



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Community & Economic Development Committee
Agenda

Wednesday, January 21, 2026

5:30 PM

**324 S.Saginaw St., Bryant "BB"
Nolden Auditorium**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2026-0049](#) Approval of Meeting Minutes - December 3, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2755](#) Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$730,000.00, to provide for the construction of the Fenton Road - Phase One non-motorized trail project
2. [RES-2025-2756](#) Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$275,000.00, to provide for Trails Staff Support, Website Design, and Marketing Grant to implement Genesee County's Strategic Trails Plan
3. [RES-2026-0035](#) Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of \$441,282.00, to provide for Genesee County's Weatherization Program; this grant requires a \$28,164.00 match

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0049

Agenda Date: 1/21/2026

Agenda #:

Approval of Meeting Minutes - December 3, 2025



GENESEE COUNTY

M I C H I G A N

Genesee County Community & Economic Development Committee Meeting Minutes

Wednesday, December 3, 2025	5:30 PM	324 S.Saginaw St., Bryant "BB" Nolden Auditorium
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I. CALL TO ORDER

Commissioner Brown called the meeting to order at 5:30 PM.

II. ROLL CALL

Present: Beverly Brown, Dale K. Weighill, James Avery and Brian K. Flewelling

Absent: Delrico J. Loyd

III. APPROVAL OF MINUTES

[RES-2025-2762](#) Approval of Meeting Minutes - November 5, 2025

RESULT: APPROVED

MOVER: Brian K. Flewelling

SECONDER: Dale K. Weighill

Aye: Chairperson Brown, Vice Chair Weighill,
Commissioner Avery and Commissioner Flewelling

Absent: Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-847](#) Community Acceleration and Revitalization Initiative (CARI) Proposal Support

[25-848](#) Update on CVB Event Funding Request Application

[25-849](#) Broadband Task Force Update-\$4 Million Budget Allocation and Next Steps

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2739](#) Approval of Catholic Charities Transfer Requests

 RESULT: REFERRED
 MOVER: Dale K. Weighill
 SECONDER: James Avery

 Aye: Chairperson Brown, Vice Chair Weighill,
 Commissioner Avery and Commissioner Flewelling

 Absent: Commissioner Loyd
2. [RES-2025-2770](#) Genesee: Our County, Our Future Master Plan - Comment Period
 Approval Request

 RESULT: REFERRED
 MOVER: Dale K. Weighill
 SECONDER: James Avery

 Aye: Chairperson Brown, Vice Chair Weighill,
 Commissioner Avery and Commissioner Flewelling

 Absent: Commissioner Loyd

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 5:48 PM.



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2755

Agenda Date: 1/21/2026

Agenda #: 1.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval to accept the Fenton Road Trail Phase One Construction Grant from the Charles Stewart Mott Foundation

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission (GCMPC) is recommending the Board of Commissioners accept the Fenton Road Trail - phase one construction grant, approve the attached budget adjustment, and authority to establish and enter a subrecipient grant agreement.

BACKGROUND:

The planning, engineering and capital fundraising have been underway for several years with multiple non-motorized trail projects throughout Genesee County on track for construction. Traditionally, projects of significant scale require federal funding to be leveraged. These federally funded trail projects are awarded 4 to 6 years prior to the year they will be constructed to reserve funding. In advance of the Flint and Genesee County Trails Symposium (June 2025), Planning Commission staff with support of Genesee County municipalities identified four non-motorized trail projects with a combination of secured funding totaling over \$8.9 million. At the time, these were the only “shovel-ready” trail projects scheduled to begin their construction phase in the next 12 months. A combined financial commitment of \$1,030,000 was initially awarded by the Charles Stewart Mott Foundation to Genesee County on behalf of the four projects to complete their fundraising. Following the Trails Symposium, Planning Commission staff announced a call for projects to all municipalities in Genesee County seeking non-motorized trail projects planned for the next 18 months in need of financial support. Municipalities were requested to identify shovel-ready projects that could move forward with immediate financial investment, especially those that have undergone early preliminary engineering with available cost estimates. Approximately a dozen projects were submitted to the County with only one project, Fenton Road Trail - phase one, having completed preliminary design and proof of matching funds. Currently the project has secured over \$2.2 million in federal funding through Genesee County’s Transportation Improvement Program.

DISCUSSION:

Earlier this Fall, Genesee County staff applied to the Charles Stewart Mott Foundation in the amount of \$730,000 to be used for the construction of the Fenton Road - phase one non-motorized trail project. Genesee County is proposing to provide a direct, reimbursable grant commitment to Fenton Township for the construction of the Fenton Road Trail - Phase One project. The County may also work directly with the Road Commission, recipient of the federal grant funds if preferred. A

subrecipient grant agreement will be executed once all required documents are received by Genesee County. All funds must be expended and supporting documentation by April 30, 2027.

IMPACT ON HUMAN RESOURCES:

There will be no impact on human resources.

IMPACT ON BUDGET:

This will increase transportation revenues and expenditure by \$730,000.

IMPACT ON FACILITIES:

There will be no impact on Genesee County facilities.

IMPACT ON TECHNOLOGY:

There is no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

Helping to meet Genesee County's priority of healthy, livable, and safe communities, this grant will increase the pace at which local municipalities build meaningful non-motorized connections to schools, parks, and core community services.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize accepting the Fenton Road Trail Phase One Construction Grant from, and entering into a grant agreement with, the Charles Stewart Mott Foundation in the amount of \$730,000, and to approve a budget adjustment along with this request, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 21, 2026 meeting of the Community and Economic Development Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.



