



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Public Works Committee
Agenda

Wednesday, February 11, 2026

5:30 PM

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

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2026-0185](#) Approval of Meeting Minutes - January 21, 2026

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2026-0001](#) Approval of a purchase order to Dell for the fiscal year ending 2026, in an amount not to exceed \$65,000.00, to provide for the purchase of computers and docking stations as part of our normal refresh program; the cost of this agreement will be paid from account 1010-228.01-978.006
2. [RES-2026-0004](#) Approval of a purchase order to Pinnacle Design, not to exceed \$1,790.82, for a lateral filing cabinet for the IT Department
3. [RES-2026-0018](#) Approval of a 3-year agreement for the purchase of Microsoft licenses through Crayon Software Experts LLC; the cost of this agreement, \$857,820.57, will be paid from the accounts listed
4. [RES-2026-0025](#) Approval of a purchase order to Arrowhead Upfitters for the fiscal year ending 2026, in an amount not to exceed \$20,000.00, to provide for the purchase of Parks equipment repair parts; the cost of this purchase order will be paid from the accounts listed

5. [RES-2026-0051](#) Approval of 2026 vehicle purchases
6. [RES-2026-0052](#) Approval of a grant award from Great Lakes Fishery Trust (GLFT), in the amount of \$150,000.00, to provide for the development of Flint River Access at the confluence of the Swartz Creek; the budget for this grant is attached
7. [RES-2026-0053](#) Approval of a grant award from the Greater Flint Health Coalition (GFHC), in the amount of \$32,650.00, to provide for Keep Genesee County Beautiful's continued support of the Greater Flint REACH initiative; the budget for this grant is attached
8. [RES-2026-0058](#) Approval of purchase orders to various vendors for the fiscal year ending 2026, in an amount not to exceed \$46,000.00, to provide for the purchase of water systems supplies and parts; the cost of this purchase order will be paid from the accounts listed
9. [RES-2026-0062](#) Approval of a purchase order to Vermont Systems (RecTrac) for the calendar year ending 2026, in an amount not to exceed \$30,674.52, to provide for annual fees associated with the Parks recreation reservation software; the cost of this purchase order will be paid from the accounts listed
10. [RES-2026-0076](#) Approval of a change order to Thomas Trucking and Mannick Consultants, in an amount not to exceed \$200,000.00, to provide for the removal of underground asbestos material at the former Juvenile Justice Center; the cost of this change order will be paid from the accounts listed
11. [RES-2026-0150](#) Approval of a change order to an agreement between Genesee County and WTA Architects, in an amount not to exceed \$116,294.00, to provide specifications for upper roof replacement and concrete structure replace at Genesee County's Jail and snowmelt at the entrance to the historic Courthouse; the cost of this agreement will be paid from account 4017-265.00-975.002
12. [RES-2026-0151](#) Approval of an agreement between Genesee County and Wieland, in an amount not to exceed \$604,227.00, to provide pre-construction and construction management services for the Genesee County Recycling and Education Center; the cost of this agreement will be paid from account 2321-735.00-804.000

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

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

File #: RES-2026-0185

Agenda Date: 2/11/2026

Agenda #:

Approval of Meeting Minutes - January 21, 2026



**Genesee County
Public Works Committee
Meeting Minutes**

Wednesday, January 21, 2026

5:30 PM

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

I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 8:39 PM.

II. ROLL CALL

Present: Brian K. Flewelling, James Avery, Delrico J. Loyd, Charles Winfrey, Gary L. Goetzinger, Beverly Brown, Shaun Shumaker, Martin L. Cousineau and Dale K. Weighill

III. APPROVAL OF MINUTES

[RES-2026-0038](#) Approval of Meeting Minutes - December 3, 2025

RESULT: APPROVED

MOVER: Brian K. Flewelling

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Goetzinger, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-2791](#) Approval of a purchase order to SHI International for the fiscal year ending 2026, in an amount not to exceed \$75,000.00, to provide for the purchase of software systems and technology related items in various departments

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery,
 Commissioner Loyd, Commissioner Winfrey,
 Commissioner Goetzinger, Commissioner Brown,
 Commissioner Shumaker, Commissioner Cousineau
 and Commissioner Weighill
2. [RES-2025-2815](#) Approval of a purchase order to Sentinel for the fiscal year ending 2026, in an amount not to exceed \$75,000.00, to provide for additional door access and camera locations in various Genesee County buildings

RESULT: REFERRED
MOVER: James Avery
SECONDER: Beverly Brown

Aye: Chairperson Flewelling, Vice Chair Avery,
 Commissioner Loyd, Commissioner Winfrey,
 Commissioner Goetzinger, Commissioner Brown,
 Commissioner Shumaker, Commissioner Cousineau
 and Commissioner Weighill
3. [RES-2025-2821](#) Approval of a request by the Genesee County IT Department to overhaul and modernize the Emergency Operations Command (EOC), in an amount not to exceed \$51,500.00; the cost of this overhaul will be paid from the accounts listed

RESULT: REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery,
 Commissioner Loyd, Commissioner Winfrey,
 Commissioner Goetzinger, Commissioner Brown,
 Commissioner Shumaker, Commissioner Cousineau
 and Commissioner Weighill
4. [RES-2025-2870](#) Approval of an easement to Lapeer County Road Commission Adjacent to an Abandoned Right of Way in Lapeer County

RESULT: REFERRED
MOVER: James Avery
SECONDER: Gary L. Goetzinger

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Goetzinger, Commissioner Brown, Commissioner Shumaker, Commissioner Cousineau and Commissioner Weighill

[RES-2025-2777](#) Approval of a request by Genesee County’s Sheriff Office for a lease agreement with Suski Chevrolet Buick Inc.

RESULT: REFERRED

MOVER: Delrico J. Loyd

SECONDER: James Avery

Aye: Chairperson Flewelling, Vice Chair Avery, Commissioner Loyd, Commissioner Winfrey, Commissioner Goetzinger, Commissioner Brown, Commissioner Cousineau and Commissioner Weighill

Nay: Commissioner Shumaker

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 8:49 PM.



Genesee County

Staff Report

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

File #: RES-2026-0001

Agenda Date: 2/11/2026

Agenda #: 1.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Michael Dawisha, CIO

RE: Approval of a request by the GC IT Department to purchase IT equipment as part of the equipment refresh program with Dell

BOARD ACTION REQUESTED:

Approval of a request by the GC IT Department to purchase IT equipment as part of the equipment refresh program with Dell.

BACKGROUND:

This purchase is part of the County's ongoing target of a 5-year IT equipment refresh program. The refresh ensures that outdated or broken computers are replaced on a regular schedule. This order includes equipment for current staff, new hires and replacements that are no longer working.

DISCUSSION:

The IT Department is requesting approval to place a large order with Dell, to continue the ongoing equipment refresh project. Replacing aging hardware is essential to reducing downtime, enhancing performance, and maintaining security standards. This purchase would include 50 docking stations and 50 laptops.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

The is a budgeted expense and is being purchased under OMNIA Cooperative Purchasing Alliance. The cost not to exceed \$65,000.00, paid from account 1010-228.01-978.006. The current vendor quote is \$62,5000, but market conditions remain volatile. Ongoing shortages of RAM and SSDs are contributing to continue price increases. The amount not to exceed provides a small buffer to accommodate potential increases before purchase.

IMPACT ON FACILITIES:

There is no impact on Facilities.

IMPACT ON TECHNOLOGY:

Reviewed by IT.

CONFORMITY TO COUNTY PRIORITIES:

Conforms to long-term financial stability by maintaining up-to-date, standardized technology across departments.

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 Chief Information Officer to authorize an expenditure, in the form of a purchase order to Dell, to purchase 50 docking stations and 50 laptops, at a total cost not to exceed \$65,000.00 to be paid from account 1010-228.01-978.006, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of this Board).



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jan. 22, 2026**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	Stock Quote	Sales Rep	Derek Smith
Quote No.	3000197940147.2	Phone	1(800) 4563355, 6183773
Total	\$62,500.00	Email	Derek.S@dell.com
Customer #	530028602030	Billing To	PURCHASING DEPT
Quoted On	Jan. 08, 2026		GENESEE COUNTY INFORMATION
Expires by	Jan. 22, 2026		TEC
	OMNIA-National		1101 BEACH ST
Contract Name	Cooperative Purchasing		RM 361
	Alliance (NCPA)		FLINT, MI 48502-1457
Contract Code	C000001019611		
Customer Agreement #	NCPA 01-143		
Deal ID	27543569		

Message from your Sales Rep

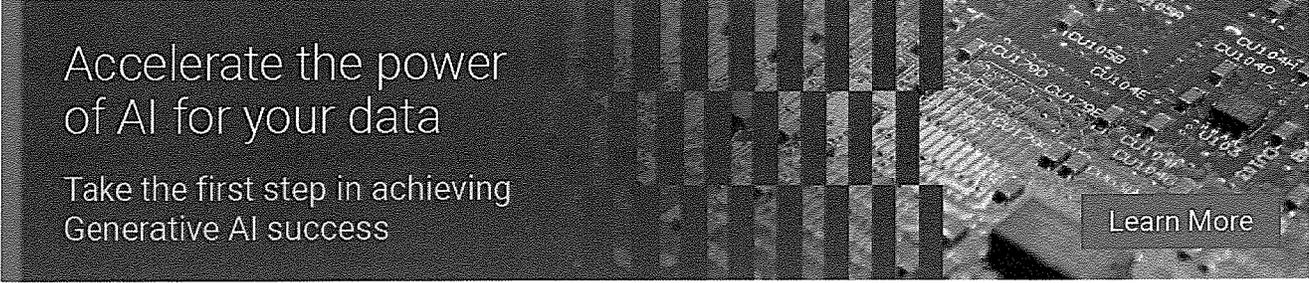
Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Derek Smith

Product	Unit Price	Quantity	Subtotal
Dell Pro Dock - WD25	\$125.00	50	\$6,250.00
Dell Pro 16 PC16250	\$1,125.00	50	\$56,250.00

Subtotal:	\$62,500.00
Shipping:	\$0.00
Non-Taxable Amount:	\$62,500.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$62,500.00
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Unit Price	Quantity	Subtotal
\$125.00	50	\$6,250.00

Dell Pro Dock - WD25

Estimated delivery if purchased today:
 Jan. 14, 2026
 Contract # C000001019611
 Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Dock - WD25	210-BRPX	-	50	-
Dell Limited Hardware Warranty	718-2029	-	50	-
Advanced Exchange Service 3 Years	718-2030	-	50	-

Unit Price	Quantity	Subtotal
\$1,125.00	50	\$56,250.00

Dell Pro 16 PC16250

Estimated delivery if purchased today:
 Jan. 21, 2026
 Contract # C000001019611
 Customer Agreement # NCPA 01-143

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 16 (PC16250) XCTO Base	210-BQPL	-	50	-
Intel(R) Core(TM) Ultra 7 255U (12 TOPS NPU, 12 cores, up to 5.2 GHz)	379-BGGY	-	50	-
Windows 11 Pro	619-BBQD	-	50	-
Platinum silver color, metallic finish	354-BBKC	-	50	-
32 GB: 1 x 32 GB, DDR5, 5600 MT/s (5200 MT/s with Intel(R) Core(TM) processors)	370-BDCV	-	50	-
Integrated Intel(R) graphics for Intel(R) Core(TM) Ultra 7 255U processor	338-CSJN	-	50	-
512 GB TLC SSD	400-BSLZ	-	50	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	50	-
16", Non-Touch, FHD+, IPS, 400 nits, 45% NTSC, Anti-Glare, FHD+IR Cam	391-BKQV	-	50	-
Fingerprint Reader, Non-vPro	346-BLTF	-	50	-
FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	319-BBKH	-	50	-
English US backlit Copilot key keyboard with numeric keypad	583-BMQF	-	50	-
Intel(R) AX211 WLAN Driver	555-BMFD	-	50	-
Intel® Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth® 5.3 wireless card	555-BLLQ	-	50	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	50	-
65W AC adapter, USB Type-C	492-BDTG	-	50	-
E4 Power Cord 1M for US	537-BBDO	-	50	-
Quick Start Guide	340-DTVQ	-	50	-
Documentation	340-DNBV	-	50	-
ENERGY STAR Qualified	387-BBLW	-	50	-
Custom Configuration	817-BBBB	-	50	-
Dell Pro 16 Mix Model Type-C	340-DTZS	-	50	-
EPEAT Gold with Climate+	379-BDZB	-	50	-
Intel® Rapid Storage Technology Driver	409-BCYT	-	50	-

Intel vPro Enterprise Management Disabled	631-BCDN	-	50	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	50	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	714-0169	-	50	-
Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	714-0191	-	50	-
Dell Limited Hardware Warranty	714-0313	-	50	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	50	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	50	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	50	-

Subtotal:	\$62,500.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$62,500.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Genesee County

Staff Report

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

File #: RES-2026-0004

Agenda Date: 2/11/2026

Agenda #: 2.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Michael Dawisha, CIO

RE: Approval of a purchase order to Pinnacle Design, not to exceed \$1,790.82, for a lateral filing cabinet for the IT Department

BOARD ACTION REQUESTED:

Approval of a purchase order to Pinnacle Design, not to exceed \$1,790.82, for a lateral filing cabinet for the IT Department

BACKGROUND:

New furniture requests for departments within the Tower are required to purchase all items through Pinnacle Design to promote consistent standards throughout.

DISCUSSION:

Now that departments have settled into their new office space at the Tower, it has been discovered that additional furniture items are needed. This request is for a lateral filing cabinet for the IT Department.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

This purchase would be paid out of 1010-228.01-754.000; not to exceed \$1,790.82.

IMPACT ON FACILITIES:

There is no impact on Facilities.

IMPACT ON TECHNOLOGY:

Reviewed by IT.

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to Long-Term Financial Stability by using the County's preferred vendor, supporting standard pricing and consistent specifications.

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 Chief Information Officer to authorize an expenditure, in the form of a purchase order to Pinnacle Design, to purchase one lateral filing cabinet, at a cost not to exceed \$1,790.82 to be paid from account 1010-228.01-754.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of this Board).



Genesee County

Staff Report

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

File #: RES-2026-0018

Agenda Date: 2/11/2026

Agenda #: 3.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Michael Dawisha, CIO

RE: Approval of a 3-year agreement for the purchase of Microsoft licenses through Crayon Software Experts LLC

BOARD ACTION REQUESTED:

Approval of a 3-year agreement for the purchase of Microsoft Licenses through Crayon Software Experts LLC

BACKGROUND:

Microsoft licensing is required to support both end users and server systems used across the County. End-user licenses provide access to core productivity and collaboration tools such as email, Teams, and Office applications. Server-related licenses support the Microsoft infrastructure that hosts and delivers these services. Licensing levels must be maintained as staffing, system usage, and operational needs change to ensure continued access, compliance and reliable service.

DISCUSSION:

The is a 3-year agreement through Crayon Software Experts LLC to provide our annual Microsoft licenses. The agreement will be billed annually, spanning over multiple fiscal years. Entering into a multi-year agreement provides pricing stability and supports better budget planning. It also helps ensure uninterrupted access to essential services for end users and server systems. This also supports consistent licenses management as needs change and helps maintain licensing compliance. Crayon Software Experts LLC were the lowest bidder under RFP 25-463 beginning March 1, 2026. Crayon Software Experts LLC was selected for award because the lowest bidders were unable to meet the requirements of the bid. After reviewing all responses, Crayon Software Experts LLC was identified as the lowest qualified bidder for the RFP and met the required specifications.

IMPACT ON HUMAN RESOURCES:

There is no impact on Human Resources.

IMPACT ON BUDGET:

This is a budgeted yearly expense that will be billed annually over the next three years. Year one of the multi-year agreement not to exceed \$857,820.57 and paid from the following accounts 1010-228.01-933.001 - \$532,097.40; pre-paid account 1010-000.00-123.000 - \$325,723.17. The 2nd & 3rd year of the agreement will be billed at the same rate of \$857,820.57, with each additional year being

paid out of the same accounts.

IMPACT ON FACILITIES:

There is no impact on Human Resources.

IMPACT ON TECHNOLOGY:

Reviewed by IT.

CONFORMITY TO COUNTY PRIORITIES:

The request conforms to the County priority of Long-Term Financial Stability by entering into a multi-year agreement that provides pricing stability and predictable annual costs. The three-year term supports stronger budget planning and helps avoid unplanned expenses tied to licensing gaps or last-minute renewals.

