



GENESEE COUNTY
— MICHIGAN —

Genesee County Public Works Committee Agenda

Wednesday, December 4, 2024 5:30 PM Harris Auditorium, 1101 Beach St.

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **APPROVAL OF MINUTES**

RES-2024-1535 Approval of Meeting Minutes - November 13, 2024

- IV. **PUBLIC COMMENT TO COMMITTEE**
- V. **COMMUNICATIONS**
- VI. **OLD BUSINESS**
- VII. **NEW BUSINESS**

- 1. RES-2024-1387 Approval of a grant award from the Greater Flint Health Coalition, in the amount of \$32,650.00, to provide for coordination of programming and activities in City of Flint neighborhood parks; the budget for this grant is attached
- 2. RES-2024-1402 Approval of a request by Genesee County's Drain Commissioner to abandon an easement on a county owned property
- 3. RES-2024-1411 Approval of the 1st change order to an agreement between Genesee County and Granger Construction Company, in the amount of \$2,500,000.00, for a revised total of \$15,668,000.00, to allow for additional construction services in support of the Flint Riverfront Restoration Project; the funding for this amendment will be paid from account 2088-770.32-801.028 and requires no additional appropriation

4. **RES-2024-1433** Approval of a purchase order to Durango & Silverton for the fiscal year ending 2025, in an amount not to exceed \$98,633.00, for the construction of one (1) set (two trucks) of roller bearing trucks for the Huckleberry Railroad; the cost of this purchase order will be paid from account 5080-000.00-156.000
5. **RES-2024-1435** Approval of a purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$90,000.00, to provide for the purchase of miscellaneous aggregate at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed
6. **RES-2024-1445** Approval of a request to amend RES-2024-026 allowing for the purchase of a narrow-gauge tie crane to span two fiscal years; there is no change in cost
7. **RES-2024-1453** Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$70,500.00, to provide for electrical services and repairs at Genesee County's Park and Recreation Commission, the cost of this purchase order will be paid from the accounts listed
8. **RES-2024-1454** Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$44,000.00, to provide for the rental of equipment/heavy equipment at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed
9. **RES-2024-1455** Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$63,000.00, to provide for the purchase of miscellaneous repair parts at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed
10. **RES-2024-1456** Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$50,000.00, to provide for the purchase of various vehicle and equipment tires at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed
11. **RES-2024-1457** Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$73,000.00, to provide for the purchase of lumber at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

12. [**RES-2024-1458**](#) Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$70,000.00, to provide for the purchase of miscellaneous janitorial and safety supplies at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

13. [**RES-2024-1459**](#) Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$101,000.00, to provide for the purchase of miscellaneous blades and repair parts by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

14. [**RES-2024-1460**](#) Approval of purchase order to Home Depot for the fiscal year ending 2025, in an amount not to exceed \$170,000.00, to provide for the purchase of miscellaneous repair parts and supplies by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

15. [**RES-2024-1464**](#) Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$75,000.00, to provide for the purchase of miscellaneous retail merchandise to sell at various venues by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

16. [**RES-2024-1465**](#) Approval of a purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$86,000, to provide for the purchase of vehicle repair parts by Genesee County's Parks & Recreation Commission; the cost of this purchase order will be paid from accounts listed

17. [**RES-2024-1466**](#) Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$34,500.00, to provide for the purchase of miscellaneous plants, shrubs and decorations by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

18. [**RES-2024-1468**](#) Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$60,000.00, to provide for the purchase of concrete by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

19. [**RES-2024-1469**](#) Approval of purchase order to GM Coal Sales Co. for the fiscal year ending 2025, in an amount not to exceed \$35,000.00, to provide for the purchase of coal by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

20. [**RES-2024-1470**](#) Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$35,000.00, to provide for the purchase of vehicle and equipment parts and service by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the account 6665-770.11-931.000

21. [**RES-2024-1471**](#) Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$83,000.00, to provide for the purchase of retail merchandise and program supplies by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

22. [**RES-2024-1494**](#) Approval of a grant award from the U.S. Department of Energy, in the amount of \$283,080.00, to provide for solar roofing project at Genesee County's Animal Control

23. [**RES-2024-1513**](#) Approval of an agreement between Genesee County and Securitas Security Services USA, Inc., in an amount not to exceed \$130,000.00, to provide unarmed security services at Historic Crossroads Village; the term of this agreement is from January 6, 2025 through January 5, 2026; the cost of this agreement is budgeted and will be paid from account 2080-764.00-801.028

VIII. OTHER BUSINESS**IX. ADJOURNMENT**



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1535

Agenda Date: 12/4/2024

Agenda #:

Approval of Meeting Minutes - November 13, 2024



**Genesee County
Public Works Committee
Meeting Minutes**

Wednesday, November 13, 2024

5:30 PM

1101 Beach St., Room 301

I. CALL TO ORDER

Commissioner Ellenburg called the meeting to order at 7:01 PM.

II. ROLL CALL

Present: Ellen Ellenburg, Delrico J. Loyd, Charles Winfrey, Beverly Brown, James Avery, Shaun Shumaker, Martin L. Cousineau and Dale K. Weighill

Absent: Michelle Davis

III. APPROVAL OF MINUTES

RES-2024-1425 Approval of Meeting Minutes - October 16, 2024

RESULT: APPROVED

MOVER: Beverly Brown

SECONDER: Charles Winfrey

Aye: Chairperson Ellenburg, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Vice Chair Davis

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **RES-2024-1199** Approval of an agreement between Genesee County and the Flint River Watershed Coalition assigning and transferring the operation and current programs of the Flint River Watershed Coalition to the Genesee County's Parks & Recreation Commission

RESULT: REFERRED

MOVER: Charles Winfrey

SECONDER: James Avery

Aye: Chairperson Ellenburg, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Vice Chair Davis

2. **RES-2024-1348** Approval of a request by Genesee County's Parks and Recreation Commission to amend RES-2023-201, a resolution approving the purchase order to Durango & Silverton for the construction of railroad train trucks, allowing for the purchase in fiscal year 2025 instead of fiscal year 2024; this request is the result of a delay in construction

RESULT: REFERRED

MOVER: Martin L. Cousineau

SECONDER: James Avery

Aye: Chairperson Ellenburg, Commissioner Loyd, Commissioner Winfrey, Commissioner Brown, Commissioner Avery, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

Absent: Vice Chair Davis

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 7:09 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1387

Agenda Date: 12/4/2024

Agenda #: 1.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a grant from the Greater Flint Health Coalition (KGCB) for the Greater Flint Area, in the amount not to exceed \$32,650.00

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to accept a grant from the Greater Flint Health Coalition for the Greater Flint Area (Racial and Ethnic Approaches to Community Health) grant, in the amount not to exceed \$32,650.00.

BACKGROUND:

Keep Genesee County Beautiful staff will utilize funds to assess park locations and coordinate programming and activities in the City of Flint and neighborhood parks within the REACH Program Area.

DISCUSSION:

The Flint & Genesee County REACH initiative will focus on implementing evidence-based strategies for food and nutrition security, safe and accessible physical activity, and continuity of care in breastfeeding support. The strategies aim to improve health, prevent chronic diseases, and reduce health disparities among racial and ethnic populations with the highest risk, or burden, of chronic disease. The Flint & Genesee County REACH program will work specifically among African American, Black, Hispanic, and Latino populations.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

A budget amendment is attached.

No match required.

NO USE OF GENERAL FUND.

NO USE OF PARKS FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Acceptance of this grant promotes public health to create safer and healthier residents, promotes safe communities, encourages data-based decision making and planning, and supports collaboration with area agencies.

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 Parks and Recreation Director to authorize accepting a grant from, and entering into an agreement with, the Greater Flint Health Coalition, in the amount of \$32,650.00 to be deposited into account 2088-788.00-674.029, for the purpose of having Keep Genesee County Beautiful staff assess park locations and coordinate programming and activities in the City of Flint and neighborhood parks, for the period commencing September 30, 2024, to September 29, 2025, with no match requirement, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Public Works 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, as necessary, to amend the budget lines associated with this project.

**Subcontract Agreement Between
Greater Flint Health Coalition ("GFHC")
and
Genesee County Parks
(hereinafter referred to as "Subcontractor")
5045 E. Stanley Road, Flint, MI 48506 , MI
Federal I.D.#: 38-6004849
For
Greater Flint Area (Racial and Ethnic Approaches to Community Health)**

This Subcontract is entered into by and between the Greater Flint Health Coalition ("GFHC"), and Genesee County Parks ("Subcontractor"). The purpose of this Subcontract is to provide subcontractor activities and deliverables to GFHC under its Prime Agreement with The US Department of Health and Human Services ("HHS") – Centers for Disease Control and Prevention ("CDC") project entitled "Flint & Genesee REACH (Racial and Ethnic Approaches to Community Health)" ("Project"). This Subcontract is being funded under CFDA 93.304, Grant 6 NU58DP007615-02-01

The Prime Agreement and its terms and conditions are incorporated into this Subcontract as Appendix A. If a dispute between GFHC and Subcontractor arises that cannot be or is not addressed by this Subcontract, then the terms and conditions of the Prime Agreement with GFHC shall govern resolution of the dispute. The Prime Agreement terms are modified to the extent where applicable as follows: "Department of Health and Human Services", "HHS", "Centers for Disease Control and Prevention", "CDC", or "Federal Awarding Agency" shall mean "GFHC"; "Recipient" or "Contractor", "Applicant" or "Subrecipient" shall mean "Subcontractor"; and "Contract", "Award" or "Grant" shall mean "Subcontract," except where the context reflects the original meaning should be retained. Such modifications shall recognize and give effect to the contractual relationship between GFHC and Subcontractor and the rights of the Centers for Disease Control and Prevention with respect thereto under the Prime Agreement.

Subcontractor and GFHC may be also referred to individually or collectively as "Party" or "Parties."

I. GENERAL

Subcontractor agrees to exercise its best efforts in conducting the activities in accordance with the Project and the Statement of Work ("SOW") incorporated into this Subcontract as Appendix B. The Project and SOW are not subject to change in the absence of a written amendment submitted through the mutual consent of both GFHC and Subcontractor.

II. DEFINITIONS

- A. Grant** - All monies provided by GFHC to the Subcontractor for its use, are not to exceed \$32,650.00 (U.S. Dollars) on a cost reimbursement basis.
- B. GFHC Project Administrator / Project Leader** - The following person is designated as the contact to address administrative and project partnership matters:

Name: Nichole Smith-Anderson
Title: Special Projects Director
Telephone No.: (810) 232-2228
Email Address: nsmithanderson@flint.org

C. Subcontractor Project Leader –The administrator designated by the Subcontractor to manage the project activities associated with the SOW on behalf of the Subcontractor:

Name: Emily Stetson
Title: Program and Grants Manager
Telephone No.: (810) 209-6013
Email Address: estetson@gcparks.org

D. Subcontractor Administrator –The administrator designated by the Subcontractor to manage the administrative activities on behalf of the Subcontractor:

Name: Patrick Linhan
Title: Director
Telephone No.: (810) 736-7100
Email Address: plinhan@gcparks.org

III. PERIOD OF PERFORMANCE

The period of performance for this Subcontract shall be from September 30, 2024 to September 29, 2025.

IV. CONSIDERATION

A. As consideration for its performance under this Subcontract, GFHC shall reimburse Subcontractor for allowable costs incurred in accordance with the governing regulations defined in the Agreement at Appendix A, up to an amount not to exceed \$32,650.00 (US Dollars) in accordance with the Budget Justification (Appendix C). Payment is contingent upon Subcontractor's compliance with the terms and conditions of this Subcontract. Carryforward of unobligated funds is not allowable without prior approval from GFHC. Subcontractor shall account for funds separately by performance year.

B. GFHC has the right to be advised at all times as to the progress of Subcontractor's activities. To assure this, the Subcontractor will provide written and verbal reports or other information when requested by the GFHC or by the date(s) agreed upon by the Subcontractor Administrator or as stated in this Subcontract.

C. Grant funds, including any interest earned, are issued for the purposes stated herein and may not be expended for any other purpose without GFHC's prior written approval. Subcontractor shall return any portion of the Grant funds to GFHC (i) if a portion of the Grant funds were not used for purposes of the grant; (ii) if GFHC has determined that the activities of the Subcontractor, in carrying out the purposes of the project, will jeopardize

the Subcontractor's or GFHC's tax-exempt status; or (iii) if there are unexpended funds left after the completion of the project activities as specified in Appendix B, Statement of Work.

V. FINANCIAL EXPENDITURE REPORTS & PROGRESS REPORTS

- A.** Subcontractor will provide a Financial Status Report ("FSR") to GFHC for reimbursement ("Invoice"). The Invoice will indicate the actual expenditures incurred during the period of performance, together with copies of adequate source documentation. An FSR form is provided in Appendix C-1. FSRs are due no later than the 10th day following the end of each quarter as detailed in Appendix C.
- B.** The FSRs, with any accompanying documents, are to be sent at least quarterly but no more frequently than monthly, to the GFHC Project Administrator(s) via email at xavier@flint.org.
- C.** Subcontractor agrees to give GFHC Performance Progress, Monitoring, and Financial Reports summarizing the work performed and appraising the results, submitted timely and completely such that GFHC can submit required reports to CDC as outlined in Appendix B and Appendix C, respectively.
- D.** Subcontractor also agrees to provide a Final Financial Report containing a statement of expenditures made or incurred and payments received, together with the return of unexpended funds, within 10 days after the end of the period of performance.

VI. CHANGES TO THE SUBCONTRACT

- A.** Changes to any section or part of this Subcontract must be: (1) agreed upon by written amendment of the Parties; (2) signed by individuals authorized to sign on behalf of their respective party; and (3) submitted for review and approval before the proposed effective date of the change. Requests for changes shall be directed to the GFHC Project Administrator.
- B.** Changes to the SOW shall be indicated and confirmed only by written agreement signed on behalf of the Subcontractor, the GFHC Project Administrator, and GFHC.

VII. TERMINATION

- A.** Either Party may terminate this Subcontract if it is that Party's decision that termination is in its best interests. Termination in the terminating Party's best interests may be with or without cause or reasons due to the non-terminating Party. The terminating Party will provide no less than thirty (30) day written notice to the non-terminating Party. The notice period will begin the day of receipt of the notice by the non-terminating Party. An exception to the 30-day notification period is if GFHC is unable to provide that amount of time due to a termination of the Project by the HHS.

- B. Upon giving, or receiving, of the notice of termination, both Parties will make all reasonable efforts to end expenditures under this Subcontract during the notice period. Upon the end of the notice period, GFHC will reimburse the Subcontractor for all expenditures and non-cancelable commitments incurred by the Subcontractor under this Subcontract as documented in a submitted billing statement following the process outlined in Appendix C and C-1. If GFHC has provided Grant funds in excess of the Subcontractor's expenditures and non-cancelable commitments prior to termination, such excess shall be returned to GFHC.
- C. Subcontractor will provide GFHC a final Statement of Work Progress Report detailing their activities and findings made prior to the date of termination.
- D. In no event will Subcontractor be reimbursed more than what it would have received under this Subcontract if their performance had been completed.

VIII. FISCAL RECORDS

- A. Subcontractor agrees to implement or maintain all management and fiscal safeguards required by generally recognized standard accounting procedures for contract and grant administration. Additional requirements, if any, will be stated in this Subcontract or by written amendment.
- B. All documentation regarding the expenditures incurred by Subcontractor will be retained for a period of not less than three (3) years from the termination date of this Subcontract, the final payment by GFHC to the subcontractor, or the termination of the Federal Award Project Period, whichever is later. If, prior to the expiration of the three-year retention period, any audit is begun or a claim or litigation is instituted against the Parties, or any state or federal agency or department related to the Parties, the Project, or this Subcontract, then Subcontractor shall maintain the documents until the litigation, audit findings, or claim has been finally resolved.
- C. Subcontractor will make these documents available in the event of an audit by GFHC or the federal agencies and/or their authorized agents, as referenced herein.

IX. MISCELLANEOUS

- A. The heading of the sections in this Subcontract are for convenience only and shall not be used to construe or interpret the scope or intent of the Subcontract or in any way affect the same.
- B. The parties will attempt to resolve any dispute arising under this Subcontract by mutual consent.
- C. The Subcontractor shall not subcontract any of its responsibilities unless it obtains prior written approval from the GFHC Project Administrator.
- D. The Subcontractor's performance and relationship to GFHC under this Subcontract is as an independent contractor.
- E. The individuals signing below certify that they have the legal authority to sign on behalf of their respective party to this Subcontract.

- F. GFHC and Subcontractor acknowledge and agree that it has paid no consideration for the use of any of the other Party's intellectual property, copyright, or license rights. GFHC shall have the unrestricted right to publish the activities and findings of both the Project and SOW.
- G. It is agreed by the Parties that this Subcontract constitutes the entire agreement between them, and that there are no understandings or covenants between these two parties of any kind, expressed or implied, oral or written, which have not been set forth in this Subcontract.
- H. If any provision of this Subcontract, or the application of any provision to any person or circumstance, is found invalid or unenforceable by a court of competent jurisdiction or statute, the remainder of this Subcontract shall be unaffected and will be valid and enforceable.
- I. Publications, journal articles, etc. produced under this grant must be approved in advance by written consent of GFHC and must acknowledge GFHC and HHS.
- J. Acknowledgment of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state:
 - percentage of the total costs of the program or project which will be financed with Federal money;
 - dollar amount of Federal funds for the project or program; and
 - percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

X. SIGNATURE SECTION

IN WITNESS THEREOF, GFHC and Subcontractor have executed this Subcontract Agreement.

For the Greater Flint Health Coalition:

Jim Ananich, President & CEO

Name / Signature

Date

For Genesee County Parks:

Patrick Linhan

Name / Signature

Date

APPENDIX A
PRIME AGREEMENT



General Terms and Conditions for Non-Research Grant and Cooperative Agreements

Incorporation: The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

FEDERAL REGULATIONS AND POLICIES

45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5>

HHS Grants Policy and Regulations

<https://www.hhs.gov/grants/grants-policies-regulations/index.html>

HHS Grants Policy Statement

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hsgps107.pdf>

Federal Funding Accountability and Transparency Act (FFATA)

<https://www.fsrs.gov/>

Trafficking In Persons: Consistent with 2 CFR 175, awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

<https://www.law.cornell.edu/cfr/text/2/part-175>

CDC Additional Requirements (AR) may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at:

<https://www.cdc.gov/grants/additional-requirements/index.html>

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment (<2 CFR 200.216>): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <2 CFR 200.216>, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under <2 CFR 200.216> until September 30, 2028. During the exemption period, PEPFAR recipients are expected to work toward implementation of <2 CFR 200.216>. The exemption may only be applied when there is no available alternative eligible source for these services.

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period in the Payment Management System.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via www.grantsolutions.gov.

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

Audit Requirement Domestic Organizations (including US-based organizations implementing projects with foreign components): An organization that expends \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjbnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjbnahocga5i0))/account/login.aspx)

AND

Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART), RMICU.Audit.Resolution@cdc.gov.

Audit Requirement Foreign Organizations: An organization that expends \$300,000 or more in a

fiscal year on its federal awards must have a single or program-specific audit conducted for that year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed in English and in US dollars, and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to the Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART) at RMICU.Audit.Resolution@cdc.gov. After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: [Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies](#): The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email:
MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

1. General Reporting Requirement

If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and

regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the federal share of the funding under any federal award with a recipient cost share or match;
 - (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

You will administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, and age, and comply with applicable conscience protections. You will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws requires taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See information for providers of health care and social services at www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and the HHS Non-Discrimination Notice at

www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html. As a condition of the award, all HHS recipients are required to submit a signed HHS-690 form regarding nondiscrimination compliance.