November 11, 2025

The Honorable Delrico Loyd, Chair of the Genesee County
Board of Commissioners
Genesee County
324 S Saginaw St.
10th Floor
Flint, MI 48502-1937

Project: Genesee County Trails: Fenton Road Phase One
(Grant No. 2025-13964)

Dear Commissioner Loyd:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$730,000 to Genesee County for the above-referenced project for the period November 1, 2025, through April 30, 2027.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.

Commissioner Delrico Loyd
November 11, 2025
Page 2 (Grant No. 2025-13964)

2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Liversedge, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Jacob Maurer, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted October 8, 2025.

Commissioner Delrico Loyd
November 11, 2025
Page 3 (Grant No. 2025-13964)

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a secondary grantee or consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Re-granting Compliance with Executive Order 13224 and the USA Patriot Act

Pursuant to the provisions of Executive Order 13224, as amended and the USA Patriot Act, the Mott Foundation requires all organizations re-granting with Mott funds to check the terrorism watch list issued by the United States government — the Specially Designated Nationals (SDN) list — and refrain from providing financial or material support to any listed individual or organization.

Your organization is required to permit the Mott Foundation to have reasonable access to your files and records during the term of this grant and for five years thereafter for the purpose of verifying and documenting your organization's list-checking procedures.

For additional information regarding Executive Order 13224 and the USA Patriot Act, we encourage you to visit the Grantee Resources section of our website at www.mott.org/patriotact.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a "conditional contribution" described under Financial Accounting Standards Board (FASB) Accounting Standards

Commissioner Delrico Loyd
November 11, 2025
Page 4 (Grant No. 2025-13964)

Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	April 30, 2027	June 1, 2027

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - An update on matching dollars received for the trail projects.
 - An update on completion of the proposed trail segment for greater community connectivity.
 - An update on trail usage and/or public opinion on the completed trail, as available.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and 10% of the budgeted line item amount.

Your organization must report against the approved budget of \$3,331,060 submitted on October 8, 2025 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please

Commissioner Delrico Loyd
November 11, 2025
Page 5 (Grant No. 2025-13964)

contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

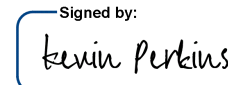
If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

Commissioner Delrico Loyd
November 11, 2025
Page 6 (Grant No. 2025-13964)

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

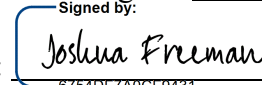
Signed by:

D4F6BC5C04384B6...
Kevin Perkins
Vice President-Administration and Secretary/Treasurer

KP:sc

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County

Printed Name of Authorized Signer: Joshua Freeman

Authorized Signature: 
8754DE7ADCF9431
(This must be an original signature of an authorized representative of the organization.)

Title: Director of Administration

Date Signed: 11/12/2025

DESCRIPTION: Budget Adjustment

GL #	DESCRIPTION	Increase/(Decrease)
2324-734.14-674.029	LOCAL CONTRIBUTION	730,000.00
2324-734.14-804.000	CONSULTANTS	730,000.00

DESCRIPTION: Budget Adjustment

GL #	DESCRIPTION	Increase/(Decrease)
2324-734.14-674.029	LOCAL CONTRIBUTION	730,000.00
2324-734.14-804.000	CONSULTANTS	730,000.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2756

Agenda Date: 1/21/2026

Agenda #: 2.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval to Accept the Trails Staff Support, Website Design, and Marketing Grant from the Charles Stewart Mott Foundation

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission (GCMPC) is recommending the Board of Commissioners accept the Trails Staff Support, Website Design, and Marketing Grant and approve the attached budget adjustment.

BACKGROUND:

Beginning in 2024, Genesee County collaborated with the C.S. Mott Foundation to look for opportunities to increase the pace at which our community builds meaningful trail connections to schools, parks, and neighborhoods. The Flint and Genesee County Trails Symposium on June 11, 2025, alongside an online interactive dashboard were used to gather public and stakeholder feedback. Follow-up meetings with local elected officials, and 1-on-1 discussions with neighborhood groups identified a clear path forward. As a result, a Strategic Trails Plan would be drafted. The new approach calls for building a coordinated project delivery framework grounded in collaboration, speed, and accountability. This collective feedback represents a paradigm shift from incremental, project-by-project progress toward a strategic, unified trail network that is planned, implemented, and maintained collaboratively for the benefit of all Genesee County residents.

DISCUSSION:

Earlier this Fall, Genesee County staff applied to the Charles Stewart Mott Foundation in the amount of \$275,000 to be used towards implementation of the Genesee County Strategic Trails Plan (currently under review and comment). The grant would be used for administration expenses in the first year as well as creation of a program website, brand, and media strategy. Substantial completion of the website and media strategy would be expected in mid-2026. The initiative may foreseeably continue into a second-year dependent on program accomplishments. All funds must be expended and supporting documentation by December 31, 2026.

IMPACT ON HUMAN RESOURCES:

There will be no impact on human resources.

IMPACT ON BUDGET:

This will increase transportation revenues and expenditure by \$275,000.

IMPACT ON FACILITIES:

There will be no impact on Genesee County facilities.