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 Chief Information Officer to authorize entering into an three-year agreement between Genesee County and Crayon Software Experts LLC, and a corresponding purchase order to purchase Microsoft Licenses for end users and server systems, for a 3-year term commencing March 1, 2026, said cost for the first year of the agreement not to exceed \$857,820.57 to be paid from accounts 1010-228.01-933.001 (\$532,097.40); pre-paid account 1010-000.00-123.000 (\$325,723.17); with the cost of the second and third year of the agreement to be at the same rate of \$857,820.57, with each additional year being paid out of the same accounts, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of the Board), and the Chairperson of this Board is authorize to execute any contract documents on behalf of Genesee County.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>CRAYON SOFTWARE EXPERTS LLC</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <u> C </u></p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>12221 MERIT DRIVE, STE 1400</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p> <p>DALLAS, TX 75251</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
4	7	-	2	2	3	7	4	2	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <u>Candy Kareem</u>	Date <u>07/01/2025</u>
	Candy Kareem (Aug 21, 2025 12:14:44 CDT)	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Crayon Software Experts LLC 07.2025 Form W-9

Final Audit Report

2025-08-21

Created:	2025-08-21
By:	Leslie Strickland (Leslie.Strickland@crayon.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5_c9XPqFM1cPWb0pv_OQxvZCSTI2E009

"Crayon Software Experts LLC 07.2025 Form W-9" History

-  Document created by Leslie Strickland (Leslie.Strickland@crayon.com)
2025-08-21 - 3:56:31 PM GMT
-  Document emailed to Candy Kareem (candy.kareem@crayon.com) for signature
2025-08-21 - 3:56:34 PM GMT
-  Email viewed by Candy Kareem (candy.kareem@crayon.com)
2025-08-21 - 5:14:00 PM GMT
-  Document e-signed by Candy Kareem (candy.kareem@crayon.com)
Signature Date: 2025-08-21 - 5:14:44 PM GMT - Time Source: server
-  Agreement completed.
2025-08-21 - 5:14:44 PM GMT



Proposal for Microsoft 365 Licensing

Microsoft 365 Licensing, ITB #25-463

Presented to: Genesee County

Date: December 22, 2025

Crayon Software Experts, LLC.

12221 Merit Drive, Ste 1400

Dallas, TX 75251

Phone: 469-329-0290

Matt Wierman

SLED Client Director

Email: matt.wierman@crayon.com

Phone: 469-699-8099

SIGNATURE PAGE
GENESEE COUNTY ITB #25-463
Microsoft 365 Licensing

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the ITB,
3. has not engaged in any collusive actions with any other potential proposers for this ITB,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from bid due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda 1 issued as part of the ITB:

Conflict of Interest:

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts or property interest for this bid.

OR
 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this bid.

Exceptions to Solicitation and/or Standard Contract: NO YES (include attached statement)

Name (typed): Candy Kareem

Signature:  Title: Vice President, Finance
Candy Kareem (Dec 15, 2025 11:38:02 CST)

Date: 12/15/2025

Company: Crayon Software Experts, LLC

Federal Employee Identification Number (FEIN): 47-2237420

DUNS Number: 00-598-7431

Contact Person of company representative for matters regarding this ITB

Matt Wierman		SLED Client Director	
CONTACT NAME		POSITION	
12221 Merit Drive, Ste 1400	Dallas	Texas	75251
MAILING ADDRESS		CITY	STATE
469-699-8099		matt.wierman@crayon.com	
PHONE	FAX	E-MAIL	

REFERENCES

List 3 references of similar projects

Company/Client:	Contacts:
City of Whittier	Name: Bob Ambroso
	Title: IT Manager
	Phone: 562-567-9870
Dates of Service: 10/1/2025 - 9/30/28	Email: bambroso@cityofwhittier.org
	Address: 13230 Penn St
	City, State: Whittier, CA 90602

Company/Client:	Contacts:
County of Kings	Name: Reah Tibayan
	Title: IT Supervisor
	Phone: 559.852.2569
Dates of Service: March 2017 to Present	Email: reah.tibayan@co.kings.ca.us
	Address: 1400 West Lacey Blvd
	City, State: Hanford, CA 93230

Company/Client:	Contacts:
Riverside County	Name: Melissa Palma
	Title: Admin Srvcs Supervisor
	Phone: 951-955-7808
Dates of Service: California Statewide Master Agreement - 2015 to present	Email: mpalma@rivco.org
	Address: 3450 14th Street
	City, State: Riverside, CA 92501

Statement of Exceptions

Crayon has reviewed the language, including the terms and conditions, issued by the County through this RFP. The following table outlines our specific exceptions, including proposed revisions and our reasoning. Please do not hesitate to reach out if you have any questions or comments regarding these below.

Section	Original Language	Proposed Revision	Reasoning
Standard T&Cs Section 14 Indemnification	Indemnification: The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.	Indemnification: The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all <u>third-party claims, and associated</u> losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from <u>the Contractor's gross negligence or willful misconduct</u> in the performance of the contract.	"arising out of or resulting from the performance of the contract" is an exceptionally broad indemnity. Crayon agrees to indemnify against third party claims arising from its gross negligence or willful misconduct.
Standard T&Cs Section 15 Warranty	Warranty: The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror	Strike Section 15 as <u>Intentionally Omitted</u>	Crayon is acting as a reseller of third party software products and cannot provide any warranties with respect to such software.

Section	Original Language	Proposed Revision	Reasoning
<p>Standard T&Cs Section 26 Non-assignability</p>	<p>Non-assignability. This contract may not be assigned, transferred, or conveyed by the Contractor without the express written consent of Genesee County.</p>	<p>Non-assignability. This contract may not be assigned, transferred, or conveyed by the Contractor without the express written consent of Genesee County. <u>Any Change in Control of a party will not be considered an assignment of the Agreement, for which the other party's prior written consent is required. "Change in Control" means any of the following: (i) a public offering of securities on a recognized exchange; (ii) any purchase or sale of securities held by employees or angel investors; (iii) any purchase or sale of securities held by private equity or venture capital firms; or (iv) a sale of all or substantially all of the assets of seller, whether in a single transaction or a series of transactions, a merger, consolidation, or any other transaction or arrangement the effect of which is that fifty percent (50%) or more of the total voting power entitled to vote in the election of the board of directors is held by a person or persons other than the shareholders of the acquired company who, individually or as a group, held fifty percent (50%) or more of such voting power immediately prior to such event.</u></p>	<p>A change in control via a sale, merger, or acquisition should not be considered an assignment that requires the written consent of the County. Crayon must be able to enter into M&A type relationships without requiring the consent of its customers.</p>
<p>Purchasing Regulations Section 3-103(6) No Modification of Services or Price</p>	<p>No Modification of Services or Price. There shall be no change to the services or the price set in the request for qualifications without the approval of the Purchasing Administrator.</p>	<p>No Modification of Services or Price. There shall be no change <u>during the first year</u> to the services or the price set in the request for qualifications finally awarded <u>binding contract</u> without the approval of the Purchasing Administrator. <u>Contractor shall be entitled to vary the price for the licenses annually. Where a third party (including, for the avoidance of doubt, Microsoft) modifies any product or license fees, expenses, taxes, or other charges or its billing model related thereto, Contractor shall be entitled to modify its fees, expenses, taxes, or other charges and its related billing model</u></p>	<p>Microsoft's quote locks in pricing for a 30 day period, after this period pricing from Microsoft may change. The signature page of the RFP requires the parties to enter into a binding contract within 120 days of the bid due date. Crayon's concern is that during this 120 day negotiation period, the pricing from Microsoft may change and Crayon's price to Genesee would reflect that change up to the date the binding contract is signed. Upon signature of an EA with Microsoft, prices are locked for the duration of the term of the EA.</p>

COST BID FORM

(complete and submit with bid)

PROJECT: ITB 25-463 **Microsoft 365 Licensing**

Product	Product Description	Quantity	Cost Each
Microsoft 365 GCC G5	AAL-45735 M365 G5 GCC Sub Per User	1327	\$ 605.23
Project P3 GCC Sub Per User	7MS-00001 Planner & Project P3 GCC Sub Per User	5	\$ 270.76
Visio P2 GCC Sub Per User	P3U-00001 Visio P2 GCC Sub Per User	10	\$ 135.38
Microsoft Teams Room Pro for GCC	VA1-00001 Teams Rooms Pro GCC Sub Per Device	35	\$ 424.72
Windows Server Datacenter	9EA-00278 Win Server DC Core ALng SA 2L	16	\$ 137.55
Windows Server Standard	9EM-00270 Win Server Standard Core ALng SA 2L	266	\$ 21.12
SQL Server Standard	7NQ-00292 SQL Server Standard Core ALng SA 2L	36	\$ 640.46
TOTAL			\$ 851,588.29

NAME OF BIDDER: Crayon Software Experts, LLC

SERVICE ADDRESS: 12221 Merit Drive, Ste 1400

CITY, STATE, ZIP: Dallas, Texas, 75251

CONTACT PHONE: 469-699-8099

CONTACT EMAIL: matt.wierman@crayon.com

The undersigned bidder, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:

Additional Information for Cost Bid Form

Crayon has provided pricing for the SKUs (and quantities) identified in the County's ITB for a 3-year Microsoft EA. Furthermore, as your Microsoft Licensing Solution Provider (LSP), Crayon will support the County in validating entitlement status and will ensure that all additional license purchases are processed in full compliance with Microsoft's EA terms and pricing requirements.

Note Regarding Pricing. Our proposed pricing is based on information provided to us by Microsoft as of December 2025, including Crayon discounts and Microsoft incentives. *Microsoft reserves the right to change pricing at any time. Therefore, our pricing may change as well.* The pricing outlined in this proposal is valid for 30 calendar days from the date of bid opening (December 22, 2025). After this period, pricing is subject to review and may change based on Microsoft's current price lists and applicable program terms.

On-premise SKUs. We confirm that at the time of renewal, the County may renew on-premises licenses as Software Assurance (SA-only) if those licenses were originally purchased with License and Software Assurance and have been maintained throughout the agreement. If additional on-premises licenses are needed during the contract term, these must be purchased as License + Software Assurance (L&SA), with pricing determined by the number of years remaining in the agreement. SA-only pricing is not available for mid-term purchases; it is strictly a renewal option.

Monthly SKUs. Microsoft 365 products, such as Microsoft 365 G5 and Visio Plan 2, are licensed as monthly subscriptions and do not follow SA or L&SA rules. Pricing for these products is locked in at renewal. If the County requires additional seats for Microsoft 365 products already included in the existing Enterprise Agreement, those seats will be provided at the locked-in rate, prorated for the remaining months in the annual cycle. If licensing for new Microsoft 365 products is requested that are not currently owned or not part of the existing EA enrollment, Microsoft program rules require these items be procured as new subscriptions, with pricing based on the current program terms.

Reducing License Counts: On-premise licenses are not reducible during the 3-year term. Monthly subscriptions may be reduced with Microsoft's permission, provided Crayon is notified at least 30 days prior to the anniversary.



December 22, 2025

Crayon Software Experts, LLC

12221 Merit Drive, Ste. 1400
Dallas, Texas 75251

Genesee County Fiscal Services, Purchasing Department

324 S. Saginaw Street, Suite 9A
Flint, Michigan 48502

RE: Microsoft 365 Licensing, ITB #25-463

Dear Rita Schubert and the Evaluation Committee,

Thank you for the opportunity to submit Crayon Software Experts, LLC's (Crayon) response to Genesee County's (County) Invitation to Bid for Microsoft 365 licensing services. We appreciate the County's commitment to operational excellence, fiscal responsibility, and public service, and we are eager to support your technology goals.

Crayon is qualified to transact Enterprise Agreements (EA) contracts for public sector organizations like the County. With more than two decades of experience supporting government clients, we understand the unique requirements of Michigan counties and the importance of aligning technology investments with your operational priorities.

Our proposal is designed specifically for the County, addressing all requirements outlined in ITB #25-463 and Addendum 1. We have included all specified SKUs and quantities, and our approach supports annual anniversary adjustments, ongoing license management, and compliance with your procurement and reporting standards. Your dedicated Client Director will serve as a single point of contact, ensuring proactive communication, strategic planning, and responsive support throughout the agreement lifecycle. Our certified professionals, including Azure Expert MSPs, ISO/IEC 27001 specialists, and FinOps Foundation practitioners, are committed to delivering measurable value, cost optimization, and continuous improvement.

We are excited about the opportunity to become your Microsoft licensing partner. Our goal is to maximize the value of your Microsoft investment, help you streamline technology adoption, and support your mission of serving the community. Please do not hesitate to contact us with any questions or requests for additional information.

Best regards,

Matt Wierman
SLED Client Director
matt.wierman@crayon.com

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Executive Summary

Crayon Software Experts, LLC (Crayon) is a trusted Microsoft Solutions Partner with over two decades of experience supporting public sector organizations in optimizing and managing Microsoft licensing. U.S. Headquartered in Dallas, Texas, our team includes licensing experts, certified engineers, Software Asset Management professionals, cloud architects, and operations experts who understand the unique needs of government institutions and departments. We focus on helping clients navigate licensing complexities, ensure compliance, and maximize long-term value from Microsoft investments.

As an experienced Microsoft licensing solutions provider for state and local government across the United States, Crayon understands the requirements and expectations counties and municipalities have for licensing partners. For Genesee County (County), we propose a Microsoft 365 Licensing Enterprise Agreement (EA) covering all required Microsoft products and services for a three-year term, with options to renew. As a certified Microsoft Solutions Partner, Crayon is fully qualified to transact Enterprise Agreements for government customers and provide ongoing support, compliance, and lifecycle management.

Our solution includes all specified SKUs and quantities, and we support annual anniversary adjustments, ongoing license management, and compliance with the County's operational priorities. Our team is structured to manage high-volume transactions, compliance requirements, and evolving technology needs. We provide centralized reporting, coordinated renewal planning, and tailored support for each department. Furthermore, Matt Wierman, Crayon SLED Client Director, will serve as your main point of contact for this bid and primary Microsoft licensing specialist. His contact information is as follows:

Name: Matt Wierman

Title: SLED Client Director

Phone: 469-699-8099

Email: matt.wierman@crayon.com

Through Matt Wierman, we will provide the County strategic planning, renewals, and day-to-day support. He will lead quarterly business reviews and roadmap sessions, keeping your team informed of Microsoft updates, services, and strategic opportunities. Our approach is proactive and transparent, so you always have the information and guidance needed to make informed decisions. We are committed to maximizing the value of your Microsoft licensing, helping streamline technology adoption, and supporting you in your mission of service.

Company Overview & Qualifications

Crayon is recognized as a global leader in Microsoft licensing solutions for government agencies. As a Microsoft Solutions Partner, Licensing Solution Provider (LSP), and Cloud Solution Provider (CSP), we bring deep expertise in Enterprise Agreements, compliance, and lifecycle management. Our team leverages advanced certifications, proven methodologies, and our proprietary platforms to deliver scalable, cost-effective, and secure licensing solutions. Crayon was honored as the 2024 Microsoft Partner of the Year for Scale Solutions, reflecting our commitment to innovation and measurable results for public sector clients.

Organizational Strengths

Crayon is a Microsoft Managed Partner with extensive experience supporting public sector organizations like the County in Microsoft 365 licensing. Our team includes Microsoft-certified licensing specialists, Software Asset Management (SAM) professionals, and FinOps-certified analysts. We help clients optimize their Microsoft 365 investments, ensure compliance, and efficiently manage Microsoft licensing agreements of all types throughout the agreement lifecycle.

What Sets Us Apart. Our customer-first approach is at the heart of everything we do. We prioritize listening and understanding every client's unique needs, delivering tailored solutions and providing support at every step of your technology journey.

- Microsoft Solutions Partner. Recognized expertise in delivering Microsoft solutions, including 2024 Microsoft Global Partner of the Year for Scale Solutions (LSP).
- Microsoft Licensing & FinOps Advisory. Extensive experience with EA, CSP, SPLA programs and financial optimization strategies.
- License Procurement & Vendor Negotiation. Leveraging our global scale to secure competitive pricing and favorable term for our clients.
- Customer Empowerment. Clear documentation, proactive communication, and ongoing support so clients can confidently manage their Microsoft 365 licensing environment.
- Proven Public Sector Experience. Hundreds of successful engagements with counties, municipalities, and agencies, ensuring familiarity with government procurement and compliance requirements.
- Dedicated Client Director. Every engagement includes a dedicated Client Director who serves as your single point of contact, overseeing all aspects of your Microsoft 365 licensing relationship and ensuring your needs are proactively addressed.
- Technical Expertise and End-to-End Support. Advanced certifications and hands-on experience guiding organizations through complex licensing transitions. We manage the entire licensing lifecycle, including anniversary adjustments, agreement renewals, and audit readiness.

Certified Microsoft Partner with Proven Licensing for Government Customers

Crayon is a top-tier Microsoft Partner, holding all seven Solutions Partner designations and recognized as an Azure Expert MSP. We deliver end-to-end licensing services across the Microsoft ecosystem, including Microsoft 365, Azure, Teams, Dynamics 365, and other major software vendors.