For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities to limited English proficient individuals, see a fact sheet at www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html and www.lep.gov.

- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and providing effective communication, see <https://www.hhs.gov/civil-rights/for-individuals/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/title-ix-education-amendments/index.html>.
- For information on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <http://www.hhs.gov/conscience/conscience-protections/index.html> and www.hhs.gov/conscience/religious-freedom/index.html.

Termination (45 CFR Part 75.372) applies to this award and states, in part, the following:

(a) *This award may be terminated in whole or in part:*

(1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the HHS awarding agency or pass-through entity for cause;

(3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>.

In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high-risk condition, is explicitly indicated in the NOA.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at:

<https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html>.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: <https://www.cdc.gov/grants/grantsolutions/index.html>.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Acknowledgment of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1. the percentage and dollar amount of the total costs of the program or project funded

with federal money; and,

2. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with **XX** percentage funded by CDC/HHS and **\$XX** amount and **XX** percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also, at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non- expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's

policy.

The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

Whistleblower Protections: As a recipient of this award you must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: <https://oig.hhs.gov/fraud/whistleblower/>.

PAYMENT INFORMATION

Fraud Waste or Abuse: The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted online at <https://tips.oig.hhs.gov/> or by mail to U.S. Department of Health and Human Services, Office of the Inspector General, Attn: OIG HOTLINE OPERATIONS, P.O. Box 23489 Washington DC 20026. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. For additional information, see: <https://oig.hhs.gov/fraud/report-fraud/>.

Automatic Drawdown (Direct/Advance Payments): Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: <https://pms.psc.gov/> PMS

Phone Support: +1(877)614-5533
PMS Email Support: PMSSupport@psc.gov

Payment Management System Subaccount: Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from PMS, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of the NOA.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients must comply with all terms and conditions in the NOFO, outlined in their NOA, grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds

authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date through recipient online accounts in the Payment Management System. The final FFR will consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

If no equipment was acquired under an award, a negative report is required. The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government.

CDC STAFF RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program Officials (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

Program Official: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission;
- Providing technical assistance to applicants in developing their applications, e.g., explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources;
- Providing technical assistance to recipients in the performance of their project; and
- Post-award monitoring of recipient performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities

complementary to those of the GMO/GMS.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

Grants Management Officer: The GMO is the only official authorized to obligate federal funds and is responsible for signing the NOA, including revisions to the NOA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization. The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement;
- Determining if an application meets the requirements of the NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients with guidance on the closeout process and administering the closeout of grants;
- Receiving and processing reports and prior approval requests such as changes in funding, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

APPENDIX B
STATEMENT OF WORK AND REPORTING REQUIREMENTS
Genesee County Parks

Purpose:

The Flint & Genesee County REACH initiative will focus on implementing evidence-based strategies for (a) food and nutrition security through the promotion of food service and nutrition guidelines and the expansion of existing fruit and vegetable vouchers incentive and/or produce prescription programs; (b) safe and accessible physical activity; (c) continuity of care in breastfeeding support. The strategies aim to improve health, prevent chronic diseases, and reduce health disparities among racial and ethnic populations with the highest risk, or burden, of chronic disease. The Flint & Genesee County REACH program will work specifically among African American, Black, Hispanic, and Latino populations.

Statement of Work (SOW):

The Season Parks Employee will work to assess park locations and coordinate programming and activities in City of Flint and neighborhood parks within the REACH Program Area.

Method of Selection:

As the largest County Park system in the state, Genesee County Parks recently gained the ability to oversee all City of Flint Parks. By leveraging programs and volunteers, Keep Genesee County Beautiful works to encourage, educate and engage residents in creating beautiful, clean and sustainable neighborhoods, parks and open spaces throughout the City of Flint and Genesee County.

Performance Reporting:

Greater Flint Health Coalition will ensure the progress and performance of the subcontractor is cooperatively monitored throughout contract period; statement of work and outcome measures and deliverables are associated with the Statement of Work. The GFHC Project Administrator will ensure monthly programmatic and financial reports are submitted with appropriate backup documentation completed and retained in a timely, consistent manner. The GFHC's REACH Project Manager and Assistant Project Manager will be responsible for maintaining contact and ensuring contractor accountability.

The GFHC will provide the Subcontractor with a fillable, web-based reporting form (Appendix B-1) that will be submitted monthly. Monthly reports will be submitted as directed in Appendix B-1. Any clarifications or guidance required of the Subcontractor so submit timely monthly reports should be submitted electronically to nsmithanderson@flint.org prior to the monthly report due date. All Monthly Reports are required to be submitted by the following due dates to remain in good standing as a Subcontractor:

For activity during the months of:

- November 2024
- December 2024
- January 2025
- February 2025

Data entry must be complete by:

- December 5, 2024
- January 5, 2025
- February 5, 2025
- March 5, 2025

• March 2025	April 5, 2025
• April 2025	May 5, 2025
• May 2025	June 5, 2025
• June 2025	July 5, 2025
• July 2025	August 5, 2025
• August 2025	September 5, 2025
• September 2025	October 5, 2025

APPENDIX B-1
Flint & Genesee REACH Monthly Report

Genesee County Parks will complete monthly reporting utilizing the fillable web-based form that will be distributed on a monthly basis, prior to the report due date.

APPENDIX C
BUDGET JUSTIFICATION AND FINANCIAL STATUS REPORTING
Genesee County Parks

The Subcontractors' itemized budget for the project period is as follows:

Year 2- Itemized Budget and Justification (\$32,650.00):

- A. Personnel (\$29,150.00) – (Years 1 (\$17/hour) This seasonal Genesee County Parks employee will to assess park locations and coordinate programming and activities in City of Flint and neighborhood parks within the REACH Program Area.
- B. Fringe Costs (\$0.00) – N/A
- C. Travel Costs (\$0.00) – N/A
- D. Supplies Costs (\$3,500.00) – The supply line item will support activities at the various neighborhood and City parks. These activities will be identified with feedback from the community and will be designed to increase park access and physical activity for the priority population.
- E. Other Costs (\$0.00) – N/A
- F. Indirect Costs (\$0.00) –

Financial Status Reporting Schedule and Format:

Subcontractor shall utilize the following Financial Status Report, labeled **Attachment C-1**. Each Financial Status Report must be submitted quarterly to the GFHC for cost reimbursement.

<u>For costs incurred associated with activity during the months of:</u>	<u>The FSR is due on:</u>
• September 30 through December 31 (1st Quarter)	January 10 th
• January 1 through March 31 (2nd Quarter)	April 10 th
• April 1 through June 30 (3rd Quarter)	July 10 th
• July 1 through September 29 (4th Quarter)	October 10 th

FSR should be completed, signed, and submitted via email to accounting@flint.org with a copy to xavier@flint.org.

GENESEE COUNTY PARKS & RECREATION COMMISSION

BUDGET ADJUSTMENT

REACH Grant

9.30.25

GL #	DESCRIPTION	Increase/(Decrease)
2088-788.00-674.029	LOCAL CONTRIBUTION	32,650.00
2088-788.00-704.000	SALARY TEMPORARY	26,990.74
2088-788.00-709.000	SOCIAL SECURITY	2,064.79
2088-788.00-729.000	WORKERS COMP	94.47
2088-788.00-752.000	SUPPLIES	3,500.00

REACH GRANT

GENESEE COUNTY PARKS & RECREATION COMMISSION

BUDGET ADJUSTMENT

REACH Grant

9.30.25

GL #	DESCRIPTION	Increase/(Decrease)
2088-788.00-674.029	LOCAL CONTRIBUTION	32,650.00
2088-788.00-704.000	SALARY TEMPORARY	26,990.74
2088-788.00-709.000	SOCIAL SECURITY	2,064.79
2088-788.00-729.000	WORKERS COMP	94.47
2088-788.00-752.000	SUPPLIES	3,500.00

REACH GRANT

SYI GRANT 9.30.24

	CURRENT BUDGET	9.30.24 BUDGET	BUDGET ADJUSTMENT
2087-751.00-704.000	3,000.00	13,952.14	10,952.14
2087-751.00-709.000	230.00	1,067.34	837.34
2087-751.00-729.000	-	139.52	139.52
2087-751.00-730.000	120.00	-	(120.00)
	<u>3,350.00</u>	<u>15,159.00</u>	<u>11,809.00</u>



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1402

Agenda Date: 12/4/2024

Agenda #: 2.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Jeffrey Wright, Drain Commissioner

RE: Approval of a request by Genesee County's Drain Commissioner to abandon an easement on a county owned property

BOARD ACTION REQUESTED:

Authorization to release easement

BACKGROUND:

In 2005, CW Development LLC granted water and sewer easements to Genesee County Drain Commissioner Office Division of Water and Waste Services for the proposed development commonly referred to as Arden Glen. The land is located in section five of Mundy Township on the north side of Hill Road west of Linden Road. The Arden Glen project has been abandoned and the property has changed hands. The current owners Maple and Hill LLC have requested that the easement be terminated. GCDC-WWS has reviewed the document and has determined that the granted easements are no longer necessary to provide service to the site. As you are aware the GCDCWWS operates as the County Agency per Public Act 342 of 1939 et.al. While the Act allows the County Agency to accept easements on behalf of the County, the Act does require County Board action to terminate easements. Therefore, we are requesting the County Board to authorize the termination of the attached easements. Upon approval of the board, the County Agency will execute the termination and file the necessary paperwork with the clerk's office. Should you have any questions or need further comment do not hesitate to contact this office.

DISCUSSION:

Release of easement

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

N/A

IMPACT ON FACILITIES:

N/A

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

Complies with WWS master plan

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

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"), authorized the establishment of a system or systems of water, sewer, or sewage disposal improvements and services in accordance with Public Act 341 of 1939; and

WHEREAS, after authorizing the establishment of this public improvement, this Board designated the Genesee County Drain Commissioner ("Drain Commissioner") to act as the County Agency for said public improvement; and

WHEREAS, the Drain Commissioner created the Division of Water and Waste ("Division") to meet the needs of the County Agency; and

WHEREAS, the Division was granted water and sewer easements for the development of a subdivision in Mundy Township, specifically located on parcels 25-15-05-200-011; 25-15-05-300-005; 25-15-05-400-012; and 25-15-05-400-016; and

WHEREAS, the subdivision was never constructed; and

WHEREAS, the new owner of the parcels would like the easements vacated; and

WHEREAS, the Division and/or the County Agency needs this Board's permission to terminate said easements.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Drain Commissioner, as the County Agency, to authorize terminating the water and sewer easements on parcels 25-15-05-200-011, 25-15-05-300-005, 25-15-

05-400-012, and 25-15-05-400-016, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

G-4610 BEECHER ROAD • FLINT, MICHIGAN 48532-2617
PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

MEMORANDUM

To: Ellen Ellenburg
Public Work Chairman

From: John F. O'Brien, PE *JFO*
Director

Re: Easement Abandonment

Date: November 1, 2024

In 2005, CW Development LLC granted water and sewer easements to Genesee County Drain Commissioner Office Division of Water and Waste Services for the proposed development commonly referred to as Arden Glen. The land is located in section five of Mundy Township on the north side of Hill Road west of Linden Road.

The Arden Glen project has been abandoned and the property has changed hands. The current owners Maple and Hill LLC have requested that the easement be terminated.

GCDC-WWS has reviewed the document and has determined that the granted easements are no longer necessary to provide service to the site. As you are aware the GCDCWWS operates as the County Agency per Public Act 342 of 1939 et.al. While the Act allows the County Agency to accept easements on behalf of the County, the Act does require County Board action to terminate easements.

Therefore, we are requesting the County Board to authorize the termination of the attached easements. Upon approval of the board, the County Agency will execute the termination and file the necessary paperwork with the clerk's office.

Should you have any questions or need further comment do not hesitate to contact this office.

JFO/RJD

cc: Jeff Wright, Drain Commissioner
Dan Potter, Chief Deputy Drain Commissioner





NEIL S. SILVER
(DIRECT DIAL) 248.642.6961
EMAIL: nsilver@dawdamann.com

October 30, 2024

Sent Via Email:
DPotter@gcdcwvs.com

Daniel J. Potter, Chief Deputy Drain Commissioner
Genesee Drain Commissioner's Office
G-4610 Beecher Road
Flint, MI 48532-2617

**Re: Abandonment of Easement Parcels:
25-15-05-200-011; 25-15-05-300-005; 25-15-05-400-012 & 25-15-05-400-016**

Dear Mr. Potter:

This firm represents Maple & Hill, LLC, a wholly owned subsidiary of the Flint & Genesee Economic Alliance and the current owner of the above-referenced properties. As such, in order to further the economic redevelopment of the above properties respectfully requests that the Watermain Easement recorded at Instrument #200503240033519 on March 24, 2005, and the Sewer Easement recorded at Instrument #200503440033516 on March 24, 2005, with the Genesee County Register of Deeds be terminated pursuant to the attached Termination of Easements.

Thank you for your assistance in this important redevelopment project.

If you have any questions, please feel free to contact me.

Respectfully,

Neil S. Silver, Esq.

NSS/srg

cc: Reshma Madhukar Sambare (via email: sambare@millercanfield.com)
Anthony W. McCloud (via email: McCloud@millercanfield.com)
Cody Derrer (via email: Cody.Derrer@plantemoran.com)
Bill Clifford (MEDC) (via email: cliffordb1@michigan.org)
Lisa Crist (via email: lcrist@cislotitle.com)
Amanda Cathey (via email: Amanda@coopercom.com)
Tyler & Emily Rossmaessler (via email: trossmaessler@flintandgenesee.org)
Winfield L. Cooper III (via email: win@coopercom.com)

**TERMINATION OF GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN
COMMISSIONER'S OFFICE**

THIS TERMINATION OF GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE, GENESEE COUNTY, MICHIGAN, ("Termination") is made this _____ day of _____, 2024, by the COUNTY OF GENESEE, MICHIGAN by and through the GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE – DIVISION OF WATER AND WASTE SERVICES, a County Agency, whose address is G4610 Beecher Road, Flint, Michigan 48532 (hereinafter "County").

RECITALS

A. The County currently has easement interest upon lands located in the Township of Mundy, Genesee County, Michigan, for fully described as:

PART OF SECTION 5, T6N-R6E, TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, WHICH IS S 89°35'03" W 1315.49 FEET FROM THE SOUTHEAST CORNER SAID SECTION 5; THENCE CONTINUING ALONG SAID SOUTH LINE, S 89°35'03" W 1327.79 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 127.70 FEET, THENCE N 00°13'55" W, PARALLEL WITH THE NORTH AND SOUTH ¼ LINE OF SAID SECTION 5, A DISTANCE OF 200.01 FEET; THENCE S 89°33'02" W, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 128.00 FEET; THENCE S 00°13'55" E 200.01 FEET TO SAID SOUTH LINE; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 626.33 FEET; THENCE N 00°13'55" E 228.00 FEET; THENCE S 89°33'02" W 100.00 FEET; THENCE N 00°13'55" E 2432.06 FEET TO THE EAST AND WEST ¼ LINE OF SAID SECTION; THENCE N 89°22'09" E, ALONG SAID EAST AND WEST ¼ LINE, A DISTANCE OF 982.07 FEET TO THE INTERIOR ¼ CORNER OF SAID SECTION 5; THENCE N 00°13'55" E, ALONG THE NORTH AND SOUTH ¼ LINE, A DISTANCE OF 1345.80 FEET; THENCE N 89°35'34" E 879.71 FEET; THENCE S 00°07'50" E 247.50 FEET; THENCE N 89°35'34" E 1410.06 FEET; THENCE S 00°07'50" E 145.00 FEET; THENCE N 89°35'34" E

350.00 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE S 00°07'49" E, ALONG SAID EAST LINE, A DISTANCE OF 727.12 FEET; THENCE S 36°13'17" W 269.89 FEET TO THE NORTH LINE OF THE RECORDED PLAT OF "LYNCREST ACRES", AS RECORDED IN LIBER 20, PAGE 20, GENESSEE COUNTY, MICHIGAN RECORDS; THENCE S 89°17'49" W (RECORDED AS S 89°50' W), ALONG SAID NORTH LINE, A DISTANCE OF 631.84 FEET; THENCE S 89°24'00" W 527.44 FEET; THENCE S 00°15'31" W 2667.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 210.00 GROSS ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THOSE PARTS NOW USED AS LINDEN AND HILL ROADS, SO-CALLED, AND ALSO BEING SUBJECT TO ANY RECORDED EASEMENTS OF BENEFIT OR BURDEN.

Parcel No. 25-15-05-200-011
Parcel No. 25-15-05-300-005
Parcel No. 25-15-05-400-012
Parcel No. 25-15-05-400-016

(the "Property")

B. The area included in the grant of Easement to the Genesee County Drain Commissioner's Office, which has been recorded in Instrument Number 200503240033519, Genesee County Register of Deeds, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference (the "Easement").

C. The County has determined that it no longer needs the Easement to install any watermain facilities.

NOW, THEREFORE,

1. The undersigned does by the recording hereof terminate, waive and vacate the Easement.

2. The undersigned hereby confirms that the land previously encumbered by the Easement shall upon the recording of this instrument, be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved, or in any other manner utilized, free from the benefits and provisions of the Easement.

3. This Termination is exempt from the provisions of the county Transfer Tax in accordance with MCL 207.505(a), 1966 PA 134, SEC 5(a); MCL 207.505(h), 1966 PA 134, SEC 5(h); and the state Transfer Tax in accordance with MCL 207.526(a), 1993 PA 330, SEC 6(a) and MCL 207.526(h)(i), 1993 PA 330, SEC 6(h)(i).

IN WITNESS WHEREOF, this Termination was executed by the Genesee County Drain Commissioner on the day and year first written above.

Signed, sealed and delivered
in the presence of:

COUNTY OF GENESEE by and through the
GENESEE COUNTY DRAIN COMMISSIONER

Printed Name:

By:

Jeff Wright
Drain Commissioner

STATE OF MICHIGAN)
) ss
COUNTY OF GENESEE)

On this _____ day of _____, 2024, before me _____ in
and for said County, personally appeared to me, Jeff Wright, in his capacity of Drain
Commissioner of the County of Genesee, known to be the person described in and who executed
the same as his free act and deed.