IMPACT ON TECHNOLOGY:

There is no impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

Helping to meet Genesee County's priority of healthy, livable, and safe communities, this grant will increase the pace at which local municipalities build meaningful non-motorized connections to schools, parks, and core community services.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize accepting the Trails Staff Support, Website Design, and Marketing Grant from, and entering into a grant agreement with, the Charles Stewart Mott Foundation in the amount of \$275,000, and to approve a budget adjustment along with this request, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 21, 2026 meeting of the Community and Economic Development Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.



November 11, 2025

The Honorable Delrico Loyd, Chair of the Genesee County
Board of Commissioners
Genesee County
324 S Saginaw St.
10th Floor
Flint, MI 48502-1937

Project: Trails Staff Support, Website Design and Marketing
(Grant No. 2025-13972)

Dear Commissioner Loyd:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$275,000 to Genesee County for the above-referenced project for the period December 1, 2025, through December 31, 2026.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.

Commissioner Delrico Loyd
November 11, 2025
Page 2 (Grant No. 2025-13972)

2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Liversedge, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Jacob Maurer, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted October 16, 2025.

Commissioner Delrico Loyd
November 11, 2025
Page 3 (Grant No. 2025-13972)

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the “Reports” section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant’s termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a “conditional contribution” described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	December 31, 2026	February 1, 2027

Commissioner Delrico Loyd
November 11, 2025
Page 4 (Grant No. 2025-13972)

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - Hiring a staff member and the activities over the course of the year related to the expansion of trails in Genesee County.
 - Designing of a website.
 - Designing and implementation of a marketing and branding strategy.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and 10% of the budgeted line item amount.

Your organization must report against the approved budget of \$275,000 submitted on October 16, 2025 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

Commissioner Delrico Loyd
November 11, 2025
Page 5 (Grant No. 2025-13972)

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

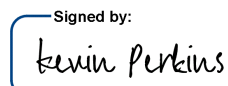
This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

Signed by:

D4F6B65C04384B6...
Kevin Perkins

Vice President-Administration and Secretary/Treasurer

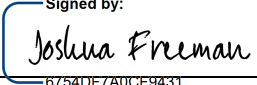
KP:sc

Commissioner Delrico Loyd
November 11, 2025
Page 6 (Grant No. 2025-13972)

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County

Printed Name of Authorized Signer: Joshua Freeman

Authorized Signature: 
Signed by: 6754DE7ADCF9431
(This must be an original signature of an authorized representative of the organization.)

Title: Director of Administration

Date Signed: 11/12/2025

DESCRIPTION: Budget Adjustment

GL #	DESCRIPTION	Increase/(Decrease)
2324-734.14-674.029	LOCAL CONTRIBUTION	275,000.00
2324-734.14-702.000	SALARIES & WAGES	67,014.28
2324-734.14-709.000	SOCIAL SECURITY	5,129.65
2324-734.14-718.000	MEDICAL INSURANCE	11,739.00
2324-734.14-723.000	POST-RETIREMENT BENEFIT	2,153.80
2324-734.14-724.000	OTHER FRINGES	23,330.05
2324-734.14-725.000	OPTICAL INSURANCE	65.76
2324-734.14-726.000	DENTAL INSURANCE	772.74
2324-734.14-727.000	LIFE HEALTH INSURANCE	509.68
2324-734.14-728.000	RETIREMENT	5,359.83
2324-734.14-729.000	WORKERS COMPENSATION	49.32
2324-734.14-730.000	UNEMPLOYMENT	131.53
2324-734.14-872.027	INDIRECT COST EXPENSE	58,744.36
2324-734.14-804.000	CONSULTANTS	100,000.00

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2324-734.14-804.000	CONSULTANTS	100,000.00



Genesee County

Staff Report

Genesee County
Administration Building
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2026-0035

Agenda Date: 1/21/2026

Agenda #: 3.

To: Dr. Beverly Brown, Community & Economic Development Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of \$441,282.00, to provide for Genesee County's Weatherization Program; this grant requires a \$28,164.00 match

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission is requesting approval to accept the grant agreement for 2026 Weatherization Assistance - LIHEAP funding in the amount of \$441,282 for the period between October 1, 2025 and September 30, 2026. Staff is requesting authorization for Derek Bradshaw to sign the attached grant agreement. Staff is also requesting that the county provide matching funds towards the program in the amount of \$28,164 in order to cover indirect staff costs not allowable under the grant.

BACKGROUND:

In October, the Board of Commissioners provided approval to accept the first two grants under the 2026 Weatherization Assistance Program - a Department of Energy (DOE) grant in the amount of \$508,661, and a Weatherization Supplemental grant in the amount of \$179,267. The total of these 3 grants equal \$1,129,210. The Weatherization program aims to ensure the health and safety of low-income families, particularly for the elderly, people with disabilities, and children, by reducing energy costs from increasing the efficiency of their homes. Weatherization is a process where a home is evaluated for air leakage, insulation and energy efficiency. Based on the findings, numerous services may be completed, including air sealing, insulation, and repair/replacement of water heaters, furnaces, and ventilation fans.

DISCUSSION:

Previously, the Weatherization program was administered through GCCARD. Currently, services are being provided by the Human Development Commission (HDC). GCMPC is working with HDC staff, with guidance from the State of Michigan's Bureau of Community Action and Economic Opportunity (BCAEO), to coordinate the program moving forward. As we work through this transition, GCMPC is expected to manage the program for City of Flint residents, while HDC continues to manage it for out-county residents. This will allow GCMPC staff time to obtain the necessary training and certifications through the state.