 	 Microsoft Solutions Partner Business Applications
 Microsoft Solutions Partner Digital & App Innovation Azure	 Microsoft Solutions Partner Modern Work
 Microsoft Solutions Partner Microsoft Cloud	 Microsoft Solutions Partner Security
 Microsoft Solutions Partner Data & AI Azure	 Microsoft Solutions Partner Infrastructure Azure



Crayon meets the County’s requirements for a vendor to be a certified Microsoft Partner with the ability to transact EAs for government customers. We have attached a letter from Microsoft confirming our partner status (Appendix). We have successfully transacted a range of Microsoft licensing solutions for public sector organizations, including large, geographically dispersed government entities such as the County. Our experience, certifications, and commitment to compliance ensure you will receive best-in-class service and support for Microsoft 365 licensing.



Riverside County Master Agreement: Annual Revenue Value \$189M We’ve supported this statewide contract vehicle in California for more than a decade and currently support over 350 MS licensing agreements under this program.



County of Los Angeles: Annual Revenue Value \$42.5M We’re in our second 5-year agreement with the county to support over 125K users for their Microsoft licensing across disparate departments.



State of West Virginia (SoWV): Annual Revenue Value \$45M We’re currently managing this statewide contract encompassing 19 enrollment agreements with over 13 agencies and educational institutions.



University of Texas System: Comprehensive Microsoft licensing support for a large university system, including 10 campuses and 5 healthcare facilities. This covers more than 150,000 faculty and staff and over 200,000 students, managing 50 EES enrollments.

Security and Compliance

Crayon's internal security posture is built on ISO-certified governance, Zero Trust principles, and a preventive-first approach that prioritizes continuous improvement. It includes secured endpoints, identities, collaboration, and data protection. Our framework emphasizes proactive monitoring, drift detection, vulnerability management, and compliance with global standards like NIST and ISO, while maintaining strong employee accountability through security awareness and reporting. This model ensures resilience, regulatory alignment, and rapid adaptation to evolving threats.

Our security and compliance framework has been certified to follow six globally recognized ISO certifications: ISO 27001 for information security, ISO 27701 for privacy, ISO 37001 for anti-bribery, ISO 14001 for environmental management, ISO 9001 for quality management, and ISO 42001 for responsible AI governance. These certifications apply across all global entities and are complemented by UK Cyber Essentials Plus, SOC 2 Type I & II audits, and alignment with NIST standards, ensuring strong security, ethical practices, and operational excellence. This comprehensive certification portfolio underscores our commitment to trust, compliance, and innovation.

Business Reliability and Financial Stability

Crayon maintains a strong record of financial stability and operational reliability, ensuring we can meet contractual obligations without interruption. We are committed to upholding all contract requirements and timelines within reason and within our ability, and have established processes for compliance, risk management, and quality assurance. Our team consistently delivers on schedule and in accordance with all specifications, providing our clients with confidence in our ability to support their long-term objectives.

Approach to Microsoft EA Licensing Support

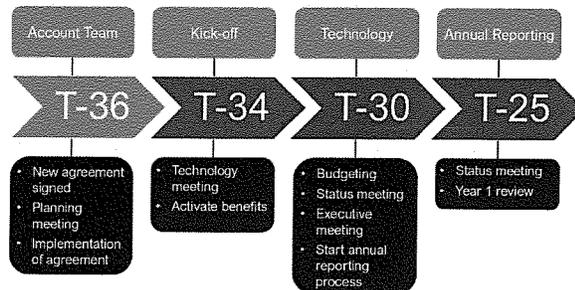
Overview. Crayon will provide the County with comprehensive and strategic Microsoft licensing support, based on the Microsoft T-36 Licensing Service Model, designed to deliver long-term value. As the County's Licensing Solutions Partner (LSP), Crayon ensures seamless lifecycle management, proactive engagement, and responsive support across all Microsoft agreements. Our approach is built on deep public sector experience, a dedicated account team, and a commitment to helping the County optimize licensing investments, maintain compliance, and align technology decisions with operational goals. We will work closely with your stakeholders to ensure your Microsoft environment remains aligned with your evolving needs. We support you not only during renewal, but throughout the life of the agreement.

Full Lifecycle Support. Our engagement methodology follows Microsoft's Licensing Services Model (T-36), a three-year framework designed to maximize the value of your EA. This approach ensures consistent, proactive engagement throughout the agreement term, with renewal planning beginning six months prior to the agreement expiration date. This framework includes key engagement components such as:

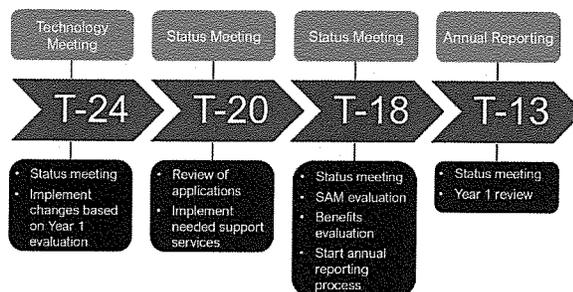
- Quarterly Business Reviews: Strategic planning, licensing updates, and roadmap alignment
- Status Meetings: Ongoing check-ins to address operational needs and Microsoft changes
- Roadmap & Budget Planning: Forecasting future licensing and technology needs
- License Anniversary Quote (True-Up): Conducted at least four months prior to renewal
- Monthly Reporting & Alerts: Usage tracking, compliance updates, and optimization opportunities

These pre-planned, proactive touchpoints and constant communications help us stay aligned with your goals, anticipate changes, and deliver measurable value throughout the agreement term.

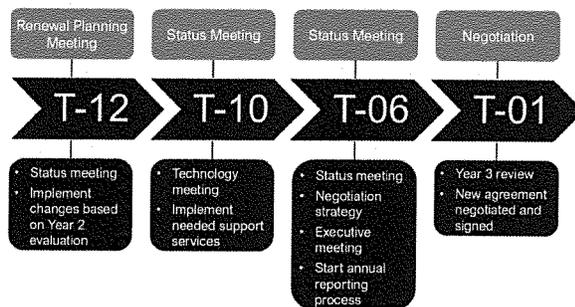
Process – Year 1



Process – Year 2



Process – Year 3



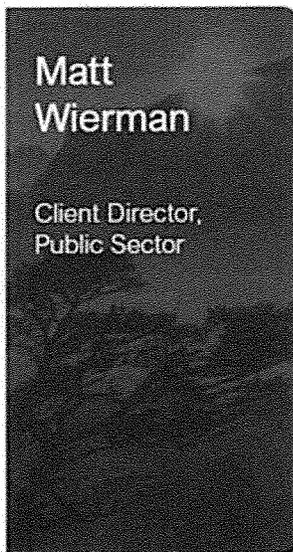
Licensing Advisory and Strategic Guidance.

- General Licensing Advisory: Support for general licensing questions, product licensing rules and requirements, and advice on optimal timing for license purchases
- Strategic Licensing Guidance: Ongoing support with licensing strategy, budgeting, and planning for new software deployments; analysis of your Microsoft License Statement (MLS) to optimize licensing position and maximize value
- Licensing and Product Updates: Keeping you current on all product and licensing regulations and changes, with advice and guidance on how to make these changes

Value Added Strategic Advisory.

- Cloud Services Advisory: Technical guidance for evaluating, designing, and managing hybrid and cloud environments, including usage reporting and cost forecasting
- Software Assurance Activation: Support in redeeming benefits such as e-learning, training vouchers, and planning services
- Microsoft Relationship Facilitation: Liaison to help the County access Microsoft programs, incentives, and technical workshops
- VLSC Administration Support: Assistance with license tracking, product key management, and MSDN subscriptions

Dedicated Client Director. Matt Wierman, Crayon’s SLED Client Director, will serve as the County’s primary Microsoft Licensing Specialist. He will lead quarterly business reviews and roadmap sessions, keeping your team informed of Microsoft updates, services, and strategic opportunities



Matt Wierman is a Client Director for the SLED (State, Local, Education, and Nonprofit) sector at Crayon, bringing over 20 years of industry experience and a strong track record of delivering impactful solutions across the public sector. With deep expertise in licensing, cloud strategy, and IT transformation, Matt helps public sector organizations maximize value through strategic partnerships and tailored technology solutions. His client-first approach and knowledge of complex procurement environments have made him a trusted advisor in the state and education markets.

In his role at Crayon, Matt focuses on building long-term, strategic relationships within the state, local government, and higher education sectors. He works closely with clients to understand their unique challenges and priorities, delivering customized solutions that drive growth, efficiency, and digital transformation. Leveraging Crayon’s capabilities in cloud optimization, software asset management, licensing and contract negotiation, cloud migration, data analytics, and IT governance, Matt helps organizations achieve measurable outcomes while aligning with budget and compliance requirements.

Prior to joining Crayon, Matt served as a Public Sector Digital Transformation and Portfolio Advisor, where he built and maintained a robust portfolio across K-12 and higher education markets nationwide. He leveraged his deep knowledge of cooperative contracts, including Texas DIR and TIPS, to support procurement processes, drive growth, and establish trusted, long-standing client relationships across the public sector.



CERTIFICATIONS

- AWS Certified Cloud Practitioner
- AWS Partner: Cloud Economic Essentials
- AWS Partner: Generative AI Essentials
- AWS Partner: Sales Accreditation
- Copilot for Microsoft 365 Technical Champion

Operations Center. Crayon's operations support ensures accurate execution, proactive lifecycle management, and compliance across all Microsoft agreements. They manage agreement setup, renewal tracking, and full lifecycle management. The team is structured to deliver responsive service and strategic oversight through:

- License Desk: Handles order validation, submission, and tracking for timely delivery
- Agreement Lifecycle Management: Oversees setup, renewal coordination, and compliance reporting
- Licensing Anniversary Quote (True-Up) Planning: Facilitates cost-effective, compliant license usage reporting aligned with Microsoft's requirements

Optional Add-On Services Available at Additional Cost.

- Licensing Optimization: Strategic analysis and entitlement reviews that have helped clients save up to 23% on renewals
- Premium Support Services: Alternative to Microsoft Unified Support, offering up to 60% cost savings with high-priority access
- AI-Ready Licensing Strategy: Guidance for Microsoft Copilot and Azure AI adoption

Summary

Crayon appreciates the opportunity to participate in this RFP process for Microsoft licensing services. Our “customer-first” philosophy means we are committed to understanding the County’s priorities and to help deliver solutions that maximize value, ensure compliance, and support your technology goals.

Our team is truly committed to helping you manage your Microsoft licensing agreements efficiently and effectively. We do this through proactive support, Anniversary planning (True-Up), and providing strategic guidance. We will help ensure compliance, optimize licensing investments, and deliver measurable outcomes.

Our licensing solutions are designed to scale across large government agencies and organizations such as the County. We help align technology decisions with strategic priorities, increase adoption of Microsoft technologies, and support IT planning and budgeting. Our engagement framework, built on Microsoft’s T-36 Licensing Services Model, ensures consistent communication, early renewal planning, and full lifecycle support.

Crayon is a certified Microsoft Solutions Partner and Authorized Cloud Solution Provider (CSP), fully qualified to transact Enterprise Agreements for government customers. We provide centralized reporting, coordinated renewal planning, and tailored support to help you maximize the value of your Microsoft investment. Again, thank you for considering Crayon. We’re excited for the opportunity to help support your team and to help you reach your technology goals.

WHY CHOOSE CRAYON

-  Proven track record with government Microsoft licensing
-  Dedicated Client Director
-  Strategic partner for public sector IT transformation
-  Cloud-iQ platform for real-time analytics and compliance
-  End-to-end cloud migration, modernization, and managed operations
-  AI-powered solutions for data insights and automation
-  Certified team: Azure Expert MSP, ISO/IEC 27001, FinOps Foundation
-  Documented cost optimization and entitlement management
-  Microsoft Solutions Partner: Data & AI, Infrastructure, Digital & App Innovation

Appendix

Crayon Differentiators

Crayon is not just a Microsoft reseller; we are a strategic, end-to-end IT transformation partner. We make complex technology projects easier to plan, implement, and manage. Our teams bring hands-on, certified and practical expertise and experience with cloud platforms, software management, and building smart data solutions that work in real-world settings. Whether it's helping you manage your IT estate, modernizing your business systems, or charting a strategic roadmap for your technology portfolio, our licensing experts, engineers, architects, and solution specialists are ready to partner with you to minimize disruption, enable future innovation, and help you refocus your efforts on better serving your stakeholders.

Empowering your success through our expertise

 <p>Software Procurement</p> <p>We help you buy software</p> <p>Smart solutions for software and cloud needs. We handle licensing, so you don't have to. Secure the right tools at the best prices.</p> <ul style="list-style-type: none"> Software purchasing Software advisory Licensing expertise Operational excellence 	 <p>IT Cost Management</p> <p>We help you control costs</p> <p>Get the most out of your digital resources. We streamline your software and cloud systems to boost efficiency and cut costs.</p> <ul style="list-style-type: none"> Software Asset Management FinOps Cost Optimization Compliance 	 <p>Cloud Services</p> <p>We help you run & manage your IT estate</p> <p>Your IT partner, regardless of the tech. We offer expert advice and manage your IT services, no matter the platform or technology.</p> <ul style="list-style-type: none"> Modern Work & GenAI Cloud Modernization Cybersecurity Managed Services & Support 	 <p>Data and AI Solutions</p> <p>We help you modernize and innovate</p> <p>Turning data into insights, powered by AI. We provide cutting-edge solutions & expertise to help you harness the full potential of your data.</p> <ul style="list-style-type: none"> Language Technologies Decision Intelligence Computer Vision Data Platform & Engineering
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Our government partners benefit from our collaborative approach that goes beyond managing Microsoft licensing. We provide strategic options and fresh perspectives regarding your entire technology portfolio and making it work for you, thus delivering greater value to you and your administrators, employees, and stakeholders.

Software Procurement. Our software procurement services go beyond just the Microsoft ecosystem, including Adobe, VMware, Citrix, Cisco, Google, AWS, and many more. We deliver measurable value to SLED organizations by simplifying complex purchasing processes and ensuring cost-effective, compliant technology acquisition. We leverage deep vendor relationships and cooperative purchasing strategies to secure competitive pricing, optimize licensing models, and align technology investments with strategic goals. Beyond procurement, we provide end-to-end lifecycle support so clients can focus on serving their stakeholders rather than administration. By prioritizing interoperability, security, and scalability, we help public sector clients build sustainable digital ecosystems.

IT Cost Management. Our IT cost management services empower SLED organizations to achieve financial efficiency and operational resilience by aligning technology investments with your priorities. We deliver transparency and control over IT spending through advanced analytics, strategic sourcing, and lifecycle management, ensuring districts avoid waste and maximize ROI. By leveraging proven methodologies and vendor-agnostic expertise, we help institutions optimize software licensing, streamline cloud usage, and mitigate compliance risks, while supporting predictable budgeting and sustainable growth. Our approach transforms IT from a cost center into a strategic enabler for serving your stakeholders.

Cloud Services. Our cloud services empower SLED organizations to modernize their IT environments, reduce costs, and deliver secure, scalable solutions. By leveraging leading platforms and best practices, we help government agencies and organizations transition from legacy infrastructure to agile, cloud-first models. Our approach combines technical expertise with strategic planning, so you can maximize resources, enhance resilience, and align technology investments with strategic goals.

Data and AI Solutions. Our Data and AI Solutions services enable SLED organizations to harness the power of data-driven insights and intelligent automation to improve outcomes and operational efficiency. By integrating advanced analytics and AI capabilities, we help organizations make informed decisions and optimize resource allocation. Our approach ensures compliance with privacy regulations while delivering scalable, secure solutions that transform raw data into actionable intelligence.

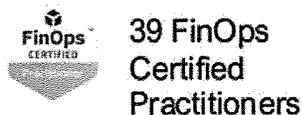
Awards and Accolades. We are proud to be recognized for our innovation, excellence, and commitment to delivering value to our customers. These awards reflect our dedication to empowering businesses through cutting-edge technology and expert services.



For the fourth time, Crayon has been named a Leader in the 2024 Gartner® Magic Quadrant™ for Software Asset Management Managed Services*. In addition, of the four companies recognized as Leaders, Anglepoint is a subsidiary of Crayon. We believe this prestigious recognition underscores our commitment to excellence and innovation in the SAM space.



Crayon has been awarded the Global 2024 Microsoft Partner Award for Scale Solutions (LSP). This recognition highlights our commitment to delivering high-quality IT services. Our collaboration with Microsoft has enabled us to provide effective solutions across various sectors.



Crayon has achieved the prestigious Certified FinOps Service Provider status from the FinOps Foundation. This designation recognizes Crayon’s expertise in cloud financial management and its commitment to helping organizations optimize cloud costs with best-in-class FinOps practices.



