Genesee County

Community & Economic Development Committee

Agenda

Wednesday, October 8, 2025	5:30 PM	324 S.Saginaw St., Bryant "BB" Nolden Auditorium

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

RES-2025-2427 Approval of Meeting Minutes - September 17, 2025

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. RES-2025-2387 Approval of an amended agreement between Genesee County and the City of Grand Blanc to allow for updated project use of CDBG funding

2. RES-2025-2418 Approval of an agreement between Genesee County and the Michigan Department of Transportation to provide for Genesee County's Rideshare Program

VIII. OTHER BUSINESS

IX. ADJOURNMENT

Genesee County

Staff Report

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

File #: RES-2025-2427 **Agenda Date:** 10/8/2025 **Agenda #:**

Approval of Meeting Minutes - September 17, 2025

Genesee County

Community & Economic Development Committee

Meeting Minutes

Wednesday, September 17, 2025 **5:30 PM** **324 S.Saginaw St., Bryant "BB" Nolden Auditorium**

I. CALL TO ORDER

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

Commissioner Avery entered the meeting at 5:31 PM.

II. ROLL CALL

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

Absent: James Avery

III. APPROVAL OF MINUTES

RES-2025-2328 Approval of Meeting Minutes – September 3, 2025

RESULT: APPROVED
MOVER: Dale K. Weighill
SECONDER: Brian K. Flewelling

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

Absent: Commissioner Avery

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. **RES-2025-2149** Approval of a request by Genesee County's Metropolitan Planning Commission to transfer unspent CDBG funding, in the amount of $10,637.00, from blight elimination to Senior Center Operations

RESULT: REFERRED
MOVER: Dale K. Weighill
SECONDER: Brian K. Flewelling

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

Absent: Commissioner Avery

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 5:33 PM.

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

Genesee County

Staff Report

File #: RES-2025-2387 **Agenda Date:** 10/8/2025 **Agenda #:** 1.

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

From: Derek Bradshaw, Director

RE: Approval of an amended agreement between Genesee County and the City of Grand Blanc to allow for updated project use of CDBG funding

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. A contract extension is also recommended.

BACKGROUND:

The City of Grand Blanc is requesting to move funds from their 2024 Infrastructure Improvements project to their 2024 Senior Center Operations project. The Infrastructure Improvements project is no longer able to be completed with assistance from the MTA as originally planned. The City Council voted to make this recommendation.

DISCUSSION:

The requested transfer is shown below . The City is requesting a contract extension until December 31, 2025

Amount	From Project	To Project
$13,871.00	2024 Infrastructure Improvements IDIS#: 2850 Acct#: 2340-704.16-899.000	2024 Senior Center Operations IDIS#: 2849 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. A budget amendment is attached.

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 entering into a Subrecipient Agreement between Genesee County and the City of Grand Blanc, said agreement being necessary to transfer funding in the amount of $13,871.00 from the 2024 Infrastructure Improvements account 2340-704.16-899.000 to the 2024 Senior Center Operations 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 October 8, 2025 meeting of the Community and Economic Development Committee of this Board), the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

AMENDMENT to Subrecipient Agreement Between
The County of Genesee
And
City of Grand Blanc

THIS AGREEMENT, made as of the ______ day of __________, **2025** between the County of Genesee, acting by and through the:

Genesee County Metropolitan Planning Commission
Community Development Program
Suite 8D, 324 S Saginaw Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

City of Grand Blanc
203 E Grand Blanc Rd
Grand Blanc, MI 48439

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 amend the 2024 Subrecipient Agreement for the purpose of adding $13,871 transferred from the city's Infrastructure Improvements project;

WHEREAS, the Grantee wishes to amend the subrecipient agreement for Senior Center Operations for the purpose of extending the time of performance until December 31, 2025;

NOW, THEREFORE, it is agreed between the parties hereto that the Agreement is amended as follows:

Section I(A) is amended and restated as follows:

"I. SCOPE OF SERVICE

A. Activities

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

City of Grand Blanc – Senior Center Operations
The City of Grand Blanc shall provide funding for operational expenses at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439.

This activity will be funded with **$16,237** of 2024 Genesee County CDBG funds."

Section II is amended and restated as follows:

"II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the *31st day of December, 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."

Section III is amended and restated as follows:

"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 **$16,237.00** 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."

Except as otherwise provided herein, all other terms of the Subrecipient Agreement shall remain in full force and effect.

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

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 subward 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 Genesee County Metropolitan Planning Commission

Entity receiving funds Genesee County Local Units of Government

Funding Source(s) U.S. Department of Housing and Urban Development

Notes:

CHARACTERISTICS

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
✓	

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
✓	

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

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

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
✓	

EXPLANATIONS

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 eligibilty 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
✓	

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
✓	

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

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
✓	

EXPLANATIONS

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contrac-tor; 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 mulitple 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.

