



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, November 5, 2025

5:30 PM

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

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-2640](#) Approval of Meeting Minutes - October 22, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2570](#) Approval of a grant award from the Michigan Department of Natural Resources(DNR)-Parks and Recreation Division's Off-Road Vehicle Trail Improvement Fund, in the amount of \$50,000.00, for improvements at Mounds ORV Park
2. [RES-2025-2571](#) Approval of a purchase order to GFL for the fiscal year ending 2026, in an amount not to exceed \$29,000.00, to provide for dumpster service at Genesee County's Parks & Recreation Commission; the cost of this purchase order will be paid from the accounts listed
3. [RES-2025-2583](#) Approval of an agreement between Genesee County and US Trackworks LLC, in an amount not to exceed \$37,550.00, to replace a minimum of 300 narrow gauge crossties at Genesee County's Historic Huckleberry Railroad; the cost of this agreement will be paid from account 5080-770.03-864.005

4. [RES-2025-2605](#) Approval to accept grant funds from Michigan State Police Emergency Management and Homeland Security Division - Cybersecurity Grant Program in the amount of \$252,000.00 for the purpose of managing and reducing systemic cyber risk

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

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

File #: RES-2025-2640

Agenda Date: 11/5/2025

Agenda #:

Approval of Meeting Minutes - October 22, 2025



GENESEE COUNTY

— M I C H I G A N —

Genesee County Public Works Committee Meeting Minutes

Wednesday, October 22, 2025

5:30 PM

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

I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 8:34 PM.

II. ROLL CALL

Present: Brian K. Flewelling, Beverly Brown, Delrico J. Loyd and Shaun Shumaker

Absent: James Avery

III. APPROVAL OF MINUTES

[RES-2025-2557](#) Approval of Meeting Minutes - October 8, 2025

RESULT: APPROVED

MOVER: Shaun Shumaker

SECONDER: Delrico J. Loyd

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

-
1. [RES-2025-2411](#) Approval of an agreement between Genesee County and Cisco Duo, in an amount not to exceed \$39,700.00, to provide multi-factor authentication software for Genesee County network users; the cost of this agreement will be paid from account 1010-228.01-933.001

 RESULT: REFERRED
 MOVER: Shaun Shumaker
 SECONDER: Delrico J. Loyd

 Aye: Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

 Absent: Vice Chair Avery
 2. [RES-2025-2446](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$65,000.00, to provide for the purchase of miscellaneous aggregate at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

 RESULT: REFERRED
 MOVER: Brian K. Flewelling
 SECONDER: Beverly Brown

 Aye: Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

 Absent: Vice Chair Avery
 3. [RES-2025-2448](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$54,000.00, to provide for the purchase of the rental of various equipment/heavy equipment at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

 RESULT: REFERRED
 MOVER: Brian K. Flewelling
 SECONDER: Beverly Brown

 Aye: Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

 Absent: Vice Chair Avery
 4. [RES-2025-2450](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$62,000.00, to provide for the purchase of miscellaneous repair parts at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

 RESULT: REFERRED
 MOVER: Brian K. Flewelling
 SECONDER: Beverly Brown
-

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

5. [RES-2025-2452](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$50,000.00, to provide for the purchase of vehicle and heavy equipment tires at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from account 6665-770.11-931.000

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

6. [RES-2025-2455](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$59,000.00, to provide for the purchase of lumber at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

7. [RES-2025-2456](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$70,000.00, to provide for the purchase of janitorial, PPE, and safety supplies at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

8. [RES-2025-2457](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$95,000.00, to provide for the purchase of lawnmower blades and specific repair parts at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
 MOVER: Brian K. Flewelling
 SECONDER: Beverly Brown
- Aye:** Chairperson Flewelling, Commissioner Brown,
 Commissioner Loyd and Commissioner Shumaker
- Absent:** Vice Chair Avery
9. [RES-2025-2458](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$71,500.00, to provide for the purchase of electrical services and repairs at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
 MOVER: Brian K. Flewelling
 SECONDER: Beverly Brown
- Aye:** Chairperson Flewelling, Commissioner Brown,
 Commissioner Loyd and Commissioner Shumaker
- Absent:** Vice Chair Avery
10. [RES-2025-2460](#) Approval of a purchase order to Home Depot for the fiscal year ending 2026, in an amount not to exceed \$159,000.00, to provide for the purchase of repair parts and supplies at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
 MOVER: Brian K. Flewelling
 SECONDER: Beverly Brown
- Aye:** Chairperson Flewelling, Commissioner Brown,
 Commissioner Loyd and Commissioner Shumaker
- Absent:** Vice Chair Avery
11. [RES-2025-2461](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$75,000.00, to provide for the purchase of retail inventory merchandise at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
 MOVER: Brian K. Flewelling
 SECONDER: Beverly Brown
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Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