December 15, 2025
Genesee County Fiscal Services, Purchasing Department
324 S Saginaw Street, Suite 9A
Flint, MI, USA 48502
Microsoft 365 Licensing

To: Crayon US, US, Dallas
Tender Reference: ITB #25-463

WHEREAS Microsoft Corporation, with business address at One Microsoft Way, Redmond, WA 98052, USA, and its Affiliates is a global producer of software and services. Microsoft works with distributors, resellers and others ("business entities"), who carry out commercial transactions for Microsoft products and services. These business entities enter into contracts directly with customers, and are independent from Microsoft. Microsoft is the sole manufacturer of Microsoft products which can be procured through such business entities.

We confirm that Crayon US, US, Dallas headquartered at the below address (hereinafter, the "Partner") has the following active agreements:

Crayon US, US, Dallas (Partner ID: 4435248)
12221 Merit Drive, Ste 1400
Dallas, TX - 75251
United States



Agreement Name and Type: Channel Partner Terms and Conditions (Reseller)

Authorised Program(s): Academic Select, Enrollment for Education Solutions (EES), Enterprise Agreements (Indirect EA), Enterprise Agreements (Direct EA), Get Genuine Windows Agreement (GGWA) Large Organizations, Government Select, Government Select Plus, Microsoft Products and Services Agreement (MPSA), Select, Select Plus, Services Provider License Agreement (SPLA), Unified Broker

Status: Active

This entitles them to do business in the following territories:

Authorised Territory(s): United States

and supply the following products:

- AAL-45735 M365 G5 GCC
- 9EM-00270 Windows Server
- 7NQ-00292 SQL Server
- VA1-00001 Teams
- 7MS-00001 Planner
- P3U-00001 Visio



This letter is issued at the request of Crayon US, US, Dallas and does not subject Microsoft Corporation or any of its affiliates to any liability for obligations that Crayon US, US, Dallas assumed by itself and at its own risk with third parties and does not grant any Microsoft intellectual property rights to any party. We make no representation about the financial strength or capabilities of the above company and nothing in this letter is to be seen as a recommendation on the part of Microsoft to select a particular partner or that the partner named here is the only partner authorized to supply the foregoing Microsoft products.

This letter is valid for 90 days from the date of issuance.

Best Regards,

A handwritten signature in black ink, appearing to read "Emily Grindberg".

Authorized Signer
Emily Grindberg

Duly authorized,
Microsoft Corporation

History of Litigation

Crayon Software Experts, LLC has had no lawsuits, mediations, or arbitrations in the past five years.



Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number		

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Enrollment Request, All Programs

SIGNATURE AUTHORITY	
First & Last Name:	Dale Weighill
Job Title	County Commissioner, Chairperson
Email Address:	dweighill@geneseecountymi.gov
Phone Number:	810-257-3085

PRIMARY CONTACT	
First & Last Name:	Mike Dawisha
Email Address:	mdawisha@geneseecountymi.gov
Street Address:	324 S. Saginaw St. Ste. 926
City, State, and Zip + 4:	Flint, Mi. 48411
Phone Number:	810-257-3007
Fax Number (if available):	

NOTICES CONTACT - (if DIFFERENT than the Primary Contact)	
First & Last Name:	Genesee County IT
Email Address:	gcitorders@geneseecountymi.gov
Street Address:	324 S. Saginaw St. Ste. 926
City, State, and Zip + 4:	Flint, Mi. 48411
Phone Number:	810-257-3007
Fax Number (if available):	

ONLINE SERVICES MANAGER	
First & Last Name:	Donald Stockley
Job Title	Deputy CIO
Email Address:	dstockley@geneseecountymi.gov
Phone Number:	810-257-3007

a. Primary contact - This contact is the primary contact for the Enrollment from within Enrolled Affiliate's E contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access; primary contact will be the default contact for all purposes unless separate contacts are identified for speci

b. Notices contact and Online Administrator - This contact (1) receives the contractual notices, (2) is the O for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for app Services to add or reassign Licenses and step-up prior to a true-up order.

c. Online Services Manager - This contact is authorized to manage the Online Services ordered under the E (applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

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Best and Final Offer, 01.14.26

Microsoft 365 Licensing, ITB #25-463

Presented to: Genesee County

Date: January 14, 2026

Confidentiality Statement

The information contained in this document is confidential and intended solely for Genesee County. Please do not disclose, distribute, copy, or share any part of its contents with any third party without prior written consent from Crayon. All information herein shall be treated as confidential and used exclusively for its intended purpose. Unauthorized use or dissemination of this document or its contents is prohibited.

This confidentiality notice applies only to the contents of this document and does not extend to any prior submissions, including our original bid.



Thank you for the opportunity to provide a Best and Final Offer for our proposal to serve as your Microsoft 365 Licensing vendor. Please do not hesitate to continue to reach out to us if you and your team would like additional information. We would be happy to connect with you via a Teams call, where you can meet your Crayon team and explore the expertise, value, and partnership we bring to you.

County is tax exempt for the purchases

Equipment Description	Quantity	Unit Price for Equipment	Total Price
G5 Licenses	1327	\$ 605.23	\$ 803,140.21
Project	5	\$ 270.76	\$ 1,353.80
Visio	10	\$ 135.38	\$ 1,353.80
Teams Room Pro	35	\$ 424.72	\$ 14,865.20
Windows Server Datacenter Core 2 pack	144	\$ 137.55	\$ 19,807.20
Windows Server Standard Core 2 pack	152	\$ 21.12	\$ 3,210.24
SQL Core Licenses 2 pack	22	\$ 640.46	\$ 14,090.12
Grand Total (Annual)			\$ 857,820.57

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included in the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only.

All Affiliates. All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

Enrolled Affiliate including. Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate

consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)*

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State*

Postal code*

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

Work or School (WSA) Account ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Middle Last*

Contact email address*

Street address*

City*

State*

Postal code*

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Work or School (WSA) Account ID

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Middle Last*

Contact email address*

Phone*

Work or School (WSA) Account ID

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

* indicates required fields

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

* indicates required fields

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* _____</p> <p>Printed name*</p> <p>Printed title*</p> <p>Date*</p>

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Customer / Partner Business Details

Type of Business <i>(Drop down)</i>	Government Entity	
State of Incorporation/Formation	Michigan	
Legal Name	County of Genesee	
Trading Name <i>If different from Legal Name</i>	Click or tap here to enter text.	
Phone Number	810-257-3007	
Website	www.geneseecountymi.gov	
Tax ID	38-6004849	
DUNS#	Click or tap here to enter text.	
	Physical Address	Billing Address <input checked="" type="checkbox"/> Same as Registered Address
Address 1	324 S. Saginaw St.	Click or tap here to enter text.
Address 2	Suite 926	Click or tap here to enter text.
City	Flint	
State	Mi	Click or tap here to enter text.
Zip Code	48502	Click or tap here to enter text.

Accounts Payable | Invoicing & PO Requirements

Do you require Purchase Orders: YES NO

Are you Tax Exempt for Internal purchases? If yes, please provide tax exempt certificate: YES NO

AP Contact Name	Genesee County IT Orders	
Telephone Number	810-257-3007	
Email Address	gcityorders@geneseecountymi.gov	
Email Address for Invoices <i>if different from above</i>	Click or tap here to enter text.	

Legal notices

Contact Name	Genesee County IT	
Telephone Number	810-257-3007	
Email Address	gcityorders@geneseecountymi.gov	
Address 1	324 S. Saginaw St.	
Address 2	Suite 926	
City	Flint	
State	Mi	
Zip Code	48411	

Fiscal Year End	9/30/2026	Total Amount	\$ 857,820.57
Old Fiscal	New Fiscal	Allocation	
3/1/2026 62%	2/8/2027 38%	Old Fiscal Year-Allocation	\$ 532,097.40
100%		New Fiscal Year Allocation	\$ 325,723.17

Current FY

Pre-paid

SECTION 2 - STANDARD TERMS & CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Proposals:** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals:** It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
6. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
7. **Tax:** Genesee County is a Michigan Municipal Corporation and, as such, it is exempt from Federal Excise Tax and Michigan Sales Tax.
8. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height,

weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

9. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
10. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
11. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five-day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
12. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
 - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith.
 - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer.
 - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.

13. **Insurance:** Each offeror shall at all times maintain in full force and effect for the duration of the term of the agreement the insurance coverage as listed in the contract. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.
14. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all **third-party** claims, **and associated** losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from **the Contractor's gross negligence or willful misconduct** the in performance of the contract.
- ~~15. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.~~
16. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all

applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter	County Courthouse
County Administration Building	Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

20. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, may be made only prior to the Proposal Opening Date and subject to the discretion and written approval of the County Controller.
21. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
22. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
23. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
24. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most

- advantageous to Genesee County, per the evaluation criteria included in this RFP.
25. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
 26. **Non-assignability:** This contract may not be assigned, transferred, or conveyed by the Contractor without the express written consent of Genesee County. **Any Change in Control of a party will not be considered an assignment of the Agreement, for which the other party's prior written consent is required. "Change in Control" means any of the following: (i) a public offering of securities on a recognized exchange; (ii) any purchase or sale of securities held by employees or angel investors; (iii) any purchase or sale of securities held by private equity or venture capital firms; or (iv) a sale of all or substantially all of the assets of seller, whether in a single transaction or a series of transactions, a merger, consolidation, or any other transaction or arrangement the effect of which is that fifty percent (50%) or more of the total voting power entitled to vote in the election of the board of directors is held by a person or persons other than the shareholders of the acquired company who, individually or as a group, held fifty percent (50%) or more of such voting power immediately prior to such event.**
 27. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
 28. **Subcontracts:**
The Contractor shall obtain prior written approval from Genesee County for any subcontract with parties other than the Contractor for performance of work under this Agreement. A condition of granting such approval is that the subcontractors must agree to all conditions and provisions of this Agreement. The Contractor shall remain primarily responsible for the performance of all subcontractors.
 29. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
 30. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.

31. **News Release:** News releases pertaining to this RFP or the services to which it relates shall not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

Bid Results

ITB # 25-463

Project Name: Microsoft 365 Licensing

Vendor's Name:	Bid Price Submitted
Crayon Software Experts	\$ 851,588.29
Technology Solutions Worldwide	\$ 550,966.94
Signamara	\$ 799,251.97
New Tech Solution	\$ 820,889.34
SHI	\$ 822,719.82
SoftChoice Corp	\$ 852,654.71
Golden Five	\$ 958,931.63
Go Full Cloud	\$ 2,271,074.16
Cloudfit Software	\$ 2,562,180.34
Intellectechs	\$ 3,300,215.40



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2026

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 Relation Insurance Services Sleeper Sewell Ins. Services 12400 Coit Road, #1100 Dallas TX 75251		CONTACT NAME: Kim Vasquez PHONE (A/C, No, Ext): (972) 419-7500 E-MAIL ADDRESS: Kim.Vasquez@RelationInsurance.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Massachusetts Bay Ins Co	NAIC # 22306
		INSURER B: Hanover Insurance Company	22292
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Crayon Software Experts LLC 12221 Merit Dr. Ste 800 Dallas TX 75251			

COVERAGES

CERTIFICATE NUMBER: 25/26 Master w 26/27 WC

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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZDDH71383804	08/04/2025	08/04/2026	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Incl Hired & Non-Owned Auto Liab						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> OTHER:							\$
B	<input type="checkbox"/> UMBRELLA LIAB			UHDH71383904	08/04/2025	08/04/2026	EACH OCCURRENCE	\$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 25,000,000
	DED	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDDJ61037002	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Technology Liability			LHDH71383704	08/04/2025	08/04/2026	Each "Claim" limit of ins	\$10,000,000
	Professional Liability						Aggregate Limit	\$10,000,000

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

Certificate holder is completed to read: Genesee County, its officials, employees and agent, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. General Liability: Certificate Holder is named as Additional Insured in regards to the operations of the Named Insured per form(s). General Liability: This insurance is primary and noncontingutory per form (s). General Liability and Workers Compensation: A Waiver of Subrogation is issued in favor of the Certificate Holder per form(s). 30 Day NOC to Certificate Holder Applies per form. All forms apply only in the presence of a written contract.

CERTIFICATE HOLDER**CANCELLATION**

Genesee County Attn Risk Management 324 S Saginaw St 9th Floor 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.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
- (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment:
- (a) After the equipment lease expires; or
- (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
- (4) To any:
- (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
- (b) Managers or lessors of premises if:
- (i) The occurrence takes place after you cease to be a tenant in that premises; or
- (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. 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 for a covered claim is the lesser of the amount of insurance:
1. Required by the contract, agreement or permit described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
2. **Additional Insured – Primary and Non-Contributory**
- The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**
- Additional Insured – Primary and Non-Contributory**
- If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:
- If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
- a. **Primary Insurance**
- This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:
- (1) For the sole negligence of the Additional Insured;
 - (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
 - (3) when b. below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this 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

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITY(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
 COMMERCIAL PROPERTY COVERAGE PART
 BUSINESS AUTO COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Blanket	Blanket	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium

Insurance Company

Countersigned by _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 06 01

(Ed. 1-94)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

30

2. Notice will be mailed to:

BLANKET PER WRITTEN CONTRACT.

.
.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 42 06 01
(Ed. 1-94)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION to designated ENTITY(s)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY
 COMMERCIAL PROPERTY COVERAGE PART
 BUSINESS AUTO COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
Blanket 30 Day NOC	Blanket 30 Day NOC	30

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

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US – TECHNOLOGY PROFESSIONAL AND CYBER ADVANTAGE

This endorsement modifies insurance provided under the following:

TECHNOLOGY PROFESSIONAL AND CYBER ADVANTAGE COVERAGE PART

SCHEDULE

Number of Days' Notice 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **SECTION V – CONDITIONS, 4. Cancellation and Nonrenewal**, subparagraph **b.(2)** or as amended by an applicable state amendatory endorsement, is increased to the number of days shown in the **SCHEDULE** above.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Genesee County

Staff Report

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

File #: RES-2026-0025

Agenda Date: 2/11/2026

Agenda #: 4.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to Arrowhead Upfitters for the fiscal year ending 2026, in an amount not to exceed \$20,000.00, to provide for the purchase of Parks equipment repair parts; 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 Arrowhead Upfitters for Parks equipment repair parts in an amount not to exceed \$20,000.00.

BACKGROUND:

Arrowhead Upfitters provides equipment for Park Ranger vehicles and specific outfitting for Parks trucks, including radios and lights.

Arrowhead Upfitters has provided reliable services in regard to scheduling, availability, and cost in comparison to Pro Comm, which is the other vendor available for these services.

DISCUSSION:

NO USE OF GENERAL FUND.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

6665-770.11-931.000 - \$10,000.00

2080-764.00-978.000 - \$10,000.00

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval of expenses ensures safety and services to the public.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize an expenditure and Purchase Order to Arrowhead Upfitters, in a total amount not to exceed \$20,000.00, for budgeted equipment expense purchases as needed over the course of FYE 2026, with \$10,000.00 being paid from account 6665-770.11-931.000 and \$10,000.00 being paid from account 2080-764.00-978.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 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.

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-2026-0051

Agenda Date: 2/11/2026

Agenda #: 5.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Derrick Jones, Purchasing Administrator

RE: Approval of 2026 vehicle purchases

BOARD ACTION REQUESTED:

Facilities and Operations is seeking approval to issue purchase orders to Berger Chevrolet for the procurement of approximately 19 vehicles along with the purchase of the appropriate outfitting of each vehicle.

BACKGROUND:

It has been a practice for Genesee County's Motor Pool to purchase vehicles in order to replace them with vehicles that have been deemed the end of their cycle. Those vehicles that are being replaced tend to be at least five (5) years old or have miles that exceed 120,000. Annually, Motor Pool reviews the existing fleet and makes recommendations for replacement based on the stated criteria.

DISCUSSION:

For the current fiscal 2025-2026, Motor Pool is recommending the purchase of 19 vehicles to replace existing vehicles. Attached to this memo is a list of the vehicles that are being submitted for the Board's approval. If these vehicles receive approval from the Board, they will be submitted to Berger to order. Berger participates in the MiDeal program, which is a cooperative that is sponsored by the State of Mi and pricing will be established upon submission of the County's order. Upon receipt of vehicles, Motor Pool and Parks and Recreation is requesting authorization to outfit those specialty vehicles as required.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

The account numbers that will be used for these vehicles are: 6610-000.00-148.000, 6665-000.00-148.000, 2080-764.00-978.000, and 2731-697.15-981.000 (see attachment for more specifics).

IMPACT ON FACILITIES:

Facilities will be responsible for receiving and distributing vehicles upon arrival.

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

Long-term financial stability by keeping a newer fleet with better reliability and a better return on re-sales. With the newer Sheriff's vehicles, we will promote safe communities with a reliable fleet of vehicles.

