



GENESEE COUNTY
— M I C H I G A N —

Genesee County
Community & Economic Development Committee
Agenda

Wednesday, April 16, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

[RES-2025-1535](#) Approval of Meeting Minutes - March 5, 2025

[RES-2025-1536](#) Approval of Meeting Minutes - March 19, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-110](#) American Rescue Plan Act (ARPA) Update - Planning

[25-164](#) Impact Genesee Summit Update

[25-245](#) Sports Complex Discussion - Flint & Genesee Group

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1216](#) Approval of an amendment to a contract between Genesee County and Mundy Township to provide for the change of scope in CDBG funded projects; there is no change in costs

2. [RES-2025-1332](#) Approval of an agreement between Genesee County and the Flint & Genesee Group, in an amount not to exceed \$1,000,000, to provide for convention and visitor services; the cost of this agreement will be paid from accommodation tax collections

3. [RES-2025-1390](#) Approval of a funding request by the Midwest Invitational Rodeo, in an amount not to exceed \$15,000.00, to provide support for the upcoming rodeo at Genesee County's E.L. Cummings Center; the cost of this request will be paid from Genesee County's Accommodation Tax Fund

4. [RES-2025-1391](#) Approval of a funding request by the Flint City Bucks, in an amount not to exceed \$15,000.00, to provide support for the upcoming International Friendly Match between the Bucks and Atlas FC; the cost of this request will be paid from Genesee County's Accommodation Tax Fund

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1535

Agenda Date: 4/16/2025

Agenda #:

Approval of Meeting Minutes - March 5, 2025



**Genesee County
Community & Economic Development Committee
Meeting Minutes**

Wednesday, March 5, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

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

II. ROLL CALL

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

Commissioner Loyd entered the meeting at 5:32 PM.

III. APPROVAL OF MINUTES

[RES-2025-1267](#) Approval of Meeting Minutes - February 5, 2025

RESULT: APPROVED

MOVER: Dale K. Weighill

SECONDER: Brian K. Flewelling

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

Absent: Commissioner Loyd

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-102](#) 2025-2029 Consolidated Plan & 2025 Action Plan

VI. OLD BUSINESS

VII. NEW BUSINESS

1. [RES-2025-1203](#) Approval of an agreement between Genesee County and ERG Environmental Services to provide for Genesee County's Household Hazardous Waste Collection Program; the cost for this agreement will be paid from account 2321-735.00-872.006
- RESULT:** REFERRED
MOVER: James Avery
SECONDER: Dale K. Weighill
- Aye:** Chairperson Brown, Vice Chair Weighill,
Commissioner Avery, Commissioner Flewelling and
Commissioner Loyd

VIII. OTHER BUSINESS

- [RES-2025-1297](#) Letter of Support for Priority Waste's Materials Recovery Facility and Processing and Transfer Facility
- RESULT:** REFERRED
MOVER: Delrico J. Loyd
SECONDER: James Avery
- Aye:** Chairperson Brown, Vice Chair Weighill,
Commissioner Avery, Commissioner Flewelling and
Commissioner Loyd

IX. ADJOURNMENT

The meeting was adjourned at 5:48 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1536

Agenda Date: 4/16/2025

Agenda #:

Approval of Meeting Minutes - March 19, 2025



**Genesee County
Community & Economic Development Committee
Meeting Minutes**

Wednesday, March 19, 2025

5:30 PM

Harris Auditorium, 1101 Beach St.

I. CALL TO ORDER

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

II. ROLL CALL

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

Absent: Brian K. Flewelling and Delrico J. Loyd

III. APPROVAL OF MINUTES

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

[25-157](#) 2024 Annual Report - Explore Flint & Genesee

VI. OLD BUSINESS

1. [RES-2025-1297](#) Letter of Support for Priority Waste's Materials Recovery Facility and Processing and Transfer Facility

RESULT: REFERRED

MOVER: James Avery

SECONDER: Dale K. Weighill

Aye: Chairperson Brown, Vice Chair Weighill and Commissioner Avery

Absent: Commissioner Flewelling and Commissioner Loyd

VII. NEW BUSINESS

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 5:58 PM.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: 25-110

Agenda Date: 4/16/2025

Agenda #:

American Rescue Plan Act (ARPA) Update - Planning



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: 25-164

Agenda Date: 4/16/2025

Agenda #:

Impact Genesee Summit Update



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: 25-245

Agenda Date: 4/16/2025

Agenda #:

Sports Complex Discussion - Flint & Genesee Group



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1216

Agenda Date: 4/16/2025

Agenda #: 1.

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

From: Derek Bradshaw, Director

RE: Approval of the Mundy Township CDBG transfer request

BOARD ACTION REQUESTED:

The Allocation Committee is recommending approval of the fund transfer request as described below and requesting Genesee County Board Chairperson, Delrico Loyd to sign the contract amendment.

BACKGROUND:

Mundy Township is requesting to transfer funds from its 2024 Vocational Independence Program and Parks Programming projects to the 2024 Senior Center Operations project. The township Board of Trustees voted to make this recommendation.

DISCUSSION:

The requested transfer is shown below . No transfers between accounts are needed.

Amount	From Project	To Project
\$5,097.00	2024 Vocational Independence Program IDIS#: 2857 Acct#: 2340-704.17-899.000	2024 Senior Center Operations IDIS#: 2871 Acct#: 2340-704.17-899.000
\$5,097.00	2024 Parks Programming IDIS#: 2858 Acct#: 2340 -704.17-899.000	2024 Senior Center Operations IDIS#: 2871 Acct#: 2340-704.17-899.000

IMPACT ON HUMAN RESOURCES:

No impact on Human Resources.

IMPACT ON BUDGET:

HUD grant funds, no impact on general funds.

IMPACT ON FACILITIES:

No impact on facilities.

IMPACT ON TECHNOLOGY:

No impact on technology.

CONFORMITY TO COUNTY PRIORITIES:

To meet Genesee County's priority of healthy, livable, and safe communities, Community Development Block Grant Funds can be used for a wide range of projects that improve safety, livability, and accessibility, particularly for low-to-moderate income households.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize amending the Subrecipient Agreement between Genesee County and Mundy Township, said amendment being necessary to transfer funding in the amount of \$5,097.00 from their 2024 Vocational Independence Program, account 2340-704.17-899.000, to their 2024 Senior Center Operations Project, account 2340-704.17-899.000, and \$5,097.00 from their 2024 Parks Programming Project, account 2340-704.17-899.000, to their 2024 Senior Center Operations Project, account 2340-704.17-899.000, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the April 16, 2025 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to execute the contract amendment on behalf of Genesee County.

**Subrecipient Agreement Between
The County of Genesee
And
Mundy Township**

THIS AGREEMENT, made as of the _____ day of _____, **2024** between the County of Genesee, acting by and through the:

Genesee County Metropolitan Planning Commission
Community Development Program
Room 111, 1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

Mundy Township
3478 Mundy Ave, Swartz Creek, MI 48473

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing Community Development Block Grant (CDBG) funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the **Parks Programming** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Contract by reference, and included respectively as:

- Attachment A: Subrecipient's Initial Budget
- Attachment B: Project Signage Information
- Attachment C: Reimbursement Request Form
- Attachment C-1: Reimbursement Request Schedule
- Attachment D: Project Status and Accomplishments Report: Public Services
- Attachment E: Genesee County Labor Standards
- Attachment F: Genesee County Bid Procedures
- Attachment G: Minority/Women/Handicap Business Enterprise Procurement Procedures
- Attachment H: MBE/WBE/HBE Outreach Report
- Attachment I: Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
- Attachment J: Certification for Residents Seeking Section 3 Preference in Training and Employment
- Attachment K: Section 3 Summary Report
- Attachment L: Federal Award Information
- Attachment M: Documentation to Keep in Your CDBG Project Files
- Attachment O: SAM Registration

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the 2024 Community Development Block Grant program:

Mundy Township – Parks Programming

Mundy Township will provide funding to the Miracle League of Greater Flint (MLGF) for operational expenses associated with the creation of a baseball program for adults with disabilities. The program will take place at the Hill Road Park located at 1286 Hill Road, Mundy Township, MI 48507.

This activity will be funded with **\$5,097.00** of 2024 Genesee County CDBG funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the 30th day of September, 2025.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. PAYMENT AND BUDGET

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$5,097.00** in accordance with the Initial Budget attached hereto as Attachment A. Grantee will disburse Project funds for the payment of eligible expenses and reimbursement payments shall be made for eligible contract activities and in accordance with performance. Subrecipients are required to be registered in the County's accounting system to receive reimbursement payments from the Grantee electronically.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.305, 24 CFR 570.502, and 24 CFR 570.610.

The Grantee may require a more detailed budget breakdown than the one contained in Attachment A, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time **60 days prior to end of contract**. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from

the Subrecipient must be evidenced by a signed Resolution made by the Subrecipients governing body. Any request made by the Subrecipient to the County, for a transfer of funds shall be subject to approval by Resolution of the Genesee County Board of Commissioners.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient agrees to affirmatively further fair housing as required under Title I of the Housing and Community Development Act of 1974, as amended. The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees that a sign recognizing the funding organization and the Grantee may be placed at the jobsite during the project construction period. Any printed materials related to this project shall include the Genesee County logo.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the

Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.339, 24 CFR 570.502(a)(7) and 24 CFR 570.503 (b)(6), the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.101-102 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

H. Signage and Printed Materials

The subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo. An example of the sign can be found in the **Project Signage Information (Attachment B)**.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR Part 200.501) for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable terms and conditions imposed on the Grantee and required by the U.S. Department of Housing and Urban Development under 24 CFR Part 570, at Subpart K.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.502, 24 CFR 570.506, and 2 CFR 200.333-335 that are pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and Uniform Requirements; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- i. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Demographic data, not to be used for determination of eligibility, including race, ethnicity, and gender shall also be collected and maintained by the Subrecipient. The Subrecipient will report applicable client data with each request for reimbursement and in accordance with Section VI. C. of this Agreement. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the

terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty days of approval of the Subrecipient's submission using the **Reimbursement Request Form (Attachment C)** and documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this contract shall follow the **Reimbursement Request Schedule (Attachment C-1)**. The **Reimbursement Request Schedule** outlines due dates by which all requests for reimbursement must be submitted, based on the date the Subrecipient expended the funds. Requests for reimbursement will only be accepted through the Genesee County Neighborly Software platform.

The County retains the right to approve or reject reimbursement based on conformity with terms of this contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient according to provisions of 24 CFR 570.501(b), 570.503 (b)(1), and 2 CFR 200.328-331. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

The Subrecipient shall submit regular performance reports to the Grantee in the form, content, and frequency as required by the Grantee. The Subrecipient will submit a **Project Status and Accomplishments Report (Attachment D)** with each reimbursement request or as requested by the Grantee.

3. Program Income

The Subrecipient shall report monthly, or as it occurs, (whichever is a longer time period) all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy and provisions of 24 CFR 570.502 and 2 CFR 200.218-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the **Genesee County Labor Standards (Attachment E)**, and **Genesee County Bid Procedures (Attachment F)**.

2. Minority, Women and Handicapped Business Enterprise (MBE/WBE/HBE) Procurement

The Subrecipient will comply with the **Minority/Women/Handicapped Business Enterprise Procurement Procedures (Attachment G)**. The Subrecipient further agrees to utilize and complete an **MBE/WBE/HBE Outreach Report (Attachment H)** during the procurement process under the terms of this Agreement.

3. Section 3 Procurement

The Subrecipient agrees to submit to the Grantee completed **Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability (Attachment I)**, and **Certification for Resident Seeking Section 3 Preference in Training and Employment (Attachment J)** for all Business Concerns and Residents seeking Section 3 preference during the procurement process under this Agreement.

The Subrecipient further agrees to submit to the Grantee the **Section 3 Summary Report (Attachment K)** during the procurement process under this Agreement. The Section 3 Summary Report shall be completed by the Subrecipient and submitted to the Grantee for each project, regardless if a Section 3 business concern or resident, as described in Section VIII. C. 3. of this Agreement, was selected as a contractor or subcontractor, in order to measure the efforts made to comply with Section 3 requirements.

4. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HDCA); and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 60 states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance" (23 CFR 200.9 and 49 CFR 21). The Civil Rights Restoration act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs and activities" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; Section 3 of the HUD Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Antidiscrimination

The Subrecipient agrees to comply with the anti-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.601, 570.602, 570.607 as revised by Executive Order 13279, and 2 CFR 200.300, 200.321. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the

Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in 24 CFR 570.601 and the President's Executive Order 11246 of September 24, 1966. Upon request the Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

Following the provisions of 2 CFR 200.321, the Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer and abides by the provisions set forth in 24 CFR 570.602 and 2 CFR 200.300.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by

reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the **Genesee County Labor Standards (Attachment E)**.

3. Section 3:

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75 and 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient, and any of the Subrecipient Contractors and Subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient Contractors and Subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. With the execution of this Agreement, the Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all Prime and Subcontracts executed under this Agreement:

“135.38 Section 3 Clause

A. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that

employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

The Subrecipient further agrees to define Section 3 Residents as one of the following:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very-low-income households.

The Subrecipient further agrees to define Section 3 Business Concerns as one of the following:

1. Businesses that are 51% or more owned by Section 3 residents;

2. Business whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents.
3. Business that provide evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

Through the execution of this Agreement, the Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (Attachments E, F, and G). Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements, 24 CFR 570.611, and 2 CFR 200.112 and 200.318 which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), provisions of 24 CFR 570.200(a)(4) and 24 CFR 58.5(a), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Contract to be executed by their duly authorized agents.

County's Authorized Representative

Subrecipient's Authorized Representative

Date

Date

Attachment A

Subrecipient's Initial Budget

Description	CDBG Amount	Match Amount	Match Sources
Mundy Township shall provide funding to the Miracle League of Greater Flint (MLGF) for operational expenses associated with the creation of a baseball program for adults with disabilities. The program will take place at the Hill Road Park located at 1286 Hill Road, Mundy Township, MI 48507.	\$5,097	\$0	None

Attachment B

Project Signage Information

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the Subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo.



**Attachment C
Reimbursement Request Form**

Genesee County Community Development Block Grant (CDBG) Program

I. PROJECT INFORMATION

DATE: _____

Local Unit of Government Name: _____

Project/Activity Title: _____

Program Year: **2024**

Project Number: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

2024 Project Funding Amount: \$ _____

Funds Previously Requested: \$ _____

Balance Remaining Prior to This Request: \$ _____

III. CURRENT REIMBURSEMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Reimbursement Request: \$ _____

Balance Remaining After this Request: \$ _____

IV. EXPENSE ITEMS:

Completion of All Sections in this Part is Mandatory

<u>Use of Funds</u>	<u>CDBG Amount</u>	<u>Other Project Funds Amount</u>	<u>Other Project Source</u>
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
TOTAL:	\$ _____	\$ _____	

V. PROJECT STATUS REPORT / PERFORMANCE REPORT

The Project Status and Accomplishments Report is enclosed: YES NO

VI. AUTHORIZED SIGNATURE

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Attachment C-1
Reimbursement Request Schedule
Genesee County Community Development Block Grant (CDBG) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On December 15, 2024, the contractor installs new doors, or supplies are purchased for a senior center, etc.

Reimbursement: A Reimbursement Request Form and all backup documentation must be submitted through Neighborly no later than January 31, 2025.

For Expenses Incurred:

Reimbursement Request Due No Later Than:

October 1, 2024 – December 31, 2024

January 31, 2025

January 1, 2025 – March 31, 2025

April 30, 2025

April 1, 2025 – June 30, 2025

July 31, 2025

July 1, 2025 – September 30, 2025

October 31, 2025

NOTE:

These dates are subject to change based upon when HUD funding allocations are received, and contracts are signed with sub-recipients.

Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

Attachment D
Project Accomplishments & Reimbursement Request for Public Service Projects
 Genesee County Community Development Block Grant (CDBG) Program

I. PROJECT INFORMATION

DATE:

Local Unit of Government Name:

Project/Activity Title:

Program Year: **2024**

Reporting Period:

Report Prepared By:

Telephone Number:

II. DIRECT BENEFIT DATA BY PERSONS

Race	Current Reporting Period		Cumulative Count	
	Total Persons by Race	For Each Race, Number Hispanic/Latino	Total Persons by Race	For Each Race, Number Hispanic/Latino
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Total				

III. INCOME LEVELS FOR "PRESUMED BENEFIT" POPULATIONS SERVED

Check One	Group Served	Income Level
	Elderly (62 and older):	Low Income
	Abused Children:	Extremely Low Income
	Battered Spouses:	Low Income
	Persons with Disabilities:	Low Income
	Homeless Persons:	Extremely Low Income
	Illiterate Adults:	Low Income
	Persons with AIDS:	Low Income
	Migrant Farm Workers:	Low Income
	Other:	Moderate Income (unless otherwise documented)

IV. ACCOMPLISHMENT NARRATIVE / REIMBURSEMENT DETAILS

Use the space below to briefly explain what accomplishments have been achieved under this project to date & list all items included in this reimbursement request.

Attachment E
Genesee County Labor Standards
Genesee County Community Development Block Grant (CDBG) Program

- **Contract under \$2,000**

No Labor Standards required.

- **Contract exceeds \$2,000**

Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County Community Development Program staff at (810) 257-3010 **prior to advertising bid opportunities.**

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County Community Development Program staff at (810) 257-3010 to establish a preconstruction meeting **immediately after contract has been awarded.**

Attachment F
Genesee County Bid Procedures

Genesee County Community Development Block Grant (CDBG) Program

• **MANDATORY FOR ALL CONTRACTS**

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities
 - **Davis-Bacon Act:** Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages in order to receive reimbursement
4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Community Development Program offices, located at:

Room 111, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmnpc.org

• **Contract for Services/Emergency Repairs/Supplies Over \$250**

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

• **Contract Between \$250 and \$10,000**

Three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Community Development Program).

- **Contract Exceeds \$10,000**

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to Genesee County Community Development Program.)

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in subrecipient's file and copy sent to Genesee County Community Development Program).