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

A budget amendment to include this additional revenue is attached. Staff is also requesting that the county provide \$28,164 in matching funds for the program.

IMPACT ON FACILITIES:

No impact on facilities.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

To meet Genesee County's priority of healthy, livable, and safe communities, Weatherization funding will be used to create safe and livable housing units particularly for low-to-middle income households.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into a grant agreement between Genesee County and the Michigan Department of Health and Human Services, and accepting the 2026 Weatherization Assistance - LIHEAP grant in the amount of \$441,282.00, allowing Derek Bradshaw to sign the attached grant agreement, and providing matching funds towards the program in the amount of \$28,164.00 in order to cover indirect staff costs not allowable under the grant, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the January 21, 2026 meeting of the Community and Economic Development Committee of this Board), the Director of Planning is authorized to execute the grant agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

**Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"**

and

**COUNTY OF GENESEE
DBA: Genesee County
1101 Beach Street 3rd Floor
Flint MI 48502 1417**

**Federal I.D.#: 38-6004849, Unique Entity Identifier: XD5HMHXNBWX6
hereinafter referred to as the "Grantee"**

for

Weatherization Assistance LIHEAP1 - 2026

Part 1

1. Period of Agreement:

This Agreement will commence on October 1, 2025 and continue through September 30, 2026. No activity will be performed and no costs to the state will be incurred prior to October 1, 2025. Throughout the Agreement, October 1, 2025 will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$153,223.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$153,223.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

The Agreement is designated as a:

☒ Subrecipient relationship (federal funding); or
☐ Recipient (non-federal funding).

The Agreement is designated as:

☐ Research and development project; or
☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. Title to items having a unit acquisition cost of less than \$10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Reserved

3. Purpose:

The focus of the program is to improve home energy efficiency for low-income families through the most cost-effective measures possible.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which is part of this Agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Melanie Sanford Contract Analyst (517) 285-0412
sanfordm2@michigan.gov

Name	Title	Telephone No.	Email Address
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9. Grantee's Financial Contact for the Agreement:

The financial contact acting on behalf of the Grantee for this Agreement is:

Amy Fuoss Accountant

Name	Title
------	-------

afuoss@geneseecountymi.gov (810) 766-6567

E-Mail Address	Telephone No.
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10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board, and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this Agreement.
- D. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- E. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official, or Grantee.

12. Signature Section:

**FOR the GRANTEE
Genesee County**

Derek Bradshaw

Director

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

12/04/2025

Jeanette Hensler, Grants Division Director
Bureau of Grants and Purchasing

Date

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must abide by the following:

A. Publication Rights

1. For materials produced in collaboration with both parties, ownership vests in both parties. For materials produced solely by grantee, grantee retains ownership, but provides the Department a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials. The copyrighted materials cannot include recipient information or personal identification data.
2. Obtain prior written authorization from the Department's Office of Communications to use the Department's name for any materials copyrighted by the Grantee or modifications prior to reproduction and use of such materials.
3. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
4. Obtain written authorization prior to publication or presentation, at least 14 days in advance, from the Department's Office of Communications, and give recognition to the Department in any and all publications, papers, and presentations arising from the Agreement activities.
5. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
6. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

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

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled with any other funds.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report, or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller General of the United States, and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation, and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and to provide information regarding those records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related

Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s), within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate

any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient Monitoring

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

- a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
- b. Ensure the subrecipient complies with all the requirements of this Agreement.
- c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
- 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 subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
- e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations, and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of statement of work, funding, or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases, and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.

- b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Reserved

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CRF 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or self or governmental self-

insurance.

2. Insurance Types

- a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers’ Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that subcontractors maintain the required insurances contained in this Section.
 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of the Grantee from any obligations under this Agreement.
 5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate with the Department regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: Home Page - ICHAT Menu (michigan.gov)
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

T. Real Property Acquisitions

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
 - a. The property will be used to support the expansion of the services identified through this Agreement.
 - b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent.
 - c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
 - d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

II. Responsibilities - Department

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

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The Grantee gives the following assurances to the Department:

A. Compliance with Applicable Laws

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

guidelines, rules, and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 *et seq.*), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.
3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C.

- 6101-6107), which prohibits discrimination based on age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
- 2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- 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 section 2;

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, *et seq.*), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education, or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant, or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648), as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders, or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders, or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
- b. Restates provisions of this Agreement to afford the Grantee the

same or substantially the same rights and privileges as the Department; or

- c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

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

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information

for the purposes of this Agreement.

4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information
For the purpose of this Agreement the term "confidential information" means all information and documentation that:
 - a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through, or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential

information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

1. Operating Advance Requests

An operating advance may be requested by the Grantee to assist with program operations necessary for achieving the objectives set forth in this Agreement. The amount requested to be advanced must not exceed 16.67% of the total state agreement amount. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. To initiate a request, the Grantee must follow these guidelines.

- a. The Grantee must ensure all requests for an operating advance are prepared and submitted in accordance with the specific guidelines and procedures as outlined in Part II, Chapter 10, Section 200 of the Financial Management Guide. FMG
- b. The Grantee must address all requests for an operating advance to the Contract Manager, as identified in Part 1, Section 8 of this grant agreement.
- c. The request must be submitted in writing on the Grantee's official letterhead and include the following information:
 1. Grant program name;
 2. Grantee agency name;
 3. Grant agreement number;
 4. Amount of the advance being requested;
 5. A detailed schedule of expenditures covered by the amount of the advance request, including dates that the expenses are expected to be incurred;

6. A justification statement outlining the necessity of an advance payment for the success of the project;
7. The reason an advance payment is needed in lieu of reimbursement of incurred expenses;
8. The Grantee's most recent audited financial statements.