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 Purchasing Administrator to authorize issuing purchase orders to Berger Chevrolet, for vehicles listed in supporting documents for various departments for the fiscal year ending 2026, using pricing consistent with the State of Michigan's MiDeal program Contract # 240000001191 and to authorize outfitting specialty vehicles as required, said purchases to be paid from accounts 6610-000.00-148.000 (Motor Pool); 2080-764.00-978.000 and 6665-000.00-148.000 (Parks and Recreation); and 2731-697.15-981.000 (GCCARD), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 meeting of the Public works Committee of this Board).

FYE 2026 Vehicle Purchase
 Approved via Reso # 2026-0051

Type	QTY	Department	Color (Ext/Int)	Funding Source	PO Number	Dated Submitted Request	Date Ordered	Date Received	Amount
Tahoe									
Tahoe PPV	4	Sheriff	Black	6610-000.00-148.000					
Tahoe PPV	2	Parks	Black	2080-764.00-978.000					
Trucks & Other Misc Vehicles									
1/2 Ton, 2-wheel drive, single cab, base model work truck	4	Parks	White	6665-000.00-148.000					
3/4 ton, 4-wheel drive, single cab, trailer package, snow plow ready	2	Parks	White	6665-000.00-148.000					
Auto									
Traverse AWD	5	Sheriff	Black	6610-000.00-148.000					
Traverse AWD- trailer package	1	Parks	White	6665-000.00-148.000					
Traverse AWD	1	GCCARD	White	2731-697.15-981.000					
Total Vehicle Purchase/Total Cost	19								\$ -

Notes:
 Acct No.
 Park 2080-764.00-978.000 - Tahoe
 Park 6665-000.00-148.000 - Other Req
 Mt Pool 6610-000.00-148.000
 GCCARD 2731-697.15-981.000



Genesee County

Staff Report

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

File #: RES-2026-0052

Agenda Date: 2/11/2026

Agenda #: 6.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a grant award from Great Lakes Fishery Trust (GLFT), in the amount of \$150,000.00, to provide for the development of Flint River Access at the confluence of the Swartz Creek; the budget for this grant is attached

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests approval to accept a grant from Great Lakes Fishery Trust (GLFT), in the amount of \$150,000.00.

BACKGROUND:

This grant is in support of the Flint River Access at the Confluence of the Swartz Creek project. This project includes development of a kayak launch at the site of the Flint River Watershed Coalition office.

DISCUSSION:

The grant was originally awarded to the Flint River Watershed Coalition in 2020. As part of the program's transition to the Parks system, the grant is being transferred to Parks for completion of the project.

Project End Date: 5/31/26

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Funds to be deposited into account 2087-770.40-674.029.

No match required.

NO USE OF GENERAL FUND.

NO USE OF PARKS FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Acceptance of grant promotes accessibility to natural resources and public health.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize accepting a grant from, and entering into an agreement with, Great Lakes Fishery Trust, in the amount of \$150,000.00 to be deposited into account 2087-770.40-674.029, for the purpose of developing a kayak launch at the Confluence of the Swartz Creek, for the period through May 31, 2026, with no match requirement, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 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 the project.



December 4, 2025

Emily Stetson
Genesee County Parks
5045 E. Stanley Rd.
Flint, MI 48506

Re: Agreement for grant number #2020.1925, *Flint River Access at the Confluence of the Swartz Creek* (please refer to this number on all correspondence directed to the Great Lakes Fishery Trust (GLFT) concerning this grant)

Dear Ms. Stetson,

Grant #2020.1925, *Flint River Access at the Confluence of the Swartz Creek*, was selected and approved by the Great Lakes Fishery Trust Board of Trustees on November 10, 2020, for an amount not to exceed \$150,000, contingent upon the following:

- The property is transferred from the private owner to the Uptown Reinvestment Corporation (URC), and the URC submits a letter of support for the project pledging public access.
- The Flint River Watershed Coalition (FRWC) secures the outstanding match funding.
- FRWC is granted an easement for at least 20 years to operate and maintain the site.
- A public access easement is established for the site for at least 20 years.

As of July 9, 2025, these contingencies have been met.

Enclosed is a grant agreement between the Great Lakes Fishery Trust (GLFT) and Genesee County Parks.

Each project requires a signed agreement within 60 days of your receipt of the agreement. The process for executing the agreement is as follows:

1. The grantee is sent a copy of the grant agreement through DocuSign and instructions for completing the agreement electronically.
2. The grantee reviews the agreement and (a) notifies the GLFT that changes need to be made, or (b) proceeds to execution through the steps below.
3. The grantee attaches all requested documentation to the respective appendices through DocuSign.
4. The grantee obtains all appropriate, authorized signatures required on the electronic copy of the agreement via DocuSign, with no additions to or subtractions from the agreement, except for the required documentation.
5. The GLFT obtains its necessary signatures for execution of the grant agreement.

Project #2020.1925

6. The GLFT sends the grantee an electronic copy of the fully executed grant agreement via email. The grant agreement copy will be followed by the first grant payment equaling 15 percent of the total grant award.

Please note that you must submit several documents to the GLFT along with the signed agreement as appendices. These documents are described on page 9 of the grant agreement. GLFT monies will not be distributed until the agreement is executed and the accompanying documentation is received. Please use the enclosed checklist worksheet to ensure that you have submitted all of the appropriate documentation with the signed grant agreement.

The table below outlines the payment and reporting schedule described in the attached and governing grant agreement. The payment column assumes the reporting requirements have been satisfied. Standard reporting guidelines, forms, and instructions are enclosed.

Report	Deadline	Due date	Payment	Percentage of total grant
Executed grant agreement	60 days from receipt of this letter	~01/30/2026	\$22,500.00	15%
Selected construction bid, design, and proof of contractor bonding		2/15/2026	\$112,500.00	75%
Project end date		05/31/2026		
Final report	60 days from grant end date	08/03/2026	\$15,000.00	10%

A **final report** (template enclosed in grantee folder) is due 60 days from the end of your grant term. Upon receipt and approval of the final report, the final grant payment equaling 10 percent of the total grant will be disbursed.

As I will be the grant manager for this project, please direct communication and questions to me. If you have any questions concerning the agreement, requirements, etc., please do not hesitate to contact me. I look forward to working with you on this project.

Sincerely,



Meagan O'Brien
Grant Manager



GLFT GRANT AGREEMENT DOCUMENT CHECKLIST



For a more detailed explanation of each document listed below, please see the agreement cover letter and requirements in the grant agreement.

Check off each of the items you have included. If they do not apply to your project, state N/A.

- Original/approved project proposal (Appendix A)
- For nonprofit 501(c)(3) organizations, most recent IRS Form 990 (Appendix B)
- Proof of insurance (Appendix C)
- For governmental bodies, authorizing community resolution (Appendix D)
- Third-party contracts, insurance and bonding documents, if applicable (Appendix E)



ACCESS TO THE GREAT LAKES FISHERY GRANT AGREEMENT



Project Number: 2020.1925

Project Name: *Flint River Access at the Confluence of the Swartz Creek*

Grant Recipient: Genesee County Parks

THIS AGREEMENT is made this ____ day of _____, 20____, by and between the Great Lakes Fishery Trust, hereinafter referred to as the TRUST and the Genesee County Parks hereinafter referred to as the GRANT RECIPIENT. WITNESSETH:

WHEREAS, the TRUST was created pursuant to a Settlement Agreement to compensate for lost fish, fisheries and recreational fishing opportunities associated with the operation of the Ludington Pumped Storage facility in Ludington, Michigan;

WHEREAS, further pursuant to that Settlement Agreement, the TRUST was created to receive payments in the form of cash and properties for past and future fish losses at the Ludington Pumped Storage Facility, and to use those funds to mitigate the fish losses according to the terms of the Settlement Agreement;

WHEREAS, the TRUST and the GRANT RECIPIENT, in fulfillment of the purposes of the TRUST have reached an agreement; and

NOW THEREFORE, the TRUST and the GRANT RECIPIENT, in consideration of the terms, promises, conditions, and assurances hereinafter set forth, mutually agree as follows:

1. **Grant Administration:** This Agreement shall be administered on behalf of the TRUST by its managers. All reports, documents, or proof of actions required of the GRANT RECIPIENT shall be submitted to the grant manager, Meagan O'Brien, Great Lakes Fishery Trust, 230 N. Washington Square, Suite 300, Lansing, MI 48933.

Project #2020.1925

2. **Purpose:** The project to be accomplished under this Agreement shall satisfy the grant objectives identified in Appendix A, which is attached and incorporated into this Agreement.
3. **Grant Period:** The work outlined in Appendix A must begin promptly upon execution of this Grant Agreement, and be completed no later than May 31, 2026, unless changes are requested by the GRANT RECIPIENT and approved in writing in advance by the TRUST,
4. **Budget and Expenditure:** The TRUST shall grant the GRANT RECIPIENT a sum of money to be used for the purposes detailed and the schedule of costs outlined in Appendix A, at a total cost not to exceed \$150,000.00. The GRANT RECIPIENT must obtain advance written approval from the TRUST for disbursement deviating from the line items of the approved schedule of costs outlined in Appendix A. Expenses must be incurred during the grant period. Any cost overruns incurred to complete the project as outlined in Appendix A shall be the **SOLE** responsibility of the GRANT RECIPIENT unless specifically approved in writing in advance by the TRUST.
5. **Payment:**
 - a. The TRUST shall make prompt disbursements under the terms of this Agreement, provided that appropriate documentation has been provided, as follows:
 - i. Disburse 15 percent of the total grant at the time the contract is executed for engineering design and the preparation of construction bid specifications (unused funds shall be used for construction costs).
 - ii. Upon receipt and approval of the selected construction bid, design, and proof that the selected contractor is bonded and insured, disburse all but 10 percent of the remaining grant balance or the selected bid (less the initial grant payment), whichever is less (see item 6a).
 - iii. Disburse the remaining grant balance upon receipt and approval of a final report (see item 6b).
 - b. Disbursement shall not exceed the amounts specifically stated to be paid in any one year in the Budget Schedule in Appendix A.
 - c. **The TRUST specifically reserves the right to withhold payments if appropriate documentation is not provided, or required reports or submissions identified in this Agreement have not been provided by the GRANT RECIPIENT to the TRUST.**
6. **Reporting:**
 - a. The GRANT RECIPIENT shall furnish to the TRUST a copy of the approved construction bids with invoice.
 - b. Within 60 days following the end of the grant period, the GRANT RECIPIENT shall furnish to the TRUST a final report, using the template provided. The final report will also contain
 - i. photos of the completed project and photo verification of the posting of the GLFT sign (see item 8b), and
 - ii. a statement of expenses according to the line items in the approved bid as submitted to the TRUST and on appropriate financial documentation verifying payments (e.g.,

Project #2020.1925

copies of invoices, record of hours expended, standard accounting ledgers used by the GRANT RECIPIENT's organization, and/or copies of canceled checks with descriptions).

- c. If the final financial report and final invoice satisfying the requirements of this Grant Agreement are not submitted to the TRUST within 12 months following the end of the grant period, the GRANT RECIPIENT will be considered in default of its grant obligations. Under that circumstance, the TRUST reserves the right, without further notice to the GRANT RECIPIENT, to terminate the Grant Agreement, modify payment terms, forfeit account balances, and cease payments.
- d. The GRANT RECIPIENT shall provide a copy of any publications produced under this grant to the TRUST for its records, and submit, upon the TRUST's request, information relating to this grant including digital or color photographs.

7. Liability Insurance:

The GRANT RECIPIENT shall provide proof of valid general liability and automobile insurance (copies of policies) covering those persons employed by or volunteering services to the GRANT RECIPIENT to carry out activities covered by this Agreement. If a contractor is used for all or part of the work outlined in Appendix A, such contractor must be bonded, and hold appropriate liability insurance proof of which shall be furnished to the TRUST. By signing this Agreement, the GRANT RECIPIENT acknowledges that appropriate insurance coverage will be maintained during the grant period. The TRUST reserves the right to require higher liability limits than those contained in the policies submitted for approval if higher limits are required to protect the interests of the TRUST.

8. TRUST Acknowledgement:

- a. GRANT RECIPIENT shall provide appropriate acknowledgment for the TRUST's grant on any publication or printed material distributed on or about the project described in Appendix A.
- b. GRANT RECIPIENT shall post a sign recognizing the TRUST's contribution to be placed at the entrance to the fishing access site funded by this grant. Such permanent acknowledgement shall be in the form of a 15" x 8 3/4" metal plaque supplied by the TRUST. The TRUST requires verification of the posting of the sign before it will process the final grant disbursement.

9. Equal Opportunity/Access:

- a. GRANT RECIPIENT shall not discriminate against an employee or applicant for 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 because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.
- b. GRANT RECIPIENT shall provide a copy of the contract with any non-public entities performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination requirements. GRANT RECIPIENT further agrees that any subcontract shall contain a non-discrimination

provision, which is not less stringent than this provision and binding upon any and all subcontractors responsible for all or a portion of the work outlined in Appendix A.

- c. If facilities are constructed under this Agreement, the land and water access ways to the said facilities shall be open to the public on equal and reasonable terms and no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or handicap.

10. Compliance with Laws:

- a. GRANT RECIPIENT shall construct, operate, and maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against said property.
- b. GRANT RECIPIENT is solely responsible for determining the requirements for and obtaining any permits or licenses that may be required by local, state or federal laws, regulations, or rules to carry out the activities funded under this Agreement.

11. Property and Facility Management:

- a. GRANT RECIPIENT shall be solely responsible for development, operation, and maintenance of the property in the project area and the facilities constructed under the terms of this agreement, and responsibility for actions taken to develop, operate, or maintain the property and facilities is solely that of the GRANT RECIPIENT. If a contractor is used for all or part of the work outlined in Appendix A, such contractor must be bonded, and hold appropriate liability insurance.
- b. GRANT RECIPIENT shall maintain and control the facilities constructed under the terms of this Agreement at its expense for a period of at least 20 years.
- c. GRANT RECIPIENT shall possess adequate control and tenure to all lands in the project area. If control is in the form of a lease, the length shall be commensurate with the value of the facilities constructed. In no case shall any lease tenure be less than 20 years. The GRANT RECIPIENT will defend any suit brought which involves the use of the property, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- d. GRANT RECIPIENT shall acknowledge that it has examined the property and that it has found the property to be safe for public use or that action can and will be taken by the GRANT RECIPIENT to assure safe use of the property; that the responsibility for deciding whether or not to carry public liability insurance, the amounts, coverage, and all other particulars with respect thereto is solely that of the GRANT RECIPIENT; and that the TRUST's involvement in the premises is limited solely to the making of a grant to assist the GRANT RECIPIENT in developing same.
- e. None of the project area nor any of the facilities constructed under this Agreement shall be wholly or partially conveyed during the life of said project, either in fee or otherwise or leased for any period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANT RECIPIENT except with the written approval and consent of the TRUST. The assistance provided to the GRANT

Project #2020.1925

RECIPIENT as a result of this Agreement is intended to have a lasting effect on the supply of public recreation beyond the financial contribution.

- f. GRANT RECIPIENT shall erect and maintain appropriate directional signage to guide the public from main thoroughfares to the project sites with approval, and meeting the specifications, of the appropriate jurisdictions.
12. **Release and Indemnity:** Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable State or Federal statute, that it will assume all risk and liability to itself, its respective board members, officers, employees, or agents from any and all claims, demands, judgments and expenses, including attorney fees, from any and all loss, damage, or injury, to person or property, or death arising from any negligent action or omission by itself or its own agents related to the Agreement, the activities authorized by this Agreement, or the use or occupancy of the premises, project area or facilities that are the subject of this Agreement. If the GRANT RECIPIENT is a Federal Government Agency, liability will be governed by the Federal Tort Claims Act (U.S.C. § 2761 et seq.).
 13. **Definition of Agreement:** The proposal form bearing the project name from Page 1 and Appendix A, and all required supporting documentation (Attachments) submitted for approval with this signed Agreement bearing this project name constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
 14. **Breach of Agreement:** Any failure by the GRANT RECIPIENT to abide by any of the conditions, promises, covenants, agreements, or like undertakings contained in this Agreement shall constitute a material breach of this Agreement and shall entitle the TRUST to seek specific performance required under the terms of this Agreement, damages and/or termination at the TRUST's discretion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and date first above written.