12. [RES-2025-2462](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$90,000.00, to provide for the purchase of vehicle repair parts at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

13. [RES-2025-2463](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$34,500.00, to provide for the purchase of plants, shrubs, and decorations at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

14. [RES-2025-2465](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$45,000.00, to provide for the purchase of concrete at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

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15. [RES-2025-2466](#) Approval of a purchase order to Wolf Hill Energy for the fiscal year ending 2026, in an amount not to exceed \$24,000.00, to provide for the purchase of coal at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from account 5080-770.03-759.000
- RESULT:** REFERRED
MOVER: Brian K. Flewelling
SECONDER: Beverly Brown
- Aye:** Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker
- Absent:** Vice Chair Avery
16. [RES-2025-2467](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$35,000.00, to provide for the purchase of vehicle and equipments parts and services at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
MOVER: Brian K. Flewelling
SECONDER: Beverly Brown
- Aye:** Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker
- Absent:** Vice Chair Avery
17. [RES-2025-2468](#) Approval of a grant award from the Charles Stewart Mott Foundation, in the amount of \$301,152.00, to provide for the continued operation of the Flint River Watershed Coalition through December 31, 2026
- RESULT:** REFERRED
MOVER: Beverly Brown
SECONDER: Delrico J. Loyd
- Aye:** Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker
- Absent:** Vice Chair Avery
18. [RES-2025-2469](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$80,600.00, to provide for the purchase of retail food supplies at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed
- RESULT:** REFERRED
MOVER: Brian K. Flewelling
SECONDER: Beverly Brown
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Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

19. [RES-2025-2470](#) Approval of a purchase order to various vendors for the fiscal year ending 2026, in an amount not to exceed \$46,000.00, to provide for the purchase of well services, repairs, and chlorination at Genesee County's Parks & Recreation; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED

MOVER: Brian K. Flewelling

SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Commissioner Brown,
Commissioner Loyd and Commissioner Shumaker

Absent: Vice Chair Avery

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 8:45 PM.



Genesee County

Staff Report

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

File #: RES-2025-2570

Agenda Date: 11/5/2025

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval to accept a grant from the Michigan Department of Natural Resources(DNR)-Parks and Recreation Division's Off-Road Vehicle Trail Improvement Fund, in the amount of \$50,000.00, for improvements at Mounds ORV Park

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval to accept a grant from the Michigan Department of Natural Resources (DNR) - Parks and Recreation Division's Off-Road Vehicle Trail Improvement Fund, in the amount of \$50,000.00, for improvements at Mounds ORV Park.

BACKGROUND:

Grant funds to fund purchasing of stone material for roadway/emergency vehicle access to Mounds ORV Park, and trail brushing and grading the trails and main access roadway of the park.

DISCUSSION:

No match.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds to be deposited into account 2088-769.01-558.000.

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

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval supports continuous improvements in Genesee County facilities and increases 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 accepting a grant from, and entering into a grant agreement with, the Michigan Department of Natural Resources - Parks and Recreation Division Off-Road Vehicle Trail Improvement Fund, in the amount of \$50,000.00 to be deposited into account 2088-769.01-558.000, for improvements at Mounds ORV Park, with no match required, for the period commencing October 1, 2025, through September 30, 2026, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 5, 2025 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.



**OFF-ROAD VEHICLE TRAIL IMPROVEMENT FUND
GRANT AGREEMENT # 26-006**

By authority of Part 811 of the Natural Resources and Environmental Protection Act 1994 PA 451, as amended.

This Agreement is between Genesee County Parks & Recreation Commission, Federal ID Number 38-6004849, of Genesee County (hereinafter referred to as the SPONSOR), and the Department of Natural Resources, an agency of the state of Michigan (hereinafter referred to as the DEPARTMENT). Part 811 of the Natural Resources and Environmental Protection Act (1994 PA 451, as amended) authorizes the DEPARTMENT to distribute revenues in the form of grants to public agencies and non-profit, incorporated clubs and organizations. Through the Off-road Vehicle (ORV) Trail Improvement Fund grant program, the DEPARTMENT may issue grants for trail maintenance, restoration of ORV damaged areas on public land, and for development of new ORV facilities.