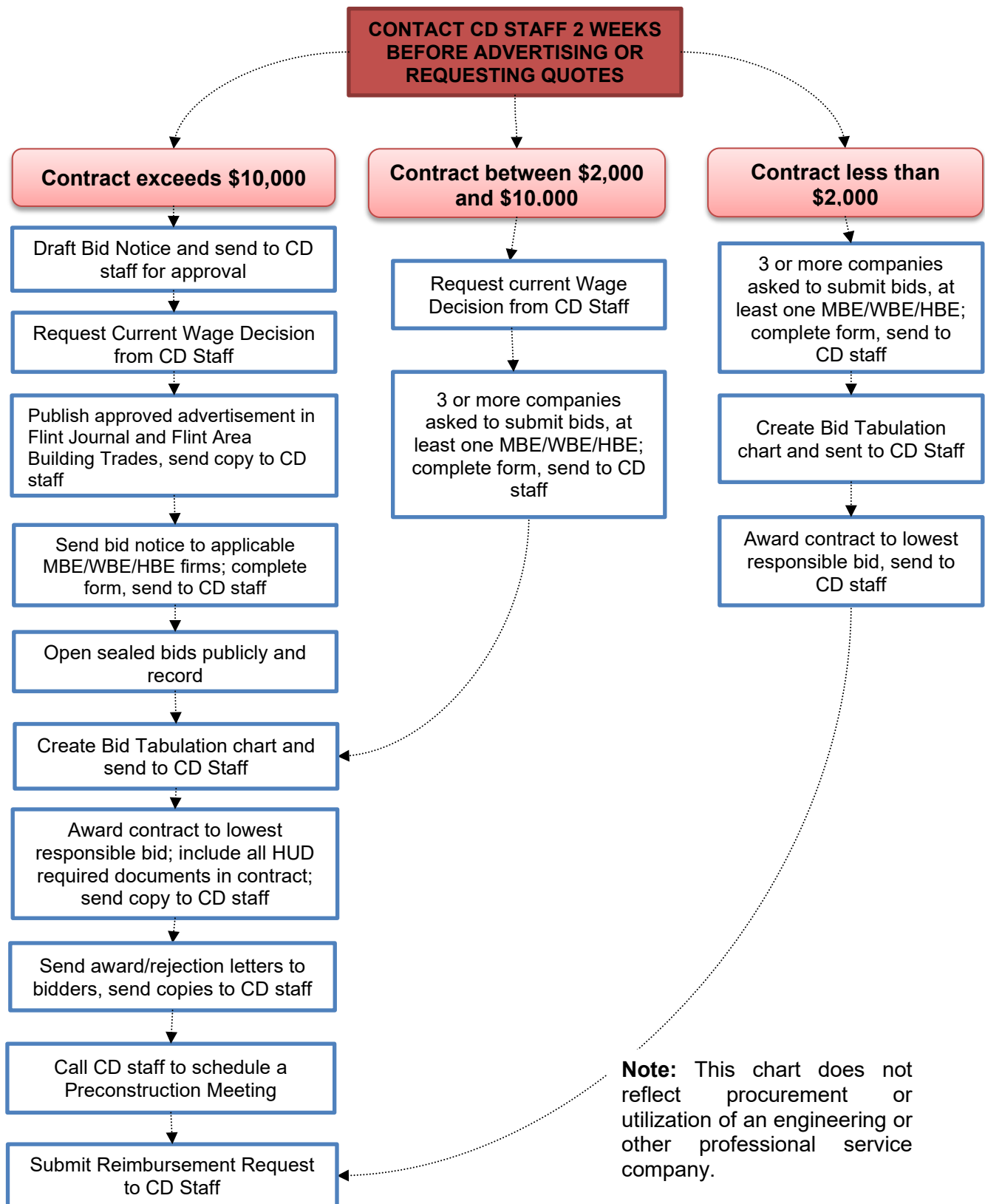
Lowest responsible bid should be awarded contract (letter of award/rejection placed in subrecipient's file and copy sent to Genesee County Community Development Program). **IF** lowest responsible bidder is not awarded, the subrecipient **must submit written justification and obtain approval** of the award from Genesee County Community Development Program staff.

- **Contract Equal to or Exceeds \$100,000**

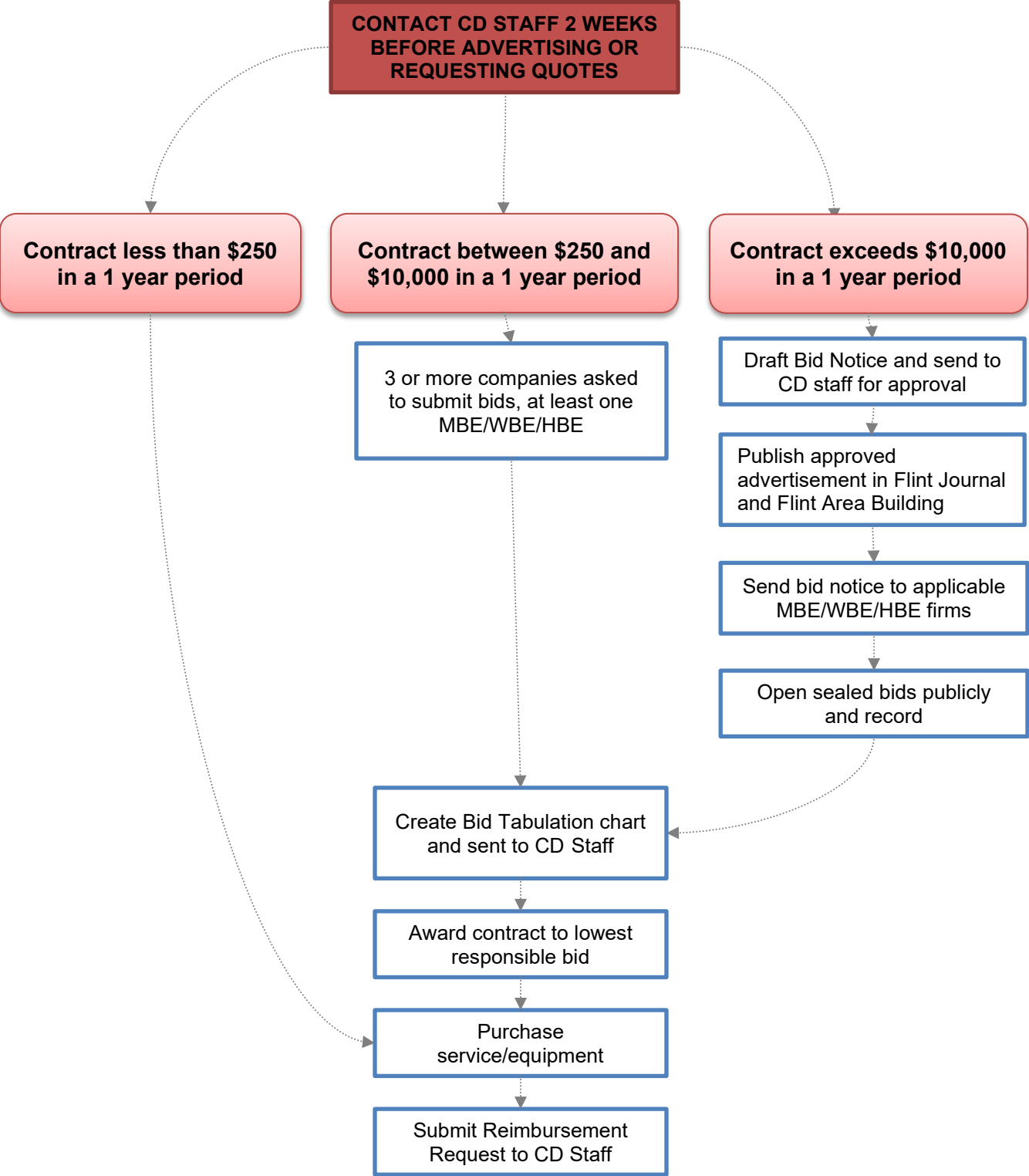
Follow requirements for a contract which exceeds \$100,000.

The work to be performed under these contracts, and any subsequent subcontracts for work performed under this amount of contract award, are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Bid notice must include reference of Section 3 opportunities available under this contract/subcontract. Any vacant employment positions, including training positions to be filled as a direct result of this contract/subcontract, must be in compliance with Section 3 requirements.

Community Development Block Grant (CDBG) Program Procurement Process for Construction Contracts



Community Development Block Grant (CDBG) Program Procurement Process for **Service/Equipment Contracts**



Attachment G
Minority/Women/Handicap Business Enterprise Procurement Procedures
Genesee County Community Development Block Grant (CDBG) Program

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); and HOME Investment Partnerships Program (HOME) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(I) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmprc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. Also see the Flint & Genesee Economic Alliance's Business Bridge: <https://developflintandgenesee.org/business-bridge/>

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment H
Genesee County MBE/WBE/HBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, and identification of selected MBE/WBE/HBE's.

- 1) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

 Authorizing Name and Signature

 Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one will apply.

For business claiming status as a Section 3 resident-owned business concern:

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Copy of previous year's income tax filings for Section 3 residents |

For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Copy of previous year's income tax filings for Section 3 residents |

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract
- Copy of all Subcontractors' previous year's income tax filings

FY 2024 Median Family Income for Flint and Genesee County MSA - \$78,300		
Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$27,900	\$33,480
Two Person	\$31,850	\$38,220
Three Person	\$35,850	\$43,020
Four Person	\$39,800	\$47,760
Five Person	\$43,000	\$51,600
Six Person	\$46,200	\$55,440
Seven Person	\$49,400	\$59,280
Eight Person	\$52,550	\$63,060

Attachment J

Certification For Residents For Seeking Section 3 Preference in Training and Employment
Genesee County Community Development Block Grant (CDBG) Program

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
_____ and meet the income eligibility guidelines for a low-
or very-low-income person as included in this Certification.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax filings
<input type="checkbox"/> Other evidence _____	

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

Print Name

Date

Signature

Date

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

**Attachment K
Section 3 Summary Report**

Genesee County Community Development Block Grant (CDBG) Program

Part I. Employment and Training

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	Number of Section 3 Trainees
Professionals			
Technicians			
Office/Clerical			
Construction by Trade (List)			
Trade -			
Trade -			
Trade -			
Trade -			
Other (List)			
Other -			
Other -			
Other -			
Other -			

Part II. Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount all non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III. Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (check all that apply)

___ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the neighborhood or within Genesee County, or similar methods

___ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents

___ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns

Attachment L
Federal Award Information

Genesee County Community Development Block Grant (CDBG) Program

- 1) Recipient Name: _____ Mundy Township _____
- 2) Recipient's Unique Entity Identifier: _____ WJ89UX1969H8 _____
- 3) Unique Federal Award Identification Number (FAIN): _____ B-24-UC-26-0001 _____
- 4) Federal Award Date: _____ 9/3/2024 _____
- 5) Period of Performance Start and End Date: _____ 10/1/2024 – 9/30/2025 _____
- 6) Amount of Federal Funds Obligated by this action: _____ \$5,097 _____
- 7) Total Amount of Federal Funds Obligated: _____ \$5,097 _____
- 8) Total Amount of the Federal Award: _____ \$5,097 _____
- 9) Budget Approved by the Federal Awarding Agency: _____ \$5,097 _____
- 10) Total Approved Cost Sharing or Matching where applicable: _____ N/A _____
- 11) Federal Award Project Description:
- Mundy Township shall provide funding to the Miracle League of Greater Flint (MLGF) for operational expenses associated with the creation of a baseball program for adults with disabilities. The program will take place at the Hill Road Park located at 1286 Hill Road, Mundy Township, MI 48507.
- 12) Name of federal awarding agency and contact information for awarding official: _____ HUD _____
- 13) CFDA Number and Name: _____ 14.218 _____
- 14) Identification of whether the award is R & D: _____ N/A _____
- 15) Indirect Cost Rate for the Federal Award: _____ N/A _____

Attachment M What Documentation Do I Keep in CDBG Project Files?

During On-site File Monitoring, staff is looking for all CDBG files located at Local Unit of Government offices to match the files kept at the GCMPC office. To ensure this, it is best that subrecipients copy and save any documentation submitted to GCMPC in respective project folders at the time of submission. Saving any relevant correspondences with GCMPC staff, or participating contractors, regarding a CDBG project is highly recommended. ****Each CDBG project should have its own project folder. HUD's recommended record retention is at least four years after the project's contract end date.**

The following details all documentation that should be kept on file, up-to-date and readily available upon request.

Required Documentation:

- Conflict of Interest Policy
- Certificate of Insurance (Liability Insurance)
- Internal Controls
- Chart of Accounts showing line item for CDBG
- SAM.gov registration

Documentation that should be in every project folder:

- **Project Application:** Save a copy of the project application in each project folder.
 - Public hearing publication, minutes, and sign-in sheet
 - Board resolution and/or meeting minutes for approval of proposed projects
- **Contract:**
 - Original signed contract
 - Any signed contract amendment(s)
 - Resolution or meeting minutes from local board approval of amendment if project funding or scope changes.
- **Reimbursement requests:**
 - Attachment A – Reimbursement Request Form
 - Attachment B – Accomplishment Data Sheet
 - Backup documentation (includes proof of purchase, proof of payment, etc.)
 - It is important that a copy of any reimbursement checks and/or corresponding letters received from GCMPC are saved in project folders.

Procurement for Projects:

1. **Public Service Projects:** Typically, this type of project will not have any procurement documentation. If there was a single item purchased for more than \$250, three price quotes should have been included with the reimbursement request.
2. **Construction Projects:**
 - a) Municipal staff or Genesee County Road Commission (GCRC) used to complete work

- Service Agreement/Contract between GCRC and local unit and/or notification from GCRC that they will be carrying out the project
 - Any invoices from GRCR that should have been included with the reimbursement request
- b) Contractor used to complete work
- Bid advertisement and wage decision
 - Minority outreach and Section 3 documentation (if applicable)
 - Bids received
 - Bid Tabulation Chart showing award to lowest responsible bidder
 - Board Resolution and or meeting minutes accepting bid award
 - Service agreement/contract between prime contractor and Local Unit of Government
3. **Demolition Projects:** Whether the bidding process is carried out by GCMPC or the subrecipient, all bidding documentation must be saved in the project folder.
- a) Pre-demolition Hazard Survey
- Do not have to go out for bid, must obtain three price quotes and award to lowest bidder
- b) Abatement and Demolition: Must go out for bid for each
- Bid advertisement and wage decision
 - Minority outreach and Section 3 documentation (if applicable)
 - Bids received
 - Bid Tabulation Chart showing award to lowest responsible bidder
 - Board Resolution and or meeting minutes accepting bid award
 - Service agreement/contract between prime contractor and subrecipient
- c) Disposal of House documentation (could have been submitted with a reimbursement request)
4. **Code Enforcement Projects:** Excel sheet showing the addresses that were inspected should have been submitted with reimbursement request(s). All addresses must be in low-to-moderate income areas.

For more information on construction procurement, visit the Program Year Bid Packet. This is included with CDBG contracts or can be requested from your project manager.

Attachment O
SAM Registration Expiration Dates

SAM registration must be updated annually. If you need assistance with this process, please contact your project manager. SAM registration must be current prior to signing contracts.

www.SAM.gov

<u>Local Unit</u>	<u>Unique Entity Identifier (UEI)</u>	<u>Expiration</u>
Argentine Township	MSC4L69SY148	4/11/2025
Atlas Township	PECMJ24MJSZ9	2/5/2025
City of Burton	JL8YL7QGJA64	10/15/2024
City of Davison	FWCBL8JLJNU8	1/11/2025
City of Fenton	M11FQ52KA1S1	8/30/2024
City of Flushing	L7XLZTLRQ9D1	4/16/2025
City of Grand Blanc	FU9VFSU6YJ62	1/4/2025
City of Linden	NMUEVC85CBH5	11/7/2024
City of Montrose	EVUMDVVR7TY9	12/5/2024
City of Mt. Morris	TT97CQJH64H6	12/26/2024
City of Swartz Creek	PELPKJKR8JM8	6/3/2025
Clayton Township	E22WNZBCNAH1	8/27/2024
Davison Township	LPQJJXQ1NC6	7/8/2025
Fenton Township	ZE5WSFGMD6D3	10/17/2024
Flint Township	MVZEKW75XER3	10/8/2024
Flushing Township	KLJHX6UJ3KG9	12/11/2024
Forest Township	TG2BCNSM7123	7/11/2025
Gaines Township	JPGBX4LH5LB3	12/31/2024
Genesee Township	JN4HV18XEPB6	11/30/2024
Grand Blanc Township	TXL3NJUKCKU3	12/10/2024
LSEM	WFM9K8AYR528	12/11/2024
Montrose Township	L7DXLXS6G8J5	12/5/2024
Mt. Morris Township	NK9BHY8KH5R1	4/2/2025
Mundy Township	WJ89UX1969H8	11/29/2024
Richfield Township	Q2J8MF2RGUE5	10/16/2024
Thetford Township	ZKLKW5UYMA75	11/17/2024
Vienna Township	KSSAM6D6PL39	2/13/2025
Village of Gaines	ULPGP1TM37Y8	12/13/2024
Village of Goodrich	RKFCLLRB4MJ4	9/10/2024
Village of Otisville	DVLQJPCV5NC3	11/7/2024

**Subrecipient Agreement Between
The County of Genesee
And
Mundy Township**

THIS AGREEMENT, made as of the _____ day of _____, **2024** between the County of Genesee, acting by and through the:

Genesee County Metropolitan Planning Commission
Community Development Program
Room 111, 1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

Mundy Township
3478 Mundy Ave, Swartz Creek, MI 48473

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing Community Development Block Grant (CDBG) funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the **2024 Senior Center Operations** project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Contract by reference, and included respectively as:

- Attachment A: Subrecipient's Initial Budget
- Attachment B: Project Signage Information
- Attachment C: Reimbursement Request Form
- Attachment C-1: Reimbursement Request Schedule
- Attachment D: Project Status and Accomplishments Report: Public Services
- Attachment E: Genesee County Labor Standards
- Attachment F: Genesee County Bid Procedures
- Attachment G: Minority/Women/Handicap Business Enterprise Procurement Procedures
- Attachment H: MBE/WBE/HBE Outreach Report
- Attachment I: Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
- Attachment J: Certification for Residents Seeking Section 3 Preference in Training and Employment
- Attachment K: Section 3 Summary Report
- Attachment L: Federal Award Information
- Attachment M: Documentation to Keep in Your CDBG Project Files
- Attachment O: SAM Registration

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the 2024 Community Development Block Grant program:

Mundy Township – Senior Center Operations

Mundy Township shall provide funding for operating costs, supplies, staff wages and senior activities at the Mundy Township Senior Enrichment Center, located at 3478 Mundy Ave, Swartz Creek, MI 48473.