GRANT RECIPIENT

SIGNED (Authorized Agent)

WITNESSED BY

By: _____
(Signature) (Date)

(Signature) (Date)

Name: Patrick Linihan
(Typed or Printed)

(Typed or Printed)

Title: _____

Employer Identification Number: _____

Internal Revenue Code: _____

SIGNED (Project Manager)

By: _____
(Signature) (Date)

Name: _____
(Typed or Printed)

GREAT LAKES FISHERY TRUST

SIGNED

WITNESSED BY

By: _____
(Signature) (Date)

(Signature) (Date)

Name: _____
(Typed or Printed)

(Typed or Printed)

Title: Manager, Great Lakes Fishery Trust

ATTACHMENTS (to be submitted with the signed Agreement):

- **Appendix A:** Approved project proposal
- **Appendix B:** A copy of the GRANT RECIPIENT's most recently filed Form 990 for nonprofit 501(c)(3) organizations (to be attached and submitted by GRANT RECIPIENT)
- **Appendix C:** A copy of the GRANT RECIPIENT's general liability and automobile insurance for the GRANT RECIPIENT and its contractor(s) (to be attached and submitted by GRANT RECIPIENT)
- **Appendix D:** An original copy of the resolution authorizing acceptance of the obligations contained in the Grant Agreement, if required by statute or under the bylaws of the GRANT RECIPIENT's governing body (to be attached and submitted by GRANT RECIPIENT) [sample attached]
- **Appendix E:** If applicable, a copy of the contract with any third party performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate nondiscrimination, insurance, and financial requirements of this Agreement

Project #2020.1925

APPENDIX A
(Approved project proposal)

Project #2020.1925

APPENDIX B

(For nonprofit 501(c)(3) organizations, attach most recent IRS Form 990 here)

Project #2020.1925

APPENDIX C

(Attach proof of general liability and automobile insurance here)

Project #2020.1925

APPENDIX D

(For governmental bodies, attach authorizing community resolution here – sample attached)

SAMPLE COMMUNITY RESOLUTION

Upon motion made by _____ and seconded by _____, the following Resolution was adopted:

RESOLVED, that the _____, Michigan, does hereby accept the terms of the Project Agreement as received from the Great Lakes Fishery Trust, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

- 7. To authorize the sum of _____ dollars toward construction and related costs to complete the project according the Project Agreement with the TRUST,
- 8. To maintain satisfactory financial accounts, documents, and records and to make them available to the TRUST for auditing at reasonable times.
- 9. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
- 10. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
 COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Great Lakes Fishery Trust, which Resolution was adopted by the _____ at a meeting held _____, 20__.

Signature

Title

Date

Project #2020.1925

APPENDIX E
(Attach third-party contracts here, if applicable)

GENESEE COUNTY PARKS & RECREATION COMMISSION
BUDGET ADJUSTMENT
GREAT LAKES FISHERY TRUST
9.30.26

GL #	DESCRIPTION	Increase/(Decrease)

2087-770.40-801.028	CONTRACTED SERVICES	150,000.00
2087-770.40-674.029	LOCAL REVENUE	150,000.00

9.30.26



Genesee County

Staff Report

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

File #: RES-2026-0053

Agenda Date: 2/11/2026

Agenda #: 7.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a grant award from the Greater Flint Health Coalition (GFHC), in the amount of \$32,650.00, to provide for Keep Genesee County Beautiful's continued support of the Greater Flint REACH initiative; the budget for this grant is attached

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests approval to accept a grant from the Greater Flint Health Coalition (GFHC), in the amount of \$32,650.00.

BACKGROUND:

The grant is for Keep Genesee County Beautiful's continued support of the Greater Flint REACH initiative, (Racial and Ethnic Approaches to Community Health) focusing on evidence-based strategies to improve health, prevent chronic disease, and reduce health disparities among racial and ethnic populations.

DISCUSSION:

Grant awarded through September 29, 2026.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

To be deposited into account 2088-788.00-504.000.

NO USE OF GENERAL FUND.

NO USE OF PARKS FUND.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Acceptance of this grant promotes public health to create safer and healthier residents, promotes

safe communities, encourages data-based decision making and planning, and supports collaboration with area agencies.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize accepting a grant from, and entering into an agreement with, the Greater Flint Health Coalition, in the amount of \$32,650.00 to be deposited into account 2088-788.00-504.000, for the purpose of having Keep Genesee County Beautiful staff assess park locations and coordinate programming activities in the City of Flint and neighborhood parks, through September 29, 2026, with no match requirement, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed, as necessary, to amend the budget lines associated with this project.

**Subcontract Agreement Between
Greater Flint Health Coalition ("GFHC")
and
Genesee County Parks
(hereinafter referred to as "Subcontractor")
5004 Stanley Road Flint, MI 48506 , MI
Federal I.D.#: 38-6004849
For
Greater Flint Area (Racial and Ethnic Approaches to Community Health)**

This Subcontract is entered into by and between the Greater Flint Health Coalition ("GFHC"), and Genesee County Parks ("Subcontractor"). The purpose of this Subcontract is to provide subcontractor activities and deliverables to GFHC under its Prime Agreement with The US Department of Health and Human Services ("HHS") – Centers for Disease Control and Prevention ("CDC") project entitled "Greater Flint REACH (Racial and Ethnic Approaches to Community Health)" ("Project"). This Subcontract is being funded under CFDA 93.304, Grant 5 NU58DP007615-03-00.

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

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

I. GENERAL

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

II. DEFINITIONS

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

Name: Nichole Smith-Anderson
Title: Vice President of Grants & Program Administration
Telephone No.: (810) 232-2228
Email Address: nsmithanderson@flint.org

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

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

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

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

III. PERIOD OF PERFORMANCE

The period of performance for this Subcontract shall be from September 30, 2025 to September 29, 2026.

IV. CONSIDERATION

- A. As consideration for its performance under this Subcontract, GFHC shall reimburse Subcontractor for allowable costs incurred in accordance with the governing regulations defined in the Agreement at Appendix A, up to an amount not to exceed \$32,650.00 (US Dollars) in accordance with the Budget Justification (Appendix C). Payment is contingent upon Subcontractor's compliance with the terms and conditions of this Subcontract. Carryforward of unobligated funds is not allowable without prior approval from GFHC. Subcontractor shall account for funds separately by performance year.
- B. GFHC has the right to be advised at all times as to the progress of Subcontractor's activities. To assure this, the Subcontractor will provide written and verbal reports or other information when requested by the GFHC or by the date(s) agreed upon by the Subcontractor Administrator or as stated in this Subcontract.
- C. Grant funds, including any interest earned, are issued for the purposes stated herein and may not be expended for any other purpose without GFHC's prior written approval. Subcontractor shall return any portion of the Grant funds to GFHC (i) if a portion of the Grant funds were not used for purposes of the grant; (ii) if GFHC has determined that the activities of the Subcontractor, in carrying out the purposes of the project, will jeopardize the Subcontractor's or GFHC's tax-exempt status; or (iii) if there are unexpended funds left

after the completion of the project activities as specified in Appendix B, Statement of Work.

V. FINANCIAL EXPENDITURE REPORTS & PROGRESS REPORTS

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

VI. CHANGES TO THE SUBCONTRACT

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

VII. TERMINATION

- A. Either Party may terminate this Subcontract if it is that Party's decision that termination is in its best interests. Termination in the terminating Party's best interests may be with or without cause or reasons due to the non-terminating Party. The terminating Party will provide no less than thirty (30) day written notice to the non-terminating Party. The notice period will begin the day of receipt of the notice by the non-terminating Party. An exception to the 30-day notification period is if GFHC is unable to provide that amount of time due to a termination of the Project by the HHS.
- B. Upon giving, or receiving, of the notice of termination, both Parties will make all reasonable efforts to end expenditures under this Subcontract during the notice period. Upon the end

of the notice period, GFHC will reimburse the Subcontractor for all expenditures and non-cancelable commitments incurred by the Subcontractor under this Subcontract as documented in a submitted billing statement following the process outlined in Appendix C and C-1. If GFHC has provided Grant funds in excess of the Subcontractor's expenditures and non-cancelable commitments prior to termination, such excess shall be returned to GFHC.

- C. Subcontractor will provide GFHC a final Statement of Work Progress Report detailing their activities and findings made prior to the date of termination.
- D. In no event will Subcontractor be reimbursed more than what it would have received under this Subcontract if their performance had been completed.

VIII. FISCAL RECORDS

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

IX. MISCELLANEOUS

- A. The heading of the sections in this Subcontract are for convenience only and shall not be used to construe or interpret the scope or intent of the Subcontract or in any way affect the same.
- B. The parties will attempt to resolve any dispute arising under this Subcontract by mutual consent.
- C. The Subcontractor shall not subcontract any of its responsibilities unless it obtains prior written approval from the GFHC Project Administrator.
- D. The Subcontractor's performance and relationship to GFHC under this Subcontract is as an independent contractor.
- E. The individuals signing below certify that they have the legal authority to sign on behalf of their respective party to this Subcontract.
- F. GFHC and Subcontractor acknowledge and agree that it has paid no consideration for the use of any of the other Party's intellectual property, copyright, or license rights. GFHC shall

have the unrestricted right to publish the activities and findings of both the Project and SOW.

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

X. SIGNATURE SECTION

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

For the Greater Flint Health Coalition:

Jim Ananich, President & CEO

Name / Signature	Date
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For Genesee County Parks:

Patrick Linihan

Name / Signature	Date
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REACH-3B3 Genesee County Parks_Subcontract.093025-092926

**APPENDIX A
PRIME AGREEMENT**



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

Incorporation: The U.S. Department of Health and Human Services (HHS) grant recipients must comply with: all terms and conditions outlined in the Notice of Funding Opportunity (NOFO); their Notice of Award (NOA); grants policy contained in applicable HHS Grants Policy Statements; HHS grant administration regulations (2 CFR Part 200 and 2 CFR Part 300); requirements imposed by program statutes and regulations; applicable Executive Orders; HHS Administrative and National Policy Requirements; HHS policies, directives, and guidance; and requirements or limitations in any applicable appropriations acts. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 2 CFR 200, 2 CFR 300, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

CDC Priorities: CDC serves the American public—individuals, families, and communities—who rely on accurate data, health guidance, and preventive measures. CDC's current Priority Statement: <https://www.cdc.gov/about/cdc/index.html>

Compliance with Court Orders: Any term or condition in this NOA, including those incorporated by reference, that HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

FEDERAL REGULATIONS AND POLICIES

2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Referenced where indicated and applicable.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

2 CFR Part 300 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

<https://www.ecfr.gov/current/title-2/subtitle-B/chapter-III/part-300>

HHS Administrative and National Policy Requirements

<https://www.hhs.gov/sites/default/files/hhs-administrative-national-policy-requirements.pdf>

HHS Grants Policy and Regulations

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

HHS Grants Policy Statement

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

Federal Funding Accountability and Transparency Act (FFATA). <https://sam.gov/fsrs>.

Refer to the section below on Reporting Requirements for more details.

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

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-175>

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award and consistent with the specific funds provided under that award. The general provisions for grants, cooperative agreements and loans funded by the Departments of Labor, Health and Human Services, Education, and Related Agencies Appropriations Act is available at: <https://www.congress.gov/resources/display/content/Appropriations+and+Budget>.

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

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

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS award or order; it merely limits the portion of that salary that may be paid with federal funds. The HHS Grants Policy Statement further explains the application of this salary rate limitation.

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

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

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive- legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or

Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Anti-Lobbying Restrictions for CDC Grantees at <https://www.cdc.gov/grants/documents/Anti-Lobbying-Restrictions.pdf>.

D. Blocking access to pornography (Div. H, Title V, Sec. 520): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

E. Needle Exchange (Div. H, Title V, Sec. 526): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Prohibition on certain telecommunications and video surveillance services or equipment ([2 CFR 200.216](#)): Recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

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

National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

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

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

REPORTING REQUIREMENTS

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

Additional guidance on submission of Federal Financial Reports can be found at: <https://pms.psc.gov/grant-recipients/ffr-updates.html>.

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

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

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

Data Collection and Sharing Under Award: Consistent with strategies and activities expected and anticipated under this award, Recipient, either directly or indirectly, may be expected to collect or generate data for public health purposes. For purposes of this award, data for public health purposes may be administrative data or data commonly accepted in the scientific community as a basis for public health findings, conclusions, and implementation, but does not include preliminary analyses, drafts of scientific papers, plans for future research communications with colleagues, or physical objects, such as laboratory notebooks or laboratory specimens unless otherwise specified in the award.

2 CFR 200.315(d) states that the federal government has the right to: 1) obtain, reproduce, publish, or otherwise use the data produced under a federal award; and 2) authorize others to

receive, reproduce, publish, or otherwise use such data for federal purposes. In furtherance of various United States Government-wide initiatives and policies, the federal government seeks to make federally funded publications and data underlying them more readily available, and to make public health data more readily accessible within the federal government and to the public.

Consistent with grant regulations, CDC may legally obtain a copy of any data collected or generated under this award. Where CDC has determined that data collected or generated under this award must be shared with CDC, such direction will be further addressed in your Notice of Funding Opportunity, your Notice of Grant Award, or other specific grant guidance. Acceptance of funds under this award is an acknowledgement of this regulatory provision and its application to this award.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit, and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award. The DMP should take into consideration sharing data with CDC including: 1) the specific data that will be shared under the award, 2) the process and timing planned for such sharing, 3) and any legal limitations that the Recipient asserts would hinder CDC access to, or use of, the data collected or generated under the award. In addition, the DMP should address broader access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

Audit Requirement Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$1,000,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200.501. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be submitted to the Federal Audit Clearinghouse at <https://www.fac.gov>.

Audit Requirement Foreign Organizations: A foreign organization that expends \$300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed in English and in US dollars and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to the Office of Financial Resources, Office of Grants Services, Audit Resolution Team (ART) at GrantsAudit@cdc.gov. After receiving the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: Audit requirements for Subrecipients to whom 2 CFR 200 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable

federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Federal Funding Accountability and Transparency Act (FFATA)

In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information, Prime Recipients awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant equal to or greater than \$30,000. Refer to 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive Compensation Information at [eCFR :: 2 CFR Part 170 -- Reporting Subaward and Executive Compensation Information](#) and <https://sam.gov/fsrs> for reporting requirements and guidance.

Unique Entity Identifier (UEI)

The UEI is the official identifier for doing business with the U.S. Government as of April 4, 2022. The UEI is generated and assigned by the System for Award Management at SAM.gov. In accordance with [2 CFR part 25, Appendix A](#), a recipient must maintain current information in SAM.gov, through at least annual review, until it submits the final required financial report or receives the final payment, whichever is later.

Required Disclosures for Responsibility and Qualification (R/Q) (SAM.gov): Consistent with 2 CFR 200.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG by email at grantdisclosures@oig.hhs.gov or by mail to the following address:

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

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

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. Remedies for noncompliance include suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of

performance due to material failure to comply with the terms and conditions of this award in the OMB-designated Responsibilities and Qualifications (R/Q) accessible through SAM (2 CFR 200.340(c)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (2 CFR 200.341(a)).

1. General Reporting Requirement

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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

3. Reporting Procedures

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

4. Reporting Frequency

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

5. Definitions

For purposes of this award term and condition:

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

GENERAL REQUIREMENTS

You will administer your project in compliance with the HHS Administrative and National Policy Requirements found at <https://www.hhs.gov/sites/default/files/hhs-administrative-national-policy-requirements.pdf>.

Antidiscrimination Compliance: By applying for or accepting federal funds from HHS, recipients certify compliance with all federal antidiscrimination laws and these requirements and that complying with those laws is a material condition of receiving federal funding streams. Recipients are responsible for ensuring subrecipients, contractors, and partners also comply.

Assurance of Compliance: The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

Termination: This award is subject to the termination provisions at 2 CFR 200.340. Pursuant to 2 CFR 200.340, the recipient agrees by accepting this award that continued funding for the award is contingent upon the availability of appropriated funds, recipient satisfactory performance, compliance with the Terms and Conditions of the award, and may also otherwise be terminated, to the extent authorized by law, if the agency determines that the award no longer effectuates program goals or agency priorities.

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 2 CFR 200.475.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 2 CFR 200.432.

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

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

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction

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

Templates for prior approval requests can be found at: <https://www.cdc.gov/grants/already-have-grant/prior-approval-requests.html>.

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

Recipient Contractual/Consultant Cost Agreements: In accordance with [2 CFR 200.325](#), all supporting documentation related to the elements outlined in the [Budget Preparation Guidelines](#) must be maintained by the recipient and available upon request. Recipients may submit supporting documentation via GrantSolutions Grants Management Services (GSGMS) Grant Messages to the assigned Grants Management Specialist.

Key Personnel: In accordance with 2 CFR 200.308 and 2 CFR 300.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

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

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

1. the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
2. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

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

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

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

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

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

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

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

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

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available without any embargo or delay after publication. Also, at the time of submission, Recipient and/or the Recipient's submitting author must also post the manuscript through PubMed Central (PMC) without any embargo or delay after publication. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC.

The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public

Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

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

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

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

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

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$10,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy. The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 2 CFR 200.

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

Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA.