TERMS OF THE AGREEMENT

1. The grant period begins on October 1, 2025 and ends on September 30, 2026. This Agreement is not valid until it has been signed by both the SPONSOR and the DEPARTMENT.
2. The SPONSOR agrees to complete the scope of work listed in Attachment 1 within the grant period, or request an extension at least 45 calendar days prior to the ending date of this agreement, as referenced in item 6 of this agreement.
3. The DEPARTMENT agrees to provide funding to the SPONSOR for the scope of work listed in Attachment 1 not to exceed \$50,000.00.
4. The DEPARTMENT will make payment to the SPONSOR in the form of advance payments, partial payments, or reimbursements according to procedures outlined in the current Off-Road Vehicle (ORV) Trail Improvement Fund Grant Handbook (IC3600).
5. Costs eligible for payment/reimbursement are limited to costs directly attributed to completing the scope of work listed in Attachment 1.
6. Amendments to this agreement may be made, upon request from the SPONSOR, and at the discretion of the DEPARTMENT. An amendment is required for a change in scope of work, change in the grant amount or any other terms of the agreement. The SPONSOR must make such requests in writing and no later than 45 days prior to September 30, 2026, or current Fiscal Year end. Amendments to this agreement are to be executed in the same manner as this agreement.
7. The SPONSOR agrees to complete the scope of work listed in Attachment 1 in compliance with all local, state and federal laws and regulations. The SPONSOR agrees to apply for and obtain all necessary permits prior to implementation of the scope of work listed in Attachment 1. This Agreement shall not be construed to obligate the DEPARTMENT or other agencies to issue any permits required for completion of the scope of work listed in Attachment 1.
8. The agreement, together with the following materials constitutes the entire agreement between the SPONSOR and the DEPARTMENT: The 2026 ORV Trail Improvement Fund Grant Program application; the REVISED 2026 Off-Road Vehicle (ORV) Trail Improvement Fund Grant Handbook IC3600; Off-Road Vehicle (ORV) Trail and Route Maintenance Handbook IC1991; Michigan Motorized Trail Signing Handbook (IC3602).
9. This agreement shall be administered on behalf of the DEPARTMENT through Parks and Recreation Division (PRD). All required forms and documents are to be provided to: Program Services Section, PRD, Michigan Department of Natural Resources, PO Box 30257, Lansing, MI 48909-7757, or to the assigned PRD Management Unit, as directed by the DEPARTMENT.
10. The SPONSOR's representative for this agreement is:

Name: Anthony Walter
Address 5045 E. Stanley Road
City/State/Zip Flint MI 48506
Phone: (810) 845-6429 Fax:
Email: awalter@gcparks.org

11. This agreement may not be transferred to any other agency, group, or individual without prior written approval from the DEPARTMENT.
12. The SPONSOR (excluding units of government) agrees to hold harmless, defend and indemnify the State of Michigan, its departments, officers, employees and agents, from and against any and all claims, costs, losses, suits, demands, actions, liabilities, damages, causes of action or judgments, including but not limited to, alleged violations of environmental laws, that may in any manner be imposed on or incurred by the State of Michigan, its departments, officers, employees and agents, for any bodily injury, loss of life, and/or damage to property resulting from, arising out of, or in any way connected with SPONSOR'S terms of this Agreement.
13. Failure of the SPONSOR to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Consequently, the DEPARTMENT may do any or all of the following, in addition to seeking other remedies as allowed by law:
 - a) Terminate this agreement;
 - b) Withhold and/or cancel future payments to the SPONSOR under this agreement, or any other grants administered by the DEPARTMENT until the violation is resolved to the satisfaction of the DEPARTMENT;
 - c) Withhold action on all pending and future grant applications submitted by the SPONSOR to the DEPARTMENT under the ORV Trail Improvement Fund grant program;
 - d) Require specific performance of this agreement.

CERTIFICATION

The individuals signing on behalf of the parties to this agreement certify by their signatures that they have the authority to do so and will ensure that the terms of this agreement are fulfilled.

SPONSOR

Authorized Name (Printed)

Title (Printed)

Signature

Date

DEPARTMENT

Authorized Name (Printed)

State Trails Coordinator
Title (Printed)

Signature

Date



**OFF-ROAD VEHICLE TRAIL IMPROVEMENT FUND
GRANT AGREEMENT
ATTACHMENT 1**

ORV Trail Improvement Fund Grant Number: **26-006**
Genesee County Parks & Recreation Commission

Scope of Work:	Maintenance	Amount
1	Mounds ORV Park - Purchasing of stone material for roadway/emergency vehicle access includes labor and rental.	\$35,000
2	Trail brushing and grading - Trail maintenance and main access roadway and associated labor and rentals.	\$15,000
	TOTAL:	\$50,000

GENESEE COUNTY PARKS & RECREATION COMMISSION
BUDGET ADJUSTMENT
9.30.26

GL #	DESCRIPTION	Increase/(Decrease)

2088-769.01-558.000	State Participation	50,000.00
2088-769.01-704.000	Wages	9,120.00
2088-769.01-709.000	Social Security	698.00
2088-769.01-729.000	Workers Comp	182.00
2088-769.01-930.000	Grounds	40,000.00

MOUNDS GRANT



Genesee County

Staff Report

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

File #: RES-2025-2571

Agenda Date: 11/5/2025

Agenda #: 2.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to GFL for the fiscal year ending 2026, in an amount not to exceed \$29,000.00, to provide for dumpster service at Genesee County's Parks & 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 GFL for Rolloff dumpsters, in an amount not to exceed \$29,000.00, for FYE 2026.