This activity will be funded with **\$10,194.00** of 2024 Genesee County CDBG funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the 30th day of September, 2025.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. PAYMENT AND BUDGET

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,194.00** in accordance with the Initial Budget attached hereto as Attachment A. Grantee will disburse Project funds for the payment of eligible expenses and reimbursement payments shall be made for eligible contract activities and in accordance with performance. Subrecipients are required to be registered in the County's accounting system to receive reimbursement payments from the Grantee electronically.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.305, 24 CFR 570.502, and 24 CFR 570.610.

The Grantee may require a more detailed budget breakdown than the one contained in Attachment A, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time **60 days prior to end of contract**. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from the Subrecipient must be evidenced by a signed Resolution made by the Subrecipients governing body. Any request made by the Subrecipient to the County, for a transfer of

funds shall be subject to approval by Resolution of the Genesee County Board of Commissioners.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient agrees to affirmatively further fair housing as required under Title I of the Housing and Community Development Act of 1974, as amended. The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees that a sign recognizing the funding organization and the Grantee may be placed at the jobsite during the project construction period. Any printed materials related to this project shall include the Genesee County logo.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.339, 24 CFR 570.502(a)(7) and 24 CFR 570.503 (b)(6), the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.101-102 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

H. Signage and Printed Materials

The subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo. An example of the sign can be found in the **Project Signage Information (Attachment B)**.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR Part 200.501) for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable terms and conditions imposed on the Grantee and required by the U.S. Department of Housing and Urban Development under 24 CFR Part 570, at Subpart K.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.502, 24 CFR 570.506, and 2 CFR 200.333-335 that are

pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and Uniform Requirements; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- i. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Demographic data, not to be used for determination of eligibility, including race, ethnicity, and gender shall also be collected and maintained by the Subrecipient. The Subrecipient will report applicable client data with each request for reimbursement and in accordance with Section VI. C. of this Agreement. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty days of approval of the Subrecipient's submission using the **Reimbursement Request Form (Attachment C)** and documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this contract shall follow the **Reimbursement Request Schedule (Attachment C-1)**. The **Reimbursement Request Schedule** outlines due dates by which all requests for reimbursement must be submitted, based on the date the Subrecipient expended the funds. Requests for reimbursement will only be accepted through the Genesee County Neighborly Software platform.

The County retains the right to approve or reject reimbursement based on conformity with terms of this contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient according to provisions of 24 CFR 570.501(b), 570.503 (b)(1), and 2 CFR 200.328-331. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

The Subrecipient shall submit regular performance reports to the Grantee in the form, content, and frequency as required by the Grantee. The Subrecipient will submit a **Project Status and Accomplishments Report (Attachment D)** with each reimbursement request or as requested by the Grantee.

3. Program Income

The Subrecipient shall report monthly, or as it occurs, (whichever is a longer time period) all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy and provisions of 24 CFR 570.502 and 2 CFR 200.218-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the **Genesee County Labor Standards (Attachment E)**, and **Genesee County Bid Procedures (Attachment F)**.

2. Minority, Women and Handicapped Business Enterprise (MBE/WBE/HBE) Procurement

The Subrecipient will comply with the **Minority/Women/Handicapped Business Enterprise Procurement Procedures (Attachment G)**. The Subrecipient further agrees to utilize and complete an **MBE/WBE/HBE Outreach Report (Attachment H)** during the procurement process under the terms of this Agreement.

3. Section 3 Procurement

The Subrecipient agrees to submit to the Grantee completed **Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability (Attachment I)**, and **Certification for Resident Seeking Section 3 Preference in Training and Employment (Attachment J)** for all Business Concerns and Residents seeking Section 3 preference during the procurement process under this Agreement.

The Subrecipient further agrees to submit to the Grantee the **Section 3 Summary Report (Attachment K)** during the procurement process under this Agreement. The Section 3 Summary Report shall be completed by the Subrecipient and submitted to the Grantee for each project, regardless if a Section 3 business concern or resident, as described in Section VIII. C. 3. of this Agreement, was selected as a contractor or subcontractor, in order to measure the efforts made to comply with Section 3 requirements.

4. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement

were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HDCA); and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 60 states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance" (23 CFR 200.9 and 49 CFR 21). The Civil Rights Restoration act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs and activities" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; Section 3 of the HUD Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Antidiscrimination

The Subrecipient agrees to comply with the anti-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.601, 570.602, 570.607 as revised by Executive Order 13279, and 2 CFR 200.300, 200.321. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program

assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in 24 CFR 570.601 and the President's Executive Order 11246 of September 24, 1966. Upon request the Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

Following the provisions of 2 CFR 200.321, the Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer and abides by the provisions set forth in 24 CFR 570.602 and 2 CFR 200.300.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the **Genesee County Labor Standards (Attachment E)**.

3. Section 3:

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75 and 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient, and any of the Subrecipient Contractors and Subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient Contractors and Subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. With the execution of this Agreement, the Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all Prime and Subcontracts executed under this Agreement:

“135.38 Section 3 Clause

A. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible,

be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

The Subrecipient further agrees to define Section 3 Residents as one of the following:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very-low-income households.

The Subrecipient further agrees to define Section 3 Business Concerns as one of the following:

1. Businesses that are 51% or more owned by Section 3 residents;
2. Business whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents.

3. Business that provide evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

Through the execution of this Agreement, the Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (Attachments E, F, and G). Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements, 24 CFR 570.611, and 2 CFR 200.112 and 200.318 which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), provisions of 24 CFR 570.200(a)(4) and 24 CFR 58.5(a), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Contract to be executed by their duly authorized agents.

County's Authorized Representative

Subrecipient's Authorized Representative

County's Witness

Subrecipient's Witness

Date

Date

Attachment A

Subrecipient's Initial Budget

Description	CDBG Amount	Match Amount	Match Sources
Mundy Township shall provide funding for operating costs, supplies, staff wages and senior activities at the Mundy Township Senior Enrichment Center, located at 3478 Mundy Ave, Swartz Creek, MI 48473.	\$10,194	\$0	None

Attachment B

Project Signage Information

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the Subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo.



**Attachment C
Reimbursement Request Form**

Genesee County Community Development Block Grant (CDBG) Program

I. PROJECT INFORMATION

DATE: _____

Local Unit of Government Name: _____

Project/Activity Title: _____

Program Year: **2024**

Project Number: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

2024 Project Funding Amount: \$ _____

Funds Previously Requested: \$ _____

Balance Remaining Prior to This Request: \$ _____

III. CURRENT REIMBURSEMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Reimbursement Request: \$ _____

Balance Remaining After this Request: \$ _____

IV. EXPENSE ITEMS:

Completion of All Sections in this Part is Mandatory

<u>Use of Funds</u>	<u>CDBG Amount</u>	<u>Other Project Funds Amount</u>	<u>Other Project Source</u>
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
TOTAL:	\$ _____	\$ _____	

V. PROJECT STATUS REPORT / PERFORMANCE REPORT

The Project Status and Accomplishments Report is enclosed: YES NO

VI. AUTHORIZED SIGNATURE

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Attachment C-1
Reimbursement Request Schedule
Genesee County Community Development Block Grant (CDBG) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On December 15, 2024, the contractor installs new doors, or supplies are purchased for a senior center, etc.

Reimbursement: A Reimbursement Request Form and all backup documentation must be submitted through Neighborly no later than January 31, 2025.

For Expenses Incurred:

Reimbursement Request Due No Later Than:

October 1, 2024 – December 31, 2024

January 31, 2025

January 1, 2025 – March 31, 2025

April 30, 2025

April 1, 2025 – June 30, 2025

July 31, 2025

July 1, 2025 – September 30, 2025

October 31, 2025

NOTE:

These dates are subject to change based upon when HUD funding allocations are received, and contracts are signed with sub-recipients.

Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

Attachment D
Project Accomplishments & Reimbursement Request for Public Service Projects
 Genesee County Community Development Block Grant (CDBG) Program

I. PROJECT INFORMATION

DATE:

Local Unit of Government Name:

Project/Activity Title:

Program Year: **2024**

Reporting Period:

Report Prepared By:

Telephone Number:

II. DIRECT BENEFIT DATA BY PERSONS

Race	Current Reporting Period		Cumulative Count	
	Total Persons by Race	For Each Race, Number Hispanic/Latino	Total Persons by Race	For Each Race, Number Hispanic/Latino
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Total				

III. INCOME LEVELS FOR "PRESUMED BENEFIT" POPULATIONS SERVED

Check One	Group Served	Income Level
	Elderly (62 and older):	Low Income
	Abused Children:	Extremely Low Income
	Battered Spouses:	Low Income
	Persons with Disabilities:	Low Income
	Homeless Persons:	Extremely Low Income
	Illiterate Adults:	Low Income
	Persons with AIDS:	Low Income
	Migrant Farm Workers:	Low Income
	Other:	Moderate Income (unless otherwise documented)

IV. ACCOMPLISHMENT NARRATIVE / REIMBURSEMENT DETAILS

Use the space below to briefly explain what accomplishments have been achieved under this project to date & list all items included in this reimbursement request.

Attachment E
Genesee County Labor Standards
Genesee County Community Development Block Grant (CDBG) Program

- **Contract under \$2,000**

No Labor Standards required.

- **Contract exceeds \$2,000**

Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County Community Development Program staff at (810) 257-3010 **prior to advertising bid opportunities.**

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County Community Development Program staff at (810) 257-3010 to establish a preconstruction meeting **immediately after contract has been awarded.**

Attachment F
Genesee County Bid Procedures

Genesee County Community Development Block Grant (CDBG) Program

- **MANDATORY FOR ALL CONTRACTS**

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities
 - **Davis-Bacon Act:** Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages in order to receive reimbursement
4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Community Development Program offices, located at:

Room 111, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmnpc.org

- **Contract for Services/Emergency Repairs/Supplies Over \$250**

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

- **Contract Between \$250 and \$10,000**

Three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Community Development Program).

- **Contract Exceeds \$10,000**

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to Genesee County Community Development Program.)

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in subrecipient's file and copy sent to Genesee County Community Development Program).

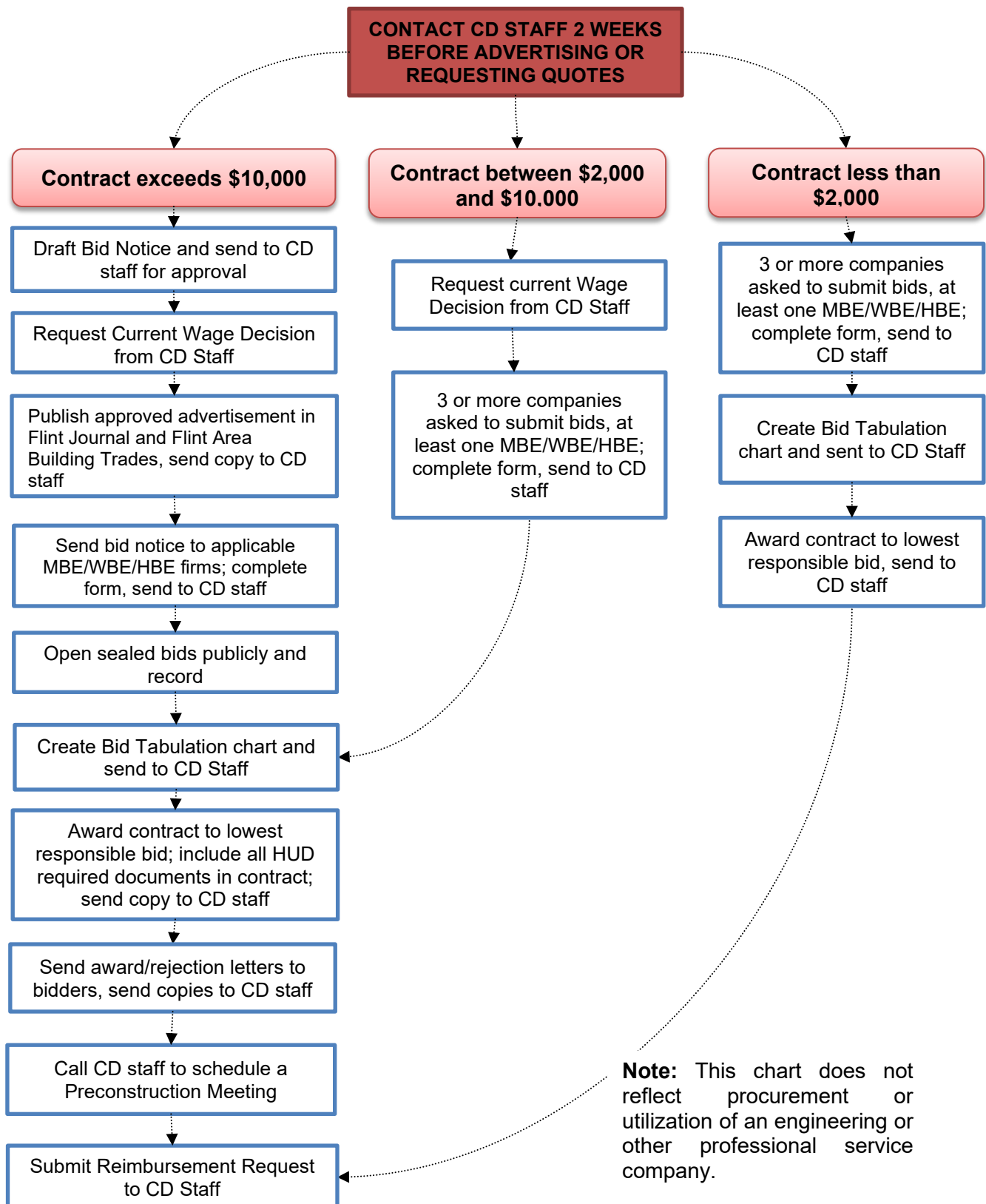
Lowest responsible bid should be awarded contract (letter of award/rejection placed in subrecipient's file and copy sent to Genesee County Community Development Program). **IF** lowest responsible bidder is not awarded, the subrecipient **must submit written justification and obtain approval** of the award from Genesee County Community Development Program staff.

- **Contract Equal to or Exceeds \$100,000**

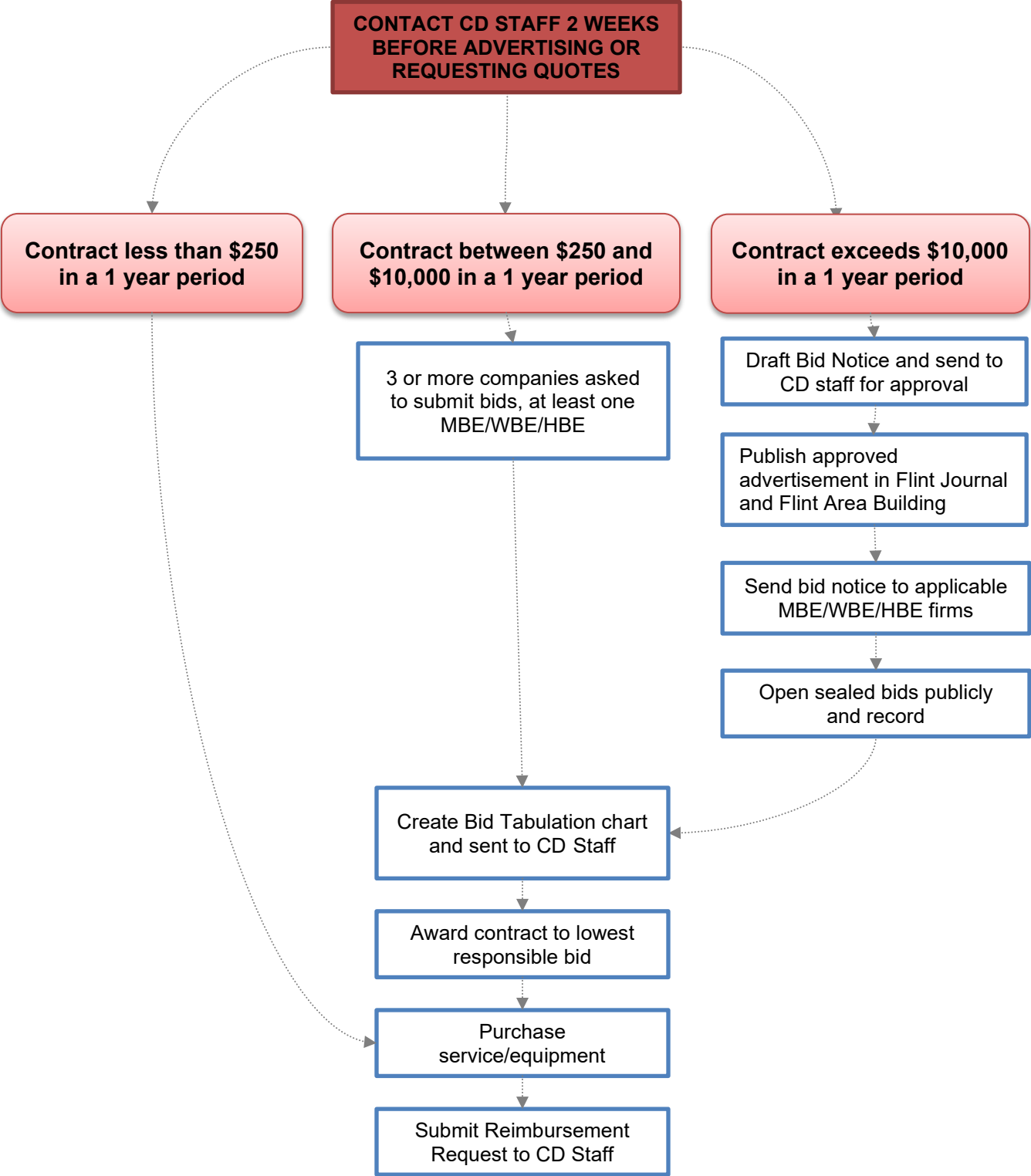
Follow requirements for a contract which exceeds \$100,000.

The work to be performed under these contracts, and any subsequent subcontracts for work performed under this amount of contract award, are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Bid notice must include reference of Section 3 opportunities available under this contract/subcontract. Any vacant employment positions, including training positions to be filled as a direct result of this contract/subcontract, must be in compliance with Section 3 requirements.

Community Development Block Grant (CDBG) Program Procurement Process for Construction Contracts



Community Development Block Grant (CDBG) Program Procurement Process for **Service/Equipment Contracts**



Attachment G
Minority/Women/Handicap Business Enterprise Procurement Procedures
Genesee County Community Development Block Grant (CDBG) Program

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); and HOME Investment Partnerships Program (HOME) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(I) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmpc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. Also see the Flint & Genesee Economic Alliance's Business Bridge: <https://developflintandgenesee.org/business-bridge/>

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment H
Genesee County MBE/WBE/HBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, and identification of selected MBE/WBE/HBE's.