For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E- Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

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

Cybersecurity Requirements: Recipients shall develop plans and procedures, modeled after the NIST Cybersecurity framework, to protect HHS and CDC systems and data, if the following conditions are met: 1) recipients, subrecipients, or third-party entities have ongoing and consistent access to HHS owned or operated information or operational technology systems and 2) recipients, subrecipients, or third-party entities receive, maintain, transmit, store, access, exchange, process, or utilize personal identifiable information (PII) or personal health information (PHI) obtained from the awarding HHS agency for the purposes of executing the award. Where both conditions exist, recipients must develop cybersecurity plans and procedures modeled after the NIST Cybersecurity framework (<https://www.nist.gov/cyberframework>) to protect HHS systems and data.

PAYMENT INFORMATION

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

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

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

PMS Phone Support: +1(877)614-5533

PMS Email Support: PMSSupport@psc.gov

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

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

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

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

CLOSEOUT REQUIREMENTS

In accordance with 2 CFR 200.344, recipients must submit all closeout reports identified in this section within 120 days of the period of performance end date. The reporting timeframe is the full period of performance. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI). If recipients do not submit all closeout reports identified in this section within one year of the period of performance end date, then CDC must report recipients' material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently Responsibility/Qualification section of SAM.gov). CDC may also pursue other enforcement actions per 2 CFR 200.339.

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

- Statement of progress made toward the achievement of originally stated aims;

- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

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

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 120 days after the period of performance end date through recipient online accounts in the Payment Management System. The final FFR will consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

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

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

Additional guidance on submission of Federal Financial Reports can be found at <https://pms.psc.gov/grant-recipients/ffr-updates.html>

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$10,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

If no equipment was acquired under an award, a negative report is required.

The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 2 CFR 200. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$10,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government (see 2 CFR 200.313(e)(1)).

CDC STAFF RESPONSIBILITIES

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

Program Official: The PO is the federal official responsible for monitoring the programmatic,

scientific, and/or technical aspects of grants and cooperative agreements including:

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

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

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

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

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

- Maintaining the official grant file and program book.

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

APPENDIX B
STATEMENT OF WORK AND REPORTING REQUIREMENTS
Genesee County Parks

Purpose:

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

Statement of Work (SOW):

Strategy 2: Physical Activity Component A

The necessary Seasonal Parks Employee will work to assess park locations and coordinate programming and activities in City of Flint and neighborhood parks within the REACH Program Area in an effort to connect residents to various resources.

Method of Selection:

Sole Source: As the largest County Park system in the state, Genesee County Parks recently gained the ability to oversee all City of Flint Parks creating the largest opportunity to make impacts in our community.

Contract: Genesee County Parks has wide-reaching access to significant property, which creates an opportunity to successfully implement policies and activities to connect people to everyday destinations.

Performance Reporting:

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

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

Monthly Reports are required to be submitted by the following due dates to remain in good standing as a Subcontractor:

For activity during the months of:

- November 2025
- December 2025
- January 2026
- February 2026
- March 2026
- April 2026
- May 2026
- June 2026
- July 2026
- August 2026
- September 2026

Data entry must be complete by:

- December 5, 2025
- January 5, 2026
- February 5, 2026
- March 5, 2026
- April 5, 2026
- May 5, 2026
- June 5, 2026
- July 5, 2026
- August 5, 2026
- September 5, 2026
- October 5, 2026

APPENDIX B-1
Greater Flint REACH Monthly Report

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

**APPENDIX C
BUDGET JUSTIFICATION AND FINANCIAL STATUS REPORTING
Genesee County Parks**

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

Year 1- Itemized Budget and Justification (\$32,650.00):

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

Financial Status Reporting Schedule and Format:

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

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

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

GENESEE COUNTY PARKS & RECREATION COMMISSION
BUDGET ADJUSTMENT
REACH Grant
9.30.26

GL #	DESCRIPTION	Increase/(Decrease)
2088-788.00-504.000	FEDERAL PARTICIPATION	32,650.00
2088-788.00-704.000	SALARY TEMPORARY	26,990.74
2088-788.00-709.000	SOCIAL SECURITY	2,064.79
2088-788.00-729.000	WORKERS COMP	94.47
2088-788.00-752.000	SUPPLIES	3,500.00

REACH GRANT



Genesee County

Staff Report

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

File #: RES-2026-0058

Agenda Date: 2/11/2026

Agenda #: 8.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of purchase orders to various vendors for the fiscal year ending 2026, in an amount not to exceed \$46,000.00, to provide for the purchase of water systems supplies and parts; the cost of this purchase order will be paid from the accounts listed

BOARD ACTION REQUESTED:

Genesee County Parks and Recreation staff requests the approval of expenses to the following vendors, in an amount not to exceed \$46,000 for FYE 2026, for the purchase of supplies and parts for Parks water systems:

RainSoft of Northern Michigan; Chemco; Beauchamps; Wolverine

BACKGROUND:

Parks have multiple facilities with water softeners and filtration systems that require our maintenance.

DISCUSSION:

NO USE OF GENERAL FUND.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-770.05-930.000 - \$33,500

5080-770.03-864.011 - \$4,500

2080-770.01-930.000 - \$4,000

2080-770.03-930.000 - \$4,000

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Approval ensures proper maintenance of facilities for staff and visitors to Parks.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize expenditures and Purchase Orders to RainSoft of Northern Michigan, Chemco, Wolverine, and Beauchamps, in an total amount not to exceed \$46,000.00, for the purchase of supplies and parts for water systems as needed over the course of FYE 2026, with \$33,500.00 being paid from account 2080-770.05-930.000, \$4,500.00 being paid from account 5080-770.03-864.011, \$4,000.00 being paid from account 2080-770.01-930.000, and \$4,000.00 being paid from account 2080-770.03-930.000, is approved (a copy of the memorandum request being on file with the official records of the February 11, 2026 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.

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-2026-0062

Agenda Date: 2/11/2026

Agenda #: 9.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Patrick Linihan, Parks and Recreation Director

RE: Approval of a purchase order to Vermont Systems (RecTrac) for the calendar year ending 2026, in an amount not to exceed \$30,674.52, to provide for annual fees associated with the Parks recreation reservation software; 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 an expense to Vermont Systems for annual fees associated with the Parks recreation reservation software (RecTrac), in the amount of \$30,674.52, for calendar year 2026.

BACKGROUND:

Genesee County Parks and Recreation utilizes RecTrac for all reservations tasks and transactions, including campground reservations, Crossroads Village & Huckleberry Railroad reservations, pavilion rentals, all facility rentals, program reservations, POS inventory, credit card interface, and permits.

DISCUSSION:

Annual fees allow the Parks to continue using the software. This software was customized for Parks needs.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

Budgeted expenses to be paid from accounts:

2080-751.00-933.001 - \$22,942.86

2080-000-00-123.000 - \$7,731.66

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Expense is an avenue to efficiently communicate our resources and services to our residents and allows the department to use data-based decision making and planning in regard to programs and cost analysis.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize an expenditure and Purchase Order to Vermont Systems, in a total amount not to exceed \$30,674.52 through calendar year 2026, for the annual fees associated with the RecTrac reservations software, with \$22,942.86 being paid from account 2080-751.00-933.001 and \$7,731.66 being paid from account 2080-000.00-123.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 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.

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.

Fiscal Year End	9/30/2026	Total Amount	\$ 30,674.52
Old Fiscal	New Fiscal	Allocation	
1/1/2026	12/31/2026	Old Fiscal Year-Allocation	\$ 22,942.86
75%	25%	New Fiscal Year Allocation	\$ 7,731.66
100%			

9080-751.00933.001

2080-000.60-123.60



Genesee County

Staff Report

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

File #: RES-2026-0076

Agenda Date: 2/11/2026

Agenda #: 10.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Derrick Jones, Purchasing Administrator

RE: Approval of a change order to Thomas Trucking and Mannick Consultants, in an amount not to exceed \$200,000.00, to provide for the removal of underground asbestos material at the former Juvenile Justice Center; the cost of this change order will be paid from the accounts listed

BOARD ACTION REQUESTED:

Facilities and Operations is seeking the approval to move forward with a change order to Thomas Trucking and Mannick & Smith Group in order to complete the demolition of the Juvenile Justice Center (JJC).

BACKGROUND:

In November 2024, the Purchasing Dept solicited bids for the demolition of JJC. A review of the bids was done, and a recommendation in the amount not to exceed \$545,000.00 to Thomas Trucking was submitted to the Board for approval. The recommendation was approved by the Board on December 11, 2024, and the County entered into a contract with Thomas Trucking in an amount not to exceed \$494,984.33, which represented the amount that the vendor submitted for this project. To this date, the structure has been demolished, and the vendor has stayed within their submitted budget. The vendor's work has been monitored by Mannick to ensure compliance in demolishing the structure.

DISCUSSION:

As stated previously, the structure that was on site has been demolished. During the demolition, the vendor discovered approximately 3,000 linear feet of transite asbestos containing materials in pipe that was enclosed by concrete. This material must be remediated in order to complete the project. The vendor has submitted a price to remove the pipe and pipe wrap in an amount not to exceed \$140,000.00 plus original amount approved equates to a total aggregate amount of \$695,000.00 (this amount includes contingencies). Likewise, there will be an additional cost to continue to monitor Thomas Trucking compliance in removing said material by Mannick in an amount not to exceed \$60,000.00.

IMPACT ON HUMAN RESOURCES:

N/A

IMPACT ON BUDGET:

Funding for these change orders will come from account numbers: \$50,015.67 - 1010-640.02-899.059 (remaining ARPA funds from previous approved resolution); \$140,000.00 - 4920-356.00-

974.005 (amount for the change order to Thomas Trucking); \$60,000.00 -4920-356.00-974.005
(amount for Mannik)

IMPACT ON FACILITIES:

Facilities will be managing this project.

IMPACT ON TECHNOLOGY:

N/A

CONFORMITY TO COUNTY PRIORITIES:

The demolition of this old vacant structure is in alignment with managing County properties and keeping a safe environment.

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 Purchasing Administrator to authorize change orders to vendors that are involved in the demolition of the former Juvenile Justice Center building, Thomas Trucking and Mannik & Smith Group, to remediate and dispose of asbestos containing materials (ACM) that was uncovered during the demolition of said facility in amounts not to exceed \$140,000.00 and \$60,000.00 respectively, to be paid from account 4920-356.00-974.005, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of this Board).

AMENDMENT TO PROFESSIONAL SERVICE CONTRACT

This Amendment 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 Thomas Trucking Services, Inc., a Domestic Profit Corporation, whose principal place of business is located at 27409 Weddel, Brownstown, MI 48183 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Construction Contract effective 2025 (the "Agreement"), pursuant to which the Contractor would perform demolition at the County's Juvenile Justice Center; and

WHEREAS, the Genesee County Board of Commissioners authorized the original construction contract by Resolution # 2024-1548; and

WHEREAS, the Parties wish to amend the Agreement to include additional labor, equipment, and materials to remove and dispose of asbestos containing materials (ACM) that were discovered during demolition.

NOW THEREFORE, the Parties agree as follows:

1. The Contractor will provide labor, equipment, and materials to remove and properly dispose of ACM at a rate of:
 - \$20.00/lf for transited ACM Pipe
 - \$25.00/lf for TSI pipe wrap
 - The work to remediate the ACM will not exceed \$195,015.67
2. The remaining terms of the agreement remain unchanged and in full effect.

THOMAS TRUCKING SERVICES, INC. COUNTY OF GENESEE

By: _____
Gregory Thomas
Vice-President

By: _____
Dale K. Weighill, Chairperson
Board of Commissioners

Date: _____

Date: _____

AMENDMENT TO PROFESSIONAL SERVICE CONTRACT

This Amendment 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 Mannik Smith Group, an Ohio Corporation, whose principal place of business is located at 2365 Haggerty Rd. S., Canton, MI 48188 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Service Contract effective November 1, 2024 (the "Agreement"), pursuant to which the Contractor would perform additional project management for the demolition at the County's Juvenile Justice Center; and

WHEREAS, the Genesee County Board of Commissioners authorized the original professional service contract by Resolution # 2024-1303; and

WHEREAS, the Parties wish to amend the Agreement to include additional project management, oversight, and air monitoring.

NOW THEREFORE, the Parties agree as follows:

1. The Contractor may provide the following if required:
 - Project management and project meetings
 - Remediation and demolition oversight
 - Perimeter air monitoring
 - Work requested in this amendment will not exceed \$60,000.00
2. The remaining terms of the agreement remain unchanged and in full effect.

THE MANNIK AND SMITH GROUP

COUNTY OF GENESEE

By: _____

By: _____

Dale K. Weighill, Chairperson
Board of Commissioners

Date: _____

Date: _____



Genesee County

Staff Report

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

File #: RES-2026-0150

Agenda Date: 2/11/2026

Agenda #: 11.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Raymond Zanke, Director of Facilities and Operations

RE: Approval of a change order to an agreement between Genesee County and WTA Architects, in an amount not to exceed \$116,294.00, to provide specifications for upper roof replacement and concrete structure replace at Genesee County's Jail and snowmelt at the entrance to the historic Courthouse; the cost of this agreement will be paid from account 4017-265.00-975.002

BOARD ACTION REQUESTED:

Approval of Professional Change Notice No 1 to incorporate additional scope of work as requested.

1.) The addition of snowmelt at the historic entrance including landing, steps, and ADA ramp. 2.) The reconstruction of the concrete structure above the Jail loading dock to also include snowmelt. 3.) Jail upper roof replacement and modifications to eliminate chronic ponding issues.

BACKGROUND:

The county entered into a contract for professional services with WTA Architects to address the pending emergency repairs to the exteriors of both the Genesee County Jail and 7th Circuit Court Buildings. At the request of Facilities and Operations we asked for these additional services as they are directly related to ensuring a safe, watertight building envelope.

DISCUSSION:

Because we are already addressing issues associated with the porch, steps, and ADA ramp at the exterior of the Courthouse this is the time to incorporate snowmelt at this entrance. Snowmelt will help reduce some of the operational costs associated with snow removal and salting at this key entrance for staff and the public. The Jail has supported concrete slab walkway that is over the loading dock, this walkway is ingress as well as egress from the administrative area of the jail is failing and in disrepair as it approaches nearly 40 years of being salted. Finally, the upper roof is over 20 plus years old and out of any type of warranty, the roof is subject to frequent leaks and repairs directly associated to the large ponding areas of water/ice that occur stressing the roof membrane. Addressing the ponding issue by proper slopping and drain location while replacing the roof will provide for a proper watertight envelope

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

4017-265.00-975.002= \$116,294.00

IMPACT ON FACILITIES:

Facilities and Operations will be able to continue to keep facilities operating and safe.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

This will help facilities to provide a healthy, livable, & safe community by making sure we are able to keep our facilities running efficiently, providing safe working areas for employees and the public.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Facilities and Operations to authorize amending the Professional Services Contract between Genesee County and WTA Architects to incorporate Professional Change Notice No. 01, said change being necessary to incorporate additional scope of work as requested, at a total cost not to exceed \$116,294.00 to be paid from account 4017-265.00-975.002, is approved (a copy of the memorandum request, amendment, and supporting documents being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.


AIA[®] Document G802[®] – 2017
Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Genesee County Masonry Restoration
324 S. Saginaw St.
Flint, MI 48502

AGREEMENT INFORMATION:
Date:
October 23, 2024

AMENDMENT INFORMATION:
Amendment Number:
001

Date:
December 4, 2025

OWNER: *(name and address)*
Genesee County
324 S. Saginaw St.
Flint, MI 48502

ARCHITECT: *(name and address)*
WTA Architects
100 S. Jefferson Avenue, Ste. 601
Saginaw, MI 48607

The Owner and Architect amend the Agreement as follows:

Professional Change Notice: 01 - Owner Requested Additional Snowmelt for historic entrance of the Genesee County Courthouse and the Genesee County Jail Loading Dock walkway Reconstruction. Owner Requested additional review and modification of existing Genesee County Jail Roof.

Owner requested review and modification of roof system for Genesee County Jail (See attached Exhibit).

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
\$116,294.00

Schedule Adjustment:
Schedule to be assessed once approval is received

ARCHITECT *(Signature)*

BY: Jordan Johnston, Project Manager

(Printed name, title, and license number if required)

12/09/2025

Date

OWNER *(Signature)*

(Printed name and title)

Date



WTA ARCHITECTS

**GENESEE COUNTY COURTHOUSE
AND JAIL MASONRY RESTORATION**

PROFESSIONAL CHANGE NOTICE

DATE: OCTOBER 1, 2025

CLIENT: GENESEE COUNTY COURTHOUSE AND JAIL MASONRY RESTORATION

PCN NO: 01

PROJECT NUMBER: 2024083

REASON FOR CHANGE

Owner Requested additional snowmelt for historic entrance of courthouse and loading dock reconstruction.