Legal Signature

Print Name

Notary Public, Genesee County, Michigan
My commission expires: _____
acting in the County of Genesee

PREPARED BY:

Kevin K. Kilby, Esq.
McGraw Morris P.C.
2075 W. Big Beaver Road, Ste. 750
Troy, MI 48084

RETURN TO:

John F. O'Brien
Genesee County Drain Commissioner's Office
G-4610 Beecher Road
Flint, MI 48532

S:\Shared With Me\Troy\Data\GCDC\2155-1000 (General)\Contracts and Agreements\Termination of Easement CW Development
LLC\Termination of Easement (sewer).docx

Exhibit 1

The Easement



GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

KNOW ALL MEN BY THESE PRESENTS: That, CW Development, L.L.C., a Michigan Limited Liability Company, party of the first part, whose address is 41050 Vincenti Court, Novi, Michigan 48375, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to it by the Genesee County Drain Commissioner's Office, Division of Water and Waste Services, party of the second part, whose address is G-4610 Beecher Road, Flint, Michigan 48532, does hereby grant, convey and release to the said party of the second part a permanent easement and right-of-way in which to construct, operate, maintain, repair and/or replace sanitary sewers over, across, under and through the following parcel of land situated in the Township of Mundy, Genesee County, Michigan, and described as:

Parcel No's. 25-15-05-200-011, 25-15-05-300-005, 25-15-05-400-012, & 25-15-05-400-016

Said Easement to be located as follows:

PART OF SECTION 5, T6N-R6E, TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, WHICH IS S 89°35'03" W 1315.49 FEET FROM THE SOUTHEAST CORNER SAID SECTION 5; THENCE CONTINUING ALONG SAID SOUTH LINE, S 89°35'03" W 1327.79 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 127.70 FEET; THENCE N 00°13'55" W, PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 5, A DISTANCE OF 200.01 FEET; THENCE S 89°33'02" W, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 128.00 FEET; THENCE S 00°13'55" E 200.01 FEET TO SAID SOUTH LINE; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 626.33 FEET; THENCE N 00°13'55" E 228.00 FEET; THENCE S 89°33'02" W 100.00 FEET; THENCE N 00°13'55" E 2432.06 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE N 89°22'09" E, ALONG SAID EAST AND WEST 1/4 LINE, A DISTANCE OF 982.07 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION 5; THENCE N 00°13'55" E, ALONG THE NORTH AND SOUTH 1/4 LINE, A DISTANCE OF 1345.80 FEET; THENCE N 89°35'34" E 879.71 FEET; THENCE S 00°07'50" E 247.50 FEET; THENCE N 89°35'34" E 1410.06 FEET; THENCE S 00°07'50" E 145.00 FEET; THENCE N 89°35'34" E 350.00 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE S 00°07'49" E, ALONG SAID EAST LINE, A DISTANCE OF 727.12 FEET; THENCE S 36°13'17" W 269.89 FEET TO THE NORTH LINE OF THE RECORDED PLAT OF "LYNCREST ACRES", AS RECORDED IN LIBER 20, PAGE 20, GENESEE COUNTY, MICHIGAN RECORDS; THENCE S 89°17'49" W (RECORDED AS S 89°50 W), ALONG SAID NORTH LINE, A DISTANCE OF 631.84 FEET; THENCE S 89°24'00" W 527.44 FEET; THENCE S 00°15'31" W 2667.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 210.00 GROSS ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THOSE PARTS NOW USED AS LINDEN AND HILL ROADS, SO-CALLED, AND ALSO BEING SUBJECT TO ANY RECORDED EASEMENTS OF BENEFIT OR BURDEN.

Said Easement to be located as follows:

A 20 foot wide easement for Sanitary Sewer, being 10 feet each side of the following described centerline:

Beginning at point which is S 89°33'02" W 573.13 feet AND N 00°26'58" W 60.00 feet from the South 1/4 corner of Section 5, T6N-R6E; thence continuing N 00°26'58" W 288.19 feet; thence N 20°52'54" E 105.49 feet to the PLACE OF ENDING.

AND ALSO Beginning at a point which is N 89°35'03" E 218.53 feet AND N 00°24'57" W 60.00 feet from the South 1/4 corner of Section 5, T6N-R6E; thence continuing N 00°24'57" W 171.29 feet; thence N 20°36'45" W 103.54 feet to Point 'A'; thence N 43°48'21" W 150.88 feet; thence N 67°13'49" W 89.64 feet; thence N 73°51'47" W 322.41 feet; thence N 66°58'31" W 114.07 feet to Point 'B'; thence N 52°34'04" W 255.84 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'A'; thence N 63°58'09" E 155.33 feet; thence N 76°45'33" E 114.13 feet; thence S 79°36'31" E 143.18 feet; thence S 66°18'54" E 123.37 feet; thence S 76°05'42" E 85.40 feet; thence S 89°29'27" E 87.22 feet; thence S 06°34'10" E 60.75 feet to Point 'C'; thence continuing S 06°34'10" E 201.96 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'B'; thence N 32°55'51" E 325.51 feet; thence N 34°30'55" E 316.52 feet; thence N 23°48'01" E 214.29 feet; thence N 11°47'46" E 132.07 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'C'; thence N 77°55'26" E 78.43 feet; thence N 66°27'24" E 108.59 feet; thence N 45°39'08" E 108.81 feet; thence N 22°39'59" E 140.61 feet; thence N 00°15'31" E 350.33 feet; thence N 20°52'29" W 74.32 feet; thence N 39°08'56" W 108.33 feet to Point 'D'; thence N 77°55'31" W 136.42 feet; thence N 88°48'11" W 197.79 feet; thence N 72°21'14" W 133.88 feet; thence N 55°41'48" W 125.35 feet to Point 'E'; thence N 38°05'16" W 149.77 feet; thence N 19°22'55" W

4/1

Instr: 200503240033518 03/24/2005
P:2 of 4 F:\$23.00 10:57AM
Malvin Phillip McCree T20050409401
Genesee County Register ML GOULD EN

GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE - CONTINUED
Page: 2

174.62 feet; thence N 01°50'25" E 143.45 feet to Point 'F'; thence N 19°36'27" E 128.81 feet; thence N 35°53'05" E 20.00 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'D'; thence N. 21°31'55" E 163.41 feet; thence N 09°07'14" E 281.13 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'E'; thence S 46°40'56" W 181.83 feet; thence S 35°02'26" W 135.99 feet; thence S 22°49'03" W 233.59 feet to the PLACE OF ENDING

AND ALSO Beginning at previously described Point 'F'; thence N 83°31'20" W 361.49 feet; thence N 54°01'52" W 117.21 feet; thence N 30°08'33" W 20.00 feet to the PLACE OF ENDING.

and to enter upon sufficient land adjacent to said easement and right-of-way for the purpose of the construction, repair and/or replacement thereof. This conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except that if the said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part and except that any existing building, structures, or fences, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed and witnessed this 7th day of January 2015.

IN THE PRESENCE OF:

SWALTHALL Sign
INDIA WALTHALL Print
Witness Sign

Witness Print


Bernard Glieberman, Manager
CW Development, L.L.C.
41050 Vincenti Court
Novi, Michigan 48375

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
) SS

Personally came before me this 7th day of January, 2005, Bernard Glieberman, Manager, of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such Manager as the free act and deed of said Limited Liability Company.

Easement Description and Attachment 'A' completed by:

Gould Engineering, Inc.
2040 East Maple Avenue
Flint, Michigan 48507

Prepared by:
Neil Martz
GCDC-WWS
G-4610 Beecher Road
Flint, MI 48532

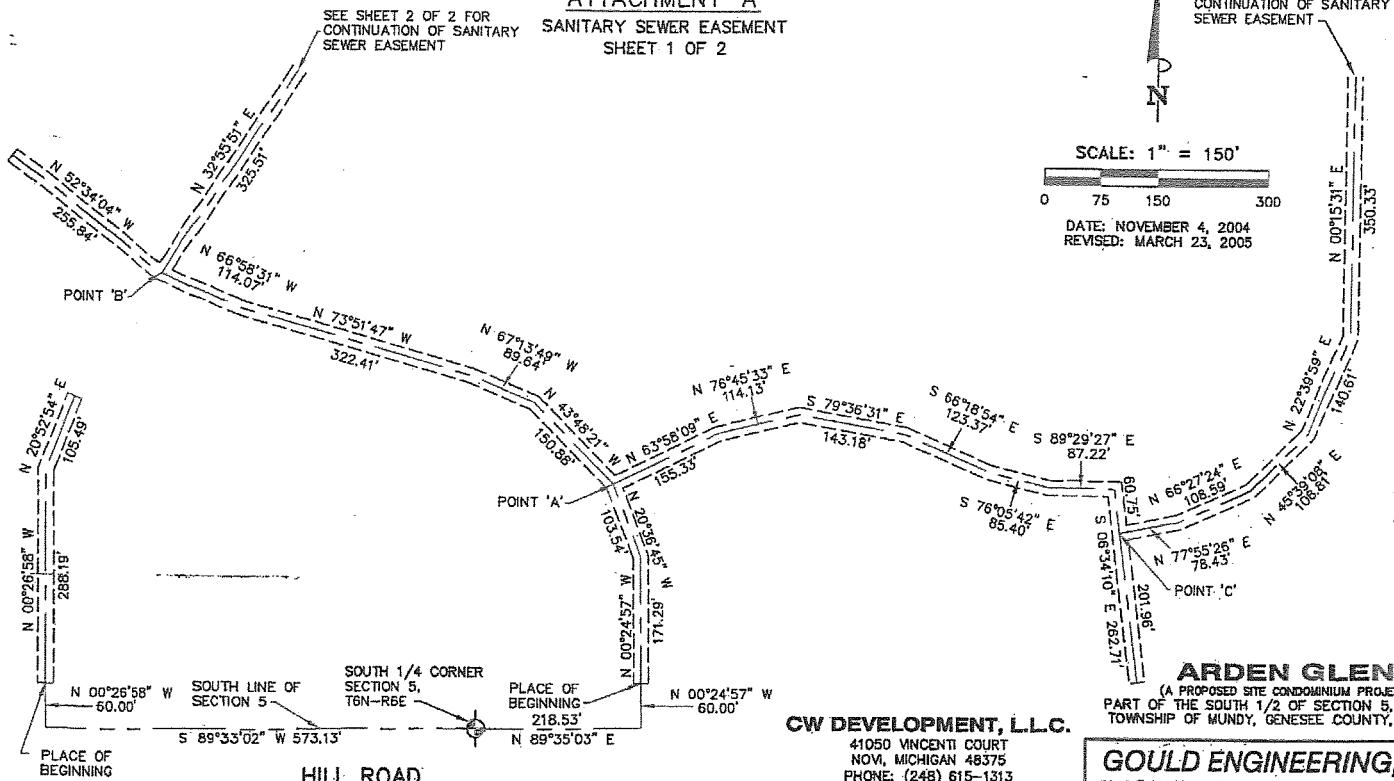
Return to:
Gould Engineering, Inc.
2040 East Maple Avenue
Flint, MI 48507

S. Walthall
Notary Public County, Michigan
My Commission Expires: _____

Anja J. Walhall
Notary Public, Wayne County, MI
My Commission Expires April 7, 2005
Acting In Oakland County

EXEMPTION MCL 207.526 (a)

207.505 Exemptions (M.S.A.) 7.456 (5) Sec. 5 ✓

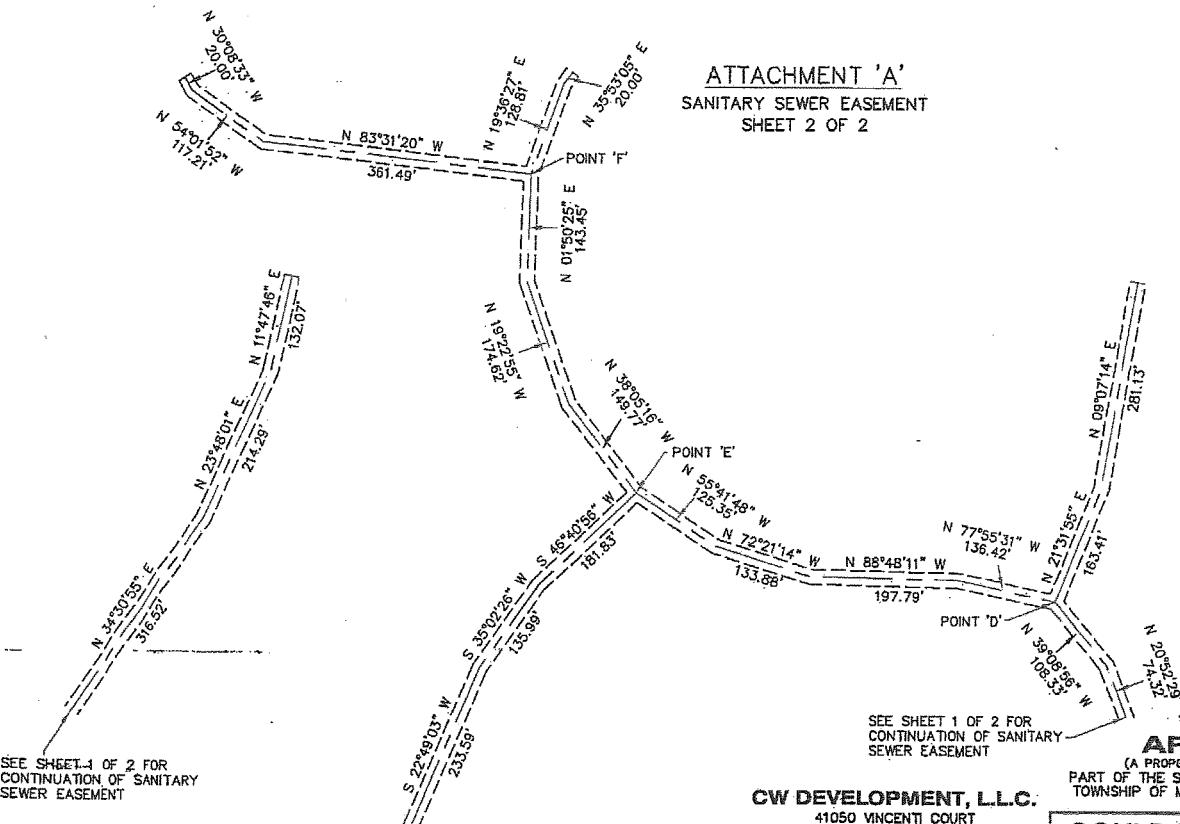


ATTACHMENT 'A'
SANITARY SEWER EASEMENT
SHEET 2 OF 2

SCALE: 1" = 150'
0 75 150 300

DATE: NOVEMBER 4, 2004
REVISED: MARCH 23, 2005

Inst. 20050522005553.00 03/20/2005
P.L. of Phillip Moore F20053.00 10/11/2005
Genesee County Recorder MLODUE EN



CW DEVELOPMENT, L.L.C.

41050 VINCENTI COURT
NOV, MICHIGAN 48375
PHONE: (248) 615-1313
FAX: (248) 426-5646

ARDEN GLEN

(A PROPOSED SITE CONDOMINIUM PROJECT)

PART OF THE SOUTH 1/2 OF SECTION 5, TEN-R6E,
TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN

GOULD ENGINEERING, INC.
2040 E. MAPLE AVENUE
FLINT, MICHIGAN 48507
PHONE: 810-743-9120
FAX: 810-743-1797

**TERMINATION OF GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN
COMMISSIONER'S OFFICE**

THIS TERMINATION OF GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE, GENESEE COUNTY, MICHIGAN, ("Termination") is made this _____ day of _____, 2024, by the COUNTY OF GENESEE, MICHIGAN by and through the GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE – DIVISION OF WATER AND WASTE SERVICES, a County Agency, whose address is G4610 Beecher Road, Flint, Michigan 48532 (hereinafter "County").

RECITALS

A. The County currently has easement interest upon lands located in the Township of Mundy, Genesee County, Michigan, for fully described as:

PART OF SECTION 5, T6N-R6E, TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, WHICH IS S 89°35'03" W 1315.49 FEET FROM THE SOUTHEAST CORNER SAID SECTION 5; THENCE CONTINUING ALONG SAID SOUTH LINE, S 89°35'03" W 1327.79 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 127.70 FEET, THENCE N 00°13'55" W, PARALLEL WITH THE NORTH AND SOUTH ¼ LINE OF SAID SECTION 5, A DISTANCE OF 200.01 FEET; THENCE S 89°33'02" W, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 128.00 FEET; THENCE S 00°13'55" E 200.01 FEET TO SAID SOUTH LINE; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 626.33 FEET; THENCE N 00°13'55" E 228.00 FEET; THENCE S 89°33'02" W 100.00 FEET; THENCE N 00°13'55" E 2432.06 FEET TO THE EAST AND WEST ¼ LINE OF SAID SECTION; THENCE N 89°22'09" E, ALONG SAID EAST AND WEST ¼ LINE, A DISTANCE OF 982.07 FEET TO THE INTERIOR ¼ CORNER OF SAID SECTION 5; THENCE N 00°13'55" E, ALONG THE NORTH AND SOUTH ¼ LINE, A DISTANCE OF 1345.80 FEET; THENCE N 89°35'34" E 879.71 FEET; THENCE S 00°07'50" E 247.50 FEET; THENCE N 89°35'34" E 1410.06 FEET; THENCE S 00°07'50" E 145.00 FEET; THENCE N 89°35'34" E

350.00 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE S 00°07'49" E, ALONG SAID EAST LINE, A DISTANCE OF 727.12 FEET; THENCE S 36°13'17" W 269.89 FEET TO THE NORTH LINE OF THE RECORDED PLAT OF "LYNCREST ACRES", AS RECORDED IN LIBER 20, PAGE 20, GENESEE COUNTY, MICHIGAN RECORDS; THENCE S 89°17'49" W (RECORDED AS S 89°50' W), ALONG SAID NORTH LINE, A DISTANCE OF 631.84 FEET; THENCE S 89°24'00" W 527.44 FEET; THENCE S 00°15'31" W 2667.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 210.00 GROSS ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THOSE PARTS NOW USED AS LINDEN AND HILL ROADS, SO-CALLED, AND ALSO BEING SUBJECT TO ANY RECORDED EASEMENTS OF BENEFIT OR BURDEN.

Parcel No. 25-15-05-200-011

Parcel No. 25-15-05-300-005

Parcel No. 25-15-05-400-012

Parcel No. 25-15-05-400-016

(the "Property")

B. The area included in the grant of Easement to the Genesee County Drain Commissioner's Office, which has been recorded in Instrument Number 200503240033519, Genesee County Register of Deeds, a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference (the "Easement").

C. The County has determined that it no longer needs the Easement to install any watermain facilities.

NOW, THEREFORE,

1. The undersigned does by the recording hereof terminate, waive and vacate the Easement.

2. The undersigned hereby confirms that the land previously encumbered by the Easement shall upon the recording of this instrument, be held, conveyed, hypothecated, encumbered, leased, rented, occupied and improved, or in any other manner utilized, free from the benefits and provisions of the Easement.

3. This Termination is exempt from the provisions of the county Transfer Tax in accordance with MCL 207.505(a), 1966 PA 134, SEC 5(a); MCL 207.505(h), 1966 PA 134, SEC 5(h); and the state Transfer Tax in accordance with MCL 207.526(a), 1993 PA 330, SEC 6(a) and MCL 207.526(h)(i), 1993 PA 330, SEC 6(h)(i).

IN WITNESS WHEREOF, this Termination was executed by the Genesee County Drain Commissioner on the day and year first written above.

Signed, sealed and delivered
in the presence of:

COUNTY OF GENESEE by and through the
GENESEE COUNTY DRAIN COMMISSIONER

Printed Name:

By:

Jeff Wright
Drain Commissioner

STATE OF MICHIGAN)
) ss
COUNTY OF GENESEE)

On this _____ day of _____, 2024, before me _____ in
and for said County, personally appeared to me, Jeff Wright, in his capacity of Drain
Commissioner of the County of Genesee, known to be the person described in and who executed
the same as his free act and deed.