- 1) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

 Authorizing Name and Signature

 Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one will apply.

For business claiming status as a Section 3 resident-owned business concern:

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Copy of previous year's income tax filings for Section 3 residents |

For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Copy of previous year's income tax filings for Section 3 residents |

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract
- Copy of all Subcontractors' previous year's income tax filings

FY 2024 Median Family Income for Flint and Genesee County MSA - \$78,300		
Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$27,900	\$33,480
Two Person	\$31,850	\$38,220
Three Person	\$35,850	\$43,020
Four Person	\$39,800	\$47,760
Five Person	\$43,000	\$51,600
Six Person	\$46,200	\$55,440
Seven Person	\$49,400	\$59,280
Eight Person	\$52,550	\$63,060

Attachment J

Certification For Residents For Seeking Section 3 Preference in Training and Employment
Genesee County Community Development Block Grant (CDBG) Program

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
_____ and meet the income eligibility guidelines for a low-
or very-low-income person as included in this Certification.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax filings
<input type="checkbox"/> Other evidence _____	

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

Print Name

Date

Signature

Date

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

Attachment K
Section 3 Summary Report

Genesee County Community Development Block Grant (CDBG) Program

Part I. Employment and Training

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	Number of Section 3 Trainees
Professionals			
Technicians			
Office/Clerical			
Construction by Trade (List)			
Trade -			
Trade -			
Trade -			
Trade -			
Other (List)			
Other -			
Other -			
Other -			
Other -			

Part II. Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount all non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III. Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (check all that apply)

___ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the neighborhood or within Genesee County, or similar methods

___ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents

___ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns

Attachment L
Federal Award Information

Genesee County Community Development Block Grant (CDBG) Program

- 1) Recipient Name: _____ Mundy Township _____
- 2) Recipient's Unique Entity Identifier: _____ WJ89UX1969H8 _____
- 3) Unique Federal Award Identification Number (FAIN): _____ B-24-UC-26-0001 _____
- 4) Federal Award Date: _____ 6/27/2024 _____
- 5) Period of Performance Start and End Date: _____ 9/1/2024 – 8/31/2025 _____
- 6) Amount of Federal Funds Obligated by this action: _____ \$10,194 _____
- 7) Total Amount of Federal Funds Obligated: _____ \$10,194 _____
- 8) Total Amount of the Federal Award: _____ \$10,194 _____
- 9) Budget Approved by the Federal Awarding Agency: _____ \$10,194 _____
- 10) Total Approved Cost Sharing or Matching where applicable: _____ N/A _____
- 11) Federal Award Project Description:
- Mundy Township shall provide funding for operating costs, supplies, staff wages and senior activities at the Mundy Township Senior Enrichment Center, located at 3478 Mundy Ave, Swartz Creek, MI 48473.
- 12) Name of federal awarding agency and contact information for awarding official: _____ HUD _____
- 13) CFDA Number and Name: _____ 14.218 _____
- 14) Identification of whether the award is R & D: _____ N/A _____
- 15) Indirect Cost Rate for the Federal Award: _____ N/A _____

Attachment M What Documentation Do I Keep in CDBG Project Files?

During On-site File Monitoring, staff is looking for all CDBG files located at Local Unit of Government offices to match the files kept at the GCMPC office. To ensure this, it is best that subrecipients copy and save any documentation submitted to GCMPC in respective project folders at the time of submission. Saving any relevant correspondences with GCMPC staff, or participating contractors, regarding a CDBG project is highly recommended. ****Each CDBG project should have its own project folder. HUD's recommended record retention is at least four years after the project's contract end date.**

The following details all documentation that should be kept on file, up-to-date and readily available upon request.

Required Documentation:

- Conflict of Interest Policy
- Certificate of Insurance (Liability Insurance)
- Internal Controls
- Chart of Accounts showing line item for CDBG
- SAM.gov registration

Documentation that should be in every project folder:

- **Project Application:** Save a copy of the project application in each project folder.
 - Public hearing publication, minutes, and sign-in sheet
 - Board resolution and/or meeting minutes for approval of proposed projects
- **Contract:**
 - Original signed contract
 - Any signed contract amendment(s)
 - Resolution or meeting minutes from local board approval of amendment if project funding or scope changes.
- **Reimbursement requests:**
 - Attachment A – Reimbursement Request Form
 - Attachment B – Accomplishment Data Sheet
 - Backup documentation (includes proof of purchase, proof of payment, etc.)
 - It is important that a copy of any reimbursement checks and/or corresponding letters received from GCMPC are saved in project folders.

Procurement for Projects:

1. **Public Service Projects:** Typically, this type of project will not have any procurement documentation. If there was a single item purchased for more than \$250, three price quotes should have been included with the reimbursement request.
2. **Construction Projects:**
 - a) Municipal staff or Genesee County Road Commission (GCRC) used to complete work

- Service Agreement/Contract between GCRC and local unit and/or notification from GCRC that they will be carrying out the project
 - Any invoices from GRCR that should have been included with the reimbursement request
- b) Contractor used to complete work
- Bid advertisement and wage decision
 - Minority outreach and Section 3 documentation (if applicable)
 - Bids received
 - Bid Tabulation Chart showing award to lowest responsible bidder
 - Board Resolution and or meeting minutes accepting bid award
 - Service agreement/contract between prime contractor and Local Unit of Government
3. **Demolition Projects:** Whether the bidding process is carried out by GCMPC or the subrecipient, all bidding documentation must be saved in the project folder.
- a) Pre-demolition Hazard Survey
- Do not have to go out for bid, must obtain three price quotes and award to lowest bidder
- b) Abatement and Demolition: Must go out for bid for each
- Bid advertisement and wage decision
 - Minority outreach and Section 3 documentation (if applicable)
 - Bids received
 - Bid Tabulation Chart showing award to lowest responsible bidder
 - Board Resolution and or meeting minutes accepting bid award
 - Service agreement/contract between prime contractor and subrecipient
- c) Disposal of House documentation (could have been submitted with a reimbursement request)
4. **Code Enforcement Projects:** Excel sheet showing the addresses that were inspected should have been submitted with reimbursement request(s). All addresses must be in low-to-moderate income areas.

For more information on construction procurement, visit the Program Year Bid Packet. This is included with CDBG contracts or can be requested from your project manager.

Attachment O
SAM Registration Expiration Dates

SAM registration must be updated annually. If you need assistance with this process, please contact your project manager. SAM registration must be current prior to signing contracts.

www.SAM.gov

<u>Local Unit</u>	<u>Unique Entity Identifier (UEI)</u>	<u>Expiration</u>
Argentine Township	MSC4L69SY148	4/11/2025
Atlas Township	PECMJ24MJSZ9	2/5/2025
City of Burton	JL8YL7QGJA64	10/15/2024
City of Davison	FWCBL8JLJNU8	1/11/2025
City of Fenton	M11FQ52KA1S1	8/30/2024
City of Flushing	L7XLZTLRQ9D1	4/16/2025
City of Grand Blanc	FU9VFSU6YJ62	1/4/2025
City of Linden	NMUEVC85CBH5	11/7/2024
City of Montrose	EVUMDVVR7TY9	12/5/2024
City of Mt. Morris	TT97CQJH64H6	12/26/2024
City of Swartz Creek	PELPKJKR8JM8	6/3/2025
Clayton Township	E22WNZBCNAH1	8/27/2024
Davison Township	LPQJJXQ1NC6	7/8/2025
Fenton Township	ZE5WSFGMD6D3	10/17/2024
Flint Township	MVZEKW75XER3	10/8/2024
Flushing Township	KLJHX6UJ3KG9	12/11/2024
Forest Township	TG2BCNSM7123	7/11/2025
Gaines Township	JPGBX4LH5LB3	12/31/2024
Genesee Township	JN4HV18XEPB6	11/30/2024
Grand Blanc Township	TXL3NJUKCKU3	12/10/2024
LSEM	WFM9K8AYR528	12/11/2024
Montrose Township	L7DXLXS6G8J5	12/5/2024
Mt. Morris Township	NK9BHY8KH5R1	4/2/2025
Mundy Township	WJ89UX1969H8	11/29/2024
Richfield Township	Q2J8MF2RGUE5	10/16/2024
Thetford Township	ZKCLKW5UYMA75	11/17/2024
Vienna Township	KSSAM6D6PL39	2/13/2025
Village of Gaines	ULPGP1TM37Y8	12/13/2024
Village of Goodrich	RKFCLLRB4MJ4	9/10/2024
Village of Otisville	DVLQJPCV5NC3	11/7/2024

**Subrecipient Agreement Between
The County of Genesee
And
Mundy Township**

THIS AGREEMENT, made as of the _____ day of _____, **2024** between the County of Genesee, acting by and through the:

Genesee County Metropolitan Planning Commission
Community Development Program
Room 111, 1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

Mundy Township
3478 Mundy Ave, Swartz Creek, MI 48473

Hereinafter referred to as the "Subrecipient", and

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing Community Development Block Grant (CDBG) funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

The Subrecipient will be responsible for administering the **Vocational Independence Program** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. The following attachments are hereby incorporated to this Contract by reference, and included respectively as:

- Attachment A: Subrecipient's Initial Budget
- Attachment B: Project Signage Information
- Attachment C: Reimbursement Request Form
- Attachment C-1: Reimbursement Request Schedule
- Attachment D: Project Status and Accomplishments Report: Public Services
- Attachment E: Genesee County Labor Standards
- Attachment F: Genesee County Bid Procedures
- Attachment G: Minority/Women/Handicap Business Enterprise Procurement Procedures
- Attachment H: MBE/WBE/HBE Outreach Report
- Attachment I: Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
- Attachment J: Certification for Residents Seeking Section 3 Preference in Training and Employment
- Attachment K: Section 3 Summary Report
- Attachment L: Federal Award Information
- Attachment M: Documentation to Keep in Your CDBG Project Files
- Attachment O: SAM Registration

If a conflict exists between this document and those incorporated by reference, this document governs.

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the 2024 Community Development Block Grant program:

Mundy Township – Vocational Independence Program

Mundy Township will provide funding to the Vocational Independence Program (VIP) for job training for adults with disabilities at 5069 Van Slyke Road, Flint, MI 48507.

This activity will be funded with **\$5,097.00** of 2024 Genesee County CDBG funds.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will benefit low- and moderate-income persons.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the 30th day of September, 2025.

The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. PAYMENT AND BUDGET

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$5,097.00** in accordance with the Initial Budget attached hereto as Attachment A. Grantee will disburse Project funds for the payment of eligible expenses and reimbursement payments shall be made for eligible contract activities and in accordance with performance. Subrecipients are required to be registered in the County's accounting system to receive reimbursement payments from the Grantee electronically.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.305, 24 CFR 570.502, and 24 CFR 570.610.

The Grantee may require a more detailed budget breakdown than the one contained in Attachment A, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. AMENDMENTS

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

The Grantee or Subrecipient may amend the funding amount of this Agreement at any time **60 days prior to end of contract**. Such requests for amendments shall make specific reference to this Agreement and must include reference to any other agreement that funds shall be transferred to or from. An amendment based on a transfer of funds from the Subrecipient must be evidenced by a signed Resolution made by the Subrecipients governing body. Any request made by the Subrecipient to the County, for a transfer of

funds shall be subject to approval by Resolution of the Genesee County Board of Commissioners.

V. NOTICES

Notices required by the Grantee under this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient agrees to affirmatively further fair housing as required under Title I of the Housing and Community Development Act of 1974, as amended. The Subrecipient agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient also agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees that a sign recognizing the funding organization and the Grantee may be placed at the jobsite during the project construction period. Any printed materials related to this project shall include the Genesee County logo.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR Part 200.325 and 200.447, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Suspension or Termination

In accordance with 2 CFR Part 200.339, 24 CFR 570.502(a)(7) and 24 CFR 570.503 (b)(6), the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.101-102 Uniform Administrative Requirements, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

H. Signage and Printed Materials

The subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo. An example of the sign can be found in the **Project Signage Information (Attachment B)**.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

All Subrecipients, which are governmental entities (including public agencies), shall comply with the requirements and standards of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements (2 CFR Part 200.501) for Federal Awards (Uniform Requirements) as may be amended.

The Subrecipient will abide by all applicable terms and conditions imposed on the Grantee and required by the U.S. Department of Housing and Urban Development under 24 CFR Part 570, at Subpart K.

The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.502, 24 CFR 570.506, and 2 CFR 200.333-335 that are

pertinent to the activities to be funded under this Agreement. All records shall be made available to the County and its representatives. Such records shall include but not be limited to:

- a. The original, or a copy, of this executed Agreement
- b. Records providing a full description of each activity undertaken;
- c. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- d. Records required to determine the eligibility of activities;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- g. Financial records as required by 24 CFR 570.502, and Uniform Requirements; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- i. The Subrecipient will abide by all applicable policies and procedures imposed by the Genesee County Board of Commissioners and its designated administrative agents.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Demographic data, not to be used for determination of eligibility, including race, ethnicity, and gender shall also be collected and maintained by the Subrecipient. The Subrecipient will report applicable client data with each request for reimbursement and in accordance with Section VI. C. of this Agreement. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by State and Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement that are consistent with any approved budget and Grantee policy concerning payments. The Grantee shall reimburse the Subrecipient for eligible costs within thirty days of approval of the Subrecipient's submission using the **Reimbursement Request Form (Attachment C)** and documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this contract shall follow the **Reimbursement Request Schedule (Attachment C-1)**. The **Reimbursement Request Schedule** outlines due dates by which all requests for reimbursement must be submitted, based on the date the Subrecipient expended the funds. Requests for reimbursement will only be accepted through the Genesee County Neighborly Software platform.

The County retains the right to approve or reject reimbursement based on conformity with terms of this contract. Prompt reimbursement shall be contingent upon full contractual compliance and submittal of requisite documentation.

2. Performance Monitoring and Accomplishment Reports

The Grantee will monitor the performance of the Subrecipient according to provisions of 24 CFR 570.501(b), 570.503 (b)(1), and 2 CFR 200.328-331. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

The Subrecipient shall submit regular performance reports to the Grantee in the form, content, and frequency as required by the Grantee. The Subrecipient will submit a **Project Status and Accomplishments Report (Attachment D)** with each reimbursement request or as requested by the Grantee.

3. Program Income

The Subrecipient shall report monthly, or as it occurs, (whichever is a longer time period) all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy and provisions of 24 CFR 570.502 and 2 CFR 200.218-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

The Subrecipient will comply with the **Genesee County Labor Standards (Attachment E)**, and **Genesee County Bid Procedures (Attachment F)**.

2. Minority, Women and Handicapped Business Enterprise (MBE/WBE/HBE) Procurement

The Subrecipient will comply with the **Minority/Women/Handicapped Business Enterprise Procurement Procedures (Attachment G)**. The Subrecipient further agrees to utilize and complete an **MBE/WBE/HBE Outreach Report (Attachment H)** during the procurement process under the terms of this Agreement.

3. Section 3 Procurement

The Subrecipient agrees to submit to the Grantee completed **Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability (Attachment I)**, and **Certification for Resident Seeking Section 3 Preference in Training and Employment (Attachment J)** for all Business Concerns and Residents seeking Section 3 preference during the procurement process under this Agreement.

The Subrecipient further agrees to submit to the Grantee the **Section 3 Summary Report (Attachment K)** during the procurement process under this Agreement. The Section 3 Summary Report shall be completed by the Subrecipient and submitted to the Grantee for each project, regardless if a Section 3 business concern or resident, as described in Section VIII. C. 3. of this Agreement, was selected as a contractor or subcontractor, in order to measure the efforts made to comply with Section 3 requirements.

4. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the Uniform Requirements.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of Uniform Requirements and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement

were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HDCA); and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the 1964 Civil Rights Act, Section 60 states "no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance" (23 CFR 200.9 and 49 CFR 21). The Civil Rights Restoration act of 1987 broadened the scope of Title VI, clarified the intent, and expanded the definition of the terms "programs and activities" to include all programs and activities of Federal-aid recipients, subrecipients, and contractors, whether such programs are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

1. Compliance

The Subrecipient agrees to comply with provisions of Titles VI and VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended; Section 3 of the HUD Act of 1968, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Antidiscrimination

The Subrecipient agrees to comply with the anti-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.601, 570.602, 570.607 as revised by Executive Order 13279, and 2 CFR 200.300, 200.321. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program

assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in 24 CFR 570.601 and the President's Executive Order 11246 of September 24, 1966. Upon request the Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

2. Minority, Women and Handicapped Owned Business Enterprises (M/W/HBE)

Following the provisions of 2 CFR 200.321, the Subrecipient will use its best efforts to afford small businesses, minority business enterprises, handicapped owned business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Alaskan/North American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity (EEO) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer and abides by the provisions set forth in 24 CFR 570.602 and 2 CFR 200.300.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Subrecipient for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient will comply with the policies contained on the **Genesee County Labor Standards (Attachment E)**.

3. Section 3:

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75 and 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient, and any of the Subrecipient Contractors and Subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient Contractors and Subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. With the execution of this Agreement, the Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these Section 3 requirements and to include the following language in all Prime and Subcontracts executed under this Agreement:

“135.38 Section 3 Clause

A. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible,

be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."

The Subrecipient further agrees to define Section 3 Residents as one of the following:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very-low-income households.

The Subrecipient further agrees to define Section 3 Business Concerns as one of the following:

1. Businesses that are 51% or more owned by Section 3 residents;
2. Business whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents.

3. Business that provide evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

Through the execution of this Agreement, the Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements including the requirements of Genesee County (Attachments E, F, and G). Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of Uniform Requirements, 24 CFR 570.611, and 2 CFR 200.112 and 200.318 which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), provisions of 24 CFR 570.200(a)(4) and 24 CFR 58.5(a), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

CERTIFICATION

In witness whereof, the foregoing provisions to this Agreement have been examined by the undersigned and the parties have caused this Contract to be executed by their duly authorized agents.

County's Authorized Representative

Subrecipient's Authorized Representative

Date

Date

Attachment A

Subrecipient's Initial Budget

Description	CDBG Amount	Match Amount	Match Sources
Mundy Township shall provide funding to the Vocational Independence Program (VIP) for training for disabled persons at 5069 Van Slyke Road, Flint, MI 48507.	\$5,097	\$0	None

Attachment B

Project Signage Information

The Subrecipient agrees that a sign recognizing the federal funding organization and the Grantee will be placed at the jobsite, by the Subrecipient, during the project construction period. Signage will be developed and provided by the Grantee. Any printed materials related to this project shall include the Genesee County logo.