Award Risk

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
✓	

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

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
✓	

EXPLANATIONS

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

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
✓	

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

Yes	No
	✓

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

Yes	No
✓	

OR

200.330 b.3 Normally operates in a competitive environment;

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

Yes	No

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

Yes	No

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

Yes	No

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
✓	

EXPLANATIONS

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.

Entity's Business Environment

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
	✓

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
	✓

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
✓	

EXPLANATIONS

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

Final Determination

Subrecipient	Contractor
✓	

EXPLANATIONS

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

Determined by Gwynneth Coselman (enter name of person initially making decision) 9/30/2024 (date)

Approved by Sheila Taylor (enter name of person reviewing) 10/4/24 (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 PROJECT NEED A CONTRACT?

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

Yes: ☐ (Go to Question 2)
No: ☑ (Go to Question 4)

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

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

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

Yes: ☐

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

No: ☐

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

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

Yes: ☐ This project requires a contract, skip to the contracts section.
No: ☑ Contact Corporate Counsel office prior to submitting into Legistar.

CONTRACTS

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

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

a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.

b. New Contract: Go to Question 2.

2) **How is the contract funded?**

a. Budgeted or General Funds: ☐ (Go to Question 3)

b. Grant Funded: ☑ (Go to Question 4)

c. Millage Funded: ☐ (Go to Question 5)

3) **What is the vendor providing?**

a. Services: ______
- Use the **Professional Service Contract Template**

b. Construction/Physical Building Altercation/Remodel ______
- If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact Corporate Counsel prior to submitting into Legistar.

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

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

a. If the service provider is a **contractor**, go back to Question 3.

b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact Corporate Counsel office for review of the agreement/template.

5) **Is this a new contract/agreement?**

Yes: ☐ No: ☑

a. If **yes** - contact Corporate Counsel office for assistance in selecting a template and/or creating an agreement.

b. If **no** – has the template/previous agreement used for this program been reviewed by Corporate Counsel since August 1, 2023?

If **yes**, use the template/previous agreement.
If **no**, contact Corporate Counsel regarding template/previous agreement.

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

Yes: ☐ No: ☑

a. If yes, submit the contract to Corporate Counsel office for review prior to submitting to Legistar.

* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (Fiscal Services, Purchasing, Risk Management, or Corporate Counsel) to address your question prior to submission into Legistar.

City of Grand Blanc
Grand Blanc Senior Center
Tables and Chairs
Budget

Tables and Chairs	$ 13,871.00

DESCRIPTION: 2024 City of Grand Blanc Transfer Request

GL #	DESCRIPTION	Increase/(Decrease)
2340-704.16-899.000	PROJECTS	(13,871.00)
2340-704.16-504.000	FEDERAL PARTICIPATION	(13,871.00)
2340-704.17-899.000	PROJECTS	13,871.00
2340-704.17-504.000	FEDERAL PARTICIPATION	13,871.00

APPROVED BY: ____

Subrecipient Agreement Between
The County of Genesee
And
City of Grand Blanc

THIS AGREEMENT, made as of the 18th day of Novembe, **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

City of Grand Blanc
203 E. Grand Blanc Rd, Grand Blanc, MI 48439

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 **Senior Center Operations** 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:

City of Grand Blanc – Senior Center Operations
The City of Grand Blanc shall provide funding for operational expenses at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439.

This activity will be funded with **$2,366.00** 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 **$2,366.00** 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 Administrate 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.

James Avery (Nov 15, 2024 20:44 EST)	Wendy Jean-Buhrer Wendy Jean-Buhrer (Nov 25, 2024 09:17 EST)
County's Authorized Representative	Subrecipient's Authorized Representative
11/15/2024	11/25/2024
Date	Date

Attachment A

Subrecipient's Initial Budget

Description	CDBG Amount	Match Amount	Match Sources
The City of Grand Blanc shall provide funding for operational expenses at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439.	$2,366	$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**

Use of Funds	CDBG Amount	Other Project Funds Amount	Other Project Source
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
	$	$	
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

	Current Reporting Period		Cumulative Count	
Race	**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.gcmpc.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).