- Architectural
 - Review modifications needed for the existing concrete stairs and ramp to accommodate the snowmelt system. Incorporated modifications with restoration details.
 - Review modifications needed for existing loading dock to accommodate the snowmelt system. Incorporated modifications with details.
- Mechanical
 - MEP study with OPC to look at snowmelt on the courthouse to determine whether it will be mechanical or electrical system.
 - Hydronic snowmelt tubing design for landing steps and ramp at main entrance to courthouse.
 - Design of hydronic hot water snow melt heat exchanger and pump system using existing hot water boiler system as heating source.
 - Piping design to supply hot water to snow melt tubing system.
 - Specifications for snow melt system and installation.
- Structural
 - Review structural modifications needed for the existing concrete stairs and ramp to accommodate the snowmelt system. MAI will review and mark up structural info on the architectural drawings.
 - Remove and replace existing concrete structure above loading dock, including framing and foundations. Framing is anticipated to be galvanized structural steel supporting metal form deck and concrete slab. New concrete slab will incorporate snow melt system. Concrete repairs to existing beams to remain are included from the original scope and fee.
- Electrical
 - Power to snow melt system controllers and pumps.
 - Specification of electric snow melt system for the walkway located above loading dock.
 - Power to snow melt system.

Owner Requested additional review and modification of existing Genesee County Jail Roof.

- Architectural
 - Review modifications needed for the existing roof drainage to eliminate ponding issues.
 - Review modifications needed for penthouse door thresholds for and required changes needed to accommodate new roof slopes.
- Mechanical
 - Design of replacement roof sumps and new secondary overflows, we assume existing drawings are available for this design.
- Structural
 - Roof structure assessment, concrete repair details, lintels, for raised doors.
- Electrical
 - Field verify existing electrical feeds on roof; design to modify and extend existing electrical feeds on roof to accommodate equipment being removed and reinstalled to accommodate the roof increasing in height due to insulation and or changes to slope for drainage.
- Reimbursable
 - Eagle view roof report: \$200 (Allowance)

COST FOR CHANGE: \$116,294

SCHEDULE IMPACT Construction to be completed for the Courthouse by September 1, 2026 and construction completed for the Jail by end of 2026. This will be issued as part of the Bid Documents.

CONTRACT

ORIGINAL CONTRACT	\$293,500.00
PREVIOUS PCN's	\$0.00
PCN 01 CHANGE COST	\$116,294.00
REVISED CONTRACT AMOUNT	\$409,794.00

SCHEDULE OF VALUES: (BROKEN DOWN BY DISCIPLINE)

Discipline	Firm Name	Cost for Change
Architect	WTA Architects	\$41,374.00
SME&P - Loading Dock Canopy Replacement	MacMillan and Associates	\$20,500.00
SME&P - Snowmelt Study & Design	MacMillan and Associates	\$16,700.00
SME&P - Roof Replacement	MacMillan and Associates	\$29,000.00
Civil Engineer (Allowance)	ROWE Professional Services	\$5,000.00
Total (without Coordination Fee)		\$112,574.00
10% of \$3,720.00 (Architect Coordination of Consultants Fee)		\$3,720.00
Total		\$116,294.00



Genesee County

Staff Report

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

File #: RES-2026-0151

Agenda Date: 2/11/2026

Agenda #: 12.

To: Brian K. Flewelling, Public Works Committee Chairperson

From: Derek Bradshaw, Director

RE: Approval of the Genesee County Recycling and Education Center Construction Manager contract with Wieland, in the amount of \$604,227.00, to conduct pre-construction management services

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission (GCMPC) is recommending approval of the Genesee County Recycling and Education Center Construction Manager (CM) contract with Wieland in the amount of \$604,227 to conduct pre-construction and construction management services, and for Board Chairperson Dale K. Weighill to sign the contract. Staff is also requesting approval of the attached budget transfer and to create a purchase order for Wieland in the amount of \$604,227 for this activity.

BACKGROUND:

GCMPC is developing a permanent recycling and education center that will be available to Genesee County residents to properly dispose of various materials including household hazardous waste, electronics, as well as general items like paper, cardboard, and plastic containers. As the preliminary design phase wraps up and the project team begins working towards finalizing the design of the facility, a construction management firm must be engaged to commence pre-construction administration, scheduling, budgeting, and bidding services as well as construction oversight. Overall, the construction manager, in coordination with the project team and construction contractors, will help ensure the project is completed safely, on time, and within budget. A Request for Proposals (RFP) for Construction Management services related to the Genesee County Recycling and Education Center closed on November 6, 2025, and ten (10) proposals were received. Proposals were evaluated and scored by an internal evaluation team in consultation with DLZ, the project architect. The top two (2) qualified firms were then interviewed and scored. A GCMPC consultant selection subcommittee meeting was held to discuss results and determine a recommended CM firm. Through this process, Wieland was selected as the preferred firm after receiving the highest overall evaluation score and submitting the lowest qualified bid.

DISCUSSION:

GCMPC is recommending approval to enter into a contract with Wieland in the amount of \$604,227 to conduct pre-construction and construction management services for the Genesee County Recycling and Education Center located at 609 Chavez Dr, Flint, MI 48503, and for Board Chairperson, Commissioner Dale K. Weighill, to sign the contract.

IMPACT ON HUMAN RESOURCES:

No impact on human resources. Construction management services will be conducted by a hired consultant.

IMPACT ON BUDGET:

No General Funds will be used for this project. The project will be funded through the Genesee County Solid Waste Ordinance. The expense will be covered by solid waste's fund balance (Account# 2321-735.00-804.000).

IMPACT ON FACILITIES:

This project will develop a new recycling and education center in partnership with the project architect and construction manager. Once established, this new facility will be managed by the Genesee County Facilities and Operations Department.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

To meet Genesee County's priority of healthy, livable, and safe communities, this project will support the construction of the Genesee County Recycling and Education Center, located in the City of Flint. By establishing a recycling center, county residents will have a more convenient and accessible opportunity to properly dispose of household hazardous waste, electronics, and other materials.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into the Genesee County Recycling and Education Center Construction Manager (CM) contract between Genesee County and Wieland, whereby the contractor will perform pre-construction and construction management services for the Genesee County Recycling and Education Center, at a total cost not to exceed \$604,227.00 to be paid from account 2321-735.00-804.000, and to authorize a Purchase Order for Wieland, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the February 11, 2026 meeting of the Public Works Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

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 324 S Saginaw Street, Flint, Michigan 48502 (the “County”), and **Wieland a Michigan Corporation**, whose principal place of business is located at **4162 English Oak Drive, Lansing, MI 48911** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Term

The term of this Contract commences **upon execution of contract** and shall be effective through **December 31, 2027** (the “Term”).

1.2 Extension Terms

The County has the option to extend this contract for up to three (3) additional one-year terms (the “Extension Terms”).

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

3. Liquidated Damages

3.1 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County. Therefore, the Parties agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the County \$1,000.00 for each day that expires after Friday, July 30, 2027, until the work is completed and ready for final payment.

4. Compensation

The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$604,227. The Contractor’s projected budget for the Initial Term of this Contract is attached as Exhibit C (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Contract Administrator**

The contract administrator for this Contract is Derek Bradshaw, GCMPC Director (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.

7. **Warranties**

The Contractor warrants that:

7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

7.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. **Suspension of Work**

8.1 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.

8.2 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.

9. Termination

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

11. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

12. 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”.

13. 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.

14. Audit Rights

14.1 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.

14.2 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.

14.3 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.

14.4 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.

15. Identity Theft Prevention

15.1 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.

15.2 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.

16. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County’s Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an “occurrence basis” with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers’ Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers’ Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer’s notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

16.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
324 S. Saginaw Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

- a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
- b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

16.2 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. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

17. Independent Contractor

The Contractor and its agents and employees are independent contractors and

are not the employees of the County.

18. General Provisions

18.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – Prevailing Wage Addendum

18.1.4. Exhibit C – Budget

18.1.5. Exhibit D – Insurance

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.

18.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

18.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

18.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 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.

18.10 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.

WIELAND

COUNTY OF GENESEE

By: _____

By: _____

_____ [Name]

Dale K Weighill, Chairperson
Genesee County Board of
Commissioners

_____ [Title]

Date: _____

Date: _____

EXHIBIT A

The Scope of Work

A. Pre-Construction Phase Services:

Administration

- CM will work with representatives from the County including Purchasing and Board Authority as part of the development and execution of this project.
- CM will work collaboratively with the project team to review the proposed concept including access, traffic, drainage, parking, building placement, as well as architectural, civil, structural, mechanical, electrical, and environmental solutions.
- Attend all design meetings during schematic design, design development and construction document phases.
- Field verify and be knowledgeable of existing conditions and systems.
- Participate in QA/QC design reviews.

Scheduling

- Prepare and maintain the project schedule to discuss at each design meeting. Provide input as required to align the design, document development, bidding and construction with timeframe expectations. The Schedule shall include anticipated dates for Substantial Completion, Inspections, Commissioning, Occupancy, and Closeout.
- The CM shall research availability and lead times of site, building, and MEP systems on behalf of the project team, to assist in preparing documents and specifications that align with the Project Schedule.

Budgeting

- The Construction Manager (CM) will assist the County and A/E in establishing the project budget.
- CM will prepare an anticipated project construction budget based on Initial Project Information and subsequent milestones including 100% Design Development, 50% Construction Documents (CD) and 90% Construction Documents. This effort shall assess the anticipated budget for construction at each milestone and suggest opportunities for best-value strategies to maintain alignment with the County's overall project budget.
- CM shall collaborate with the Project Team to gather and maintain updated information as to anticipate systems and detail development and other constructability issues that have budgetary impacts.
- The Project Budget is anticipated to be established as a Guaranteed Maximum Price (GMP) at the 50% CD Phase of Development. The GMP shall identify an index of drawings and specifications (provided by A/E Team) allowances, overhead and profit, contingencies, and assumptions made by the CM.
- The CM is responsible for coordinating and procuring Delegated Design systems. (Refer to Section – Delegated Design)

Bidding

- Develop and prepare project bid packages and facilitate the bidding process in coordination with County representative(s) to align bidding documents with County policy.
- Bid documents must be in compliance with Insurance Requirements of County.
- Advertise, solicit, recruit bidders, and manage the bid process.
- Promote and conduct pre-solicitation meeting(s) for subcontractors in cooperation with the County.
- Facilitate the request-for-information (RFIs) process.
- Review and issue design addendums or revisions to provide interpretation in scope or correction in scope with collaboration with the AE firm. Provide estimating as necessary on scope changes.
- Conduct formal bid openings.
- Receive and evaluate bids/quotes with County representatives.
- Evaluate bids to determine the apparent best value bidder and develop recommendation(s) for award-of-bids.
- Provide budget verification with bids received.
- If scope alignment is required after bidding to project align with budget, provide value engineering opportunities.
- Generate a recommendation for the approval process with the A/E and County representative(s) based on the bids/quotes received.

B. Construction Phase Services:

- Coordinate construction documents for appropriate authority having jurisdiction (AHJ). This includes paying all anticipated plan review and permitting fees.
- Facilitate the review and required permits process.
- Coordinate meetings with AHJ, County, educational exhibit firm, and A/E as needed.
- Schedule and coordinate all contractor work.
- Lead the Construction kick-off meeting with all project team representative(s).
- Develop, maintain, and distribute master project schedules, detailed construction schedules, submittal schedules, inspection schedules, and occupancy schedules. The CM will provide 3 week "look ahead" schedules that address action items due over the following 3 weeks by trades.
- Create and maintain bi-weekly OAC meeting schedule, and issue meeting minutes.
- Facilitate weekly contractor/trades meetings, provide and issue weekly report.
- Facilitate reviews of all contractor shop submittals with appropriate members of the project team, including County, educational exhibit firm, and A/E as appropriate.
- Maintain all submittal and bulletin logs and distribute records weekly.
- Monitor construction costs against County project budget.
- Coordinate, monitor construction, and installation with all project team representative(s).
- Facilitate responses and distribution of request-for-information (RFIs)
- Facilitate, issue and gather pricing for design revisions and proposal requests. Implement approved changes.
- Prepare, document, and obtain necessary authorizations for change orders.

- Review, provide recommendations, and submit all contractor invoices for payment with the monthly application and certificate for payment, and schedule of values. Monthly invoices should include a summary and percentage complete of work tasks.
- Ensure all permits are secured/posted, schedule inspections. Address all issues related to regulatory processes and requirements with the AHJ and the A/E.
- Assist in the coordination of needed monthly County Board Authority meetings for updates and reviews for approval.
- Coordinate timing of delivery and installation of County equipment, furnishings, signage, IT, security, FFE, etc.
- Work in coordination with educational exhibit firm for installation and deployment of fabricated educational components.
- Prepare and distribute weekly progress reports at the end of each week including photographs.
- Facilitate with contractors the final punch list development and completion, coordinate with County representatives, educational exhibit firm, A/E, and others.
- Administer post-construction close-out and warranty collection, transition to the County in a timely manner.
- Develop and deliver warranty log. The summarized log shall identify product, contractor and/or manufacturer information, warranty start and stop dates, and any special warranty period.
- Compile and deliver to the County project close-out manual to include record submittals, cut sheets, maintenance and training schedules, and other information as required.
- Provide the County with all as-built drawings indicating actual locations of work elements which vary from construction documents, this can be done in partnership with the A/E and project contractors. Provide Electronic Files, pdfs, and etc. on a thumb drive.
- As part of the scope of services, the CM must provide Construction Management Software (Procore or similar) for Owner and A/E Team use. The purpose of this will be a centralized location for all documents, to include but not limited to: Drawings, RFIs, Submittals, Meeting Minutes, Documents, Photos, Specifications.
- Provide a project safety management plan.

C. Delegated Design Systems:

The CM and appropriate Sub-Contractors will participate in design coordination meetings starting in the Design Development Phase. The engineer and architect of record will assign responsibility for detailed design of specific specialty building components anticipated to include the following:

- **054000 Cold-Formed Metal Framing**
- **084113 Aluminum-Framed Entrances and Storefronts**
- **092216 Non-Structural Metal Framing**
- **101400 Signage**
- **142000 Hydraulic Elevators**
- **133419 Metal Building Systems**

EXHIBIT B

Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at <https://sam.gov/content/wage-determinations>.
2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.
3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.
4. The Contractor shall not misclassify work assignments.
5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.
6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.
7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the "Auditor"). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.
8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.
9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.
10. The Contractor shall include this Addendum in each subcontract entered into on this project and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.

EXHIBIT C Budget

Task 1 – Pre Construction Phase: **\$24,400**

Task 2 – Construction Phase: **\$579,827**

- Fee is percentage of total construction cost
- Construction Management Services: One and a half percent (1.5%)
- General Conditions: Four percent (4%)

Total Cost - \$604,227

Compensation for Change Orders (Fee is percentage of total construction cost)

- For sub-contracted work, the aggregate net cost directly paid by the Construction Manager to subcontractors or suppliers for performance of the Work plus a mark-up of five percent (5%)
- For self-performed work, the aggregate net cost to the Construction Manager for performance of the Work, by the Construction Managers own workers, plus a mark-up of zero percent (0%)

DESCRIPTION: Construction Manager - Recycling and Education Center

GL #	DESCRIPTION	Increase/(Decrease)
2321-735.00-804.000	CONSULTANTS	600,000.00



LEGISTAR SUBMISSION CHECKLIST*

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

DOES THE PROJECT NEED A CONTRACT?

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

Yes: (Go to Question 2)

No: (Go to Question 4)

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

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

No: (Go to Question 3)

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

Yes:

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

No:

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

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

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

No: Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

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

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

- 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: _____ X

 - 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.



ZURICH®

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6823604-03	Effective Date: 08/13/2025
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This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

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

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

Coverage Extension Endorsement - Michigan

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 6823606-03	Effective Date: 08/13/2025
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This endorsement modifies insurance provided under the:

- Business Auto Coverage Form**
- Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

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:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to \$750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision will share on a pro rata basis with other valid and collectible insurance coverage of the same type purchased by the policyholder to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

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 the property of an "insured"; and

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

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph B.3.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form 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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 6823604-03	08/13/2025	08/13/2026		11580000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.



Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 6823604-03

Effective Date: 08/13/2025

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

Bid Results

ITB # 25-461

Project Name: *Construction Manager Services for a New Recycling and Education Center

Vendor's Name:	Bid Price Submitted	Score	
DCC Construction	\$ 79,580.00	194	
AUCH Construction	\$ 68,660.00	215	
Corrigan Construction	\$ 37,804.00	218	
Frank Rewold & Sons	\$ 55,000.00		non-responsive bid
E&L Construction Group	\$ 12,500.00	204	
Ronnisch Construction Group	\$ 27,300.00	200	
Siwek	\$ -	184	
Sorensen Gross	\$ 62,480.00	272	includes interview score
Wieland	\$ 24,400.00	301	includes interview score
Quadrat	\$ 45,000.00	185	

*Pricing listed represents Pre-Construction Ph

DESCRIPTION: For construction manager

GL #	DESCRIPTION	Increase/(Decrease)
2321-735.00-804.000	CONSULTANTS	600,000.00