**Attachment C
Reimbursement Request Form**

Genesee County Community Development Block Grant (CDBG) Program

I. PROJECT INFORMATION

DATE: _____

Local Unit of Government Name: _____

Project/Activity Title: _____

Program Year: **2024**

Project Number: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

2024 Project Funding Amount: \$ _____

Funds Previously Requested: \$ _____

Balance Remaining Prior to This Request: \$ _____

III. CURRENT REIMBURSEMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Reimbursement Request: \$ _____

Balance Remaining After this Request: \$ _____

IV. EXPENSE ITEMS:

Completion of All Sections in this Part is Mandatory

<u>Use of Funds</u>	<u>CDBG Amount</u>	<u>Other Project Funds Amount</u>	<u>Other Project Source</u>
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
	\$ _____	\$ _____	
TOTAL:	\$ _____	\$ _____	

V. PROJECT STATUS REPORT / PERFORMANCE REPORT

The Project Status and Accomplishments Report is enclosed: YES NO

VI. AUTHORIZED SIGNATURE

I certify that, to the best of my knowledge and belief, the billed costs of disbursements are in accordance with the terms of the project, scope of work and budget and that the reimbursement represents the federal share due, which has not been previously requested, and that an inspection has been performed and all work is in accordance with the terms of this grant.

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Attachment C-1
Reimbursement Request Schedule
Genesee County Community Development Block Grant (CDBG) Program

The following Reimbursement Request Schedule identifies the last date for which requests for reimbursement will be accepted by the Genesee County Metropolitan Planning Commission (GCMPC), as determined by the date expenses were incurred by the Subrecipient. An expense is incurred when work is performed, an item is purchased, or a service is provided.

Example: Expense Incurred: On December 15, 2024, the contractor installs new doors, or supplies are purchased for a senior center, etc.

Reimbursement: A Reimbursement Request Form and all backup documentation must be submitted through Neighborly no later than January 31, 2025.

For Expenses Incurred:

Reimbursement Request Due No Later Than:

October 1, 2024 – December 31, 2024	January 31, 2025
January 1, 2025 – March 31, 2025	April 30, 2025
April 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – September 30, 2025	October 31, 2025

NOTE:

These dates are subject to change based upon when HUD funding allocations are received, and contracts are signed with sub-recipients.

Reimbursement requests may be required earlier to close the fiscal year. You will be notified if this requirement is applicable.

Attachment D
Project Accomplishments & Reimbursement Request for Public Service Projects
 Genesee County Community Development Block Grant (CDBG) Program

I. PROJECT INFORMATION

DATE:

Local Unit of Government Name:

Project/Activity Title:

Program Year: **2024**

Reporting Period:

Report Prepared By:

Telephone Number:

II. DIRECT BENEFIT DATA BY PERSONS

Race	Current Reporting Period		Cumulative Count	
	Total Persons by Race	For Each Race, Number Hispanic/Latino	Total Persons by Race	For Each Race, Number Hispanic/Latino
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other Multi-Racial				
Total				

III. INCOME LEVELS FOR "PRESUMED BENEFIT" POPULATIONS SERVED

Check One	Group Served	Income Level
	Elderly (62 and older):	Low Income
	Abused Children:	Extremely Low Income
	Battered Spouses:	Low Income
	Persons with Disabilities:	Low Income
	Homeless Persons:	Extremely Low Income
	Illiterate Adults:	Low Income
	Persons with AIDS:	Low Income
	Migrant Farm Workers:	Low Income
	Other:	Moderate Income (unless otherwise documented)

IV. ACCOMPLISHMENT NARRATIVE / REIMBURSEMENT DETAILS

Use the space below to briefly explain what accomplishments have been achieved under this project to date & list all items included in this reimbursement request.

Attachment E
Genesee County Labor Standards
Genesee County Community Development Block Grant (CDBG) Program

- **Contract under \$2,000**

No Labor Standards required.

- **Contract exceeds \$2,000**

Notify County staff at least two weeks before advertising or requesting quotes.

County staff will provide the Wage Decision and Federal Requirements/contract material to be incorporated into bid specifications. Obtain approval of Genesee County Community Development Program staff at (810) 257-3010 **prior to advertising bid opportunities.**

Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

Notify Genesee County Community Development Program staff at (810) 257-3010 to establish a preconstruction meeting **immediately after contract has been awarded.**

Attachment F
Genesee County Bid Procedures

Genesee County Community Development Block Grant (CDBG) Program

- **MANDATORY FOR ALL CONTRACTS**

1. Bid specifications submitted to and approved by GCMPC staff
2. Pre-bid meeting with GCMPC staff
3. Staff to provide Wage Decisions for bid packet for construction activities
 - **Davis-Bacon Act:** Contracts greater than \$2,000 - all prime contractor and subcontractor laborers must be paid Prevailing Wages in order to receive reimbursement
4. Submit bid tabulation to GCMPC staff
5. Award bid to lowest responsible bidder
6. Pre-construction meeting (if applicable) with GCMPC staff, prime contractors and subcontractors present
7. A copy of any signed contract assisted with federal funds must be retained in Subrecipient's file and a copy submitted to Genesee County Community Development Program offices, located at:

Room 111, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmnpc.org

- **Contract for Services/Emergency Repairs/Supplies Over \$250**

For activities that are on-going throughout the year exceeding \$250, three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a Minority/Women/Handicapped Business Enterprise (MBE/WBE/HBE). Lowest responsible bid should be awarded contract. Contract with the selected company may not exceed a one year period.

New bids must be secured on an annual basis. Examples of activities that may use this process include monthly printing of newsletters, cleaning services, snow removal, trash removal, weed cutting, emergency repairs for such items as heating and plumbing, and monthly purchases of like supplies such as paper, pens, paper towels, etc.

- **Contract Between \$250 and \$10,000**

Three or more companies should be asked to submit costs/prices (quotes must be retained in subrecipient's file and copies sent to Genesee County Community Development Program). At least one of the three companies asked for quotes should be a MBE/WBE/HBE.

Lowest responsible bid should be awarded contract (letter of award/rejection must be placed in subrecipient's file and copy sent to Genesee County Community Development Program).

- **Contract Exceeds \$10,000**

Bid notice must be formally advertised in local newspapers and a trade journal (affidavit placed in subrecipient's file and copy sent to Genesee County Community Development Program).

Bid notice also should be sent to as many applicable MBE/WBE/HBE firms as can be found through means inclusive, but not limited to, the "Genesee County Minority Business Directory" (Document this and send copies to Genesee County Community Development Program.)

Bid notice must be sent to the Flint Area Building Trades Council.

Sealed bids must be publicly opened and recorded (bid tabulation placed in subrecipient's file and copy sent to Genesee County Community Development Program).

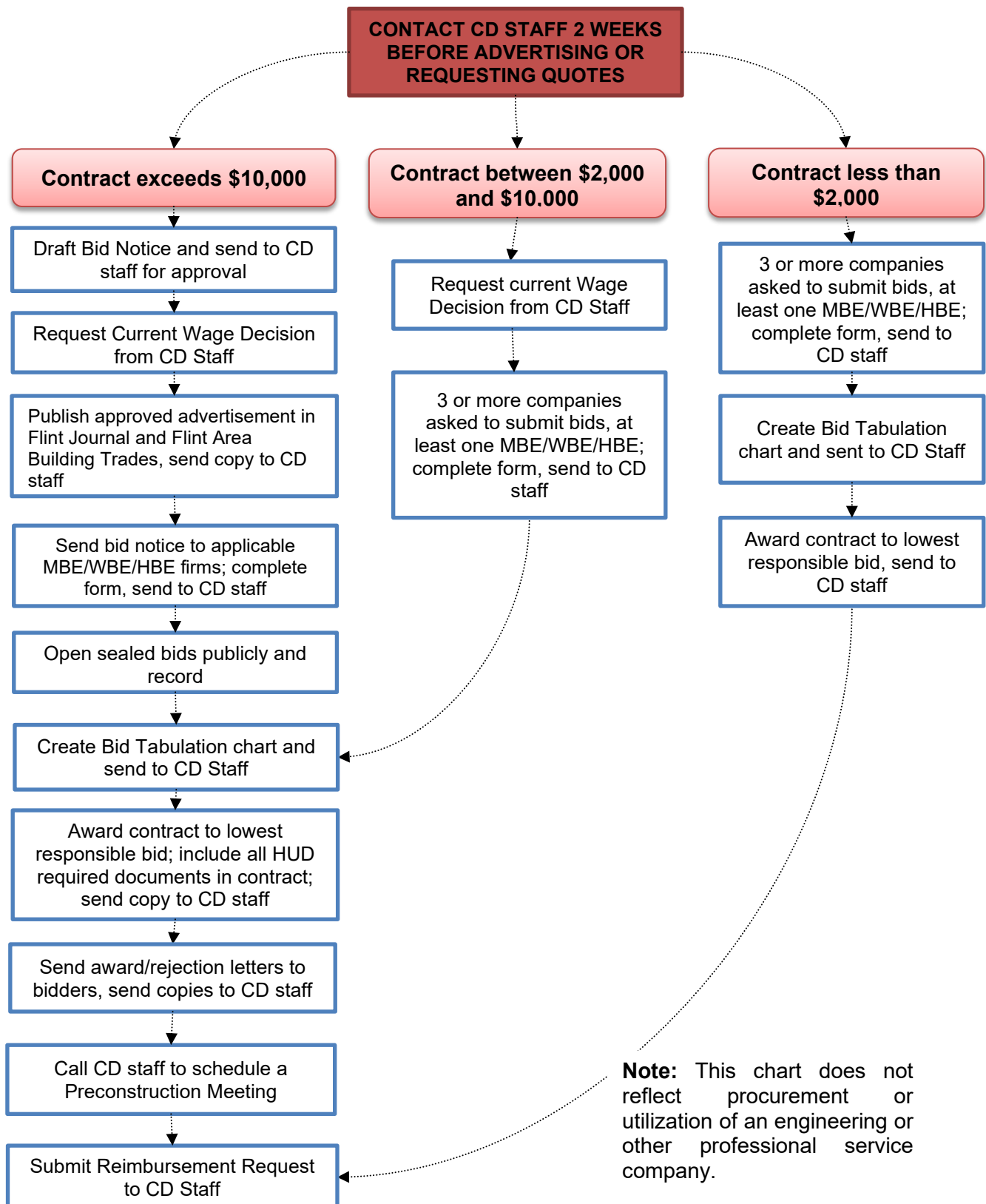
Lowest responsible bid should be awarded contract (letter of award/rejection placed in subrecipient's file and copy sent to Genesee County Community Development Program). **IF** lowest responsible bidder is not awarded, the subrecipient **must submit written justification and obtain approval** of the award from Genesee County Community Development Program staff.

- **Contract Equal to or Exceeds \$100,000**

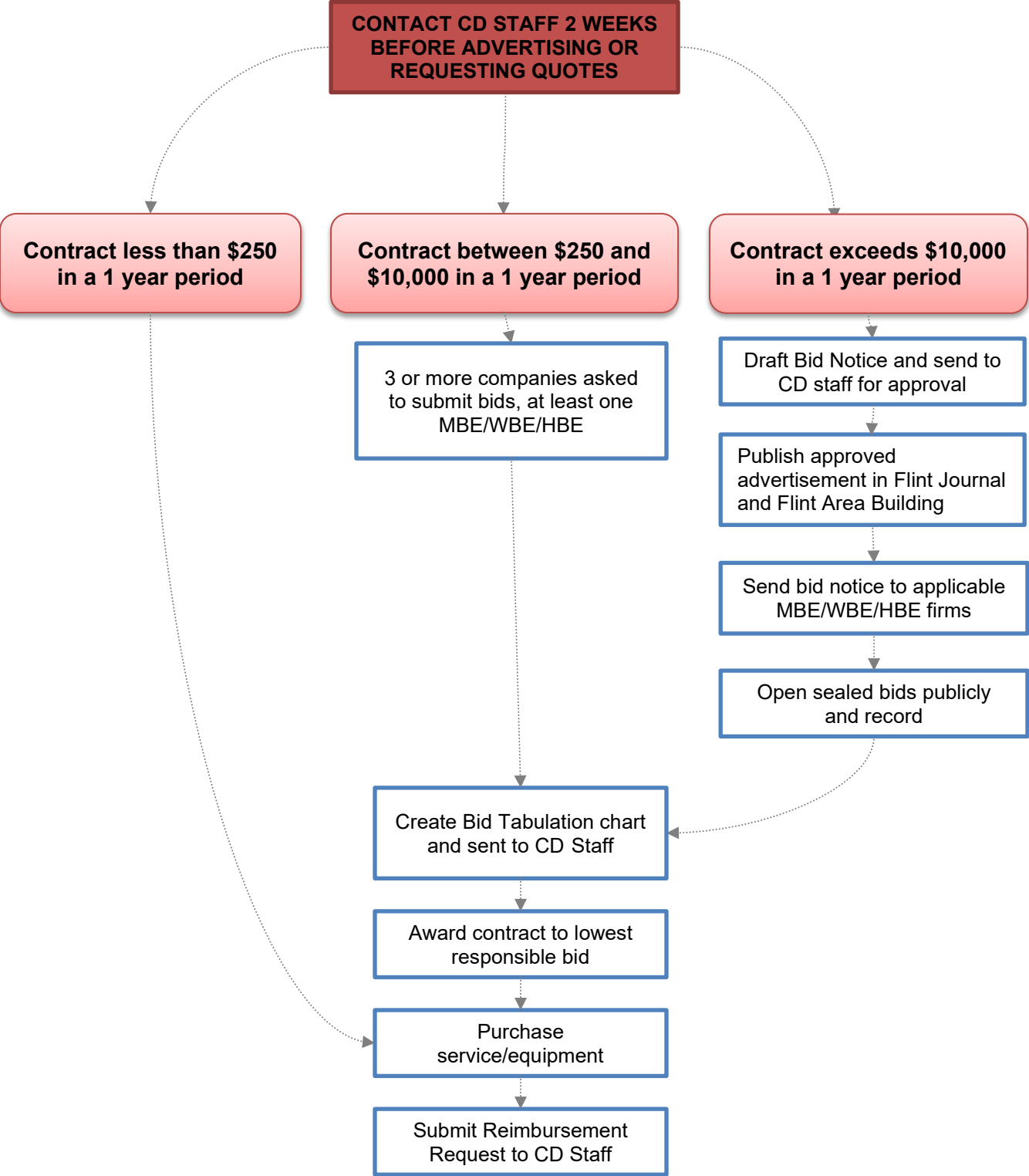
Follow requirements for a contract which exceeds \$100,000.

The work to be performed under these contracts, and any subsequent subcontracts for work performed under this amount of contract award, are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Bid notice must include reference of Section 3 opportunities available under this contract/subcontract. Any vacant employment positions, including training positions to be filled as a direct result of this contract/subcontract, must be in compliance with Section 3 requirements.

Community Development Block Grant (CDBG) Program Procurement Process for Construction Contracts



Community Development Block Grant (CDBG) Program Procurement Process for **Service/Equipment Contracts**



Attachment G
Minority/Women/Handicap Business Enterprise Procurement Procedures
Genesee County Community Development Block Grant (CDBG) Program

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); and HOME Investment Partnerships Program (HOME) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(I) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Minority Business Directory* can be found at: <http://gcmprc.org/wp-content/uploads/2020/02/DBE.MBE.WBE-Business-Listing.pdf> to assist you in identifying contractors and businesses needed to carry out your project activity. Also see the Flint & Genesee Economic Alliance's Business Bridge: <https://developflintandgenesee.org/business-bridge/>

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach report (Attachment F) in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

Attachment H
Genesee County MBE/WBE/HBE Outreach Report
for Local Units of Government, Contractors and Subcontractors

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, and identification of selected MBE/WBE/HBE's.

- 1) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation: _____
Written Bid Received: YES NO Amount: _____
Were they Selected for Contract?: YES NO
If No, Why? _____
MBE/WBE/HBE: YES NO
Section 3: YES NO If yes, please fill out Section 3 forms.

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

 Authorizing Name and Signature

 Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one will apply.

For business claiming status as a Section 3 resident-owned business concern:

- | | |
|---|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation in a public assistance program | <input type="checkbox"/> Copy of previous year's income tax filings for Section 3 residents |

For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3 years from day of employment | <input type="checkbox"/> Copy of previous year's income tax filings for Section 3 residents |

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract
- Copy of all Subcontractors' previous year's income tax filings

FY 2024 Median Family Income for Flint and Genesee County MSA - \$78,300		
Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$27,900	\$33,480
Two Person	\$31,850	\$38,220
Three Person	\$35,850	\$43,020
Four Person	\$39,800	\$47,760
Five Person	\$43,000	\$51,600
Six Person	\$46,200	\$55,440
Seven Person	\$49,400	\$59,280
Eight Person	\$52,550	\$63,060

Attachment J

Certification For Residents For Seeking Section 3 Preference in Training and Employment
Genesee County Community Development Block Grant (CDBG) Program

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____
 _____ and meet the income eligibility guidelines for a low-
 or very-low-income person as included in this Certification.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax filings
<input type="checkbox"/> Other evidence _____	

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

Print Name

Date

Signature

Date

FY 2024 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$78,300

MAXIMUM INCOME LIMITS

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$16,750	\$27,900	\$33,480	\$44,600
Two Person	\$20,440	\$31,850	\$38,220	\$51,000
Three Person	\$25,820	\$35,850	\$43,020	\$57,350
Four Person	\$31,200	\$39,800	\$47,760	\$63,700
Five Person	\$36,580	\$43,000	\$51,600	\$68,800
Six Person	\$41,960	\$46,200	\$55,440	\$73,900
Seven Person	\$47,340	\$49,400	\$59,280	\$79,000
Eight Person	\$52,550	\$52,550	\$63,060	\$84,100

**Attachment K
Section 3 Summary Report**

Genesee County Community Development Block Grant (CDBG) Program

Part I. Employment and Training

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	Number of Section 3 Trainees
Professionals			
Technicians			
Office/Clerical			
Construction by Trade (List)			
Trade -			
Trade -			
Trade -			
Trade -			
Other (List)			
Other -			
Other -			
Other -			
Other -			

Part II. Contracts Awarded

1. Construction Contracts

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts

A. Total dollar amount all non-construction contracts awarded on the project	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III. Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (check all that apply)

___ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the neighborhood or within Genesee County, or similar methods

___ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents

___ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns

Attachment L
Federal Award Information

Genesee County Community Development Block Grant (CDBG) Program

- 1) Recipient Name: _____ Mundy Township _____
- 2) Recipient's Unique Entity Identifier: _____ WJ89UX1969H8 _____
- 3) Unique Federal Award Identification Number (FAIN): _____ B-24-UC-26-0001 _____
- 4) Federal Award Date: _____ 9/3/2024 _____
- 5) Period of Performance Start and End Date: _____ 10/1/2024 – 9/30/2025 _____
- 6) Amount of Federal Funds Obligated by this action: _____ \$5,097 _____
- 7) Total Amount of Federal Funds Obligated: _____ \$5,097 _____
- 8) Total Amount of the Federal Award: _____ \$5,097 _____
- 9) Budget Approved by the Federal Awarding Agency: _____ \$5,097 _____
- 10) Total Approved Cost Sharing or Matching where applicable: _____ N/A _____
- 11) Federal Award Project Description:
- Mundy Township shall provide funding to the Vocational Independence Program (VIP) for training for disabled persons at 5069 Van Slyke Road, Flint, MI 48507.
- 12) Name of federal awarding agency and contact information for awarding official: _____ HUD _____
- 13) CFDA Number and Name: _____ 14.218 _____
- 14) Identification of whether the award is R & D: _____ N/A _____
- 15) Indirect Cost Rate for the Federal Award: _____ N/A _____

Attachment M What Documentation Do I Keep in CDBG Project Files?