Legal Signature

Print Name

Notary Public, Genesee County, Michigan
My commission expires: _____
acting in the County of Genesee

PREPARED BY:

Kevin K. Kilby, Esq.
McGraw Morris P.C.
2075 W. Big Beaver Road, Ste. 750
Troy, MI 48084

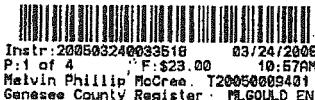
RETURN TO:

John F. O'Brien
Genesee County Drain Commissioner's Office
G-4610 Beecher Road
Flint, MI 48532

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Exhibit 1

The Easement



GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

KNOW ALL MEN BY THESE PRESENTS: That, CW Development, L.L.C., a Michigan Limited Liability Company, party of the first part, whose address is 41050 Vincenti Court, Novi, Michigan 48375, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid to it by the Genesee County Drain Commissioner's Office, Division of Water and Waste Services, party of the second part, whose address is G-4610 Beecher Road, Flint, Michigan 48532, does hereby grant, convey and release to the said party of the second part a permanent easement and right-of-way in which to construct, operate, maintain, repair and/or replace sanitary sewers over, across, under and through the following parcel of land situated in the Township of Mundy, Genesee County, Michigan, and described as:

Parcel No's. 25-15-05-200-011, 25-15-05-300-005, 25-15-05-400-012, & 25-15-05-400-016

Said Easement to be located as follows:

PART OF SECTION 5, T6N-R6E, TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, WHICH IS S 89°35'03" W 1315.49 FEET FROM THE SOUTHEAST CORNER SAID SECTION 5; THENCE CONTINUING ALONG SAID SOUTH LINE, S 89°35'03" W 1327.79 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 127.70 FEET; THENCE N 00°13'55" W, PARALLEL WITH THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 5, A DISTANCE OF 200.01 FEET; THENCE S 89°33'02" W, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 128.00 FEET; THENCE S 00°13'55" E 200.01 FEET TO SAID SOUTH LINE; THENCE S 89°33'02" W, ALONG SAID SOUTH LINE, A DISTANCE OF 626.33 FEET; THENCE N 00°13'55" E 228.00 FEET; THENCE S 89°33'02" W 100.00 FEET; THENCE N 00°13'55" E 2432.06 FEET TO THE EAST AND WEST 1/4 LINE OF SAID SECTION; THENCE N 89°22'09" E, ALONG SAID EAST AND WEST 1/4 LINE, A DISTANCE OF 982.07 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION 5; THENCE N 00°13'55" E, ALONG THE NORTH AND SOUTH 1/4 LINE, A DISTANCE OF 1345.80 FEET; THENCE N 89°35'34" E 879.71 FEET; THENCE S 00°07'50" E 247.50 FEET; THENCE N 89°35'34" E 1410.06 FEET; THENCE S 00°07'50" E 145.00 FEET; THENCE N 89°35'34" E 350.00 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE S 00°07'49" E, ALONG SAID EAST LINE, A DISTANCE OF 727.12 FEET; THENCE S 36°13'17" W 269.89 FEET TO THE NORTH LINE OF THE RECORDED PLAT OF "LYNCREST ACRES", AS RECORDED IN LIBER 20, PAGE 20, GENESEE COUNTY, MICHIGAN RECORDS; THENCE S 89°17'49" W (RECORDED AS S 89°50 W), ALONG SAID NORTH LINE, A DISTANCE OF 631.84 FEET; THENCE S 89°24'00" W 527.44 FEET; THENCE S 00°15'31" W 2667.46 FEET TO THE PLACE OF BEGINNING, CONTAINING 210.00 GROSS ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO THOSE PARTS NOW USED AS LINDEN AND HILL ROADS, SO-CALLED, AND ALSO BEING SUBJECT TO ANY RECORDED EASEMENTS OF BENEFIT OR BURDEN.

Said Easement to be located as follows:

A 20 foot wide easement for Sanitary Sewer, being 10 feet each side of the following described centerline:

Beginning at point which is S 89°33'02" W 573.13 feet AND N 00°26'58" W 60.00 feet from the South 1/4 corner of Section 5, T6N-R6E; thence continuing N 00°26'58" W 288.19 feet; thence N 20°52'54" E 105.49 feet to the PLACE OF ENDING.

AND ALSO Beginning at a point which is N 89°35'03 E 218.53 feet AND N 00°24'57" W 60.00 feet from the South 1/4 corner of Section 5, T6N-R6E; thence continuing N 00°24'57" W 171.29 feet; thence N 20°36'45" W 103.54 feet to Point 'A'; thence N 43°48'21" W 150.88 feet; thence N 67°13'49" W 89.64 feet; thence N 73°51'47" W 322.41 feet; thence N 66°58'31" W 114.07 feet to Point 'B'; thence N 52°34'04" W 255.84 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'A'; thence N 63°58'09" E 155.33 feet; thence N 76°45'33" E 114.13 feet; thence S 79°36'31" E 143.18 feet; thence S 66°18'54" E 123.37 feet; thence S 76°05'42" E 85.40 feet; thence S 89°29'27" E 87.22 feet; thence S 06°34'10" E 60.75 feet to Point 'C'; thence continuing S 06°34'10" E 201.96 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'B'; thence N 32°55'51" E 325.51 feet; thence N 34°30'55" E 316.52 feet; thence N 23°48'01" E 214.29 feet; thence N 11°47'46" E 132.07 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'C'; thence N 77°55'26" E 78.43 feet; thence N 66°27'24" E 108.59 feet; thence N 45°39'08" E 108.81 feet; thence N 22°39'59" E 140.61 feet; thence N 00°15'31" E 350.33 feet; thence N 20°52'29" W 74.32 feet; thence N 39°08'56" W 108.33 feet to Point 'D'; thence N 77°55'31" W 136.42 feet; thence N 88°48'11" W 197.79 feet; thence N 72°21'14" W 133.88 feet; thence N 55°41'48" W 125.35 feet to Point 'E'; thence N 38°05'16" W 149.77 feet; thence N 19°22'55" W

411

Instr:200503240033518 03/24/2005
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Malvin Phillip McGree T20050009401
Genesee County Register MLGOULD EN

GRANT OF EASEMENT TO THE GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE - CONTINUED
Page: 2

174.62 feet; thence N 01°50'25" E 143.45 feet to Point 'F'; thence N 19°36'27" E 128.81 feet; thence N 35°53'05" E 20.00 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'D'; thence N. 21°31'55" E 163.41 feet; thence N 09°07'14" E 281.13 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'E'; thence S 46°40'56" W 181.83 feet; thence S 35°02'26" W 135.99 feet; thence S 22°49'03" W 233.59 feet to the PLACE OF ENDING.

AND ALSO Beginning at previously described Point 'F'; thence N 83°31'20" W 361.49 feet; thence N 54°01'52" W 117.21 feet; thence N 30°08'33" W 20.00 feet to the PLACE OF ENDING.

and to enter upon sufficient land adjacent to said easement and right-of-way for the purpose of the construction, repair and/or replacement thereof. This conveyance includes a release of any and all claims to damage arising from or incidental to the exercise of any of the foregoing powers, except that if the said premises shall be disturbed by reason of the exercise of any of the foregoing powers, then said premises shall be restored to its original condition by the party of the second part and except that any existing building, structures, or fences, the removal or demolition of which shall be required for the reasonable exercise of the foregoing powers, shall be removed or demolished at the expense of the party of the second part.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their representatives, successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed and witnessed this 7th day of January 2005.

IN THE PRESENCE OF

Julia Walthall _____ Sign
INDA WALTHALL _____ Print
Witness _____ Sign

Witness _____ Print


Bernard Glieberman, Manager
CW Development, L.L.C.
41050 Vincenti Court
Novi, Michigan 48375

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
SS

Personally came before me this 7th day of January, 2005, Bernard Glieberman, Manager, of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such Manager of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such Manager as the free act and deed of said Limited Liability Company.

Easement Description and Attachment 'A' completed by:

Easement Description and
Gould Engineering, Inc.
2040 East Maple Avenue
Flint, Michigan 48507

Prepared by:
Neil Martz
GCDC-WWS
G-4610 Beecher Road
Flint, MI 48532

Return to:
Gould Engineering, Inc.
2040 East Maple Avenue
Elipt, MI 48507

S. Walthall
Notary Public
County, Michigan
My Commission Expires: _____

Anja J. Walther
Notary Public, Wayne County, MI
My Commission Expires April 7, 2005
Acting In Oakland County

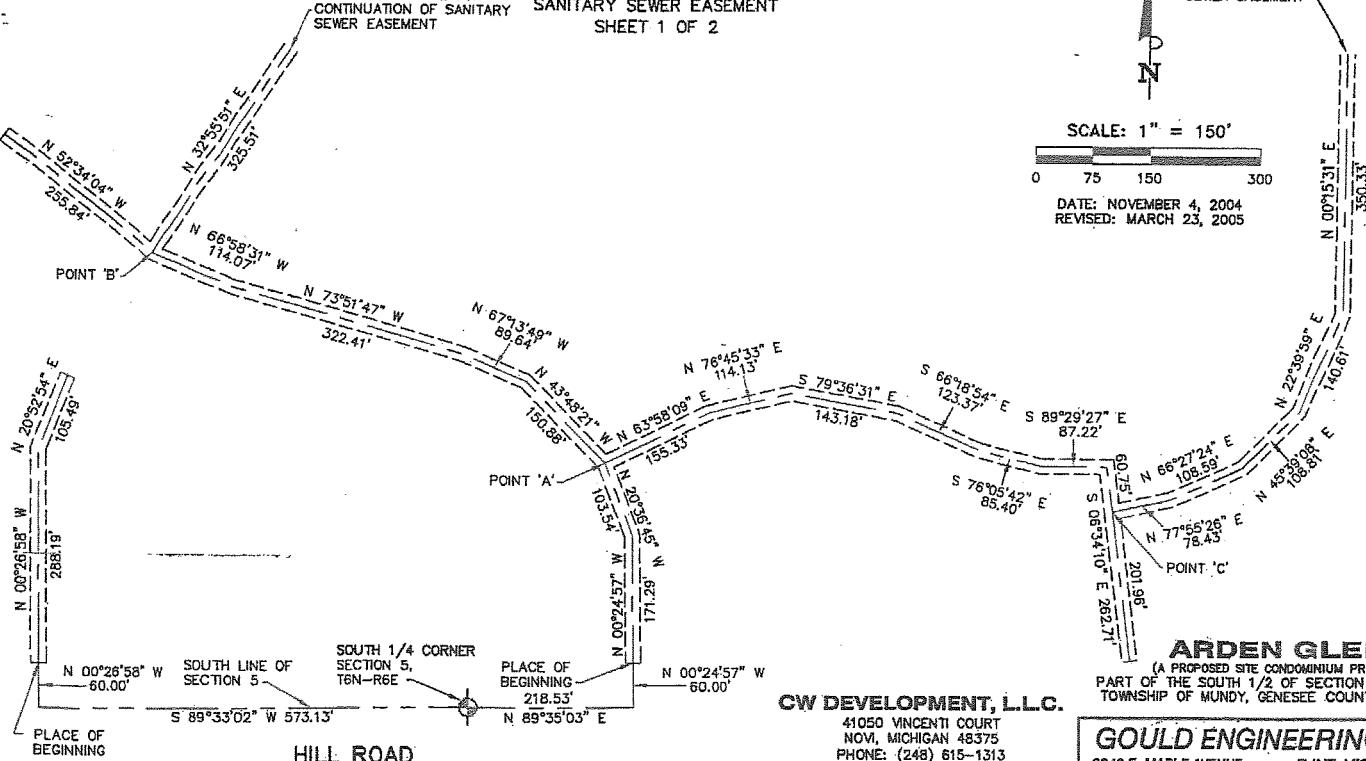
EXEMPTION MCL 207.526 (a)

207.505 Exemptions (M.S.A.) 7.456 (5) Sec. 5 (A)

ATTACHMENT 'A'
SANITARY SEWER EASEMENT
SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR
 CONTINUATION OF SANITARY
 SEWER EASEMENT

SEE SHEET 2 OF 2 FOR
 CONTINUATION OF SANITARY
 SEWER EASEMENT



CW DEVELOPMENT, L.L.C.

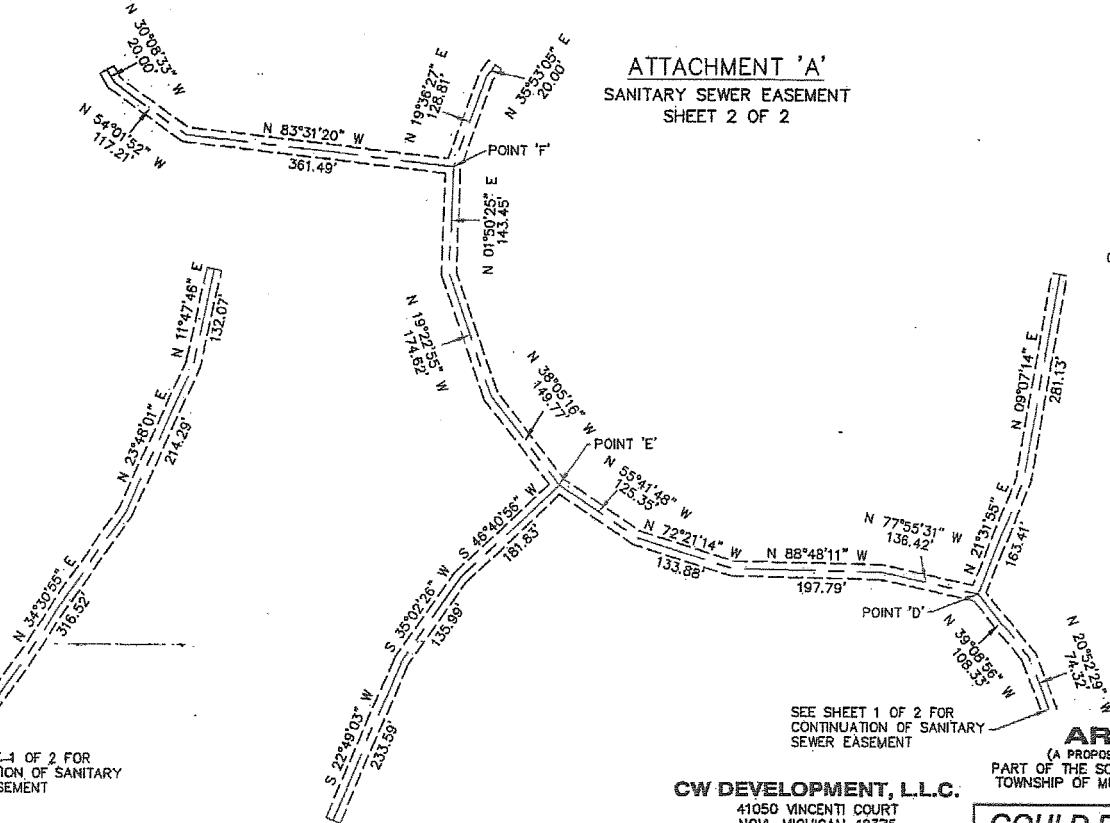
41050 VINCENTI COURT
 NOVI, MICHIGAN 48375
 PHONE: (248) 615-1313
 FAX: (248) 426-5646

ARDEN GLEN
 (A PROPOSED SITE CONDOMINIUM PROJECT)
 PART OF THE SOUTH 1/2 OF SECTION 5, T6N-R6E,
 TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN

GOULD ENGINEERING, INC.
 2040 E. MAPLE AVENUE
 PHONE: 810-743-9120
 FAX: 810-743-1797

Int'l. 2005-02-03518 02/19/2005
 P-3 of 4 F-523 10 67PM
 Kelvin Phillip McCrea 12408634601
 Genesee County Register MIGOULD EN

ATTACHMENT 'A'
SANITARY SEWER EASEMENT
SHEET 2 OF 2



SCALE: 1" = 150'
0 75 150 300

DATE: NOVEMBER 4, 2004
REVISED: MARCH 23, 2005



ARDEN GLEN

(A PROPOSED SITE CONDOMINIUM PROJECT)
PART OF THE SOUTH 1/2 OF SECTION 5, T6N-R8E,
TOWNSHIP OF MUNDY, GENESEE COUNTY, MICHIGAN

CW DEVELOPMENT, L.L.C.

41050 VINCENT COURT
NOV., MICHIGAN 48375
PHONE: (248) 615-1313
FAX: (248) 426-5646

GOULD ENGINEERING, INC.

2040 E. MAPLE AVENUE
FLINT, MICHIGAN 48507
PHONE: 810-743-9120
FAX: 810-743-1797



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1411

Agenda Date: 12/4/2024

Agenda #: 3.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of the 1st change order to an agreement between Genesee County and Granger Construction Company, in the amount of \$2,500,000.00, for a revised total of \$15,668,000.00, to allow for additional construction services in support of the Flint Riverfront Restoration Project; the funding for this amendment will be paid from account 2088-770.32-801.028 and requires no additional appropriation

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of the first change order to the Granger Construction Company contract, increasing the total contract amount to \$15,668,000.00, in support of the in-river work of the Flint Riverfront Restoration Project.

BACKGROUND:

ITB #23-354 for the Flint Riverfront Restoration Re-Bid Project was awarded to Granger Construction Company, per RES-2024-233. Granger is providing construction services for all in-river work associated with the Flint Riverfront Restoration project.

DISCUSSION:

Progressing, additional services items have been identified, requesting a change order to the total contract amount from \$13,168,000.00 to \$15,668,000.00, a \$2,500,000.00 increase.

Riffle #4 of the in-river project has presented greater thickness of the Hamilton Dam than expected and more scouring downstream than expected, requiring additional construction services, including construction causeway, dam demolition, excavation and disposal, and fill riffle material.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

NO USE OF GENERAL FUND. NO USE OF PARKS FUND.

To be paid from account 2088-770.32-801.028.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This request directly supports the promotion of environmental stewardship, promotion of public health, and promotion of safe communities, creating economic growth in the area.

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

LADIES AND GENTLEMEN:

WHEREAS, a Contract between Genesee County and Granger Construction Company was executed, pursuant to RES-2024-233, effective March 14, 2024, whereby Granger Construction Company would provide construction services for all in-river work of the Flint Riverfront Restoration Project; and

WHEREAS, since that time there has been a refinement of scope of services resulting in additional funds needed to complete the project; and

WHEREAS, the additional funds will be used for completion of riffle #4, including construction causeway, dam demolition, excavation and disposal of material, and fill riffle material.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize amending the contract between Genesee County and Granger Construction Company, said amendment being necessary to increase the total contract amount by \$2,500,000.00, to a total revised amount not to exceed \$15,668,000.00, and to include the additional construction services to be paid from account 2088-770.32-801.028, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: _____ (Go to

Question 2) No: X (Go to

Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: _____ This project requires a contract, skip to the contracts section.

No: _____ (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: _____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: _____

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: _____ X _____ This project requires a contract, skip to the contracts section.