BACKGROUND:

On June 18, 2025 the Board approved resolution 2025-1845 in an amount not to exceed \$117,763.97. Parks and Recreation uses roll off dumpsters throughout the year for extra pickups during heavy traffic times which was not included in said resolution. We have estimated that an additional \$29,000.00 needs to be added to the original request for the remaining fiscal year.

DISCUSSION:

Rolloff dumpsters for Parks were not included in the original county contract with GFL.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2085-788.00-864.001 - \$3,000

2080-770.31-864.000 - \$4,000

2080-770.32-864.000 - \$4,000

2080-770.03-864.000 - \$8,000

2080-770.01-864.000 - \$10,000

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures safe and sanitary facilities 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 expenditures to GFL, as needed over the course of FYE 2026, in an amount not to exceed \$29,000.00, for Rolloff dumpsters, with \$3,000.00 to be paid from account 2085-788.00-864.001; \$4,000.00 to be paid from account 2080-770.31-864.000; \$4,000.00 to be paid from account 2080-770.32-864.000; \$8,000.00 to be paid from account 2080-770.03-864.000; and \$10,000.00 to be paid from account 2080-770.01-864.000; is approved (a copy of the memorandum request being on file with the official records of the November 5, 2025 meeting of the Public Works Committee of this Board).



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 PRJOECT 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.

Will obtain required insurance prior to service.

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
324 S. Saginaw St.
Flint, MI 48502

File #: RES-2025-2583

Agenda Date: 11/5/2025

Agenda #: 3.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of an agreement between Genesee County and US Trackworks LLC, in an amount not to exceed \$37,550.00, to replace a minimum of 300 narrow gauge crossties at Genesee County's Historic Huckleberry Railroad; the cost of this agreement will be paid from account 5080-770.03-864.005

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of a one-year extension to the contract with US Trackworks LLC, in an amount not to exceed \$37,550.00, to replace a minimum of 300 narrow gauge crossties at Huckleberry Railroad.

BACKGROUND:

ITB #21-258 for Narrow Gauge Railroad Crosstie Replacement was awarded to US Trackworks LLC, per RES-2022-37. An amendment was adopted to increase the total contract amount to \$37,550.00 per year, per RES-2022-179, to replace a minimum of 300 crossties per year at Huckleberry Railroad. The work is completed between March 1 and May 15 of each year.

DISCUSSION:

The extension terms of the original contract has the option to extend the contract for up to two (2) additional one-year terms. This is a request to utilize the first contract extension.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from account 5080-770.03-864.005.

NO USE OF GENERAL FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures the proper maintenance and safety of equipment, staff, and visitors of Flint and 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 extending the contract between Genesee County and US Trackworks LLC, whereby US Trackworks LLC will replace a minimum of 300 narrow gauge crossties at the Huckleberry Railroad during the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$37,550.00 to be paid from account 5080-770.03-864.005, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 5, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract extension on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

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 **US Trackworks LLC, a Michigan Company**, whose principal place of business is located at **1165 142nd Avenue, Wayland, MI 49348** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **January 20, 2022** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this contract for up to two (2) 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 total amount paid to the Contractor shall not exceed **\$23,650.00, annually**. 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 sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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 **Michael Kimball** (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.

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.

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, 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 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.

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.

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

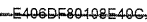
All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

US TRACKWORKS LLC

COUNTY OF GENESEE

By: 

DocuSigned by:
Domonique Clemons
By: 
Chairperson
Board of County Commissioners

Date: 2/10/2022

Date: _____

EXHIBIT A Description of the Services

The Huckleberry Railroad is a narrow gauge track.
It is the intent of the Parks Commission to identify a contiguous length of railroad track and have the contractor replace all deteriorated crossties within that section of track.

US Trackworks LLC agrees to provide the following:

- Replace a minimum of 300 - 6'6" crossties, annually. Approximate number will vary but will not fall below the minimum.
- Return old crossties to the railroad shop yard for disposal by the parks.
- Spike rail to gauge at all new crosstie locations.
- Tamp each installed crosstie with hydraulic hand tamps and dress ballast around the crossties changed out.
- Genesee County Parks to provide all crossties, railroad ballast, disposal of old crossties and misc. materials needed for the work.
- Work will be scheduled between March 1st and May 15th of each year of the contract.