During On-site File Monitoring, staff is looking for all CDBG files located at Local Unit of Government offices to match the files kept at the GCMPC office. To ensure this, it is best that subrecipients copy and save any documentation submitted to GCMPC in respective project folders at the time of submission. Saving any relevant correspondences with GCMPC staff, or participating contractors, regarding a CDBG project is highly recommended. ****Each CDBG project should have its own project folder. HUD's recommended record retention is at least four years after the project's contract end date.**

The following details all documentation that should be kept on file, up-to-date and readily available upon request.

Required Documentation:

- Conflict of Interest Policy
- Certificate of Insurance (Liability Insurance)
- Internal Controls
- Chart of Accounts showing line item for CDBG
- SAM.gov registration

Documentation that should be in every project folder:

- **Project Application:** Save a copy of the project application in each project folder.
 - Public hearing publication, minutes, and sign-in sheet
 - Board resolution and/or meeting minutes for approval of proposed projects
- **Contract:**
 - Original signed contract
 - Any signed contract amendment(s)
 - Resolution or meeting minutes from local board approval of amendment if project funding or scope changes.
- **Reimbursement requests:**
 - Attachment A – Reimbursement Request Form
 - Attachment B – Accomplishment Data Sheet
 - Backup documentation (includes proof of purchase, proof of payment, etc.)
 - It is important that a copy of any reimbursement checks and/or corresponding letters received from GCMPC are saved in project folders.

Procurement for Projects:

1. **Public Service Projects:** Typically, this type of project will not have any procurement documentation. If there was a single item purchased for more than \$250, three price quotes should have been included with the reimbursement request.
2. **Construction Projects:**
 - a) Municipal staff or Genesee County Road Commission (GCRC) used to complete work

- Service Agreement/Contract between GCRC and local unit and/or notification from GCRC that they will be carrying out the project
 - Any invoices from GRCR that should have been included with the reimbursement request
- b) Contractor used to complete work
- Bid advertisement and wage decision
 - Minority outreach and Section 3 documentation (if applicable)
 - Bids received
 - Bid Tabulation Chart showing award to lowest responsible bidder
 - Board Resolution and or meeting minutes accepting bid award
 - Service agreement/contract between prime contractor and Local Unit of Government
3. **Demolition Projects:** Whether the bidding process is carried out by GCMPC or the subrecipient, all bidding documentation must be saved in the project folder.
- a) Pre-demolition Hazard Survey
- Do not have to go out for bid, must obtain three price quotes and award to lowest bidder
- b) Abatement and Demolition: Must go out for bid for each
- Bid advertisement and wage decision
 - Minority outreach and Section 3 documentation (if applicable)
 - Bids received
 - Bid Tabulation Chart showing award to lowest responsible bidder
 - Board Resolution and or meeting minutes accepting bid award
 - Service agreement/contract between prime contractor and subrecipient
- c) Disposal of House documentation (could have been submitted with a reimbursement request)
4. **Code Enforcement Projects:** Excel sheet showing the addresses that were inspected should have been submitted with reimbursement request(s). All addresses must be in low-to-moderate income areas.

For more information on construction procurement, visit the Program Year Bid Packet. This is included with CDBG contracts or can be requested from your project manager.

Attachment O
SAM Registration Expiration Dates

SAM registration must be updated annually. If you need assistance with this process, please contact your project manager. SAM registration must be current prior to signing contracts.

www.SAM.gov

<u>Local Unit</u>	<u>Unique Entity Identifier (UEI)</u>	<u>Expiration</u>
Argentine Township	MSC4L69SY148	4/11/2025
Atlas Township	PECMJ24MJSZ9	2/5/2025
City of Burton	JL8YL7QGJA64	10/15/2024
City of Davison	FWCBL8JLJNU8	1/11/2025
City of Fenton	M11FQ52KA1S1	8/30/2024
City of Flushing	L7XLZTLRQ9D1	4/16/2025
City of Grand Blanc	FU9VFSU6YJ62	1/4/2025
City of Linden	NMUEVC85CBH5	11/7/2024
City of Montrose	EVUMDVVR7TY9	12/5/2024
City of Mt. Morris	TT97CQJH64H6	12/26/2024
City of Swartz Creek	PELPKJKR8JM8	6/3/2025
Clayton Township	E22WNZBCNAH1	8/27/2024
Davison Township	LPQJJXQ1NC6	7/8/2025
Fenton Township	ZE5WSFGMD6D3	10/17/2024
Flint Township	MVZEKW75XER3	10/8/2024
Flushing Township	KLJHX6UJ3KG9	12/11/2024
Forest Township	TG2BCNSM7123	7/11/2025
Gaines Township	JPGBX4LH5LB3	12/31/2024
Genesee Township	JN4HV18XEPB6	11/30/2024
Grand Blanc Township	TXL3NJUKCKU3	12/10/2024
LSEM	WFM9K8AYR528	12/11/2024
Montrose Township	L7DXLXS6G8J5	12/5/2024
Mt. Morris Township	NK9BHY8KH5R1	4/2/2025
Mundy Township	WJ89UX1969H8	11/29/2024
Richfield Township	Q2J8MF2RGUE5	10/16/2024
Thetford Township	ZKLKW5UYMA75	11/17/2024
Vienna Township	KSSAM6D6PL39	2/13/2025
Village of Gaines	ULPGP1TM37Y8	12/13/2024
Village of Goodrich	RKFCLLRB4MJ4	9/10/2024
Village of Otisville	DVLQJPCV5NC3	11/7/2024

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office GCMPC

Entity receiving funds Genesee County

Funding Source(s) Housing & Urban Development - CDBG

Notes:

CHARACTERISTICS

EXPLANATIONS

Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

EXPLANATIONS

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.



200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.



200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship. If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by Damon Fortney 2/19/25
 (enter name of person initially making decision) (date)

Approved by _____
 (enter name of person reviewing) (date)

Based on the relationship determined above, see additional guidance on requirements governing agreements. Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements, Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.



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? Amendment

- 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: X (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: X

- 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: X

- 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.



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

1675 Green Road, Ann Arbor, MI 48105

INVOICE

Mundy Charter Township
3478 Mundy Avenue,
Swartz Creek, MI 48473

Invoice #: 4371207
Policy Effective: 02/01/2025
Invoice Date: 01/30/2025
Payment Due 02/01/2025

TRANSACTION EFFECTIVE DATE	Policy #	DESCRIPTION	AMOUNT
02/01/2025	MML859520112	Pool Renewal Premium 02/01/2025 - 02/01/2026	\$44,428
02/01/2025	MML859520112	MML Associate Member Fee 02/01/2025 - 02/01/2026	\$200
Total Due:			\$44,628

MAKE CHECK PAYABLE TO: MML Liability and Property Pool

PAYMENT MAILING ADDRESS
MML Liability and Property Pool
PO BOX 712088
CINCINNATI, OH 45271-2088

OR: ACH PAYMENT OPTION
Bank: Key Bank, N.A.
Routing #: 041001039
Account #: 6000694493

For questions about remittance details, call Insurance Accounting at (734) 669-6373.
For policy or invoice questions, call Customer Svc: Katelyn Petracca (248) 204-6160 or (800) 482-2726.

NO RECEIPT WILL BE SENT UNLESS REQUESTED
There will be a 3% Late Charge on any invoices 30 days past due.

FOR PROPER CREDIT, PLEASE DETACH THIS STUB AND RETURN WITH YOUR PAYMENT



michigan municipal league

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL

Member Name:
Mundy Charter Township

Mail to:

MML Liability and Property Pool
PO BOX 712088
CINCINNATI, OH 45271-2088

Invoice #: 4371207
Policy Term: 02/01/2025 - 02/01/2026
Invoice Date: 1/30/2025
Payment Due 2/1/2025

Payment Enclosed: \$ _____ 141

Mundy Charter Township
Premium Breakdown as of:
February 1, 2025

Liability

Limit of Liability \$ 10,000,000	\$9,744.00
Public Officials Errors & Omissions	\$8,971.00
General Liability	.
Total Liability	\$18,715.00

Property

Township Hall	\$4,601.00
Generator, Lighting, Signage, Emergency Siren, Flagpole	\$246.00
Police Office, Garage	\$716.00
Dumpster, Miscellaneous Equipment	\$3.00
Fire Hall	\$1,004.00
Antenna, Lighting, Flagpole, Bollards, Generator, Signage	\$63.00
Police Station	\$1,787.00
Flagpole, Fencing, Lighting	\$49.00
Fire Hall	\$2,117.00
Lighting, Bollards, Bench, Generator, Sign	\$107.00
Metro Police Building	\$2,907.00
Generator, Flagpole, Lighting	\$47.00
Lights, Security Cameras, Sign, Tables, Benches	\$134.00
Extra Expense	\$89.00
Loss Of Income	\$89.00
Electronic Data Processing	\$121.00
Emergency Equipment	\$446.00
Miscellaneous Equipment	\$89.00
Communications Equipment	\$45.00
Emergency Pager Equipment	\$18.00
Total Property	\$14,678.00

Crime

Position Bond A	\$25.00
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Mundy Charter Township
Premium Breakdown as of:
February 1, 2025

Crime

Position Bond B	\$25.00
Position Bond C	\$25.00
Position Bond D	\$25.00
Position Bond E	\$25.00
Position Bond F	\$25.00
Position Bond G	\$25.00
Employee Dishonesty Including Faithful Performance	\$25.00
Total Crime	\$200.00

Automobile

(12) Vehicles	\$10,835.00
Total Automobile	\$10,835.00

TOTAL ANNUAL POOL PREMIUM	\$44,428.00
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michigan municipal league

Liability & Property Pool

RENEWAL CERTIFICATE

IN CONSIDERATION FOR PREMIUM PAID, AND SUBJECT TO ALL OF THE TERMS OF THE EXPIRING COVERAGE DOCUMENT AND ANY ENDORSEMENTS ATTACHED HERETO, WE AGREE TO RENEW YOUR COVERAGES AS STATED IN THIS CERTIFICATE. THESE COVERAGES ARE PROVIDED IN ACCORDANCE WITH THE INTERGOVERNMENTAL CONTRACT WHICH FORMS THE LEGAL BASIS FOR THE OPERATION OF THE POOL.

Contract Number: MML859520112

Renewal of Number: MML859520111

Pool Member: Mundy Charter Township

Mailing Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

Coverage Period

From: 2/1/2025

To: 2/1/2026

(12:01 A.M. Standard time at your mailing address shown above)

Liability Coverage Parts	Limit of Liability	Deductible
Municipal General Liability Coverage	\$10,000,000	\$0
Public Officials Liability Coverage	\$10,000,000	\$10,000
Law Enforcement Liability Coverage	No Coverage	N/A
Employee Benefit Liability Coverage	\$1,000,000	\$0
Automobile Liability Coverage	\$10,000,000	\$0
Comprehensive and Collision Coverage	Per Schedule	Per Schedule
Combined Liability Policy Limit	\$10,000,000	
Cyber Liability and Data Breach Response Coverage (CYB859520112)	Per Declarations	Per Declarations

The Combined Liability Policy Limit is the most we will pay regardless of the number of Coverage Parts under which coverage may be sought.

COVERAGE UNDER THIS CONTRACT IS:

- As amended by revised schedule(s) attached.
- As amended by endorsement(s): ADD: MMP101 (01/11) , MML23 (07/11) , MML215 (01/25), MML307 (12/16) DELETE: MML215 (02/00)

BY:

(Authorized Representative)

DATE:

01/30/2025



michigan municipal league

Liability & Property Pool

ADDITIONAL COVERAGES & COVERAGE EXTENSIONS LIMITS OF LIABILITY

CONTRACT NO. MML859520112 **EFFECTIVE DATE:** 2/1/2025
12:01 A.M. Standard Time

POOL MEMBER Mundy Charter Township

The Pool shall not be liable under the terms of the Additional Coverages and Coverage Extensions, as described in Sections D. and E., of the Municipal Property Coverage Document, MMP100, for more than the limit specified below:

Coverages	Limits	Deductible
Consequential Damage	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Debris Removal	<input checked="" type="checkbox"/> 5,000,000 or 25%, as stated in the Contract	Not Applicable
Demolition and Increased Cost of Construction	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Newly acquired Real or Personal Property and Buildings under construction, including the Member's building supplies and materials	<input checked="" type="checkbox"/> \$500,000 <input type="checkbox"/> \$	\$500
Expediting Expense	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Protection and Preservation of Property	Blanket Limit	Not Applicable
Ornamental Trees, Shrubs, Plants or Lawns	\$5,000 per occurrence, \$10,000 annual aggregate, as stated in the Contract	\$250
Loss of Rents	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	Not Applicable
Extra Expense	<input type="checkbox"/> \$100,000 <input checked="" type="checkbox"/> \$ 250,000	Not Applicable
Valuable Papers and Records	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	\$250
Earth Movement Coverage	\$2,000,000 each single movement \$2,000,000 annual aggregate	\$5,000
Personal Effects and Property of Others	<input checked="" type="checkbox"/> \$500 any one person, \$2,500 aggregate	\$250
Accounts Receivable	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	\$250
Electronic Data Processing Equipment and Media	<input type="checkbox"/> \$ 25,000 <input checked="" type="checkbox"/> \$ 228,075	\$250
Fine Arts	<input checked="" type="checkbox"/> \$100,000 <input type="checkbox"/> \$	\$250
Loss of Income	<input type="checkbox"/> \$100,000 <input checked="" type="checkbox"/> \$ 250,000	Not Applicable

Coverages	Limits	Deductible
Flood - This policy has a \$1,000,000 annual aggregate for all flood zones or any combination thereof.		
Flood Coverage for all locations other than flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	\$1,000,000 each occurrence \$1,000,000 annual aggregate	\$5,000
Flood Coverage for all locations situated in flood Zones A, AO, AH, A1-A99, AE, AR as determined by the Federal Emergency Management Agency (FEMA).	\$100,000 each occurrence \$100,000 annual aggregate	\$5,000

A Service of the Michigan Municipal League



POLLUTION EXTENSION FOR FIRE DEPARTMENT AND HAZARDOUS RESPONSE TEAM ACTIVITIES

This endorsement modifies coverage provided under the following:

MML200 – MUNICIPAL LIABILITY COVERAGE:

- COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY
- COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY
- COVERAGE C – MEDICAL PAYMENT
- COVERAGE D – PUBLIC OFFICIALS LIABILITY

IMPORTANT NOTICE

The Sublimits of Coverage contained in this endorsement are reduced, and may be completely exhausted, by the payment of Loss Adjustment Expense and, in such event, we will not be obligated to pay any further Loss Adjustment Expense or sums which the Insured is or may become legally obligated to pay as damages under this endorsement. In the event the Sublimits of Coverage under this endorsement become exhausted, no further coverage is provided by this endorsement.

SCHEDULE

Sublimits of Coverage:	\$1,000,000	Each Occurrence or Wrongful Act Limit
	\$1,000,000	Aggregate Limit
	\$ 0	Deductible

A This Coverage Extension applies to:

1. Firefighting activities, including training burns, intentional demolition or burns for purpose of limiting a fire, or the use of polypolyfluoroalkyl and perfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluorooctanesulfonyl fluoride, polytetrafluoroethylene, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals, related higher homologue chemicals, for the purpose of controlling a fire.
2. Bodily Injury or Property Damage caused by the Insured's fire department or hazardous response team responding to contamination caused by a third party unrelated to the Insured.

B **SUBLIMIT OF COVERAGE**

The Sublimit of Coverage shown in this Schedule is the most we will pay for Damages because of **Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Public Officials Liability, or Loss Adjustment Expense** as provided in this endorsement. Regardless of the number of **Insureds, Claims** made or **Suits** brought, or persons or organizations making **Claims** or bringing **Suits** under this endorsement during the **Coverage Period**, our liability is limited to the Aggregate Limit shown in the Schedule above and is the most we will pay for the sum of all **Damages** because of **Bodily Injury, Property Damage, Damages, Personal Injury or Advertising Injury, or Loss Adjustment Expense** payable under this endorsement. All **Claims** and **Damages** arising out of the same or substantially the same or continuous or repeated **Occurrences** or **Wrongful Acts** shall be considered as arising out of one **Occurrence** or **Wrongful Act**. Additionally, the sublimit of the Pool's liability under this endorsement shall not be cumulative from year to year or period to period.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.



AUTO AGREED AMOUNT COVERAGE ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL AUTO COVERAGE MML300

This endorsement changes the contract effective on the inception date of the policy unless another date is indicated below.

Contract Number: MML859520112 Effective Date: 2/1/2025
12:01 Standard Time

Pool Member: Mundy Charter Township

SCHEDULE

Vehicle Number	Description of Covered "Auto"	Limit of Coverage	Comprehensive Deductible	Collision Deductible
1	1995/Freight/Freightliner Fire Truck 3548	\$224,679	\$250	\$1,000
2	2000/Freight/Freightliner Squad Rescue 9684	\$178,277	\$250	\$1,000
3	2003/Pierce/Enforcer Tanker 3586	\$416,196	\$250	\$1,000
4	2002/Chevy/Silverado Fire Truck 2269	\$60,616	\$250	\$1,000
5	2007/Sterling/Liberty Tanker 7232	\$224,389	\$250	\$1,000
6	1988/Duplex/Tanler 8994	\$156,304	\$250	\$1,000
9	2019/Pierce/Pumper 4P1BAAFFXKA019876	\$694,164	\$250	\$1,000

For covered any "auto" described in the Schedule above, the **PHYSICAL DAMAGE COVERAGE** Limit of Coverage is replaced by the following:

C. LIMIT OF COVERAGE

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The cost of repairing or replacing the damaged or stolen "auto" and it's permanently attached equipment.
 - b. The Agreed Amount shown in the Schedule under Limit of Coverage.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME



Position Fidelity Bond

Contract Number: MML859520112-A **Bond Period:** 02/01/2025 to 02/01/2026

Pool Member: Mundy Charter Township

Limit: \$100,000

Position:

Treasurer

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.