No: _____ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: X (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

**1st AMENDMENT TO CONTRACT
WITH GRANGER CONSTRUCTION COMPANY
FOR FLINT RIVERFRONT RESTORATION PROJECT IN-RIVER WORK**

This Amendment is effective upon the date of the last signature below and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Granger Construction Company, a Michigan Company, whose principal place of business is located at 6267 Aurelius Rd, Lansing, MI 48911 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Contract, per RES-2024-233 (the "Agreement 1"), pursuant to which the Contractor would provide construction services for all in-river work of the Flint Riverfront Restoration Re-Bid Project, in an amount of \$13,168,000.00, effective March 14, 2024 through completion of the project; and

WHEREAS, riffle #4 of the in-river project has presented greater thickness of the Hamilton Dam than expected and more scouring downstream than expected, requiring additional construction services, including construction causeway, dam demolition, excavation and disposal of contaminated non-hazardous material, and fill riffle material; and

WHEREAS, the Parties wish to amend the Contract to increase the total contract amount from \$13,168,000.00 to \$15,668,000.00, a \$2,500,000.00 increase, to address these additional needed services.

NOW THEREFORE, the Parties agree as follows:

1. The total contract amount shall be increased by \$2,500,000.00, for a new total amount not to exceed \$15,668,000.00, to cover the listed additional construction services.
2. The remaining terms of the agreement remain unchanged and in full effect.

GRANGER CONSTRUCTION
COMPANY

COUNTY OF GENESEE

By: _____

By: _____

James Avery, Chairperson
Board of County Commissioners

Date: _____

Date: _____



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1433

Agenda Date: 12/4/2024

Agenda #: 4.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to Durango & Silverton, in the amount of \$98,633.00, for the construction of one (1) set (two trucks) of roller bearing trucks for the Huckleberry Railroad

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of an expense to Durango & Silverton, in the amount of \$98,633.00, for the construction of one set (two trucks) of roller bearing trucks for the Huckleberry Railroad.

BACKGROUND:

Parks received approval of a Purchase Order to Durango & Silverton for the construction of one set of roller bearing trucks for the Huckleberry Railroad. This is a request to purchase a second set of roller bearing trucks.

DISCUSSION:

Durango & Silverton has a second set constructed and available. They are the only company able to do the work and we had the opportunity to piggyback on trucks they were making for themselves, giving us the best pricing possible for commercially unavailable equipment.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Expense to be paid from account 5080-000.00-156.000.

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of expense increases safety of the railroad, staff, and park patrons. It also supports the

preservation of equipment.

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 Parks and Recreation Director to authorize an expenditure and Purchase Order to Durango & Silverton, in the amount of \$98,633.00 to be paid from account 5080-000.00-156.000, for the construction of two truck frames for Huckleberry Railroad, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

Equipment will be shipped.

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1435

Agenda Date: 12/4/2024

Agenda #: 5.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$90,000.00, to provide for the purchase of miscellaneous aggregate at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to purchase miscellaneous aggregate, for FYE 2025, in an amount not to exceed \$90,000, from the following vendors:

Tri City; Michigan Materials & Aggregate; Northern Michigan Aggregate; Fisher Brothers; Mark Martin & Sons; Rock Bottom Stone Supply

BACKGROUND:

Miscellaneous aggregate is used for Parks projects and repairs.

DISCUSSION:

Vendor usage will be based on availability, schedule, and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Expense to be paid from accounts:

2080-770.05-930.000 - \$15,000.00

2080-770.03-930.000 - \$15,000.00

2080-770.01-930.000 - \$45,000.00

5080-770.03-864.005 - \$10,000.00

2080-772.00-930.000 - \$5,000.00

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of expenses ensures proper maintenance and repair, ensuring quality facilities and services to residents and visitors of Genesee County.

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 Parks and Recreation Director to authorize an expenditure and Purchase Order to Northern Michigan Aggregate, Tri City, Michigan Materials & Aggregate, Fisher Brothers, Mark Martin & Sons, and Rock Bottom Stone Supply, in a total amount not to exceed \$90,000.00, for budgeted miscellaneous aggregate purchases as needed over the course of FYE 2025, with \$15,000.00 being paid from account 2080-770.05-930.000; \$15,000.00 being paid from account 2080-770.03-930.000; \$45,000.00 being paid from account 2080-770.01-930.000; \$10,000.00 being paid from account 5080-770.03-864.005; and \$5,000.00 from account 2080-772.00-930.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** _____ If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1445

Agenda Date: 12/4/2024

Agenda #: 6.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a request to amend RES-2024-026 allowing for the purchase of a narrow-gauge tie crane to span two fiscal years; there is no change in cost

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to amend RES-2024-026, the expense to Delta Railroad Services, to be paid in fiscal year ending 2025.

BACKGROUND:

The Genesee County Board of Commissioners approved an expense to Delta Railroad Services, in the amount of \$83,000.00, for the purchase of one (1) reconditioned narrow gauge tie crane for use at the Huckleberry Railroad.

A tie crane is used to move and handle railroad ties as an alternative to manually having to move individual ties. It can also be used to pick up debris along the tracks, such as logs and tree limbs. It also has the ability to excavate ditches.

DISCUSSION:

Sole Source. No other companies have the capability of narrow gauging the equipment.

\$27,666.67 was paid in FYE 2024 by RES-2024-026.

\$55,333.33 will be paid in FYE 2025.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expense to be paid from account 6665-000.00-156.000.

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

With limited outside resources to maintain historical equipment, it is imperative to secure necessary equipment to keep the Railroad maintained and running, and to ensure the safety of our equipment, visitors, and staff. With outside resources becoming more limited and obsolete, this purchase not only saves time and money seeking specialists in the field, but also invests in the staff and their ability to perform and share the knowledge to maintain our 100-year-old train.

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 Parks and Recreation Director to authorize amending RES-2024-026, said amendment being necessary to allow the remaining expense of \$55,333.33 for Delta Railroad Services to provide one reconditioned narrow gauge tie crane for Huckleberry Railroad to be paid in FYE 2025 instead of FYE 2024, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

Equipment will be shipped.

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** _____ If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1453

Agenda Date: 12/4/2024

Agenda #: 7.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$70,500.00, to provide for electrical services and repairs at Genesee County's Park and Recreation Commission, the cost of this purchase order will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to the following vendors for electrical services and repairs, for FYE 2025, in an amount not to exceed \$70,500.00.

McNaughton McKay; Weinstein Electrick; Holzer Electric; Newkirk Electric; Shifflett; Wins; Standard Electric

BACKGROUND:

Parks is responsible for maintaining and servicing 124 buildings and structures throughout the Parks system. We have 3 parks that utilize primary service (4800 volts to 7200 volts). There are many items that come up throughout the year that require outside electric assistance.

DISCUSSION:

Services chosen are based on schedule, availability, cost, and approved proof of insurance.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-770.12-930.000 - \$9,000.00

2080-770.01-930.000 - \$40,000.00

2080-770.05-930.000 - \$10,000.00

2080-770.03-930.000 - \$10,000.00

5080-770.03-931.000 - \$1,500.00

NO USE OF GENERAL FUND.

A budget amendment is in process.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Having the ability to properly maintain the electric services throughout the Parks facilities and structures ensures the safety of our facilities, and also ensures the continuation of safe services to the public.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to McNaughton McKay, Weinstein Electric, Holzer Electric, Newkirk Electric, Shifflett, Wins, and Standard Electric, in an amount not to exceed \$70,500.00, for budgeted electrical services and repairs as needed over the course of FYE 2025, with \$9,000.00 being paid from account 2080-770.12-930.000; \$40,000.00 being paid from account 2080-770.01-930.000; \$10,000.00 being paid from account 2080-770.05-930.000; \$10,000.00 being paid from account 2080-770.03-930.000; and \$1,500.00 being paid from account 5080-770.03-931.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

Electrical Services/Repairs as needed - COI/Add Ins obtained & approved prior to any work on site.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1454

Agenda Date: 12/4/2024

Agenda #: 8.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$44,000.00, to provide for the rental of equipment/heavy equipment at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses for various equipment/heavy equipment rentals from the following vendors for FYE 2025, in an amount not to exceed \$44,000.00.

AIS; MacAllister; Allied Equipment Rental

BACKGROUND:

Equipment and heavy equipment rentals are used for Parks projects.

DISCUSSION:

Vendor selection is based on availability, cost, and schedule.

NO USE OF GENERAL FUND.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

6665-770.11-931.000 - \$10,000.00

2080-770.01-930.000 - \$25,000.00

2080-770.05-930.000 - \$9,000.00

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the department is able to make continuous improvements and provide quality facilities and services to residents and visitors of Genesee County.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Allied Equipment Rental, MacAllister, and AIS, in a total amount not to exceed \$44,000.00, for budgeted rental expenses as needed over the course of FYE 2025, with \$10,000.00 being paid from account 6665-770.11-931.000; \$25,000.00 being paid from account 2080-770.01-930.000; and \$9,000.00 being paid from account 2080-770.05-930.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1455

Agenda Date: 12/4/2024

Agenda #: 9.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$63,000.00, to provide for the purchase of miscellaneous repair parts at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to purchase miscellaneous repair parts from the following vendors, for FYE 2025, in an amount not to exceed \$63,000.00.

RL Morgan Co; Leos Saw Shop; Tompkins; Grainger Industrial Supply

BACKGROUND:

Genesee County Parks maintains grounds, facilities, and equipment to manage over 11,000 acres of owned and operated land. Purchases of miscellaneous repair parts ensure the continued maintenance and improvements of the entire Parks system.

DISCUSSION:

Vendor choice based on cost and availability.

NO USE OF GENERAL FUND.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-806.00-776.000 - \$1,500.00

2080-806.01-776.000 - \$500.00

2080-770.05-930.000 - \$2,500.00

2080-770.31-930.000 - \$2,500.00

2080-770.34-930.000 - \$2,500.00

5080-770.03-931.000 - \$3,000.00

6665-770.11-931.000 - \$7,500.00

2080-770.03-930.000 - \$7,500.00

2080-772.00-930.000 - \$4,500.00

2080-770.16-930.000 - \$3,000.00

2080-770.01-930.000 - \$25,000.00

2080-770.12-930.000 - \$3,000.00

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the Department's ability for continuous improvement and continued maintenance of parks and facilities.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to RL Morgan, Leos Saw Shop, Tompkins, and Grainger Industrial Supply, in a total amount not to exceed \$63,000.00, for budgeted repair parts purchases as needed over the course of FYE 2025, with \$1,500.00 being paid from account 2080-806.00-776.000; \$500.00 being paid from account 2080-806.01-776.000; \$2,500.00 being paid from account 2080-770.05-930.000; \$2,500.00 being paid from account 2080-770.31-930.000; \$2,500.00 being paid from account 2080-770.34-930.000; \$3,000.00 being paid from account 5080-770.03-931.000; \$7,500.00 being paid from account 6665-770.11-931.000; \$7,500.00 being paid from account 2080-770.03-930.000; \$4,500.00 being paid from account 2080-772.00-930.000; \$3,000.00 being paid from account 2080-770.16-930.000; \$25,000.00 being paid from account 2080-770.01-930.000; and \$3,000.00 being paid from account 2080-770.12-930.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1456

Agenda Date: 12/4/2024

Agenda #: 10.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$50,000.00, to provide for the purchase of various vehicle and equipment tires at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses for vehicle tires and heavy equipment tire repairs, for FYE 2025, in an amount not to exceed \$50,000.00, from the following vendors.

Capital Tire; Jerry's Tire; Pomps Tire

BACKGROUND:

This is for Parks vehicle tires and heavy equipment tire repairs.

DISCUSSION:

Vendor selection based on availability, cost, and schedule.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from account:

6665-770.11-931.000

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the Department can provide continued maintenance, continuous improvements to quality facilities, and ensure safety of staff and equipment.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Capital Tire, Jerry's Tire, and Pomps Tire, in a total amount not to exceed \$50,000.00, for budgeted vehicle tires and heavy equipment tire repairs as needed over the course of FYE 2025, said expenditures to be paid from account 6665-770.11-931.000, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1457

Agenda Date: 12/4/2024

Agenda #: 11.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$73,000.00, to provide for the purchase of lumber at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to the following vendors to purchase lumber, for FYE 2025, in an amount not to exceed \$73,000.00.

Carter Jones; Michigan Lumber; Vassar Lumber; Iversons Lumber

BACKGROUND:

Lumber purchases are for parks projects throughout the entire Parks system.

DISCUSSION:

Vendor selection based on availability and cost.

NO USE OF GENERAL FUND.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budget expenses to be paid from accounts:

2080-770.05-930.000 - \$6,000.00

2080-770.03-930.000 - \$30,000.00

2080-770.01-930.000 - \$35,000.00

2080-772.00-930.000 - \$2,000.00

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval allows the Department to provide quality facilities, continuous improvements to facilities, and ensure safety of facilities, staff, residents and visitors of Genesee County.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Carter Jones, Michigan Lumber, Vassar Lumber, and Iversons Lumber, in a total amount not to exceed \$73,000.00, for the purchase of lumber as needed over the course of FYE 2025, with \$6,000.00 being paid from account 2080-770.05-930.000; \$30,000.00 being paid from account 2080-770.03-930.000; \$35,000.00 being paid from account 2080-770.01-930.000; and \$2,000.00 being paid from account 2080-772.00-930.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1458

Agenda Date: 12/4/2024

Agenda #: 12.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$70,000.00, to provide for the purchase of miscellaneous janitorial and safety supplies at Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses from the following vendors for the purchase of PPE, janitorial, and safety supplies, in an amount not to exceed \$70,000.00, for FYE 2025.

Federal Paper; Flint Cleaning; Action Municipal; James Glove; Supply Den; Bonner Safety; Joshen

BACKGROUND:

PPE, janitorial and safety supplies are purchased for the entire Parks system.

DISCUSSION:

Purchases are made based on availability, cost, and specification.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-770.01-752.000 - \$68,000.00

2084-795.00-864.001 - \$2,000.00

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the Department's safety, protection, and the ability to provide sanitary and safe facilities for parks users.

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

LADIES AND GENTLEMEN:

TO BE RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize expenditures and Purchase Orders to Federal Paper, Flint Cleaning, Action Municipal, James Glove, Supply Den, Bonner Safety, and Joshen, in a total amount not to exceed \$70,000.00, for budgeted PPE, janitorial, and safety supply purchases as needed over the course of FYE 2025, with \$68,000.00 being paid from account 2080-770.01-752.000 and \$2,000.00 being paid from account 2084-795.00-864.001, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: X (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: _____ This project requires a contract, skip to the contracts section. No: X (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes: _____

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: X

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: _____ This project requires a contract, skip to the contracts section.

No: _____ Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1459

Agenda Date: 12/4/2024

Agenda #: 13.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$101,000.00, to provide for the purchase of miscellaneous blades and repair parts by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to purchase blades and specific repair parts from the following vendors, for FYE 2025, in an amount not to exceed \$101,000.00.

Flint New Holland; Reinders; Tri County Equipment

BACKGROUND:

Parks maintains equipment for grounds maintenance. Purchases are for blades and specific repair parts for equipment.

DISCUSSION:

Purchases based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

6665-770.11-931.000 - \$100,000.00

2080-770.34-930.000 - \$1,000.00

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the Department the ability to properly maintain equipment and adequately service facilities, providing quality facilities to residents and visitors of Genesee County.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Flint New Holland, Reinders, and Tri County Equipment, in a total amount not to exceed \$101,000.00, for budgeted blades and specific repair parts purchases as needed over the course of FYE 2025, with \$100,000.00 being paid from account 6665-770.11-931.000 and \$1,000.00 being paid from account 2080-770.34-930.000, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** _____ If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1460

Agenda Date: 12/4/2024

Agenda #: 14.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to Home Depot for the fiscal year ending 2025, in an amount not to exceed \$170,000.00, to provide for the purchase of miscellaneous repair parts and supplies by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to Home Depot for the purchase of repair parts and supplies, for FYE 2025, in an amount not to exceed \$170,000.00.

BACKGROUND:

Parks staff maintains over 55 miles of roadway, 21 miles of paved pathways, 122 parking lots, 124 buildings, 31 wells, many septic systems and a steam powered railroad.

Parks staff makes repairs as needed and purchases supplies for projects and repairs throughout the entire Parks system.

DISCUSSION:

Purchases are made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2084-788.00-864.001 - \$16,000.00

2080-770.31-930.000 - \$5,000.00

2080-770.34-930.000 - \$5,000.00

2080-770.01-930.000 - \$82,500.00

2080-770.03-930.000 - \$15,000.00

2080-770.05-930.000 - \$15,000.00

2080-770.12-930.000 - \$5,000.00

2080-770.16-930.000 - \$5,000.00

2080-772.00-930.000 - \$2,500.00

2080-806.00-772.000 - \$3,500.00

2080-806.01-776.000 - \$1,000.00

5080-763.00-752.000 - \$5,000.00

5080-770.03-931.000 - \$6,500.00

6665-770.11-931.000 - \$3,000.00

NO USE OF GENERAL FUND.

A budget amendment is included in a separate request.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the Department is able to continue improvements, and continue maintenance and repair, to provide residents and visitors of Genesee County quality facilities and 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 Parks and Recreation Director to authorize an expenditure and Purchase Order to Home Depot, in a total amount not to exceed \$170,000.00, for the purchase of repair parts and supplies as needed over the course of FYE 2025, with \$16,000.00 being paid from account 2084-788.00-864.001; \$5,000.00 being paid from account 2080-770.31-930.000; \$5,000.00 being paid from account 2080-770.34-930.000; \$82,500.00 being paid from account 2080-770.01-930.000; \$15,000.00 being paid from account 2080-770.03-930.000; \$15,000.00 being paid from account 2080-770.05-930.000; \$5,000 being paid from account 2080-770.12-930.000; \$5,000.00 being paid from account 2080-770.16-930.000; \$2,500.00 being paid from account 2080-772.00-930.000; \$3,500.00 being paid from account 2080-806.00-772.000; \$1,000.00 being paid from account 2080-806.01-776.000; \$5,000.00 being paid from account 5080-763.00-752.000; \$6,500.00 being paid from account 5080-770.03-931.000; and \$3,000.00 being paid from account 6665-770.11-931.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** _____ If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1464

Agenda Date: 12/4/2024

Agenda #: 15.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$75,000.00, to provide for the purchase of miscellaneous retail merchandise to sell at various venues by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to the following vendors, in an amount not to exceed \$75,000.00, for the purchase of retail inventory merchandise.

Aurora World, Charles Products, United Distribution, Wilcor, CMPO

BACKGROUND:

Parks purchases retail merchandise for resale at Crossroads Village, Wolverine Campground, and For-Mar Nature Preserve & Arboretum. Some items are custom made, like the Huckleberry Railroad train whistles.

DISCUSSION:

Purchases made based on availability, schedules, and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-806.00-772.000 - \$2,000.00

2083-765.00-762.000 - \$40,000.00

2083-765.00-864.001 - \$16,500.00

5080-763.00-762.000 - \$16,500.00

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Parks uses data-based decision making and planning regarding retail inventory at revenue generating facilities. Having quality retail items enhances the experience of visitors to the park and increases sales.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Aurora World, Charles Products, United Distribution, Wilcor, and CMPO, in a total amount not to exceed \$75,000.00, for the purchase of retail merchandise as needed over the course of FYE 2025, with \$2,000.00 being paid from account 2080-806.00-772.000; \$40,000.00 being paid from account 2083-765.00-762.000; \$16,500.00 being paid from account 2083-765.00-864.001; and \$16,500.00 being paid from account 5080-763.00-762.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1465

Agenda Date: 12/4/2024

Agenda #: 16.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$86,000, to provide for the purchase of vehicle repair parts by Genesee County's Parks & Recreation Commission; the cost of this purchase order will be paid from accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to the following vendors for the purchase of vehicle repair parts, in an amount not to exceed \$86,000.00, for FYE 2025.