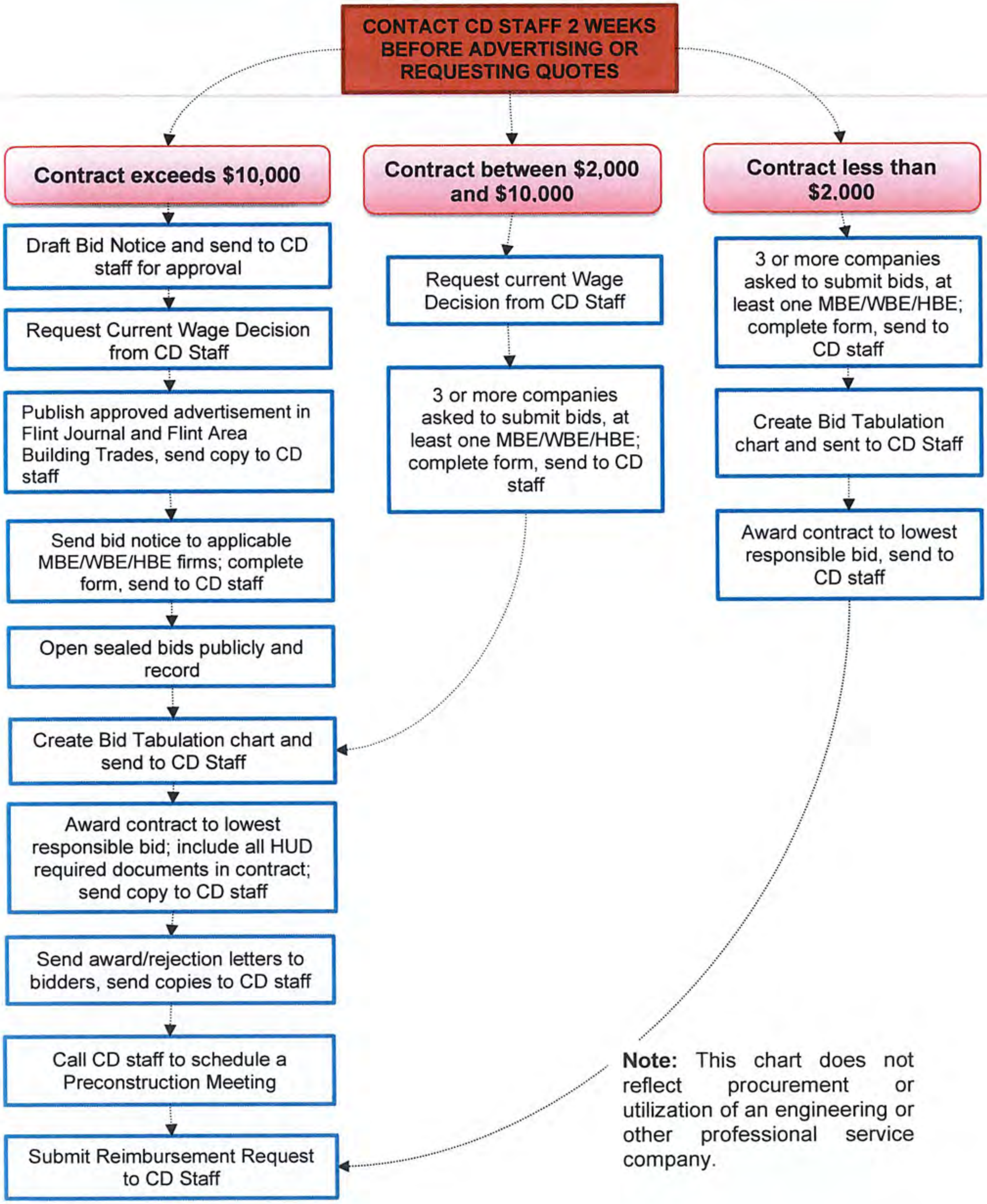
Lowest responsible bid should be awarded contract (letter of award/rejection placed in subrecipient's file and copy sent to Genesee County Community Development Program). **IF** lowest responsible bidder is not awarded, the subrecipient ***must submit written justification and obtain approval*** of the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