FIRST AMENDMENT TO US TRACKWORKS LLC CONTRACT

This Amendment is effective March 16, 2022, 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 US Trackworks, LLC, a Michigan Company, whose principal place of business is located at 1165 142nd Avenue, Wayland, MI 49348 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, RES-2022-37, effective January 20, 2022 (the "Agreement"), pursuant to which the Contractor would provide and replace crossties at the Huckleberry Railroad; and

WHEREAS, the Parties wish to amend the Agreement to revise the total contract amount from \$23,650.00 to \$37,550.00, a \$13,900.00 increase, for the purchase of additional crossties; and

NOW THEREFORE, the Parties agree as follows:

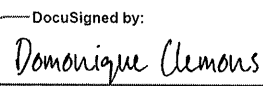
1. Total contract amount increased \$13,900.00 to an amount not to exceed \$37,550.00 for the work associated with the Huckleberry Railroad crosstie replacement program; and
2. The remaining terms of the agreement remain unchanged and in full effect.
3. Execution of this Amendment is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

US TRACKWORKS, LLC

By: 

Date: 3/17/2022

COUNTY OF GENESEE

DocuSigned by:
By: 
Domonique Clemons, Chairman
Board of County Commissioners

Date: _____

FIRST EXTENSION TO US TRACKWORKS LLC CONTRACT

This Amendment is effective October 1, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Saginaw St, Flint, Michigan 48502 (the "County"), and US Trackworks, LLC, a Michigan Company, whose principal place of business is located at 1165 142nd Avenue, Wayland, MI 49348 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, RES-2022-37, effective January 20, 2022 (the "Agreement"), pursuant to which the Contractor would provide and replace crossties at the Huckleberry Railroad through September 30, 2025; and

WHEREAS, the Parties executed an Amendment, per RES-2022-179, to revise the total contract amount from \$23,650.00 to \$37,550.00, a \$13,900.00 increase, for the purchase of additional crossties; and

WHEREAS, the Parties wish to execute a one-year extension to the Professional Services Contract, per RES-2022-37, for replacement of crossties at the Huckleberry Railroad; and

NOW THEREFORE, the Parties agree as follows:

1. One year extension to the Contract, effective October 1, 2025, through September 30, 2026, in a total amount not to exceed \$37,550.00.
2. The remaining terms of the agreement remain unchanged and in full effect.

US TRACKWORKS, LLC

COUNTY OF GENESEE

By: _____

By: _____
Delrico J. Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: Kimberly Pols PHONE (A/C, No, Ext): 616-541-1497 E-MAIL ADDRESS: kipols@acrisure.com FAX (A/C, No): 800-847-3129
INSURED US Trackworks, LLC 1165 - 142nd Avenue Wayland MI 49348	INSURER(S) AFFORDING COVERAGE INSURER A : Safety National Casualty Corporation INSURER B : Westchester Surplus Lines Insurance Company INSURER C : Central Mutual Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 878648523

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER: Ded. \$10,000	Y	Y	G48819461 002	5/1/2025	5/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP 8971570	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	G72519231 005	5/1/2025	5/1/2026	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	USTRA-C	5/1/2025	4/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Leased & Rented Equipment			CLP 8971571	5/1/2025	5/1/2026	Limit/Deductible \$300,000/\$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT:

General Liability: Any person or organization is additional insured on a primary/non-contributory basis and a waiver of subrogation shall apply in their favor.
Automobile Liability: Any person or organization is additional insured on a primary/non-contributory basis and a waiver of subrogation shall apply in their favor.
Workers Compensation: A waiver of subrogation shall apply for employers' liability (workers compensation).
Umbrella: Follows form
21-258 - Narrow Gauge Railroad Crosstie Replacement The above conditions apply to Genesee County as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County
324 S Saginaw St
Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): As required by written contract signed by both parties prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:

As required by written contract signed by both parties prior to loss

Designated Job Site:

As required by written contract signed by both parties prior to loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or survey or for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All Projects

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT

Named Insured US Trackworks LLC			Endorsement Number
Policy Symbol GLW	Policy Number G48819461 002	Policy Period 05/01/2025 TO 05/01/2026	Effective Date of Endorsement 05/01/2025
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 4. c. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted in its entirety and replaced by the following:

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method unless you are required by written contract to provide insurance that is primary and non-contributory, and the contract has been signed by you prior to any loss. Where required by such a written contract, this insurance will be primary and non-contributory only when and to the extent required by that written contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
--

As required by written contract signed by both parties prior to loss
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BAP PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

These coverages are subject to the terms and conditions applicable to coverage in this policy except as provided below.