Interstate Battery, Mid-Michigan Auto Part, Brown & Sons, RC Fluid, Mid States Bolt & Screw

BACKGROUND:

Parks Motor Pool maintains and repairs Parks vehicles and equipment. Purchases are mainly for smaller repair parts that are repaired in house.

DISCUSSION:

Preventative maintenance and repair is essential to keeping safe and reliable vehicles and equipment in operation.

Purchases made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

6665-770.11-931.000 - \$80,000.00

5080-770.03-931.000 - \$6,000.00

NO USE OF GENERAL FUND.

A budget amendment is included in a separate request.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of expenses allows the department to maintain safe vehicles and equipment.

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 Parks and Recreation Director to authorize an expenditure and Purchase Order to Interstate Battery, Mid-Michigan Auto Parts, Brown & Sons, RC Fluid, and Mid States Bolt & Screw, in a total amount not to exceed \$86,000.00, for the purchase of vehicle repair parts as needed over the course of FYE 2025, with \$80,000.00 being paid from account 6665-770.11-931.000 and \$6,000.00 being paid from account 5080-770.03-931.000, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1466

Agenda Date: 12/4/2024

Agenda #: 17.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$34,500.00, to provide for the purchase of miscellaneous plants, shrubs and decorations by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to the following vendors, in an amount not to exceed \$34,500.00, for the purchase of plants, shrubs, and decorations, for FYE 2025.

Walker Farms, Wojo's, Bordines, Carlsons

BACKGROUND:

Parks purchases plants, shrubs, and decorations for the garden beds throughout the parks, as well, as for seasonal programming decorations.

DISCUSSION:

Purchases are made based on availability, cost, and quality.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

5080-763.00-752.000 - \$1,000.00

2080-770.34-930.000 - \$500.00

2080-770.01-930.000 - \$500.00

2080-770.03-930.000 - \$6,000.00

2080-770.05-930.000 - \$1,500.00

2080-770.16-930.000 - \$10,000.00

2080-772.00-930.000 - \$3,500.00

2084-788.00-864.001 - \$5,000.00

2083-765.04-801.028 - \$6,500.00

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval allows the Department to provide quality facilities to residents and visitors of Genesee County.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Walker Farms, Wojo's, Bordines, and Carlsons, in a total amount not to exceed \$34,500.00, for the purchase of plants, shrubs, and decorations as needed over the course of FYE 2025, with \$1,000.00 being paid from account 5080-763.00-752.000; \$500.00 being paid from account 2080-770.34-930.000; \$500.00 being paid from account 2080-770.01-930.000; \$6,000.00 being paid from account 2080-770.03-930.000; \$1,500.00 being paid from account 2080-770.05-930.000; \$10,000.00 being paid from account 2080-770.16-930.000; \$3,500.00 being paid from account 2080-772.00-930.000; \$5,000.00 being paid from account 2084-788.00-864.001; and \$6,500.00 being paid from account 2083-765.04-801.028; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1468

Agenda Date: 12/4/2024

Agenda #: 18.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$60,000.00, to provide for the purchase of concrete by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to purchase concrete and related supplies, for FYE 2025, in an amount not to exceed \$60,000.00, from the following vendors.

Great Lakes Concrete, Kens Redi Mix, Grand Blanc Cement

BACKGROUND:

Concrete is used throughout various Parks projects and repairs.

DISCUSSION:

Purchases made based on availability and cost.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-770.05-930.000 - \$30,000.00

2080-770.01-930.000 - \$30,000.00

NO USE OF GENERAL FUND.

A budget amendment is included in a separate request.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval supports the continued improvements and maintenance of Parks facilities for the experience of residents and visitors of Genesee County, as well as ensuring the safety of facilities.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Great Lakes Concrete, Kens Redi Mix, and Grand Blanc Cement, in a total amount not to exceed \$60,000.00, for the purchase of concrete and related supplies as needed over the course of FYE 2025, with \$30,000.00 being paid from account 2080-770.05-930.000 and \$30,000.00 being paid from account 2080-770.01-930.000, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1469

Agenda Date: 12/4/2024

Agenda #: 19.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to GM Coal Sales Co. for the fiscal year ending 2025, in an amount not to exceed \$35,000.00, to provide for the purchase of coal by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to purchase coal from GM Coal Sales Company (Carroll Mowery), in an amount not to exceed \$35,000.00, for FYE 2025, to fuel Huckleberry Railroad locomotives.

BACKGROUND:

GM Coal Sales Company (Carroll Mowery) was previously named R&T Coal. This vendor was the only vendor able to provide the highest quality coal for our locomotives.

DISCUSSION:

This is a sole source for the type of Anthracite coal. Anthracite is the highest rank of coal, it is hard, brittle, and black lustrous coal, often referred to as hard coal, containing a high percentage of fixed carbon and a low percentage of volatile matter. The coal has low smoke, high heat, low fly ash, and performs well in our locomotives.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from account 5080-770.03-759.000.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the ability to continue providing experiences and services to residents and visitors

of Genesee County.

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 Parks and Recreation Director to authorize an expenditure and Purchase Order to GM Coal Sales Company, in a total amount not to exceed \$35,000.00, for the purchase of coal as needed over the course of FYE 2025, said expenses to be paid from account 5080-770.03-759.000, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1470

Agenda Date: 12/4/2024

Agenda #: 20.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$35,000.00, to provide for the purchase of vehicle and equipment parts and service by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the account 6665-770.11-931.000

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to the following vendors for the purchase of vehicle and equipment parts and services in an amount not to exceed \$35,000.00, for FYE 2025.

Todd Wenzel, Applegate Chevrolet, Hank Graff

BACKGROUND:

This is for the purchase of parts and services only available from GM certified dealers.

DISCUSSION:

Parks maintains 80 vehicles and 200 pieces of equipment which are used to maintain over 11,000 acres across Genesee and Lapeer counties. Preventative maintenance and repair are essential to keeping safe and reliable vehicles and equipment in operation.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from account 6665-770.11-931.000.

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of expenses allows the Department to maintain safe vehicles and equipment.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Todd Wenzel, Applegate Chevrolet, and Hank Graff, in the amount of \$35,000, for the purchase of vehicle repair parts and services as needed over the course of FYE 2025, said expenses to be paid from account 6665-770.11-931.000, is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1471

Agenda Date: 12/4/2024

Agenda #: 21.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase order to various vendors for the fiscal year ending 2025, in an amount not to exceed \$83,000.00, to provide for the purchase of retail merchandise and program supplies by Genesee County's Parks & Recreation Commission; the cost of this budgeted expense will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to purchase retail merchandise and program supplies over the course of FYE 2025, in an amount not to exceed \$83,000.00, from the following vendors.

Sam's Club (Synchrony), Gordon Food, Hershey Creamery

BACKGROUND:

Genesee County Parks and Recreation hosts many programs bringing in well over 100,000 visitors per year, through programming and revenue generating facilities, including Crossroads Village, For-Mar Nature Preserve & Arboretum, and Wolverine Campground.

DISCUSSION:

All purchases are made based on availability and price.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-751.00-752.000 - \$7,000.00

2080-770.01-752.000 - \$15,000.00

2084-788.00-864.001 - \$6,000.00

2083-765.00-763.000 - \$5,000.00

2083-765.00-772.000 - \$8,000.00

2083-765.02-772.000 - \$3,000.00

2083-765.03-772.000 - \$3,000.00

2083-765.04-772.000 - \$3,000.00

2080-806.00-772.000 - \$3,000.00

5080-763.00-762.000 - \$30,000.00

NO USE OF GENERAL FUND.

A budget amendment is included in a separate request.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Programs are communicated to the public by means of social media, website, email, and Parks Playbook. Parks programs provide safe activities and safe spaces for community members, embracing diversity, equity, and inclusion. Programs bring in over 100,000 visitors annually to the area, creating economic growth in the area.

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 Parks and Recreation Director to authorize expenditures and Purchase Orders to Sam's Club (Synchrony), Gordon Food, and Hershey Creamery, in a total amount not to exceed \$83,000.00, for the purchase of retail merchandise and program supplies as needed over the course of FYE 2025, with \$7,000.00 being paid from account 2080-751.00-752.000; \$15,000.00 being paid from account 2080-770.01-752.000; \$6,000.00 being paid from account 2084-788.00-864.001; \$5,000.00 being paid from account 2083-765.00-763.00; \$8,000.00 being paid from account 2083-765.00-772.000; \$3,000.00 being paid from account 2083-765.02-772.000; \$3,000.00 being paid from account 2083-765.03-772.000; \$3,000.00 being paid from account 2083-765.04-772.000; \$3,000.00 being paid from account 2080-806.00-772.000; and \$30,000.00 being paid from account 5080-763.00-762.000; is approved (a copy of the memorandum request being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board).



GENESEE COUNTY
— MICHIGAN —

LEGISTAR SUBMISSION CHECKLIST*

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

DOES THE PROJECT NEED A CONTRACT?

1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)

Yes: (Go to Question 2)

No: (Go to Question 4)

2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?

Yes: This project requires a contract, skip to the contracts section. No: (Go to Question 3)

3) Has the vendor presented a document for the county to sign?

Yes:

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No:

- Use a **Purchase Order** You do not need to complete the remainder of this form.

4) Is this a request for services, an IT submission, or construction work?

Yes: This project requires a contract, skip to the contracts section.

No: Contact corporate counsel office prior to submitting into Legistar.

CONTRACTS

* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. * If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.

1) Is this a new contract or a renewal/extension? _____

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

2) How is the contract funded?

- a. Budgeted or General Funds: _____ (Go to Question 3)
- b. Grant Funded: _____ (Go to Question 4)
- c. Millage Funded: _____ (Go to Question 5)

3) What is the vendor providing?

- a. Services:
 - Use the **Professional Service Contract Template** _____
- b. Construction/Physical Building Altercation/Remodel
 - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. *

4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

5) Is this a new contract/agreement?

Yes: _____ No: _____

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?
 - If **yes**, use the template/previous agreement.
 - If **no**, contact corporate counsel regarding template/previous agreement.

6) Is a contract that is not a County prepared contract being submitted for review?

Yes: _____ No: _____

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1494

Agenda Date: 12/4/2024

Agenda #: 22.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of a grant award from the U.S. Department of Energy, in the amount of \$283,080.00, to provide for solar roofing project at Genesee County's Animal Control

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission (GCMPC) is recommending the Board of Commissioners accept the Energy Efficiency and Conservation Block Grant (EECBG) Agreement and approve Chairperson Avery to sign the agreement.

BACKGROUND:

The Energy Efficiency and Conservation Block Grant is a \$550 million grant program funded through the Bipartisan Infrastructure Law. It is focused on implementing strategies to reduce energy use, reduce fossil fuel emissions, and to improve energy efficiency. On behalf of Genesee County, GCMPC staff applied for and was successful in receiving a \$283,080 grant to be used for the design and installation of a solar array over the dog runs at the Genesee County Animal Control Facility. The amount awarded under the grant was pre-determined by the US Department of Energy. This capital improvement will provide both energy efficiency at the facility and shade for the dogs.

DISCUSSION:

Genesee County received the EECBG Grant to be used towards the design and installation of a solar array over the dog runs at the Genesee County Animal Control Facility.

IMPACT ON HUMAN RESOURCES:

No impact on human resources.

IMPACT ON BUDGET:

The Energy Efficiency and Conservation Block Grant Program will provide revenue of \$283,080 which will be used to construct the solar array. A budget amendment is included in a separate request.

IMPACT ON FACILITIES:

The installation of the solar panels will provide energy efficiency and cost savings for the animal control facility.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

To meet Genesee County's priority of healthy, livable, and safe communities through environmental stewardship, this grant will fund the design and installation of solar panels at the Genesee County Animal Control Facility while providing shade over the dog runs. To support the county's priority of long-term financial stability, the system will be recouped and provide a revenue source to offset the electrical use of the facility.

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 Energy Efficiency and Conservation Block Grant (EECBG) Program Grant Agreement to receive a \$283,080 grant to be used for the design and installation of a solar array over the dog runs at the Genesee County Animal Control Facility, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

ASSISTANCE AGREEMENT

1. Award No. DE-SE0000985	2. Modification No.	3. Effective Date 10/01/2024	4. CFDA No. 81.128
5. Awarded To Genesee, County Of Attn: Stephanie Howard GENESEE COUNTY METROPOLITAN PLANNING COMMI 1101 BEACH ST FLINT MI 485022009		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW washington DC 20585	
7. Period of Performance 10/01/2024 through 09/30/2026			
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority IIJA PL 117-58, 2021 110-140 EISA of 2007		10. Purchase Request or Funding Document No. 24SE000752
11. Remittance Address Genesee, County Of Attn: 3rd floor 1101 Beech St. FLINT MI 48503		12. Total Amount Govt. Share: \$283,080.00 Cost Share : \$0.00 Total : \$283,080.00	13. Funds Obligated This action: \$283,080.00 Total : \$283,080.00
14. Principal Investigator	15. Program Manager Thomas V. Schultz Phone: 240-848-8950		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury	19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data 05461-2022-31-200835-41020-1005917-0000000-0000000-0000000			
21. Research Title and/or Description of Project BIL: EECBG Program - County of Genesee			
For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer Signature on File	
23. Name and Title	24. Date Signed	26. Name of Officer Geoffrey I. Walker	27. Date Signed 09/20/2024

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000985				PAGE OF 2 3
NAME OF OFFEROR OR CONTRACTOR Genesee, County Of						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	<p>UEI: XD5HMHXNBWX6</p> <p>The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552.</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 10/01/2024 through 09/30/2026</p> <p>This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240-562-1779</p> <p>DOE Project Officer: Tom Schultz E-mail: thomas.schultz@hq.doe.gov Phone: 240-848-8950</p> <p>Recipient Business Officer: Chrystal Simpson E-mail: CSimpson@geneseecountymi.gov Phone: 810-257-3092</p> <p>Recipient Principal Investigator: Derek Bradshaw E-mail: DBradshaw@geneseecountymi.gov Phone: 810-257-3010</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: YES Extent Competed: NOT AVAIL FOR COMP Davis-Bacon Act: YES PI: Bradshaw, Derek Fund: 05461 Appr Year: 2022 Allottee: 31 Report Continued ...</p>					

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000985				PAGE OF 3 3
NAME OF OFFEROR OR CONTRACTOR Genesee, County Of						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000					

Special Terms and Conditions

County of Genesee (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions	4
Term 1. Legal Authority and Effect	4
Term 2. Flow Down Requirement	4
Term 3. Compliance with Federal, State, and Municipal Law	4
Term 4. Inconsistency with Federal Law	4
Term 5. Federal Stewardship	4
Term 6. NEPA Requirements	4
Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	6
Term 8. Reporting Requirements	6
Term 9. Lobbying	6
Term 10. Publications	7
Term 11. No-Cost Extension	7
Term 12. Property Standards	7
Term 13. Insurance Coverage	8
Term 14. Real Property	8
Term 15. Equipment	8
Term 16. Supplies	9
Term 17. Property Trust Relationship	9
Term 18. Record Retention	9
Term 19. Audits	9
Term 20. Indemnity	10
Term 21. Foreign National Participation	10
Term 22. Post-Award Due Diligence Reviews	11
Subpart B. Financial Provisions	11
Term 23. Maximum Obligation	11
Term 24. Refund Obligation	11
Term 25. Allowable Costs	11
Term 26. Indirect Costs	11
Term 27. Decontamination and/or Decommissioning (D&D) Costs	13
Term 28. Use of Program Income	13
Term 29. Payment Procedures	13
Term 30. Budget Changes	14
Subpart C. Miscellaneous Provisions	15
Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities	15
Term 32. System for Award Management and Universal Identifier Requirements	15
Term 33. Nondisclosure and Confidentiality Agreements Assurances	17
Term 34. Subrecipient Change Notification	18
Term 35. Conference Spending	19
Term 36. Recipient Integrity and Performance Matters	19
Term 37. Export Control	21
Term 38. Interim Conflict of Interest Policy for Financial Assistance	21
Term 39. Organizational Conflict of Interest	22
Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	22
Term 41. Human Subjects Research	23
Term 42. Fraud, Waste and Abuse	24
Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements	25

Term 43. Reporting, Tracking and Segregation of Incurred Costs	25
Term 44. Davis-Bacon Requirements	25
Term 45. Buy American Requirement for Infrastructure Projects	27
Term 46. Affirmative Action and Pay Transparency Requirements	32
Term 47. Potentially Duplicative Funding Notice	33
Term 48. Transparency of Foreign Connections.....	33
Term 49. Foreign Collaboration Considerations	33

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) which are awarded to non-tribal recipients proposing projects with potential ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact their DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any 8/21/23, 3:58 PM U.S. DOE: Office of Energy Efficiency and Renewable Energy - Environmental Questionnaire <https://eere-pmc-hq.ee.doe.gov/GONEPA/ND form V2.aspx?key=25235> 9/10 inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at <https://www.energy.gov/node/812599>.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the

Performance and Accountability for Grants in Energy system (PAGE) at
<https://www.page.energy.gov/default.aspx>.

9. Recipients are required to submit quarterly reports in the form of a NEPA Log. Sample NEPA Logs can be found at: www.energy.gov/node/4816816. NEPA Logs must be submitted to EECBG.NEPA@ee.doe.gov and your DOE Project Officer.
10. Most activities listed under “Blueprints and additional activities” within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the “Blueprints and additional activities” must be followed.
11. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those

prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000985.”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316.

Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any

time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The Recipient has a Federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all Federal awards. These costs shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:**i. Modification to Indirect Cost Billing Rates**

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates.

Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Annual Cost Reconciliation

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR Part 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

iii. Adjustments to Indirect Cost Billing Rates

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.
2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

iv. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes**A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of

this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE-owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does

- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15,

not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than

\$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term

“Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance

Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects* (subpart A which is referred to as the "Common Rule"), and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human

subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- (8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
- (9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement—means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

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

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more

than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical

Assistance Guide² should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 49. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with

² See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
ACTIVITY FILE
Grant Number: SE0000985, **State:** MI, **Program Year:** 2023
Recipient: Genesee County

SEO title : Energy Reduction Solar Canopy at Genesee County Animal Control Facility

Revision status: Active (pending add)

1. Activity

<input type="checkbox"/> Strategy Development	<input type="checkbox"/> Technical Consultant Services	<input type="checkbox"/> Building Energy Audits
<input type="checkbox"/> Financial Incentive Programs	<input type="checkbox"/> Energy Efficiency Retrofits	<input type="checkbox"/> Energy Efficiency and Conservation Programs for Buildings and Facilities
<input type="checkbox"/> Development and Implementation of Transportation Programs	<input type="checkbox"/> Building Codes and Inspections	<input type="checkbox"/> Energy Distribution Technologies for Energy Efficiency
<input type="checkbox"/> Material Conservation Programs	<input type="checkbox"/> Reduction and Capture of Methane and Greenhouse Gases	<input type="checkbox"/> Traffic Signals and Street Lighting
<input type="checkbox"/> Renewable Energy Technologies on Government Buildings	<input type="checkbox"/> Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures	<input type="checkbox"/> Administrative
<input type="checkbox"/> States Sub-grants to Formula-Ineligible Communities (states only)		

Blueprints

Energy Planning	
<input type="checkbox"/> 1. Energy Planning	
Efficient Buildings	
<input type="checkbox"/> 2a. Energy Efficiency - Energy Audits and Building Upgrades	
<input type="checkbox"/> 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings	
<input type="checkbox"/> 2c. Building Electrification Campaign	
<input type="checkbox"/> 2d. Building Performance Standards & Stretch Codes	
Renewables	
<input type="checkbox"/> 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership	
<input type="checkbox"/> 3b. Community Solar	
<input type="checkbox"/> 3c. Solarize Campaign	
<input type="checkbox"/> 3d. Renewable Resource Planning for Rural and Tribal Communities	
Electric Transportation	
<input type="checkbox"/> 4a. Electric Vehicles and Fleet Electrification	
<input type="checkbox"/> 4b. EV Charging Infrastructure for the Community	
Finance	
<input type="checkbox"/> 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds	
Workforce	
<input type="checkbox"/> 6. Workforce Development	

2. State: MI

3. Sectors

<input type="checkbox"/> Agriculture / Agricultural	<input checked="" type="checkbox"/> Local Government	<input type="checkbox"/> Residential
<input type="checkbox"/> Commercial	<input type="checkbox"/> Low / Limited Income	<input type="checkbox"/> State or Territory Government
<input type="checkbox"/> Higher Education	<input type="checkbox"/> Non-profits	<input type="checkbox"/> Transportation
<input type="checkbox"/> Industrial	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Tribal / Native American
<input type="checkbox"/> K-12 Schools		

4. Technology and/or Topic Areas

<input type="checkbox"/> Audits and Assessments (Energy, Water, and Process)	<input type="checkbox"/> Environmental Justice
<input type="checkbox"/> Benchmarking	<input type="checkbox"/> Financial Incentives

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE**Grant Number:** SE0000985, **State:** MI, **Program Year:** 2023**Recipient:** Genesee County

<input type="checkbox"/> Energy Savings Performance Contracting	<input type="checkbox"/> Fuel Cell and Hydrogen Technologies
<input type="checkbox"/> Biofuels	<input type="checkbox"/> Geothermal
<input type="checkbox"/> Building Energy Codes & Inspection Services	<input type="checkbox"/> Hydropower / Hydrokinetic Power
<input type="checkbox"/> Capital Investments & Financing	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Biomass	<input type="checkbox"/> On-site Renewable Energy
<input type="checkbox"/> Clean Energy / Clean Energy Technologies	<input type="checkbox"/> Pedestrian & Bike Infrastructure
<input type="checkbox"/> Commuting Infrastructure	<input type="checkbox"/> Reduce Commuting
<input type="checkbox"/> Distributed Energy Resources	<input type="checkbox"/> Resiliency
<input type="checkbox"/> Education and Outreach	<input type="checkbox"/> Retrofits
<input type="checkbox"/> Electric Vehicles and Infrastructure	<input checked="" type="checkbox"/> Solar
<input type="checkbox"/> Energy Affordability	<input type="checkbox"/> Workforce Development
<input type="checkbox"/> Energy Management	<input type="checkbox"/> STEM Education
<input type="checkbox"/> Energy Audits	<input type="checkbox"/> Storage
<input type="checkbox"/> Energy Certification Programs	<input type="checkbox"/> Strategy Development
<input type="checkbox"/> Energy Conservation	<input type="checkbox"/> Technical Assistance
<input type="checkbox"/> Energy Efficiency	<input type="checkbox"/> Traffic Signals & Street Lighting
<input type="checkbox"/> Energy Equity	<input type="checkbox"/> Waste to Energy / Solid Waste Minimization
<input type="checkbox"/> Assessments & Feasibility Studies	<input type="checkbox"/> Weatherization
<input type="checkbox"/> ENERGY STAR	<input type="checkbox"/> Wind
<input type="checkbox"/> Energy Workforce Training	

5. Estimated annual energy savings: MBtus**6. Description (executive summary of goals and objectives)***

Genesee County is proposing to construct and own the solar panels at the Animal Control site with a goal of providing cost savings to the County through reduced energy use at the facility. The project will also provide shade to workers, volunteers, and animals during outdoor activities. Reduced energy use at the facility supports the County's specific energy use reduction goal of 30% by 2040 and clean energy use goal of 15% by 2040. The solar array is expected to be 3,000 square feet and 55kW. The canopy structure will be constructed for the solar panels to be mounted on.

7. Activity milestones

Milestone Description	Planned Amount
Environmental Review Completed by Q4 2024	1
Request for Proposal Process Begins in Q4 2024	1
Project Award to Company by Q1 2025	1
Design and Construction start Q1 2025	1
Project completion with 55kW solar panels installation by Q4 2025	1

8. Activity performance metrics

a. Specific metric activity (required)**

5. Renewable Energy

9. Activity funds by source

a. EECBGBIL grant (all funds in the approved budget)

Fund Source	Planned Amount

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023**Recipient:** Genesee County

Federal Fund Source Type: Federal	\$283,080.00
Total	\$283,080.00
b. Leveraged funds anticipated (outside approved budget)	
Fund Source	Planned Amount
<i>No records found</i>	
Total	\$0.00

*Please use additional pages if more space is needed.
**Mandatory requirement



Federal Assistance Reporting Checklist

Attachment 2		
1. Award Number: DE-SE0000985.0000	2. Program/Project Title: EECBG	
3. Recipient: County of Genesee		
4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
<input checked="" type="checkbox"/> A. Performance Report <ul style="list-style-type: none"> 1. Status and Milestones 2. Quantitative 3. Narrative <input checked="" type="checkbox"/> B. Financial Report (SF-425) <input type="checkbox"/> C. Other (see Special Instructions)	Q Q A5	A. https://www.page.energy.gov B. https://www.page.energy.gov C. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
<input checked="" type="checkbox"/> A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A) <input checked="" type="checkbox"/> B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) <input type="checkbox"/> C. Uniform Commercial Code (UCC) Financing Statements <input checked="" type="checkbox"/> D. Federal Subaward Reporting System (FSRS) <input checked="" type="checkbox"/> E. Annual Incurred Cost Proposal <input checked="" type="checkbox"/> F. Single Audit: States, Locals, Tribal Governments, and Non-Profits <input checked="" type="checkbox"/> G. Other <ul style="list-style-type: none"> 1. Annual Historic Preservation Report <input checked="" type="checkbox"/> H. Davis Bacon <ul style="list-style-type: none"> 1. Semi-Annual Davis Bacon 2. Weekly Payroll report 	Y A5 A5 A5 A5 O Y S W	A. Send Email to DOE Project Officer B. https://www.page.energy.gov C. https://www.page.energy.gov D. See section II. D. for instructions and due dates E. FSRS F. See section II. F. for instructions and due dates G. See section II. G. for instructions and due dates G1. Email to project officer & EECBG.NEPA@ee.doe.gov H1. https://www.page.energy.gov H2. https://www.page.energy.gov
III. CLOSEOUT REPORTING		
<input checked="" type="checkbox"/> A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B) <input type="checkbox"/> B. Other (see Special Instructions)	F F	A. https://www.page.energy.gov B. See Special Instructions

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
IV. Bipartisan Infrastructure Law Reporting <ul style="list-style-type: none"> <input checked="" type="checkbox"/> A. Quality Job Creation <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1. Direct Jobs <input checked="" type="checkbox"/> 2. Good Jobs <input checked="" type="checkbox"/> B. Equity and Justice <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1. Community Engagement Process <input checked="" type="checkbox"/> 2. Engagement Events and Technical Assistance <input checked="" type="checkbox"/> C. Pathway to Net-Zero <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1. Infrastructure Supported <input checked="" type="checkbox"/> 2. Energy Saved <input checked="" type="checkbox"/> D. One-Time Location Report 	A5 Y Y 1	A.1. See Section V.D.I for instructions and due dates A.2. https://www.page.energy.gov B. https://www.page.energy.gov C. https://www.page.energy.gov D. https://www.page.energy.gov
FREQUENCY CODES AND DUE DATES:		
A5 – As Specified or within five (5) calendar days after the event.		
F – Final; within 120 calendar days after expiration or termination of the award.		
O – Other: See instructions for further details.		
P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.		
Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.		
S – Semiannually; within 30 days after end of the reporting period.		
Y – Yearly; within 90 calendar days after the end of the federal fiscal year.		
Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.		
W – Weekly; within 7 days of the payroll		
1 – One time report		
FULL URLs:		
OSTI E-Link: http://www.osti.gov/elink-2413		
OSTI E-Link Datasets: https://www.osti.gov/elink/2416-submission.jsp		
DOE CODE: https://www.osti.gov/doecode/		
iEdison: http://www.iedison.gov		
EERE PMC: https://www.eere-pmc.energy.gov/SubmitReports.aspx		
FSRS: https://www.frs.gov		
PAGE: https://www.page.energy.gov		
Special Instructions:		

Contents

I.	Project Management Reporting	5
A.	Performance Report	5
1.	Organizations	5
2.	Tasks and Milestones.....	5
3.	Outlays	5
4.	Metrics	6
5.	Products	6
6.	Participants	7
7.	Special Reporting Requirements	8
8.	Qualitative reporting requirements.....	8
B.	Financial Report SF-425 Federal Financial Report	8
C.	Other (see Special Instructions).....	8
II.	Award Management Reporting	9
A.	Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)	9
B.	Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	9
C.	Uniform Commercial Code (UCC) Financing Statements	9
D.	Federal Subaward Reporting System (FSRS).....	10
E.	Annual Incurred Cost Proposals.....	11
F.	Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization	11
G.	National Environmental Policy Act (NEPA) Reporting	12
H.	Davis Bacon Reporting	12
III.	Closeout Reporting	14
A.	Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	14
B.	Other (see Special Instructions).....	14
IV.	BIL Reporting.....	15
A.	Quality Job Creation.....	15
1.	Direct Jobs.....	15
2.	Good Jobs.....	15
B.	Equity and Justice	15
A.	Community Engagement Process	16
B.	Engagement Events and Technical Assistance	16

C. Pathways to Net Zero.....	16
1. Infrastructure Supported.....	16
2. Energy Saved.....	16
D. One Time Location Report	17
V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information.....	18

Reporting Instructions

Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.

*** * ***

I. Project Management Reporting

A. Performance Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, and October 30)

Quarterly, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This information can be included in the qualitative section of the report.

2. Tasks and Milestones

Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

3. Outlays

Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.

4. Metrics

Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the [EECBG Program Process Metrics](#), [EECBG-BIL-Reporting-Guidance.pdf \(energy.gov\)](#), and the [Eligible Activity Areas and their Recommended Process Metrics \(energy.gov\)](#) per your activity.

5. Products

Can be uploaded as an attachment to the PAGE performance report.

What has the project produced?

In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; ; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

i. Publications, conference papers and presentations

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

6. Participants

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in <https://www.page.energy.gov>. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the <https://www.page.energy.gov> document library.

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project
- v. Start and end date (month and year) working on the project

- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

7. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements

In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30 and October 30) and within 120 calendar days after expiration or termination of the award

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

C. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified

II. Award Management Reporting

A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	Send Email to DOE Project Officer
Submission deadline:	Within 90 calendar days after the end of the annual reporting period when applicable

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 5 calendar days of the event or as specified when applicable

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at [Post-Award Reporting Forms | GRANTS.GOV](#)

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

C. Uniform Commercial Code (UCC) Financing Statements

Submit to:	Send Email to DOE Project Officer
------------	---------------------------------------------------

Submission deadline:	Within five (5) calendar days after the event, or as specified.
----------------------	-----------------------------------------------------------------

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- “Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions.”
- Federal Award Identification Number (e.g., DE-EE000XXXX)

D. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

E. Annual Incurred Cost Proposals

Submit to:	<p>If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices:</p> <ul style="list-style-type: none"> • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • IndirectRates@hq.doe.gov (if OCED is Cognizant) • PricingGroup@netl.doe.gov (if NETL is Cognizant) <p>Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.</p>
Submission deadline:	<p>Within 180 calendar days after the close of the recipient's fiscal year*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

F. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	<p>Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx</p>
Submission deadline:	<p>Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

G. National Environmental Policy Act (NEPA) Reporting

Submit to:	Historic Preservation report: https://www.page.energy.gov
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at www.page.energy.gov/. The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at [Historic Preservation – Executed Programmatic Agreements | Department of Energy](#)

H. Davis Bacon Reporting

Submit to:	https://www.page.energy.gov
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Submission deadline:	Within 7 days of each pay period and Semi-annually when applicable
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- a.** The DBA applies to contractors and subcontractors of the recipient or sub-recipients for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).
- b.** EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at:
<https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events>
- c.** Weekly Payroll Report
 - i.** EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
 - ii.** EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.
- d.** Semi-Annual Compliance and Enforcement Report
 - i.** EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
 - ii.** Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.

III. Closeout Reporting

A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

IV. BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	<u>Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool</u>
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

2. Good Jobs

Submit to:	<u>https://www.page.energy.gov</u>
Submission deadline:	Yearly; within 30 calendar days after the end of the federal fiscal year

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

B. Equity and Justice

Submit to:	<u>https://www.page.energy.gov</u>
Submission deadline:	Quarterly within 30 calendar days after the end of the federal fiscal year quarter

The Equity and Justice reports are imbedded in the [EECBG Program Process Metrics](#) as part of the performance report. Please report on EECBG process metrics 9d. (Organizations

Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.

A. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

B. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

C. Pathways to Net Zero

Submit to:	https://www.page.energy.gov
Submission deadline:	As Specified , within 30 calendar days after the end of the first quarterly reporting period; Yearly ; within 90 calendar days after the end of the federal fiscal year and Final ; within 120 calendar days after expiration or termination of the award.

Pathways to Net Zero Reports will be imbedded in the [EECBG Program Process Metrics](#) as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. Energy Saved

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

D. One Time Location Report

Submit to:	https://www.page.energy.gov
Submission deadline:	One time

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). [OB] If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

BUDGET INFORMATION - Non-Construction Programs

1. Program/Project Identification No. SE0000985	2. Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021
3. Name and Address Genesee County 1101 Beach St. Flint, MI 485021417	4. Program/Project Start Date 06/01/2024
	5. Completion Date 07/01/2026

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	\$ 0.00		\$ 283,080.00		\$ 283,080.00
2.						
3.						
4.						
5. TOTAL		\$ 0.00	\$ 0.00	\$ 283,080.00	\$ 0.00	\$ 283,080.00

SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	Grant Program, Function or Activity					Total (5)
	(1)	DOE	(2)	(3)	(4)	
a. Personnel		\$ 4,211.68				\$ 4,211.68
b. Fringe Benefits		\$ 3,167.19				\$ 3,167.19
c. Travel		\$ 0.00				\$ 0.00
d. Equipment		\$ 0.00				\$ 0.00
e. Supplies		\$ 0.00				\$ 0.00
f. Contract		\$ 270,579.46				\$ 270,579.46
g. Construction		\$ 0.00				\$ 0.00
h. Other Direct Costs		\$ 0.00				\$ 0.00
i. Total Direct Charges		\$ 277,958.33				\$ 277,958.33
j. Indirect Costs		\$ 5,121.67				\$ 5,121.67
k. Totals		\$ 283,080.00				\$ 283,080.00
7. Program Income		\$ 0.00				\$ 0.00

Intellectual Property Provisions (NRD-821)
Nonresearch and Development

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

U.S. Department of Energy
Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)
STRATEGY
Grant Number: SE0000985, **State:** MI, **Program Year:** 2023
Recipient: Genesee County

EECBG Program: Energy Efficiency and Conservation Strategy Template for Local Governments

Local governments must submit a proposed Energy Efficiency and Conservation Strategy (EECS) to the Department of Energy (DOE) to meet the statutory requirements for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The proposed EECS must include the information contained in Part A of this template. Local governments may use this streamlined EECS Template to meet the requirement, but the template is not required. If a local government chooses to submit an EECS using an alternative format, the information outlined in Part A must be included in the submission.

Local governments have the option of submitting their EECS at the time of application or no later than 1 year after the effective date of the award. If the latter option is chosen, the EECS should be a comprehensive strategy that covers, at a minimum, all items detailed in this template. DOE will provide informational resources and technical assistance to support the development of comprehensive strategies.

Local governments that do not submit an EECS with their application must submit an ECBG Program Activity File with their application and select Activity 1 (Energy Efficiency and Conservation Strategy).

Part A

Grantee: Genesee County
Date: 3/22/2024
UEI Number: XD5HMHXNBWX6
Program Contact Email: dhajec@geneseecountymi.gov

1) Local governments must include within their proposed strategy a description of their goals for increased energy efficiency and conservation in the jurisdiction. Does your local government have existing energy efficiency and conservation or related goals?

a. Yes

i. What goals do you have? (check all that apply)

1. GHG reduction goal

a. Specific goal (e.g., 80% GHG reduced from 1990 levels):

b. By what year? (e.g., 2050)

2. Energy use reduction goal

a. Specific goal:

Energy use reduction goal of 30% by 2040.

b. By what year?

2040

3. Clean energy use goal

a. Specific goal:

Clean energy use goal of 15% by 2040.

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023

Recipient: Genesee County

b. By what year?

2040

4. EV adoption goal

a. Specific goal:

EV adoption goal of 20% by 2030.

b. By what year?

2030

5. Job creation goal

a. Specific goal:

b. By what year?

6. Job quality goal

a. Specific goal:

b. By what year?

7. Other

a. Specific goal:

b. By what year?

b. No, our local government does not have an existing goal, but we are selecting the following goal as part of our strategy. If you select option 5, you must also select from options 1-4 or option 6 (may select more than one option).

- i. Carbon neutrality by 2050 or sooner
- ii. Reduce energy use by 50% by 2050 or sooner
- iii. 100% carbon-free energy use by 2050 or sooner
- iv. 80% EV adoption by 2050 or sooner
- v. Pay prevailing wages for all construction and maintenance projects by 2025

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023

Recipient: Genesee County

vi. Other

2) Does your local government have an existing plan or strategy document (e.g., climate action plan, energy conservation plan, comprehensive energy plan, etc.) to reduce energy use, increase energy efficiency, reduce emissions, or train workers for high-quality energy efficiency jobs?

a. Yes

i. Strategy document uploaded:

ii. Do you intend to update your plan in the next two years?

1. Yes

a. Are you planning to use any of your EECBG Program funds to update your plan?

i. Yes

ii. No

b. What updates do you intend to make to your plan?

b. No

i. Please briefly describe your strategy to achieve your goals listed in Question 1

At Genesee County, we will work to reduce the overall footprint and consolidate smaller facilities into one that is updated with the most current energy efficiency equipment. This will allow us to focus on best practices for energy usage at one location versus multiple spread throughout the county. We will work to increase our motor pool to include more EV vehicles and less combustion gas vehicles. We will continue to explore opportunities for green energy where suitable.

3) Are you planning to use a blueprint (see Section 4.5 of the EECBG Program Formula Grant Application Instructions document for more details)?

a. Yes

i. Which one(s)?

Energy Planning

1. Energy Planning

Efficient Buildings

2a. Energy Efficiency - Energy Audits and Building Upgrades

2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings

2c. Building Electrification Campaign

2d. Building Performance Standards & Stretch Codes

Renewables

3a. Solar & Storage - Power Purchase Agreements and Direct Ownership

3b. Community Solar

3c. Solarize Campaign

3d. Renewable Resource Planning for Rural and Tribal Communities

Electric Transportation

4a. Electric Vehicles and Fleet Electrification

4b. EV Charging Infrastructure for the Community

Finance

5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

Workforce

6. Workforce Development

ii. How does this blueprint help you meet your strategy/goals?