Position Fidelity Bond

Contract Number: MML859520112-B **Bond Period:** 02/01/2025 to 02/01/2026

Pool Member: Mundy Charter Township

Limit: \$100,000

Position:

Deputy Treasurer

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.



michigan municipal league

Liability & Property Pool

Position Fidelity Bond

Contract Number: MML859520112-C **Bond Period:** 02/01/2025 to 02/01/2026

Pool Member: Mundy Charter Township

Limit: \$100,000

Position:

Clerk

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.



Position Fidelity Bond

Contract Number: MML859520112-D **Bond Period:** 02/01/2025 to 02/01/2026

Pool Member: Mundy Charter Township

Limit: \$100,000

Position:

Deputy Clerk

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.



Position Fidelity Bond

Contract Number: MML859520112-E **Bond Period:** 02/01/2025 to 02/01/2026

Pool Member: Mundy Charter Township

Limit: \$100,000

Position:

Township Supervisor

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

- loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.



michigan municipal league

Liability & Property Pool

Position Fidelity Bond

Contract Number: MML859520112-F **Bond Period:** 02/01/2025 to 02/01/2026

Pool Member: Mundy Charter Township

Limit: \$100,000

Position:

Finance Director

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.



Position Fidelity Bond

Contract Number: MML859520112-G **Bond Period:** 02/01/2025 to 02/01/2026

Pool Member: Mundy Charter Township

Limit: \$100,000

Position:

Building Inspector

In consideration of the premium paid and subject to the terms and conditions of this bond coverage, the Michigan Municipal League Liability and Property Pool (Pool) agrees to indemnify the Member for an occurrence of any loss of money or other tangible property belonging to the Member as a result of any fraudulent or dishonest act or acts committed by the person occupying the specified position, or as a result of that person's failure to faithfully perform the duties of the specified position, defined as malfeasance, willful neglect of duty, or bad faith in performance of those duties.

This bond coverage applies only to loss which occurs during the specified bond period.

The limit of the Pool's liability under this bond shall not be cumulative from year to year or period to period. The maximum amount of coverage under this bond shall not exceed the limit shown herein, regardless of whether or not the person occupying the position named acted alone or in collusion with others, and regardless of the number of years this bond or like bond(s), in any amount or limit, have been in-force, or the number of premiums payable or paid.

Coverage under this bond shall not apply immediately upon knowledge or discovery by the Member or an official thereof not in collusion with the person occupying the position named of any fraudulent or dishonest act committed by that person or a failure by that person to faithfully perform the duties of the position named, as defined herein, whether committed before or after that person's date of service on behalf of the Member commenced.

All loss arising out of an act or series of acts, related or not, whether committed by one or more persons, shall be deemed to arise out of one occurrence. Loss is covered under this bond only if discovered not later than one year from the end of the specified bond period. Upon knowledge or discovery of an occurrence that may give rise to a claim under this bond, the Member shall give notice thereof to the Pool as soon as practicable and shall file a detailed proof of loss with the Pool, duly sworn to, not later than four months after acquiring that knowledge of that discovery.

This bond coverage does not apply to:

loss or that part of loss, the proof of which, either as to its existence or as to its amount, is dependent upon any inventory computation or a profit and loss computation;

loss due to an accounting or arithmetical error or omission or to any other good faith error or omission committed by the person named or any other employee of the Member;

loss of manuscripts, books of account or records;

to fees, costs or expenses incurred or paid by the Member in prosecuting or defending any legal proceeding whether or not such proceeding results or would result in a loss covered by this bond;

loss of potential income or value, including but not limited to interest, dividends, investment growth, or appreciation, not realized by the Member because of a loss covered under this bond or otherwise;

to costs, fees and other expenses incurred by the Member in establishing the existence of or amount of loss covered under this bond; or

to loss resulting from the failure of any entity acting as a depository of the Member's property.

In the event of any payment under this bond, the Pool shall be subrogated to the Member's rights of recovery therefore against any person or entity and the Member shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The Member shall do nothing after a loss to prejudice such rights of the Pool.

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Property Schedule for the Mundy Charter Township
as of 2/1/2025

Mundy Charter Township
 3478 Mundy Avenue
 Swartz Creek, MI 48473

Policy #: MML859520112
 Effective From: 2/1/2025 to 2/1/2026

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

	LIMITS	DEDUCTIBLE	VALUATION
<u>Location #1: 3478 Mundy Ave., Swartz Creek, MI 48473</u>			
Building 1 - Township Hall			
Building - Appraisal Date: 2022-10-10	\$3,784,873	\$500	Replacement Cost
Contents	\$300,000	\$500	Replacement Cost
Building 2 - Generator, Lighting, Signage, Emergency Siren, Flagpole			
Property In The Open	\$276,000	\$500	Replacement Cost
<u>Location #2: 3476 Mundy Ave., Swartz Creek, MI 48473</u>			
Building 1 - Police Office, Garage			
Building - Appraisal Date: 2022-10-10	\$792,471	\$500	Replacement Cost
Contents	\$10,000	\$500	Replacement Cost
Building 2 - Dumpster, Miscellaneous Equipment			
Property In The Open	\$3,800	\$500	Replacement Cost
<u>Location #3: 8017 Linden Rd., Swartz Creek, MI 48473</u>			
Building 1 - Fire Hall			
Building - Appraisal Date: 2022-10-10	\$1,045,231	\$500	Replacement Cost
Contents	\$80,000	\$500	Replacement Cost
Building 2 - Antenna, Lighting, Flagpole, Bollards, Generator, Signage			
Property In The Open	\$70,700	\$500	Replacement Cost
<u>Location #4: 4029 Grand Blanc Rd., Swartz Creek, MI 48473</u>			
Building 1 - Police Station			
Building - Appraisal Date: 2022-10-10	\$2,001,814	\$500	Replacement Cost
Building 2 - Flagpole, Fencing, Lighting			
Property In The Open	\$54,700	\$500	Replacement Cost
<u>Location #5: 4011 West Hill Rd., Swartz Creek, MI 48473</u>			
Building 1 - Fire Hall			
Building - Appraisal Date: 2022-10-10	\$2,286,314	\$500	Replacement Cost
Contents	\$85,000	\$500	Replacement Cost
Building 2 - Lighting, Bollards, Bench, Generator, Sign			
Property In The Open	\$120,100	\$500	Replacement Cost

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Property Schedule for the Mundy Charter Township
as of 2/1/2025

Mundy Charter Township
 3478 Mundy Avenue
 Swartz Creek, MI 48473

Policy #: MML859520112
 Effective From: 2/1/2025 to 2/1/2026

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

	LIMITS	DEDUCTIBLE	VALUATION
<u>Location #6: 5420 Hill 23 Dr., Flint, MI 48507</u>			
Building 1 - Metro Police Building			
Building - Appraisal Date: 2022-10-10	\$3,257,328	\$500	Replacement Cost
Building 2 - Generator, Flagpole, Lighting			
Property In The Open	\$52,300	\$500	Replacement Cost
<u>Location #7: 1286 W. Hill Rd., Mundy Miricle Commons, Flint, MI 48507</u>			
Building 1 - Lights, Security Cameras, Sign, Tables, Benches			
Property In The Open	\$150,000	\$500	Replacement Cost
Total Property Limit: \$14,370,631			

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Inland Marine Schedule for the Mundy Charter Township
as of 2/1/2025

Mundy Charter Township
 3478 Mundy Avenue
 Swartz Creek, MI 48473

Policy #: MML859520112
 Effective From: 2/1/2025 to 2/1/2026

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

DESCRIPTION		
Emergency Equipment	\$500,000	\$250
Emergency Pager Equipment	\$20,580	\$250
Miscellaneous Equipment	\$100,000	\$250
Communications Equipment	\$50,000	\$250
4 Inland Marine Items		

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Automobile Schedule for the Mundy Charter Township
as of 2/1/2025

Mundy Charter Township
3478 Mundy Avenue
Swartz Creek, MI 48473

Policy #: MML859520112

Effective From: 2/1/2025 to 2/1/2026

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

VEH	INSD#	YEAR	MAKE/MODEL/BODY TYPE	VIN
1		1995	Freight/Freightliner Fire Truck	3548
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Agreed Amount: \$224,679
2		2000	Freight/Freightliner Squad Rescue	9684
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Agreed Amount: \$178,277
3		2003	Pierce/Enforcer Tanker	3586
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Agreed Amount: \$416,196
4		2002	Chevy/Silverado Fire Truck	2269
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Agreed Amount: \$60,616
5		2007	Sterling/Liberty Tanker	7232
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Agreed Amount: \$224,389
6		1988	Duplex/Tanler	8994
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Agreed Amount: \$156,304
7		2013	Ford/Pickup	1FTFW1EF8DKE38304
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
8		2018	Chevy/Silverado Pickup	1GCGTDEN2J1155100
	Dept: Assessing		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
9		2019	Pierce/Pumper	4P1BAAFFXKA019876
	Dept: Fire		Comp Deduct: \$250	Coll Deduct: \$1,000
				Agreed Amount: \$694,164
10		2018	Chevy/Silverado Pickup	1GCVKREC3JZ217515
	Dept: Building		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value
11		2000	Ford/Crown Victoria	2FAFP71W4YX110991
	Dept: Fire		Comp Deduct: NO COV	Coll Deduct: NO COV
				Actual Cash Value
12		2019	Chevy/Equinox	3GNAXTEV3KS612217
	Dept: Assessing		Comp Deduct: \$250	Coll Deduct: \$1,000
				Actual Cash Value

12 Vehicles

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Crime Schedule for the Mundy Charter Township
as of 2/1/2025

Mundy Charter Township
 3478 Mundy Avenue
 Swartz Creek, MI 48473

Policy #: MML859520112
 Effective From: 2/1/2025 to 2/1/2026

Michigan Municipal League Liability
 and Property Pool
 PO Box 2054
 Southfield, MI 48037-2054

DESCRIPTION	LIMITS	DEDUCTIBLE
Depositors Forgery	\$100,000	\$0
Employee Dishonesty	\$100,000	\$0
Money/Securities Loss Inside	\$100,000	\$0
Money/Securities Loss Outside	\$100,000	\$0
Money Orders/Counterfeit	\$100,000	\$0
Computer Fraud	\$100,000	\$0
Funds Transfer Fraud	\$100,000	\$0
Impersonation Fraud	\$100,000	\$0

Bonds

Bond A: Treasurer	\$100,000	N/A
Bond B: Deputy Treasurer	\$100,000	N/A
Bond C: Clerk	\$100,000	N/A
Bond D: Deputy Clerk	\$100,000	N/A
Bond E: Township Supervisor	\$100,000	N/A
Bond F: Finance Director	\$100,000	N/A
Bond G: Building Inspector	\$100,000	N/A

Total Number of Bonds = 7

MICHIGAN MUNICIPAL LEAGUE LIABILITY AND PROPERTY POOL
Additional Interests Schedule for the Mundy Charter Township
as of 2/1/2025

Mundy Charter Township
3478 Mundy Avenue
Swartz Creek, MI 48473

Policy #: MML859520112
Effective From: 2/1/2025 to 2/1/2026

Michigan Municipal League Liability
and Property Pool
PO Box 2054
Southfield, MI 48037-2054

Additional Interest's Name	Coverage
City Of Swartz Creek	General Liability
Erc-led, Llc	General Liability
Genesee County, Board Of County Road Commissions, Etc	General Liability
Holy Spirit Lutheran Church	General Liability
Us Bancorp Equipment Finance And/or Its Assignee(s)	Property
Us Bancorp Equipment Finance And/or Its Assignee(s)	Property and General Liability



michigan municipal league

Liability & Property Pool

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE DECLARATIONS

SCHEDULE	Policy #: CYB859520112
Member: Mundy Charter Township	
Member Address: 3478 Mundy Avenue, Swartz Creek, MI 48473	
Coverage Period: 02/01/2025 to 02/01/2026	
Aggregate Limit of Liability Aggregate for all Loss , including Claims Expenses subject to the following:	\$100,000
Information Security and Privacy Liability Limit:	\$100,000
Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000
Website Media and Content Liability Limit:	\$100,000
PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000
Cyber Extortion Aggregate Sublimit:	\$25,000
First Party Data Protection Aggregate Sublimit:	\$25,000
First Party Network Business Interruption Aggregate Sublimit:	\$25,000
Liability Retention Per Claim or Incident	
Information Security and Privacy Liability:	\$0
Regulatory Defense and Penalties:	\$0
Website Media and Content Liability:	\$0
PCI Fines, Expenses and Costs:	\$0
Cyber Extortion:	\$5,000
First Party Data Protection:	\$5,000
First Party Network Business Interruption:	The greater of \$5,000 or income loss during 12 hour waiting period.
Privacy Breach Response Services Limit of Coverage	
Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses Limit:	\$50,000
Notified Individuals - Notification Services, Call Center Services and Breach Resolution and Mitigation Services Limit	10,000
Privacy Breach Response Services Retention	
Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses:	\$0
Notified Individuals Threshold:	0
Retroactive Date	09/01/2017



CERTIFICATE OF FLEET COVERAGE

This is to certify that the Michigan Municipal League Liability and Property Pool located in Ann Arbor, Michigan, has issued a policy, **No. MML859520112** covering all vehicles owned by or leased by:

**MUNDY CHARTER TOWNSHIP
3478 MUNDY AVENUE
SWARTZ CREEK, MI 48473**

and said policy complies with ACT 294, P.A. 1972, as amended.

This said Policy expires on **February 1, 2026**.

Date Issued: January 30, 2025

By: Brian Steckroth
Brian Steckroth
Authorized Representative

A SERVICE OF THE MICHIGAN MUNICIPAL LEAGUE



MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
 BUREAU OF EMS, TRAUM AND PREPAREDNESS
 EMERGENCY MEDICAL SERVICES SECTION
 PO BOX 30207
 LANSING, MI 48909
 (517) 241-3025

CERTIFICATE OF INSURANCE/COVERAGE FOR LIFE SUPPORT AGENCIES

(Authority: Act 368 of P.A. of 1978 as amended)

(To be completed by insurance or participating plan company and returned to the insured)

The subscribed insurance or participating plan provider certifies that insurance/coverage of the kinds and types and for limits of liability covering the life support vehicles designated has been procured by and furnished on behalf of the insured/covered named below.

NAME OF INSURED/COVERED Mundy Charter Township		
ADDRESS OF INSURED/COVERED 3478 Mundy Avenue		
CITY Swartz Creek	STATE MI	ZIP 48473

Life support vehicle liability coverage with respect to owned, hired, and non-owned vehicles.

POLICY NUMBER MML859520112	EFFECTIVE DATE 2/1/2025	EXPIRATION DATE 2/1/2026
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*Limits of liability

BODILY INJURY COVERAGE FOR EACH PERSON \$10,000,000	BODILY INJURY COVERAGE FOR EACH CRASH CSL	PROPERTY DAMAGE COVERAGE FOR EACH CRASH Included
--	--	---

Provide a certificate of no fault insurance or coverage with residual liability coverage of not less than one million dollars (\$1,000,000) per crash (accident) or is under a self-insured program.


Rotary winged aircraft shall include residual liability coverage of not less than five million dollars (\$5,000,000) per crash (accident) or is under a self-insured program. Fixed wing aircraft shall include residual liability coverage of not less than ten million dollars (\$10,000,000) per crash (accident) or is under a self-insured program.

Is this a fleet policy?

Yes

No - Attach a list of life support vehicles used by the covered entity named. Include year, make, vehicle type, and vehicle identification number.

The subscribing company agrees that no policy referred to herein shall be changed or canceled until ten (10) days written notice has been given to the EMS Section of the Michigan Department of Health & Human Services

NAME OF COMPANY Michigan Municipal League Liability & Property Pool	AGENTS NAME Brian Steckroth		
 Signature of Authorized Representative	AGENTS ADDRESS 26255 American Drive		
	CITY Southfield	STATE MI	ZIP 48037
1/30/2025 Date			



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:

Mundy Charter Township

3478 Mundy Avenue
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML859520112	2/1/2026	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Automobile Liability</u>			
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Use as a polling center for elections held throughout the year.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Holy Spirit Lutheran Church
7234 Fenton Rd.
Grand Blanc, MI 48439

Date Issued: 1/30/2025

By: *Ben Sturtevant*
Authorized Representative



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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Name and Address of Participant:

Mundy Charter Township

3478 Mundy Avenue
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML859520112	2/1/2026	\$10,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u> Property: Blanket Buildings & Contents	MML859520112	2/1/2026	\$14,370,631 Total Blankt Limit

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured & Loss Payee solely with respect to:All leased copiers, printers and related equipment on APP #2743454. Value of \$4,000 is included in above Total Blanket Limit subject to a \$500 Deductible, Coverage includes Fire, Theft, Extended Coverage, Vandalism, and Malicious Mischeif.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

US Bancorp Equipment Finance and/or its assignee(s)
1310 Madrid St., Ste. 101
Marshall, MN 56258

Date Issued: 1/30/2025

By: Joan Opett
Authorized Representative



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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Name and Address of Participant:

Mundy Charter Township

3478 Mundy Avenue
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>			
<u>Automobile Liability</u>			
<u>Other</u> Property: Blanket Buildings & Contents	MML859520112	2/1/2026	Bodily Injury & Property Damage Combined Single Limit \$14,370,631 Total Blankt Limit

Description of Operations/Locations/Vehicles:

Certificate Holder Loss Payee solely with respect to: All leased copiers, printers and related equipment on APP #2717331, Value of \$70,000 is included in above Total Blanket Limit subject to a \$500 Deductible, Coverage includes Fire, Theft, Extended Coverage, Vandalism, and Malicious Mischeif.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

US Bancorp Equipment Finance and/or its assignee(s)
1310 Madrid St., Ste. 101
Marshall, MN 56258

Date Issued: 1/30/2025

By: Joan Opett
Authorized Representative



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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Name and Address of Participant:

Mundy Charter Township

3478 Mundy Avenue
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML859520112	2/1/2026	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Automobile Liability</u>			
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: Agreement for Maintenance Services dated 12/1/2020 for providing general maintenance and labor for DPW services and the Agreement for Joint Services dated 12/16/19 for providing engineering services to City of Swartz Creek.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Date Issued: 1/30/2025

By: Joan Opett
Authorized Representative



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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Name and Address of Participant:

Mundy Charter Township

3478 Mundy Avenue
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML859520112	2/1/2026	\$10,000,000
<u>Automobile Liability</u>	MML859520112	2/1/2026	\$10,000,000 Bodily Injury & Property Damage Combined Single Limit
<u>Other</u>			

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured solely with respect to: MDOT Permitted Activities

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

Genesee County, Board of County Road Commissions, etc
211 West Oakley St.
Flint, MI 48503-3995

Date Issued: 1/30/2025

By: Joan Opett
Authorized Representative



michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

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Name and Address of Participant:

Mundy Charter Township

3478 Mundy Avenue
Swartz Creek, MI 48473

Coverage Afforded:

Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:

Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. 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 coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
<u>General Liability</u>	MML859520112	2/1/2026	\$10,000,000
<u>Automobile Liability</u>			Bodily Injury & Property Damage Combined Single Limit
<u>Other</u> Evidence of Coverage for Property: Blanket Buildings & Contents	MML859520112	2/1/2026	\$14,370,631 Total Blankt Limit \$ 500 Deductible

Description of Operations/Locations/Vehicles:

ERC-LED, LLC, ERC-ESG, LLC and Energy Reduction Coalition are Additional Insured solely with respect to: Lighting Conversion Program Agreement dated August 11, 2020, for the purposes of updating city owned lighting.