2. Operating Advance Administration

The Department may, at its discretion, disburse an initial operating advance payment equal to the amount approved by the department, constituting no more than 16.67% of the grant state agreement amount after the execution of the grant agreement and approval of the operating advance request. The operating advance payments will be administered as follows:

- a. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
- b. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
- c. Recovery of the operating advance shall be made through deductions from each payment to the grantee during the fiscal year in which the operating advance was issued.
- d. The Department reserves the right to accelerate the rate of recovery when, in the sole opinion of the Department, the amount of previous and/or future billings is anticipated to be less than the need to assure full recovery of the operating advance from the current year's award. In such a case, payments may be adjusted to recover up to 100% of the outstanding operating advance from a single billing
- e. The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or end date of this Agreement, whichever is earliest. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.
- f. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is earliest, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs), and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures through the end of the

Department's fiscal year. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department Fiscal Year-End Closing

The Department will notify the Grantee of the date by which FSRs should be submitted to ensure timely payment processing during the Departments fiscal year end closing period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

2. Misused Funds

If the Department reasonably determines the funds allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances

The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or the end date of this Agreement, whichever, is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section I
- C. Immediately if the Grantee, as determined by the State:
 - 1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
 - 2. Engages in any conduct that may expose the State to liability; or
 - 3. Violates this agreement.
- D. Immediately by mutual agreement of both parties.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

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

XI. Liability

The Grantee assumes all liability to third parties, including loss or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- C. In the event of data and/or security breaches, the Grantee must:
 - 1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
 - 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
 - 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated

with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, and reasonable attorney's fees associated with such investigation, and resolution.

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in Michigan Court of Claims, if brought by Grantee, and in a Michigan state court of competent jurisdiction, if brought by MDHHS. Grantee consents to venue in a Michigan court of competent jurisdiction, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Grantee must appoint agents in Michigan to receive service of process.

A Attachment A - Statement of Work

The work performed under this Agreement must align with the BCAEO approved Service Plan as defined in the Community Services Policy Manual (CSPM).

B1 Attachment B1 - Program Budget Summary

PROGRAM Weatherization Assistance LIHEAP1 - 2026			DATE PREPARED 12/4/2025	
CONTRACTOR NAME Genesee County			BUDGET PERIOD From : 10/1/2025 To : 9/30/2026	
MAILING ADDRESS (Number and Street) 1101 Beach Street 3rd Floor			BUDGET AGREEMENT ☒ Original ☐ Amendment	AMENDMENT # 0
CITY Flint	STATE MI	ZIP CODE 48502-1417	FEDERAL ID NUMBER 38-6004849	

	Category	Total	Amount
1	Allocation Program Amount	130,240.00	130,240.00
2	Allocation Admin Amount	22,983.00	22,983.00
TOTAL EXPENDITURES		153,223.00	153,223.00

SOURCE OF FUNDS

	Category	Total	Amount
1	State Agreement	153,223.00	153,223.00
	Totals	153,223.00	153,223.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Total
1	Allocation Program Amount	
	Allocation Program Amount	130,240.00
2	Allocation Admin Amount	
	Allocation Admin Amount	22,983.00
TOTAL EXPENDITURES		153,223.00

B3 Attachment B3 - Equipment Inventory Schedule

[Attachment B3 - Equipment Inventory Schedule](#)

C Attachment C - Performance Report Requirements

The Grantee must submit reports as instructed in the CSPM or by BCAEO.

E Attachment E - Program Requirements

[Attachment E - Program Specific Requirements](#)