A. Hired Auto Physical Damage Coverage

1. If hired "autos" are covered "autos" for Liability Coverage in this policy or another policy provided by us and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is **\$75,000** or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit, and deductible, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

2. Changes In Liability Coverage:

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

3. Changes In General Conditions:

Paragraph **5.b.** of the Other Insurance Condition in the Business Auto and Business Auto Physical Damage Coverage Forms are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

B. Hired Auto Physical Damage - Additional Loss of Use Expenses

Paragraph **A.4.b.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of **\$85 per day** and a **maximum limit of \$1,350**.

C. Physical Damage - Additional Transportation Expense Coverage

Paragraph **A.4.a.** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended to provide a limit of **\$50 per day** and a **maximum limit of \$1,000**.

D. Towing and Labor Costs Coverage

We will pay up to \$200 for towing and labor costs incurred each time an owned "auto" is disabled. However, the labor must be performed at the place of disablement.

E. Parked Auto Collision Coverage (Waiver of Deductible) The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

F. Rental Reimbursement Coverage

When there is a "loss" to a covered "auto," we will pay for rental reimbursement expenses incurred by you for the rental of an "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

This coverage applies only:

1. For those expenses incurred during the policy period beginning 24 hours after the loss;
2. To necessary and actual expenses incurred;
3. To a "loss" for which we also pay a "loss" under Physical Damage Coverage - Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
4. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to that period of time reasonably required to repair or replace the covered "auto." We will pay up to **\$75 per day** to a **maximum of \$1,500**. If "loss" results from total theft of a covered "auto" we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

G. Difference in Value Coverage - Loan/Lease Gap

1. **PHYSICAL DAMAGE COVERAGE**, is amended by the addition of the following:

- a. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - 1) The amount paid under the Policy's Physical Damage Coverage; and
 - 2) Any:
 - i) Overdue or any deferred loan/lease payments at the time of "loss";
 - ii) Financial penalties imposed under the lease for excessive use, abnormal wear and tear or high mileage;
 - iii) Security deposits not returned by the lessor;
 - iv) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - v) Carry-over balances from previous loans or leases.

For the purposes of this endorsement, the following is added to the Other Insurance Condition in the Business Auto Coverage Form:

The insurance provided by this Auto Loan/Lease GAP Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

H. Glass Repair - Waiver of Deductible

Under Paragraph **D. - Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to the cost of repairing or replacing damaged glass.

I. Employees as Insureds Paragraph **A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. Coverage is excess over any other collectible insurance.

J. Fellow Employee Coverage

The Fellow Employee Exclusion contained in **SECTION II - COVERED AUTOS LIABILITY COVERAGE** does not apply.

K. Doubled Automobile Medical Payments Coverage

If you have purchased Automobile Medical Payments Coverage, the limit of insurance for that coverage as shown in the Declarations or Change Endorsement will be doubled in the event an "insured" is injured in an "accident" while within an "auto" and is:

1. Wearing a seat belt; or
2. The "auto" is equipped with passive restraints.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 5.**, is amended by the addition of the following:

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

1. Under a written contract or agreement with such person(s) or organization(s); and
2. Prior to the "accident" or the "loss".

M. Additional Insured - Automatic Status

1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. Paragraph **A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:

A written contract, permit or agreement, and

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."

3. The insurance provided to the additional insured is limited as follows:

- a. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

4. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

N. Loss Payee - Lessor

1. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omission on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

4. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

O. Tapes, Records and Discs Coverage SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. The following is added to Paragraph A. Coverage:

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property or that of a family member, and

b. Are in a covered "auto" at the time of "loss."

3. The most we will pay for "loss" is \$250.

4. No Physical Damage Coverage deductible applies to this coverage.

P. Audio, Visual and Data Electronic Equipment Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The sublimit in Paragraph **C.1.b.** of the Limit Of Insurance provision is increased to \$2,500.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE *

Scheduled Railroad

Designated Job Site

*** (Information required to complete this endorsement, if not shown above, will be shown in the Declarations or Change Endorsement.)**

With respect to the use of covered "auto" in operations for or affecting a railroad designated in the Schedule, Declarations or Change Endorsement at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

ABC SIWCF

1690 Watertower Place · East Lansing, MI 48823 · 517-664-2770

March 18, 2024

US Trackworks, LLC
1165 142nd Ave
Wayland, MI 49348

Member number: USTRA-C

COVERAGE PERIOD: 5/1/2024 until canceled by member

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the schedule below. This agreement applies to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the schedule.

BLANKET WAIVER



Joe Clifford, MBA
Director of Risk Management



Genesee County

Staff Report

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

File #: RES-2025-2605

Agenda Date: 11/5/2025

Agenda #: 4.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Michael Dawisha, CIO

RE: Approval to accept grant funds from Michigan State Police Emergency Management and Homeland Security Division - Cybersecurity Grant Program in the amount of \$252,000.00 for the purpose of managing and reducing systemic cyber risk

BOARD ACTION REQUESTED:

Approval to accept grant funds from Michigan State Police Emergency Management and Homeland Security Division - Cybersecurity Grant Program in the amount of \$252,000.00

BACKGROUND:

The goal of the SLCGP is to assist State, Local and Tribal governments with managing and reducing systemic cyber risk.