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:

ERC-LED, LLC
1407 Allen Dr., Ste. J
Troy, MI 48083-4009

Date Issued: 1/30/2025

By: Joan Opett
Authorized Representative

Joan Opett

From: Jim Lamerato <Jim.Lamerato@erc-led.org>
Sent: Thursday, January 30, 2025 10:07 AM
To: Joan Opett
Subject: External Email: RE: Mundy Charter Township, Certificate of Insurance

EXTERNAL EMAIL!

Joanie,

I hope you are doing well. Thanks for your continued support in getting these certificates for us.

Have a great day.

Jim Lamerato

ERC-LED, LLC
Chief Financial and Operations Officer
1407 Allen Drive Ste J
Troy, Michigan 48083-4009
Cell: 586 604-4619
Email jim.lamerato@erc-led.org
<https://energyreductioncoalition.com>

From: Joan Opett <Joan.Opett@Meadowbrook.com>
Sent: Thursday, January 30, 2025 9:50 AM
To: Jim Lamerato <Jim.Lamerato@erc-led.org>
Subject: Mundy Charter Township, Certificate of Insurance

Good morning Jim, attached is the 2/1/25 – 2/1/26 renewal Certificate of Insurance for Mundy Charter Township. Take care and have a great day 😊

Joanie

Joan Opett, Senior Customer Service Representative
Email: joan.opett@meadowbrook.com
Direct Line: 248.204.8579
Fax: 248.648.7565



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Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1332

Agenda Date: 4/16/2025

Agenda #: 2.

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

From: Joshua Freeman, Director of Administration

RE: Approval of an agreement between Genesee County and the Flint & Genesee Group, in an amount not to exceed \$1,000,000, to provide for convention and visitor services; the cost of this agreement will be paid from accommodation tax collections

BOARD ACTION REQUESTED:

Approval of an agreement between Genesee County and the Flint & Genesee Group to provide CVB services.

BACKGROUND:

Historically, Genesee County has contracted with Flint & Genesee Group to provide CVB services on behalf of the county. The most recent contract expired on 12/31/2024. The Flint & Genesee Group has continued its work, with agreement from the County, while a new contract was negotiated. Funding for this work is provided for through Genesee County's Accommodation Ordinance.

DISCUSSION:

Genesee County has been in discussions with the Flint & Genesee Group about the future of any potential agreement. Through much discussion, Genesee County has determined that it would be in its best interest to continue contracting with the Flint & Genesee Group through the end of calendar year 2025. This will allow for continued discussion and operations as we work to determine the best use of the accommodation tax collections.

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources with the enactment of this contract.

IMPACT ON BUDGET:

This function is fully budgeted into account 2180-729.00-955.046 and will have no impact on the general fund.

IMPACT ON FACILITIES:

There will be no impact on Facilities with the enactment of this contract.

IMPACT ON TECHNOLOGY:

There will be no impact on Technology with the enactment of this contract.

CONFORMITY TO COUNTY PRIORITIES:

Genesee County has prioritized community growth. In approving this contract, we are working to create a sense of place for our residents and to attract visitors to Genesee County through the promotion of our many community assets.

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 Administration to authorize entering into a Professional Services Contract between Genesee County and the Flint and Genesee Group, whereby the contractor will provide Convention and Visitors Bureau services on behalf of Genesee County for the term commencing January 1, 2025, through December 31, 2025, at a cost not to exceed either \$1,000,000.00 or 75% of accommodation tax revenue collected, whichever is less, to be paid from account 2180-729.00-955.046, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the April 16, 2025 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to sign the contract on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and the Flint & Genesee Group, a Michigan nonprofit corporation (the Group), whose principal place of business is located at 519 S Saginaw Street, Suite 200, Flint, Michigan, 48502 (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Term

1.1 Initial Term

The initial term of this Contract commences on January 1, 2025, and shall be effective through December 31, 2025 (the “Initial Term”).

2. Scope of Work

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

3. Compensation.

As annual base compensation for services, the Group shall receive, from net revenues collected by the Genesee County Treasurer pursuant to the Accommodation Ordinance calculated after a one hundred and fifty thousand dollar (\$150,000) annual administrative expense is subtracted from gross accommodation tax revenues, either one million dollars (**\$1,000,000**) or 75% of revenue collected, whichever is less. Payments shall be made quarterly per the following schedule after receipt of invoice from the Group: April 2025, July 2025, and October 2025, and January 2026.

4. Taxes.

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

5. Contract Administrator

The contract administrator for this Contract is **Jared Field** (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1

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

- 6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

Prior to any suspension of work Order being issued, the Contract Administrator shall notify Contractor, in writing, of the basis for a suspension of performance, and Contractor shall have fourteen (14) days to correct the basis for the suspension of performance. If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance that exceed the total amount due to Contractor pursuant to the terms of the Contract less amounts already paid to the Contractor.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance that exceed the total amount due to Contractor pursuant to the terms of the Contract less amounts already paid to the Contractor.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. 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.

10. 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.

11. 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".

12. 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.

13. Audit Rights

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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.

15.1 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
1101 Beach 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.

15.2 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.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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.

17.10 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.

FLINT & GENESEE GROUP

COUNTY OF GENESEE

By: _____
[Name]
[Title]

By: _____
Delrico Loyd, Chairperson
Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A

Description of the Services

- **Overall Focus of Destination Marketing for Genesee County**

The Group will ensure the sum total of its efforts are focused on the desired outcomes of the Genesee County Board of Commissioners that are in line with the Board's values, priorities and long-term vision.

- **Visitor Metrics**

The Group will establish baselines and set specific, measurable targets for increasing number of visitors and economic activity at county-owned attractions, regional assets (Flint Cultural Center, Bishop International Airport, sports venues, etc.) and local events.

- **Marketing Strategies**

The Group will ensure utilization of marketing strategies that focus on enhancing the visibility and appeal of county-owned attractions, including Crossroads Village, Wolverine Campground and The Mounds ORV Park, as well as events at these venues. This is in addition to the Group's holistic approach to marketing all public assets in Genesee County.

- **Data Collection and Feedback**

The Group will share qualitative and quantitative visitor feedback that reflects levels of satisfaction with visitor experiences in order to identify areas for improvement or enhancement.

- **Future Planning Related to Development Assets**

The Group, as led by the Board of Commissioners, may explore the feasibility of development assets for the purpose of enhancing Genesee County as a destination.

- **Reporting, Assessment and Accountability**

The Group will provide three regular reports (February, June and October) annually to the Board of Commissioners detailing progress towards achievement of targeted *outcomes*, including visitor metrics, economic impact data and evidence of direct correlation between the work of the The Group and the specific outcome.



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1390

Agenda Date: 4/16/2025

Agenda #: 3.

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

From: Joshua Freeman, Director of Administration

RE: Approval of a funding request by the Midwest Invitational Rodeo, in an amount not to exceed \$15,000.00, to provide support for the upcoming rodeo at Genesee County's E.L. Cummings Center; the cost of this request will be paid from Genesee County's Accommodation Tax Fund

BOARD ACTION REQUESTED:

Approval of a request for funding by the Midwest Invitation Rodeo in the amount of \$15,000.00

BACKGROUND:

The Midwest Invitational Rodeo has made a request, in coordination with the City of Flint and Commissioner Winfrey, to bring the rodeo back to Genesee County's E.L. Cummings Center in the Genesee Recreational Area. Last year's event saw thousands of guests despite rain on the first evening.

DISCUSSION:

The rodeo will take place June 13-14, 2025, and is expected to draw in excess of 5,000 visitors to the event. In addition, the organizer has partnered with two local hotels for out-of-town guests. This use of accommodation tax funding is consistent with Genesee County's Accommodation Tax Ordinance. The contract, to be drafted by Corporation Counsel, will provide for the appropriate county branding. .

IMPACT ON HUMAN RESOURCES:

There will be no impact on Human Resources.

IMPACT ON BUDGET:

This is a budgeted expenditure and will be paid from the Accommodation Tax Fund account 2180-729.00-899.000.

IMPACT ON FACILITIES:

This event is coordinating with Genesee County's Parks & Recreation Commission for all needs.

IMPACT ON TECHNOLOGY:

There will be no impact on IT for this event.

CONFORMITY TO COUNTY PRIORITIES:

The Board of County Commissioners have prioritized Community Growth and an Inclusive &

Collaborative Culture. The Midwest Invitational Rodeo will bring a diverse audience to Genesee County's E.L. Cummings Center as we work to create place in our community. In addition, this collaboration between Genesee County and the City of Flint supports our goal of creating a collaborative atmosphere in the county.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, authorizes entering into a funding agreement and memorandum of understanding between Genesee County and the Midwest Invitational Rodeo, LLC, and appropriating a lump sum of \$15,000.00 from account 2180-729.00-899.000 to that entity for the fiscal year ending 2025, said amount to be used solely for the purposes that are in accordance with the Accommodation Ordinance and allowed by state statute (a copy of the memorandum request and supporting documents being on file with the official records of the April 16, 2025 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

**FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN
GENESEE COUNTY
AND
MIDWEST INVITATIONAL RODEO, LLC**

This Funding Agreement and Memorandum of Understanding (“Agreement and MOU”) is entered into between the County of Genesee, Michigan, 1101 Beach Street, Flint, Michigan 48502 (“County”), and the Midwest Invitational Rodeo, LLC, 26916 Lehigh Street, Inkster, Michigan 48141 (“Rodeo”) (together, the “Parties”).

WHEREAS, the County wishes to promote and encourage tourism and convention business within the County; and

WHEREAS, the Rodeo will be hosting a rodeo at Genesee County’s E.L. Cummings Center on June 13 – 14, 2025, which is expected to draw in excess of 5,000 visitors to the event, and it is to the mutual advantage of both the County and the Rodeo to promote this event.

NOW THEREFORE, the Parties do mutually agree as follows:

1. The services to be rendered by the Rodeo for the benefit of the County under this Agreement and MOU include the promotion and encouragement of tourism associated with the rodeo at the E.L. Cummings Center.
2. Payment by the County to the Rodeo to provide the aforementioned services shall be a lump-sum payment of \$15,000.00 to be paid on or about May 1, 2025.
3. The Rodeo agrees that the County Chief Financial Officer may, at any time, request a report from the Rodeo specifying how the funds are being spent or committed. The Rodeo agrees to submit a full report concerning the expenditures of sums paid pursuant to this Agreement and MOU, said report to be filed with the Office of the Genesee County Board of Commissioners no later than September 30, 2025.
4. It is expressly understood and agreed by the County and the Rodeo that said funds shall be used solely for the services called for in this Agreement and MOU and solely for uses allowed by the Genesee County Accommodation Ordinance and state law. In the event that the Rodeo is found to have misused said funds, the Rodeo agrees to repay the amount of the misused funds to the County.

Genesee County reserves the right to withhold any future disbursements to recoup any misused funds.

5. It is agreed that the County, through its Chief Financial Officer, may have access to the books and accounts of the Rodeo at all times.
6. In consideration of the County providing this funding related to the promotion of the rodeo, the Rodeo agree to prominently display the Genesee County logo in all of its advertisements concerning the rodeo, including the language, "*Funded in partnership with Genesee County.*"
7. The Rodeo hereby agrees that it will at all times indemnify, defend, and hold the County harmless from and against every claim, demand, liability, loss damage, cost, charge, counsel fee, expense, suit, order, judgment and adjudication whatsoever hereafter the County in consequence of any act or omission by the Rodeo in the performance of this contract, and the Rodeo will provide the County with proof of insurance to meet same before the County shall be required to make payment.
8. The term of this Agreement and MOU commences April 23, 2025, through September 30, 2025.

MIDWEST INVITATIONAL RODEO, LLC

GENESEE COUNTY

By:
Its:

Delrico Loyd, Chairperson
Board of County Commissioners

Dated: _____

Dated: _____



Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2025-1391

Agenda Date: 4/16/2025

Agenda #: 4.

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

From: Joshua Freeman, Director of Administration

RE: Approval of a funding request by the Flint City Bucks, in an amount not to exceed \$15,000.00, to provide support for the upcoming International Friendly Match between the Bucks and Atlas FC; the cost of this request will be paid from Genesee County's Accommodation Tax Fund

BOARD ACTION REQUESTED:

Approval of a request for funding by the Flint City Bucks in the amount of \$15,000.00

BACKGROUND:

Annually, Genesee County has supported various soccer matches hosted by the Flint City Bucks using Accommodation Tax Funding. These matches have included international friendlies, regional championships games, and national championship games.

DISCUSSION:

On June 25, 2025, the Flint City Bucks will be hosting the Atlas FC from Guadalajara, Mexico. This game is expected to draw 3,000 - 4,000 fans from throughout our region. Atlas FC plays in the top division of Mexican Soccer. In addition, the team has partnered with a local hotel for the three-night team stay as well as for out-of-town guests. The contract, to be drafted by Corporation Counsel, will provide for appropriate county branding and opportunities for county staff and families to attend the game.

IMPACT ON HUMAN RESOURCES:

There will be no impact on HR.

IMPACT ON BUDGET:

This is a budgeted expense and will be paid for from the Accommodation Tax Fund account 2180-729.00-899.000.

IMPACT ON FACILITIES:

There will be no impact on Facilities.

IMPACT ON TECHNOLOGY:

There will be no impact on IT.

CONFORMITY TO COUNTY PRIORITIES:

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, authorizes entering into a funding agreement and memorandum of understanding between Genesee County and Flint Premier Soccer, LLC, and appropriating a lump sum of \$15,000.00 from account 2180-729.00-899.000 to that entity for the fiscal year ending 2025, said amount to be used solely for the purposes that are in accordance with the Accommodation Ordinance and allowed by state statute (a copy of the memorandum request and supporting documents being on file with the official records of the April 16, 2025 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

**FUNDING AGREEMENT AND MEMORANDUM OF UNDERSTANDING
BETWEEN
GENESEE COUNTY
AND
FLINT PREMIER SOCCER, LLC**

This Funding Agreement and Memorandum of Understanding (“Agreement and MOU”) is entered into between the County of Genesee, Michigan, 1101 Beach Street, Flint, Michigan 48502 (“County”), and Flint Premier Soccer, LLC, 4231 Schaeffer Road, Dearborn, Michigan 48067 (“Flint City Bucks”) (together, the “Parties”).

WHEREAS, the County wishes to promote and encourage tourism and convention business within the County; and

WHEREAS, the Flint City Bucks will be hosting an international friendly soccer match against Atlas FC from the top division of Mexican Soccer, which is expected to draw 3,000 – 4,000 fans from throughout the region, and it is to the mutual advantage of both the County and the Flint City Bucks to promote this international soccer match.

NOW THEREFORE, the Parties do mutually agree as follows:

1. The services to be rendered by the Flint City Bucks for the benefit of the County under this Agreement and MOU include the promotion and encouragement of tourism associated with the international soccer match against Atlas FC.
2. Payment by the County to the Flint City Bucks to provide the aforementioned services shall be a lump-sum payment of \$15,000.00 to be paid on or about May 1, 2025.
3. The Flint City Bucks agree that the County Chief Financial Officer may, at any time, request a report from the Flint City Bucks specifying how the funds are being spent or committed. The Flint City Bucks agree to submit a full report concerning the expenditures of sums paid pursuant to this Agreement and MOU, said report to be filed with the Office of the Genesee County Board of Commissioners no later than September 30, 2025.
4. It is expressly understood and agreed by the County and the Flint City Bucks that said funds shall be used solely for the services called for in this Agreement and MOU and solely for uses allowed by the Genesee County Accommodation Ordinance and state law. In the event that the Flint City Bucks are found to have misused said funds, the Flint City Bucks agree to repay the amount of the misused funds to the County.

Genesee County reserves the right to withhold any future disbursements to recoup any misused funds.

5. It is agreed that the County, through its Chief Financial Officer, may have access to the books and accounts of the Flint City Bucks at all times.
6. In consideration of the County providing this funding related to the promotion of the international soccer match, the Flint City Bucks agree to prominently display the Genesee County logo in all of its advertisements concerning the international soccer match, including the language, *"Funded in partnership with Genesee County."*
7. The Flint City Bucks agree to provide the County with a block of complimentary game tickets for County staff and families to attend the game.
8. The Flint City Bucks hereby agree that it will at all times indemnify, defend, and hold the County harmless from and against every claim, demand, liability, loss damage, cost, charge, counsel fee, expense, suit, order, judgment and adjudication whatsoever hereafter the County in consequence of any act or omission by the Flint City Bucks in the performance of this contract and the Flint City Bucks will provide the County with proof of insurance to meet same before the County shall be required to make payment.
9. The term of this Agreement and MOU commences April 23, 2025, through September 30, 2025.

FLINT PREMIER SOCCER, LLC

GENESEE COUNTY

By:
Its:

Delrico Loyd, Chairperson
Board of County Commissioners

Dated:_____

Dated:_____