DESCRIPTION: Budget Adjustment

GL #	DESCRIPTION	Increase/(Decrease)
2326-731.04-504.000	FEDERAL PARTICIPATION	142,893.00
2326-731.05-504.000	FEDERAL PARTICIPATION	32,688.00
2326-731.06-504.000	FEDERAL PARTICIPATION	13,759.00
2326-731.07-504.000	FEDERAL PARTICIPATION	36,800.00
2326-731.08-504.000	FEDERAL PARTICIPATION	1,995.00
2326-731.09-504.000	FEDERAL PARTICIPATION	110,321.00
2326-731.10-504.000	FEDERAL PARTICIPATION	9,389.00
2326-731.11-504.000	FEDERAL PARTICIPATION	50,304.00
2326-731.12-504.000	FEDERAL PARTICIPATION	36,194.00
2326-731.13-504.000	CLIENT EDUCATION	6,939.00
2326-731.04-801.004	SERV CONT GENERAL	142,893.00
2326-731.05-702.000	SALARIES & WAGES	839.09
2326-731.05-709.000	SOCIAL SECURITY	70.61
2326-731.05-714.000	LONGEVITY	83.91
2326-731.05-718.000	MEDICAL INSURANCE	63.54
2326-731.05-723.000	POST-RETIREMENT BENEFIT	250.00
2326-731.05-724.000	OTHER FRINGES	41.47
2326-731.05-725.000	OPTICAL INSURANCE	19.46
2326-731.05-726.000	DENTAL INSURANCE	150.00
2326-731.05-727.000	LIFE HEALTH INSURANCE	9.48
2326-731.05-728.000	RETIREMENT	68.80
2326-731.05-729.000	WORKERS COMPENSATION	3.51
2326-731.05-730.000	UNEMPLOYMENT	1.13
2326-731.05-872.027	INDIRECT COST EXPENSE	31,087.00
2326-731.06-702.000	SALARIES & WAGES	7,931.00
2326-731.06-709.000	SOCIAL SECURITY	606.72
2326-731.06-718.000	MEDICAL INSURANCE	747.07
2326-731.06-723.000	POST-RETIREMENT BENEFIT	1,300.00
2326-731.06-725.000	OPTICAL INSURANCE	112.00
2326-731.06-726.000	DENTAL INSURANCE	1,000.00
2326-731.06-727.000	LIFE HEALTH INSURANCE	56.17
2326-731.06-728.000	RETIREMENT	1,960.90
2326-731.06-729.000	WORKERS COMPENSATION	30.14
2326-731.06-730.000	UNEMPLOYMENT	15.00
2326-731.07-801.004	SERV CONT GENERAL	36,800.00
2326-731.08-702.000	SALARIES & WAGES	1,150.00
2326-731.08-709.000	SOCIAL SECURITY	87.98
2326-731.08-718.000	MEDICAL INSURANCE	216.00
2326-731.08-723.000	POST-RETIREMENT BENEFIT	200.00
2326-731.08-724.000	OTHER FRINGES	178.11
2326-731.08-725.000	OPTICAL INSURANCE	9.41
2326-731.08-726.000	DENTAL INSURANCE	80.00
2326-731.08-727.000	LIFE HEALTH INSURANCE	3.24
2326-731.08-728.000	RETIREMENT	64.80

2326-731.08-729.000	WORKERS COMPENSATION	4.37
2326-731.08-730.000	UNEMPLOYMENT	1.09
2326-731.09-804.000	CONSULTANTS	110,321.00
2326-731.10-702.000	SALARIES & WAGES	5,412.00
2326-731.10-709.000	SOCIAL SECURITY	414.02
2326-731.10-718.000	MEDICAL INSURANCE	918.19
2326-731.10-723.000	POST-RETIREMENT BENEFIT	317.14
2326-731.10-725.000	OPTICAL INSURANCE	19.46
2326-731.10-726.000	DENTAL INSURANCE	150.00
2326-731.10-727.000	LIFE HEALTH INSURANCE	43.99
2326-731.10-728.000	RETIREMENT	2,086.80
2326-731.10-729.000	WORKERS COMPENSATION	20.57
2326-731.10-730.000	UNEMPLOYMENT	6.83
2326-731.11-702.000	SALARIES & WAGES	12,430.00
2326-731.11-709.000	SOCIAL SECURITY	950.90
2326-731.11-718.000	MEDICAL INSURANCE	4,256.75
2326-731.11-723.000	POST-RETIREMENT BENEFIT	2,080.00
2326-731.11-725.000	OPTICAL INSURANCE	25.94
2326-731.11-726.000	DENTAL INSURANCE	200.00
2326-731.11-727.000	LIFE HEALTH INSURANCE	266.76
2326-731.11-728.000	RETIREMENT	1,292.75
2326-731.11-729.000	WORKERS COMPENSATION	47.23
2326-731.11-730.000	UNEMPLOYMENT	14.67
2326-731.11-804.000	CONSULTANTS	28,739.00
2326-731.12-702.000	SALARIES & WAGES	7,317.00
2326-731.12-709.000	SOCIAL SECURITY	559.75
2326-731.12-718.000	MEDICAL INSURANCE	2,052.00
2326-731.12-723.000	POST-RETIREMENT BENEFIT	1,040.00
2326-731.12-725.000	OPTICAL INSURANCE	12.95
2326-731.12-726.000	DENTAL INSURANCE	100.00
2326-731.12-727.000	LIFE HEALTH INSURANCE	75.24
2326-731.12-728.000	RETIREMENT	1,500.10
2326-731.12-729.000	WORKERS COMPENSATION	27.80
2326-731.12-730.000	UNEMPLOYMENT	9.16
2326-731.12-804.000	CONSULTANTS	23,500.00
2326-731.13-702.000	SALARIES & WAGES	4,000.00
2326-731.13-709.000	SOCIAL SECURITY	306.00
2326-731.13-718.000	MEDICAL INSURANCE	1,008.00
2326-731.13-723.000	POST-RETIREMENT BENEFIT	300.00
2326-731.13-724.000	OTHER FRINGES	853.50
2326-731.13-725.000	OPTICAL INSURANCE	11.01
2326-731.13-726.000	DENTAL INSURANCE	90.00
2326-731.13-727.000	LIFE HEALTH INSURANCE	15.12
2326-731.13-728.000	RETIREMENT	336.00
2326-731.13-729.000	WORKERS COMPENSATION	15.20
2326-731.13-730.000	UNEMPLOYMENT	4.17