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023

Recipient: Genesee County

Installation of a solar array through the Solar Direct Ownership Blueprint will allow Genesee County to construct and directly own the solar panels at the Animal Control facility with a goal of providing a cost savings to disadvantaged communities in the County. The project has the potential to reduce the need for energy upgrades in the future, subsequently saving money. Reduced energy use at the facility supports the County's specific energy use reduction goal of 30% by 2040 and clean energy use goal of 15% by 2040.

b. No

i. What category of work do you plan to apply your EECBG Program funds to? (check all that apply)

1. Strategy development

- a. Developing goals
- b. Developing measures to track progress
- c. Providing annual reporting on goals

2. Technical consultant services to assist in strategy development

3. Building energy audits

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

4. Financial programs

- a. Loan programs
- b. Performance contracting programs
- c. Rebates/grants
- d. Incentives
- e. Other

5. Energy efficiency retrofits

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

6. Energy efficiency and conservation programs for buildings and facilities

- a. Residential
- b. Commercial
- c. Industrial
- d. Municipal

7. Transportation Programs

a. Electric vehicle planning

- i. Municipal
- ii. Communitywide

b. Purchasing of electric vehicles

c. Installation of electric vehicle chargers

- i. Municipal
- ii. Communitywide
- d. Use of flex time by employers
- e. Satellite work centers
- f. Zoning guidelines or requirements that promote energy efficient development
- g. Infrastructure, such as bike lanes and pathways and pedestrian walkways

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023

Recipient: Genesee County

- h. Synchronization of traffic signals
- i. Public transit system improvement investments
- j. Other

8. Building codes and inspection

- a. Updating building codes
- b. Improving enforcement/compliance with building codes
- c. Building performance standards
- d. Other

9. Energy distribution technologies for energy efficiency

- a. Distributed resources
- b. District heating and cooling systems
- d. Other

10. Material conservation programs

- a. Source reduction
- b. Recycling
- c. Composting
- d. Sustainable procurement
- e. Other

11. Reduction and capture of methane and other greenhouse gases generated

- a. Landfills
- b. Wastewater treatment facilities
- c. Other

12. Traffic signals and street lighting upgrades

13. Renewable energy on government buildings

- a. Solar
- b. Wind
- c. Fuel cells
- d. Biomass

14. Programs for financing, purchasing, and installing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure)

15. Other (requires approval of Secretary)

ii. How will your use of funds help your unit of government meet its strategy/goals?

iii. Provide a brief description of your project(s)?

4) Local governments must coordinate and share information with the State in which the eligible local government is located regarding activities carried out using the grant to maximize the energy efficiency and conservation benefits under the EECBG Program. Have you coordinated and shared your planned activities with your State?

a. Yes

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023

Recipient: Genesee County

i. Please describe how you plan to coordinate with your State

Yes, I have coordinated and shared my EECBG plans with Michigan's Department of Environment, Great Lakes, and Energy. My state is using a survey to capture eligible entities' plans and will use that information to connect communities around similar ideas and additional resources, programming, and funding. I have shared my plans using this survey and will continue to review responses to coordinate with other eligible units of government.

5) Local governments must take into account any plans for the use of funds by adjacent eligible local governments that receive grants under the EECBG Program. Have you taken into account how adjacent eligible units of local governments plan to use their funds?

a. Yes

Part B

1) Do you plan to collaborate with other eligible units of government?

a. Yes, we are going to form a team and apply through a joint application

i. List the names of the units of government

1. Which unit of government is serving as the lead applicant?

ii. Please describe what your team plans to work on together

b. Yes, we are going to informally collaborate

i. List the names of the units of government

ii. Please describe your planned collaboration

c. We are not yet sure if we are going to collaborate with others

d. No

2) Are you planning to partner with other organizations including utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations for your project?

a. Yes

i. Please list your partners

Consumers Energy Eventual Contractor

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023

Recipient: Genesee County

b. No

3) Have you engaged local stakeholders (such as utilities, energy industry and financial companies, community-based organizations, labor unions, and other non-profit organizations) in the development of your plan and/or how you intend to use your EECBG Program allocation?

a. Yes

b. No

4) Will this EECBG Program funding help you to access additional sources of funding?

a. Yes

i. What kind? (check all that apply)

1. Local government

2. State government

3. Federal government

4. Philanthropic

5. Private sector

6. Other

b. No

i. Would you like assistance in identifying other sources of funding?

a. Yes

b. No

5) Do you anticipate needing support for your project development/implementation?

a. Yes

i. What kind? (check all that apply)

1. Policy, planning and program design

2. Retrofits

3. Engineering and modeling

4. Stakeholder engagement

5. Program administration and implementation support

6. Outreach, education and advertising

7. Other

b. No

6) Do you anticipate the project(s) you use this funding for will continue after the EECBG Program funding period?

a. Yes

i. Describe how the projects(s) have been designed to ensure that it sustains benefits beyond the EECBG Program funding period

We intend to use EECBG project funding on a new solar array at Genesee County Animal Control. This project will have an extended, multi-year lifespan, and will create energy while simultaneously shading dogs and providing shade to workers and animals during outdoor activities.

b. No

i. What would help you to continue? (check all that apply)

1. Local sustainable financing

2. Public and local political support

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

STRATEGY

Grant Number: SE0000985, **State:** MI, **Program Year:** 2023

Recipient: Genesee County

3. Staff capacity

4. Other

7) How will your project(s) benefit disadvantaged communities? (check all that apply)

a. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities:

- i. A decrease in energy burden
- ii. A decrease in environmental exposure and burdens
- iii. An increase in access to low-cost capital
- iv. An increase in job quality (including paying prevailing wages for construction and maintenance projects by 2025)
- v. An increase in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises)
- vi. An increase in clean energy jobs, job pipeline, and job training for individuals from disadvantaged communities
- vii. An increase in parity in clean energy technology access and adoption
- viii. An increase in energy democracy
- ix. Other

1. Please explain

8) How will your strategy support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative?

Our strategy will support the goal that 40% of the overall benefits of certain federal investments flow to disadvantaged communities, in line with the Justice40 initiative. The Genesee County Animal Control is located in a census tract that is identified as a disadvantaged community. The White House Climate and Economic Justice Screening Tool marks this tract as a disadvantaged community because it meets more than one burden threshold and the associated socioeconomic threshold for health and workforce development. The Genesee County Animal Control also serves over fifty other census tracts that are identified as disadvantaged communities. The installation of the solar canopy will provide clean energy and a project for these communities.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1513

Agenda Date: 12/4/2024

Agenda #: 23.

To: Ellen Ellenburg, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of an agreement between Genesee County and Securitas Security Services USA, Inc., in an amount not to exceed \$130,000, to provide unarmed security services at Historic Crossroads Village; the term of this agreement is January 6, 2025 through January 5, 2026; the cost of this agreement is budgeted and will be paid from account 2080-764.00-801.028

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of a renewal to the contract with Securitas Security Services USA, Inc., for continued unarmed security services at Crossroads Village.

BACKGROUND:

ITB #23-339 for Unarmed Security Services at Crossroads Village was awarded to Securitas Security Services USA, Inc., per RES-2023-877, with the option to renew the contract for up to three additional one-year terms.

DISCUSSION:

This will be the first renewal of the contract.

Contract effective January 6, 2025 - January 5, 2026.

The remaining terms of the agreement remain unchanged and in full effect.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from account 2080-764.00-801.028.

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Services align with County priorities, promoting and ensuring safe communities for residents and visitors of Genesee County.

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 Parks and Recreation Director to authorize amending the Professional Services Contract between Genesee County and Securitas Security Services USA, Inc., said amendment being necessary to extend the contract for one additional year commencing January 6, 2025, through January 5, 2026, whereby Securitas Security Services USA, Inc. will continue to provide unarmed security services at Crossroads Village, at a total cost not to exceed \$130,000.00 to be paid from account 2080-764.00-801.028, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 4, 2024 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.

1ST RENEWAL TO SECURITAS SECURITY SERVICES USA, INC. CONTRACT

This Renewal is effective January 6, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Securitas Security Services USA, Inc., a Foreign Corporation, whose principal place of business is located at 3 Parklane Blvd., Dearborn, MI 48126 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, per RES-2023-877 (the "Agreement 1"), pursuant to which the Contractor would provide unarmed security services at Crossroads Village; and

WHEREAS, the Parties wish to renew the Professional Services Contract to extend the contract for one year commencing January 6, 2025, through January 5, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The contract term shall be extending one year commencing January 6, 2025, through January 5, 2026; and
2. The remaining terms of the agreement remain unchanged and in full effect.

SECURITAS SECURITY
SERVICES USA, INC.

By: _____
Vince Zambo
Area Vice President

Date: _____

COUNTY OF GENESEE

By: _____
James Avery, Chairperson
Board of County Commissioners

Date: _____

**PROFESSIONAL SERVICES CONTRACT
WITH SECURITAS SECURITY SERVICES USA, INC.
FOR ITB #23-339 – UNARMED SECURITY SERVICES AT CRV**

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Securitas Security Services USA, Inc.** a **Foreign Corporation**, whose principal place of business is located at 3 Parklane Blvd, Dearborn, MI 48126 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences **January 6, 2024**, and shall be effective through **January 5, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$130,000.00. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within thirty (30) days of the County's acceptance of the invoice and supporting documentation.

The Contractor may raise its rates upon thirty (30) days written notice to the County for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor's services, with no increase to the max total contract amount.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Patrick Linihan** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

- 6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.
- 6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such

necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

The Contractor may terminate this Contract, in whole or in part, without cause or penalty upon thirty (30) days written notice to the County.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the

County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services, specifically and exclusively for the County under this Contract, shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

Any equipment/software provided by Contractor, and information gathered therewith, in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor will not sell or lease any of the equipment/software to the County, and Contractor will remove its equipment/software upon termination of this Contract.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

- 13.1** In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 13.2** For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

14.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

The Contractor will defend, controlling such defense, and indemnify County, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by negligence of Contractor while acting within the scope of its specified duties. However, Contractor's liability will in no event exceed \$2 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of County's premises. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor, subject to the terms of Contractor's insurance.

Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated

within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

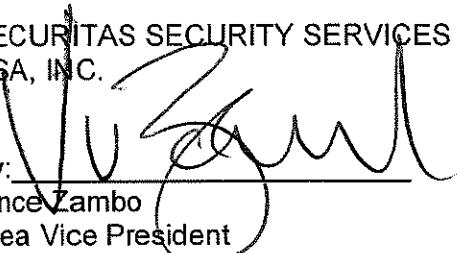
Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

SECURITAS SECURITY SERVICES
USA, INC.

By: 
Vince Zambo
Area Vice President

Date: 12/19/23

COUNTY OF GENESEE

By: 
Ellen Ellenburg, Chairperson
Board of County Commissioners

Date: 12-11-2023

EXHIBIT A
Description of the Services

Crossroads Village is a one-of-a-kind collection of restored 19th century buildings, amusement rides and an authentic narrow-gauge railroad. The park exhibits what life was like long ago. Crossroads Village has over 30 structures, including a steam railroad, carousal, and paddlewheel riverboat.

GENERAL REQUIREMENTS

1. **Licenses:** The Contractor is required to provide proof of all state licenses and bonds as may be required by federal, state, and local laws and regulations.
2. **Unarmed Security:** The Contractor and its employees are not permitted to use firearms, weapons, or other dangerous or hazardous devices or substances while on County property.
3. **24-hour communication:**
 - The Contractor shall maintain a 24-hour communications center and shall be responsible for proper operation of their communication equipment, such as, phones, radios, chargers, etc.
 - Personnel shall be in radio/phone contact at all times during shifts.
4. **Uniforms and Equipment:**
 - All personnel employed by the Contractor shall be dressed in a uniform and identified with a name badge and a security badge shield.
 - The County will provide one 800-megahertz radio for communication with county park personnel.
 - The Contractor shall provide additional communication equipment deemed necessary by the contractor to the employees assigned to the contract.
5. **Personnel:**
 - The contractor shall keep records that ensure assigned guards have been trained and maintain licenses, permits, etc., as required by state and local laws.

- The County may request such documentation at any time upon request.

6. Hours of Operation:

- Each year Crossroads Village & Huckleberry Railroad is open for the summer season from Memorial Day weekend through Labor Day weekend. Labor Day is our last open day of the summer season. After Labor Day Crossroads Village closes to prepare for our Halloween Ghosts & Goodies program.
- Summer season - May 25 – September 2
 - i. Thursday – Sunday, and Holidays, 10am – 5pm
 - ii. The Village is closed Mondays and Tuesdays, except holidays.
- Halloween: Dates change yearly and available on the website.
 - i. Weekends: Noon – 9pm
 - ii. Weekdays 5 – 9pm
- Christmas at Crossroads: Dates change yearly and available on the website.
 - i. Weekends: 4 – 9pm
- Additional yearly events are posted on the website under Rates & Info.

7. Staffing & Work Schedule:

- Estimated hours of service:
 - i. Third Shift 365 days x 8 hours = 2,920
 - ii. Second Shift 315 days x 8 hours = 2,520
 - iii. First Shift 122 days x 8 hours = 976
 - iv. Total hours = 6416
 - v. 642 hours (10% contingency)
- One person per shift.
- Any change in work schedules (i.e., dates or times of work, starting and ending times, etc.) must have prior approval of the Genesee County Parks management.

8. Vehicles:

- During times the Village is operating, vehicles are not permitted inside the Village. Contractor is to supply necessary vehicles.

9. Unauthorized persons in the Village are prohibited.

- This includes friends, relatives, former employees, and off-duty employees. They are prohibited during the times the Village is closed to the public.

10. The use of personal electronic equipment, such as televisions, radios, pagers, tape players, recording devices, phones, etc., is prohibited.

SECURITY PROCEDURES FOR CROSSROADS VILLAGE & HUCKLEBERRY RAILROAD LOCATIONS:

1. General Duties & Tasks:

- Immediately reports fires, theft, vandalism, illegal entry, etc., that may take place at the complex.
- Makes safety and security checks, watches for and reports unusual conditions, occurrences, and irregularities.
- Reports safety hazards, takes corrective action to correct any hazard when possible, and/or alerts the public to hazards.
- Permits authorized persons to enter area or buildings.
- Observes departing public and park personnel to protect against theft of County property.
- Keeps a log of daily activities and prepares a daily report

2. Rounds:

- A minimum of five (5) complete rounds shall be made each eight (8) hour shift. Rounds shall be made on a minimum basis, as follows:
 - 1st Round - During the first hour of shift
 - 2nd Round - During the second and third hour of shift.
 - 3rd Round - During the fourth and fifth hour of shift.
 - 4th Round - During the sixth and seventh hour of shift.
 - 5th Round - During the last hour of shift.
- All windows (ground level) and doors shall be checked on the first and on the fourth or fifth rounds. If any window or door is found unlocked, a report must be completed and turned in with the daily report. Secure open doors and windows whenever possible.
- All rounds made within the Village shall be on foot. Using a vehicle to make rounds in the Village is prohibited, unless approved by management due to special situations, such as hazardous walking conditions or poor weather conditions.

3. Daily Report Form:

- A separate daily report shall be made out for each day worked.
- Each daily report shall be completely filled out, signed, dated, and available for GCPRC management to review at the end of each shift.
- The daily report shall be an accurate accounting of shift activities, and shall contain as a minimum the following entries:
 - Starting time.
 - Record security checks.
 - Condition of equipment assigned or note of equipment missing.
 - Names of staff that are in Village & Railroad area at times other than their normally scheduled work hours.
 - Beginning and ending times of each round made.
 - Any contact made, including the names of any unauthorized persons found
 - in the Village & Railroad area. This should include any staff there other than during the normal times.
 - Suspicious activities.

- Boiler checks as required at the Railroad complex.
- Other areas checked (Entrance gate, etc.).
- Anything that is noteworthy.
- If a round is not made or is incomplete, it must be explained.
- Radio checks.
- Ending time.

4. Supplemental Reports:

- A supplemental report shall be made out for each open window or door found during a shift.
- Reports shall be made about anything that requires someone to take some action. Some examples are hazardous conditions, vandalism, damage, unlocked doors or windows, suspicious activities, or anything needing corrective action.
- Village Back Gate – To be locked at all times when Village is open to the public.
- At no time shall anyone drive around a gate or drive off of a designated roadway or parking area to avoid a closed gate.
- Any open gates are to be properly pinned and/or secured open if they have been opened during the shift.

5. Gate Procedures:

- Parking Lot Gate – The Village parking lot gates shall be closed and locked at all times during shifts, unless the Village is open for business or as directed by Crossroads Village Management. When the Village is in operation, the main parking lot gate should be open to the public one hour prior to scheduled opening time or as directed by management.
- Bray Road Gate
 - The Bray Road gates are to be maintained as follows:
 - The Bray Road gate is to be unlocked between 5:30 a.m. and 5:45 a.m.
 - Half of it may be opened and securely pinned at this time when the Village is operating or when maintenance employees are expected on duty.
 - At times the Village is operating on normal schedules, the Bray Road gate should be closed by 6:30 p.m. weekdays and by 7:30 p.m. weekends.
 - Gates are to be locked by 9:00 p.m. During special events, programs, or activities, the gate should be secured as quickly as is practical without inconvenience to large numbers of departing people. During these special activities, events, or programs, the Railroad gate is to be locked, unless personnel are working in that area. Under special circumstances when directed by a supervisor, the Bray Road gate may be left unlocked.
 - When the Village is not in operation, the Bray Road gate is to be kept closed and locked, except when directed otherwise or when there are employees scheduled to work in the Village or Railroad

area.

6. Boiler Checks:

- When in use, the boiler located in the Railroad service facility shall be checked and so indicated on the daily on each round. The procedure is posted by the Railroad Shop Supervisor in the boiler area.
- The assigned guard will only look at water and pressure level. If outside the variance that is posted on the boiler, they will call and notify the Railroad Shop Supervisor.

7. Emergency:

- The assigned guard shall follow the Contractors emergency protocol in response to any emergency and call for assistance (911) when necessary.
- In case of an emergency, or when it is necessary that the County be notified and advised of a particular situation, the following order shall be used until someone is reached. An emergency is a fire, theft, suspicious persons or any suspicious activity, trespassers, medical attention, illegal entry and vandalism. Contact the on-duty ranger immediately.
- If unable to contact an on-duty Ranger, contact Parks' staff in the following order:
 - Village Manager
 - Operations Manager
 - Park Superintendent
 - Facilities Director

8. Other Responsibilities:

- Opening and Closing Buildings – During operating dates, it is the responsibility of security personnel to lock and unlock buildings if there is a shift assigned that can accommodate that function.
- Unlocking buildings for volunteers and guests as needed. This may be for weddings, service groups, etc.
- The Village/Railroad area should never be left unattended during the shift. Unless it is an emergency, the "interior Village" should not be left unattended for more than ten minutes. If, for some reason, this does happen, it must be noted on the daily report with an explanation.

Unit Rates:

Cost for Services Year 2024, as submitted by Securitas Security Services USA, Inc.:

Standard Hourly Rate: \$19.20
 Holiday Hourly Rate: \$28.78

All wages shall comply with minimum wage increases.

All prices included shall be total prices, including such costs as transportation, uniforms, and all equipment necessary to perform the services set forth. Separate charges shall not be allowed.

EXHIBIT B
Insurance Checklist