DISCUSSION:

The funding is intended to develop and establish appropriate governance structures; understanding the current cybersecurity posture and areas of improvement based on continuous testing, evaluation, and structured assessments; implement security protections commensurate with risk and ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

Award amount to be allocated to the following accounts, pending budget amendment - 1010-228.01-910.005 - Training - \$17,000; 1010-228.01-801.004 - Contract Services - \$115,000.00; 1010-228.01-933.001 - Software - \$120,000.00

IMPACT ON FACILITIES:

There is no impact on Facilities.

IMPACT ON TECHNOLOGY:

Reviewed and grant submission done by IT.

CONFORMITY TO COUNTY PRIORITIES:

Accepting this cybersecurity grant advances Long-Term Financial Stability by funding staff training,

contract services, and security software with external dollars.

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

LADIES AND GENTLEMEN:

BE IS RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize accepting a grant from, and entering into a grant agreement with, the Michigan State Police Emergency Management and Homeland Security Cybersecurity Grant Program, in the amount of \$252,000.00, to develop and establish appropriate governance structures, implement security protection commensurate with risk, and ensure organization personnel, said funds to be depositing into accounts 1010-228.01-910.005, 1010-228.01-801.004, and 1010-228.01-933.001, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 5, 2025 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the grant agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	Assistance Listings Number
County of Genesee	State and Local Cybersecurity Grant Program	97.137
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
CV0047990	EMW-2023-CY-00003	12/17/2023
SUBRECIPIENT UEI	SUBAWARD PERFORMANCE PERIOD	FROM TO
XD5HMHXNBWX6	BUDGET PERIOD	8/29/2025 8/31/2027 8/29/2025 8/31/2027
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$252,000.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$252,000.00
None on file	Total Amount of Federal Award	\$252,000.00
FEDERAL AWARD PROJECT DESCRIPTION		
2023 State and Local Cybersecurity Grant Program (SLCGP)		
DETAILS		
FY 2023 SLCGP funds for cybersecurity assessments. Funding requirements are found on page 2 (Section III) of the grant agreement.		
FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd Floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2023 State and Local Cybersecurity Grant Program Grant Agreement

August 29, 2025 to August 31, 2027

Assistance Listing Number: 97.137 Grant Number: EMW-2023-CY-00003
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This Fiscal Year (FY) 2023 State and Local Cybersecurity Grant (SLCGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF GENESEE
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development of projects that align with the objectives of the SLCGP.

The goal of the SLCGP is to assist State, Local, and Tribal governments with managing and reducing systemic cyber risk. Allocation of funds must align with the approved cybersecurity plan, and one of the projects outlined in the approved Investment Justifications. The FY 2023 SLCGP focuses on the following program objectives:

- Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- Objective 3: Implement security protections commensurate with risk.
- Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

For guidance on allowable costs and program activities, please refer to the *FY 23 SLCGP Notice of Funding Opportunity* (NOFO) located at <http://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 23 SLCGP is authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g).

Appropriate Authority is authorized by Infrastructure Investments and Jobs Appropriations Act (Pub. L. No. 117-58).

The Subrecipient agrees to comply with all FY 23 SLCGP requirements in accordance with the *FY 23 SLCGP Notice of Funding Opportunity* located at <http://www.fema.gov/grants>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs->

[standard-terms-and-conditions](#), and the FY 2023 SLCGP Agreement Articles Applicable to Subrecipients. The *FY 23 SLCGP Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. Federal Emergency Management Agency (FEMA) Policy #108-023-1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

The **County of Genesee** is awarded \$252,000.00 under the FY 2023 SLCGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations. Please note, no personnel costs are approved under this award. The table below outlines the approved projects and respective funding amounts.

Project Number	Project Area	Project Allocation
1	Cybersecurity Assessments	\$252,000.00

- A. The FY 2023 SLCGP has a 20% cost share (cash or in-kind) requirement, as authorized by the Infrastructure Investment and Jobs Appropriations Act. The State of Michigan is providing the 20% cost share for the subrecipient. There is no cost share requirement for the Subrecipient under the FY 2023 SLCGP.
- B. The FY 23 SLCGP covers eligible costs from August 29, 2025 to August 31, 2027. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period.
- C. The Subrecipient may only fund projects which directly support SLCGP objectives and were included in the approved FY 23 SLCGP subrecipient application and the federal FY 23 SLCGP Investment Justifications.
- D. Any proposed change to the scope of work provided in the approved grant project requires prior approval.
- E. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent.
- F. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) Review must be completed prior to any work being done. Some training and exercise activities that required any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designated for training and exercises may require an EHP. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

Subrecipients are prohibited from using SLCGP funds to construct, remodel, or perform alterations of buildings and other physical facilities. However, subrecipients may use SLCGP funding to perform minor modifications that do not substantially affect a building's, or other physical facility's, structure, layout, or systems. Reference the FEMA [Grant Programs Directorate Information Bulletins | FEMA.gov](#) No. 523 for additional information.

- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of

performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2023 SLCGP NOFO, located at: www.fema.gov/grants; and the Agreement Articles Applicable to Subrecipients, included in the grant agreement package for reference.
- C. The Subrecipient shall not use FY 23 SLCGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification;
 - 2. Standard Assurances;
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
 - 4. Audit Certification (EMHSD-053);
 - 5. Request for Taxpayer Identification Number and Certification (W-9);
 - 6. CISA Services Certification (EMHSD-075);
 - 7. Other documents that may be required by federal or state officials.
- E. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
 - 1. Make all purchases in accordance with federal, state, and local purchasing policies.
 - 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
 - 3. Submit projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines and must directly support one of the FY 23 SLCGP Investments. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation and approval. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
 - 4. Create and maintain an inventory of all equipment purchases in accordance with 2 C.F.R., Part 200.313 located at <http://www.ecfr.gov>. **Within 30 days of the end of the Subrecipient's fiscal year, the Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, by email to mshp-emhsd-audit@michigan.gov or by mail to: P.O. Box 30634, Lansing, Michigan 48909.** An Equipment Tracking Form is available to assist the Subrecipient in meeting these requirements.
 - 5. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. **All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement.**

6. Current forms and instructions are located at <http://www.michigan.gov/emhds> (select Grant Programs) or can be requested by sending an email to EMD_HSGP@michigan.gov.
7. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.
 - c. Non-federal organizations which expend \$1,000,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 C.F.R. 200, Subpart F.
8. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.
9. **Environmental and Historic Preservation (EHP) Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval.

Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.

Subrecipients are prohibited from using SLCGP funds to construct, remodel, or perform alterations of buildings and other physical facilities. However, subrecipients may use SLCGP funding to perform minor modifications that do not substantially affect a building's, or other physical facility's, structure, layout, or systems. Reference the FEMA [Grant Programs Directorate Information Bulletins | FEMA.gov](#) No. 523 for additional information.

10. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is located at <http://www.dol.gov/whd/govcontracts/dbra.htm>.
11. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
12. Maintain a valid Unique Entity Identifier (UEI) through <https://sam.gov/> at all times during the performance period of this grant.
13. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Terms and Conditions* located at

<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

14. Subrecipients are required to participate in the following free services and memberships offered by Cyber and Infrastructure Security Agency (CISA):

a. Cyber Hygiene Services

- i. Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- ii. Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit [Cyber Hygiene Services | CISA](#).

b. Nationwide Cybersecurity Review (NCSR)

- i. The NCSR is a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT’s cybersecurity programs. It is based on the National Institute of Standards and Technology Cybersecurity Framework and is sponsored by DHS and the MS-ISAC. Entities and their subrecipients should complete the NCSR, administered by the MS-ISAC, during the first year of the award/subaward period of performance and annually. For more information, visit <https://www.cisecurity.org/ms-isac/services/ncsr>.

The FY 23 SLCGP NOFO outlines additional services, memberships, and resources that are strongly encouraged or recommended. Please refer to the FY 23 SLCGP NOFO for additional information.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant activities until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit **one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise**. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. **All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement.**

Drawdown of Funds in Advance. Up to 90 days **prior** to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All the following requirements must be met when obtaining advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may keep interest up to \$500 per year (2 C.F.R., Part 200.305) for administrative expenses for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must promptly, but at least quarterly, remit any interest earned over \$500 to: Michigan State Police, Emergency Management and Homeland Security Division, Financial Management and Audit Section, P.O. Box 30634, Lansing, Michigan 48909.
- F. The Subrecipient must liquidate each advance **by the date specified by the Recipient** (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated **after the date the advance was issued by the Recipient**.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act, 1976 PA 453*, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act, 1976 PA 220*, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from August 29, 2025 to August 31, 2027. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient's UEI Number

Printed Name

Title

Signature

Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney,

Printed Name

Commander, Emergency
Management and Homeland Security

Title



9/17/2025

Signature

Date

DESCRIPTION: Cyber Security Grant

GL #	DESCRIPTION	Increase/(Decrease)
1010-228.01-504.000	Federal Participation	252,000.00
1010-228.01-910.005	TRAINING	17,000.00
1010-228.01-801.004	Contract Services	115,000.00
1010-228.01-933.001	Software	120,000.00

504,000.00