DESCRIPTION: Budget Adjustment

GL #	DESCRIPTION	Increase/(Decrease)
2326-731.04-504.000	FEDERAL PARTICIPATION	142,893.00
2326-731.05-504.000	FEDERAL PARTICIPATION	32,688.00
2326-731.06-504.000	FEDERAL PARTICIPATION	13,759.00
2326-731.07-504.000	FEDERAL PARTICIPATION	36,800.00
2326-731.08-504.000	FEDERAL PARTICIPATION	1,995.00
2326-731.09-504.000	FEDERAL PARTICIPATION	110,321.00
2326-731.10-504.000	FEDERAL PARTICIPATION	9,389.00
2326-731.11-504.000	FEDERAL PARTICIPATION	50,304.00
2326-731.12-504.000	FEDERAL PARTICIPATION	36,194.00
2326-731.13-504.000	CLIENT EDUCATION	6,939.00
2326-731.04-801.004	SERV CONT GENERAL	142,893.00
2326-731.05-702.000	SALARIES & WAGES	839.09
2326-731.05-709.000	SOCIAL SECURITY	70.61
2326-731.05-714.000	LONGEVITY	83.91
2326-731.05-718.000	MEDICAL INSURANCE	63.54
2326-731.05-723.000	POST-RETIREMENT BENEFIT	250.00
2326-731.05-724.000	OTHER FRINGES	41.47
2326-731.05-725.000	OPTICAL INSURANCE	19.46
2326-731.05-726.000	DENTAL INSURANCE	150.00
2326-731.05-727.000	LIFE HEALTH INSURANCE	9.48
2326-731.05-728.000	RETIREMENT	68.80
2326-731.05-729.000	WORKERS COMPENSATION	3.51
2326-731.05-730.000	UNEMPLOYMENT	1.13
2326-731.05-872.027	INDIRECT COST EXPENSE	31,087.00
2326-731.06-702.000	SALARIES & WAGES	7,931.00
2326-731.06-709.000	SOCIAL SECURITY	606.72
2326-731.06-718.000	MEDICAL INSURANCE	747.07
2326-731.06-723.000	POST-RETIREMENT BENEFIT	1,300.00
2326-731.06-725.000	OPTICAL INSURANCE	112.00
2326-731.06-726.000	DENTAL INSURANCE	1,000.00
2326-731.06-727.000	LIFE HEALTH INSURANCE	56.17
2326-731.06-728.000	RETIREMENT	1,960.90
2326-731.06-729.000	WORKERS COMPENSATION	30.14
2326-731.06-730.000	UNEMPLOYMENT	15.00
2326-731.07-801.004	SERV CONT GENERAL	36,800.00
2326-731.08-702.000	SALARIES & WAGES	1,150.00
2326-731.08-709.000	SOCIAL SECURITY	87.98
2326-731.08-718.000	MEDICAL INSURANCE	216.00
2326-731.08-723.000	POST-RETIREMENT BENEFIT	200.00
2326-731.08-724.000	OTHER FRINGES	178.11
2326-731.08-725.000	OPTICAL INSURANCE	9.41
2326-731.08-726.000	DENTAL INSURANCE	80.00

2326-731.08-727.000	LIFE HEALTH INSURANCE	3.24
2326-731.08-728.000	RETIREMENT	64.80
2326-731.08-729.000	WORKERS COMPENSATION	4.37
2326-731.08-730.000	UNEMPLOYMENT	1.09
2326-731.09-804.000	CONSULTANTS	110,321.00
2326-731.10-702.000	SALARIES & WAGES	5,412.00
2326-731.10-709.000	SOCIAL SECURITY	414.02
2326-731.10-718.000	MEDICAL INSURANCE	918.19
2326-731.10-723.000	POST-RETIREMENT BENEFIT	317.14
2326-731.10-725.000	OPTICAL INSURANCE	19.46
2326-731.10-726.000	DENTAL INSURANCE	150.00
2326-731.10-727.000	LIFE HEALTH INSURANCE	43.99
2326-731.10-728.000	RETIREMENT	2,086.80
2326-731.10-729.000	WORKERS COMPENSATION	20.57
2326-731.10-730.000	UNEMPLOYMENT	6.83
2326-731.11-702.000	SALARIES & WAGES	12,430.00
2326-731.11-709.000	SOCIAL SECURITY	950.90
2326-731.11-718.000	MEDICAL INSURANCE	4,256.75
2326-731.11-723.000	POST-RETIREMENT BENEFIT	2,080.00
2326-731.11-725.000	OPTICAL INSURANCE	25.94
2326-731.11-726.000	DENTAL INSURANCE	200.00
2326-731.11-727.000	LIFE HEALTH INSURANCE	266.76
2326-731.11-728.000	RETIREMENT	1,292.75
2326-731.11-729.000	WORKERS COMPENSATION	47.23
2326-731.11-730.000	UNEMPLOYMENT	14.67
2326-731.11-804.000	CONSULTANTS	28,739.00
2326-731.12-702.000	SALARIES & WAGES	7,317.00
2326-731.12-709.000	SOCIAL SECURITY	559.75
2326-731.12-718.000	MEDICAL INSURANCE	2,052.00
2326-731.12-723.000	POST-RETIREMENT BENEFIT	1,040.00
2326-731.12-725.000	OPTICAL INSURANCE	12.95
2326-731.12-726.000	DENTAL INSURANCE	100.00
2326-731.12-727.000	LIFE HEALTH INSURANCE	75.24
2326-731.12-728.000	RETIREMENT	1,500.10
2326-731.12-729.000	WORKERS COMPENSATION	27.80
2326-731.12-730.000	UNEMPLOYMENT	9.16
2326-731.12-804.000	CONSULTANTS	23,500.00
2326-731.13-702.000	SALARIES & WAGES	4,000.00
2326-731.13-709.000	SOCIAL SECURITY	306.00
2326-731.13-718.000	MEDICAL INSURANCE	1,008.00
2326-731.13-723.000	POST-RETIREMENT BENEFIT	300.00
2326-731.13-724.000	OTHER FRINGES	853.50
2326-731.13-725.000	OPTICAL INSURANCE	11.01
2326-731.13-726.000	DENTAL INSURANCE	90.00
2326-731.13-727.000	LIFE HEALTH INSURANCE	15.12
2326-731.13-728.000	RETIREMENT	336.00
2326-731.13-729.000	WORKERS COMPENSATION	15.20

