  - Copy of GMP for Sub-Grant Project
    - Regardless of actual date a reimbursement is requested, the GMP is due no later than July 31, 2024
  - Documentation supporting expenditure of Eligible Costs from and after March 3, 2021
    - Milestone Two Reimbursement will not exceed 50% of submitted eligible costs
  - Confirmation from the Grantee and Sub-Grantee regarding SAM.gov registrations and UEI's.
    - Upload a print-screen showing that the Sub-Grantee is registered with the print-screen including an effective search date.



# RAP Agreement – Milestone Three (Exhibit C)

## **Milestone Three Requirements and Review**

- By no later than the due date specified in the Grant Agreement
- Be current on any due reporting
- Provide the following for each Sub-Grant Project:
  - Exhibit E-1
  - Documentation supporting expenditure of Eligible Costs from and after March 3, 2021
    - Milestone Three Reimbursement will not exceed a Sub-Grantee's Maximum Grant Award.
    - Eligible Costs submitted must be accurate, permitted, and not already reimbursed.

# RAP Agreement – Disbursement Request

## **Milestone Two and Three Disbursement Requests:**

- Once milestone is submitted in the Project Portal, you will be prompted to make a Disbursement Request.
- Grant Manager has 30 days, upon receipt of milestone submission, to do one of the following: Request additional information and/or site visit; Reject the Milestone; Approve the Milestone
  - Grantee will have a default 30-day period to respond to written requests for additional information, or to address issues resulting from a rejected milestone.
  - Funds will be disbursed as fast as possible in accordance with the agreement.

# RAP Agreement – Milestone Four (Exhibit C)

## Milestone Four Requirements and Review

- By no later than the due date specified in the Grant Agreement
- Be current on any due reporting
- Provide the following for each Sub-Grant Project:
  - Exhibit E-2
  - Unconditional Certificate of Occupancy for all or any residential units, and at a minimum, temporary or conditional Certificate of Occupancy for Retail/Commercial space assuming only tenant improvements remain.
  - Final Report from Grantee showing that 100% of Grant funds (less Admin Dollars) have been disbursed.
  
- Grant Manager has 30 days, upon receipt of milestone submission, to do one of the following: Request additional information and/or site visit; Reject the Milestone; Approve the Milestone

# RAP Agreement – Exhibit F

## Exhibit F – State Required Reporting

- Required for each Sub-Grant
  - Covers period of 10/1 - 9/30, and is due annually 10/1
  - Collects data to report to the Michigan Legislature
- 
- (a) the amount of financial support other than State resources;
  - (b) the projected number of both new and retained jobs and the projected average annual salary for both the new and retained jobs for each Sub-Grant Project;
  - (c) the actual number of both new and retained jobs and the actual average annual salary for both the new and retained jobs for each Sub-Grant Project;
  - (d) a narrative of Eligible Costs completed during the reporting period;
  - (e) the actual amount of private investment attracted to the Project;
  - (f) the total actual amount of square footage revitalized or added by the Project. The square footage must be reported by category, including, but not limited to, commercial, residential, or retail (and if applicable, the actual number of residential units revitalized or added by the Project); and
  - (g) the total actual number of residential units revitalized or added by the Project.



# RAP Agreement – Exhibit G

## Exhibit G – Federal Master Addendum

- Every party is responsible for complying with the federal requirements of State and Local Federal Relief Funds (SLFRF), which are being administered through the RAP Program
- Single Audit
  - When a non-Federal entity expends more than \$750k in federal funds within their fiscal year
  - For non-government entities, an [alternative reporting method](#) may be used.
- Civil Rights Compliance
  - Includes providing proof, when requested, of compliance with Title VI, Section 504, and Title IX
- Uniform Guidance
  - [2 CFR 200](#)
- Federal Prohibited Uses
- Federal Quarterly Project and Expenditure Report
- Federal Annual Recovery Plan Performance Report
  - Must be able to provide documentation [if and as requested](#)
- General Provisions - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
  - [2 CFR 200, Appdx. II](#)

# RAP Agreement – Exhibit G

## Federal Quarterly Reporting Requirements

- Each Expenditure Category (2.22, 2.31, 2.35) obtains the same data for each quarterly report
  - Projects under the 2.31 Category will have one extra question to answer
  - Projects under the 2.35 Category will have two extra questions to answer
- Each Quarterly Report must be submitted via Project Portal
  - Each Grantee has one Point of Contact assigned, and responsible, for submitting Sub-Grantee's reports.
- If project is in construction phase, a complete list of subcontractors who completed work during reporting period must be uploaded.
- Upon submission, your Grant Manager will review the report and list of subcontractors
  - Grant Manager may respond requesting additional information, or corrections, for the report.
- Once report is approved, the Grant Manager will request documentation to sample for Davis-Bacon compliance.

# RAP Agreement – Exhibit G

## Davis-Bacon Reporting Requirements

- After the Sub-Grantee's Quarterly Report is submitted, the Grant Manager will select a contractor's payroll to review, from the list provided in the quarterly report.
  - Grantee is responsible for designing, developing and implementing a sampling process for their Sub-Grantees to ensure Davis-Bacon compliance.
- Payroll must include, at a minimum, the following:
  1. Project Address
  2. Payroll Date
  3. Work Classification
  4. Correct rate + fringe (prevailing wage)

# RAP Agreement – Exhibit G

## Davis-Bacon Compliance

- Grantee must ensure Sub-Grant Projects have a current Wage Decision(s) attached to GMP's.
  - Wage Decision(s) can be found on SAM.gov (<https://sam.gov/content/wage-determinations>)
  - There are 4 different types of [Wage Decisions](#).
    - Building
    - Heavy
    - Highway
    - Residential
- The Wage Decision(s) must be used by all contractors working on project, and should be included in contracts to ensure prevailing wage is paid.
- A [Davis-Bacon Checklist](#) is available for Grantees to utilize.

# RAP Agreement – Exhibit G

## **Annual Recovery Plan Performance Report (*as requested*)**

- MEDC may request additional, qualitative, narrative to include in the Annual Recovery Plan Performance Report. In such a case, the Grantee may need to provide a description of the following:
  - Use of Funds - How project(s) is responding to the negative economic impacts of the COVID-19 public health emergency.
  - Promoting Equitable Outcomes - How project promotes strong, equitable growth, including racial equality.

# RAP Agreement – Exhibit H

## Exhibit H – Federal Expenditure Categories

- 2.22: Negative Economic Impacts – Strong Healthy Communities: Neighborhood Features that Promote Health and Safety
- 2.31: Negative Economic Impacts – Assistance to Small Businesses: Rehabilitation to Commercial properties or Other Improvements
- 2.35: Negative Economic Impacts – Aid to Impacted Industries: Tourism, Travel, Hospitality
  1. 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;
  2. Describe how the aid given responds to and ameliorates that economic harm; and
  3. 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).



**MICHIGAN ECONOMIC  
DEVELOPMENT CORPORATION**

# THANK YOU

---

**Questions can be directed to your RAP Grant Manager**