2326-731.13-730.000 UNEMPLOYMENT

4.17



November 11, 2025

The Honorable Delrico Loyd, Chair of the Genesee County
Board of Commissioners
Genesee County
324 S Saginaw St.
10th Floor
Flint, MI 48502-1937

Project: Trails Staff Support, Website Design and Marketing
(Grant No. 2025-13972)

Dear Commissioner Loyd:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$275,000 to Genesee County for the above-referenced project for the period December 1, 2025, through December 31, 2026.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.

Commissioner Delrico Loyd
November 11, 2025
Page 2 (Grant No. 2025-13972)

2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Liversedge, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Jacob Maurer, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted October 16, 2025.

Commissioner Delrico Loyd
November 11, 2025
Page 3 (Grant No. 2025-13972)

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the “Reports” section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant’s termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a “conditional contribution” described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	December 31, 2026	February 1, 2027

Commissioner Delrico Loyd
November 11, 2025
Page 4 (Grant No. 2025-13972)

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - Hiring a staff member and the activities over the course of the year related to the expansion of trails in Genesee County.
 - Designing of a website.
 - Designing and implementation of a marketing and branding strategy.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and 10% of the budgeted line item amount.

Your organization must report against the approved budget of \$275,000 submitted on October 16, 2025 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

Commissioner Delrico Loyd
November 11, 2025
Page 5 (Grant No. 2025-13972)

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

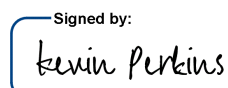
This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

Signed by:

D4F6B65C04384B6...
Kevin Perkins

Vice President-Administration and Secretary/Treasurer

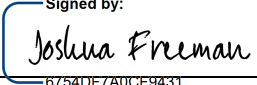
KP:sc

Commissioner Delrico Loyd
November 11, 2025
Page 6 (Grant No. 2025-13972)

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County

Printed Name of Authorized Signer: Joshua Freeman

Authorized Signature: 
Signed by: 6754DE7A0CF9431
(This must be an original signature of an authorized representative of the organization.)

Title: Director of Administration

Date Signed: 11/12/2025



November 11, 2025

The Honorable Delrico Loyd, Chair of the Genesee County
Board of Commissioners
Genesee County
324 S Saginaw St.
10th Floor
Flint, MI 48502-1937

Project: Genesee County Trails: Fenton Road Phase One
(Grant No. 2025-13964)

Dear Commissioner Loyd:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$730,000 to Genesee County for the above-referenced project for the period November 1, 2025, through April 30, 2027.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.

Commissioner Delrico Loyd
November 11, 2025
Page 2 (Grant No. 2025-13964)

2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Liversedge, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Jacob Maurer, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted October 8, 2025.

Commissioner Delrico Loyd
November 11, 2025
Page 3 (Grant No. 2025-13964)

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a secondary grantee or consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Re-granting Compliance with Executive Order 13224 and the USA Patriot Act

Pursuant to the provisions of Executive Order 13224, as amended and the USA Patriot Act, the Mott Foundation requires all organizations re-granting with Mott funds to check the terrorism watch list issued by the United States government — the Specially Designated Nationals (SDN) list — and refrain from providing financial or material support to any listed individual or organization.

Your organization is required to permit the Mott Foundation to have reasonable access to your files and records during the term of this grant and for five years thereafter for the purpose of verifying and documenting your organization's list-checking procedures.

For additional information regarding Executive Order 13224 and the USA Patriot Act, we encourage you to visit the Grantee Resources section of our website at www.mott.org/patriotact.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a "conditional contribution" described under Financial Accounting Standards Board (FASB) Accounting Standards

Commissioner Delrico Loyd
November 11, 2025
Page 4 (Grant No. 2025-13964)

Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	April 30, 2027	June 1, 2027

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - An update on matching dollars received for the trail projects.
 - An update on completion of the proposed trail segment for greater community connectivity.
 - An update on trail usage and/or public opinion on the completed trail, as available.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and 10% of the budgeted line item amount.

Your organization must report against the approved budget of \$3,331,060 submitted on October 8, 2025 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation’s Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please

Commissioner Delrico Loyd
November 11, 2025
Page 5 (Grant No. 2025-13964)

contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

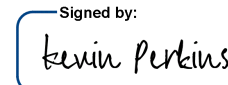
If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

Commissioner Delrico Loyd
November 11, 2025
Page 6 (Grant No. 2025-13964)

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

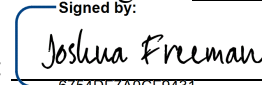
Signed by:

D4F6BC5C04384B6...
Kevin Perkins
Vice President-Administration and Secretary/Treasurer

KP:sc

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County

Printed Name of Authorized Signer: Joshua Freeman

Authorized Signature: 
8754DE7ADCF9431
(This must be an original signature of an authorized representative of the organization.)

Title: Director of Administration

Date Signed: 11/12/2025