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

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

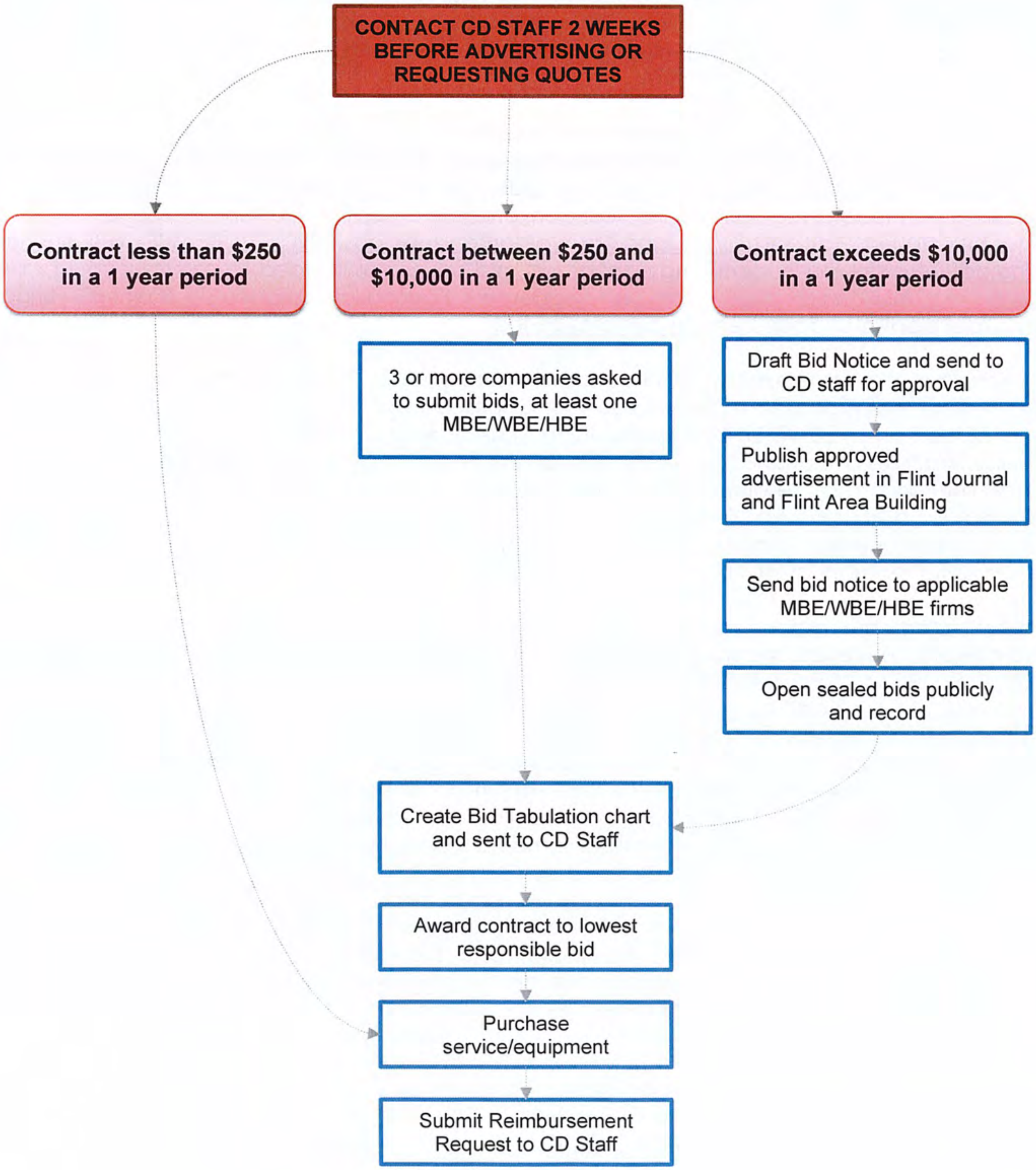
The work to be performed under these contracts, and any subsequent subcontracts for work performed under this amount of contract award, are subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Bid notice must include reference of Section 3 opportunities 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**



Note: This chart does not reflect procurement or utilization of an engineering or other professional service company.

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: __________

Attachment I
Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
Genesee County Community Development Block Grant (CDBG) Program

Name of Business:____

Address of Business:____

Type of Business: ☐ Corporation ☐ Partnership ☐ Joint Venture
☐ Limited Liability Corporation ☐ Sole Proprietorship

Type of Work:____

I __________________________________, hereby certify that the business
(Print Name and Title)

known as ____
(Print business name)

_______ is not a Section 3 business (sign below)

_______ is a Section 3 business because (check one of the following, sign and complete page 2)

_______ 51 percent (51%) or more is owned by Section 3 residents*; or

_______ 30 percent (30%) of the permanent full time employees are currently Section 3 residents* or were Section 3 residents* when first hired (if within the last three years); or

_______ The business commits in writing to subcontract over 25 percent (25%) of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

AND
The business was formed in accordance with state law and is licensed under state, county or municipal law to engage in the business activity for which it was formed.

* A Section 3 Resident is a person living in Genesee County who is a Public Housing resident or who is low income.

Low Income Persons means families whose incomes do not exceed 80% of the annual median income as adjusted by HUD, for Genesee County (see income limits on page 2).

It is important to note that a Genesee County Section 3 Certification in itself, shall not in any way be construed, that any bid or contract award is accepted, nor guaranteed, nor is any Business Concern entitled to any contract award based upon the Section 3 Certification.

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:

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ 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:

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ 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:

☐ Copy of lease

☐ Copy of receipt of public assistance

☐ Copy of Evidence of participation in a public assistance program

☐ Copy of the most recent year's income tax filings

☐ 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:	City of Grand Blanc
2) Recipient's Unique Entity Identifier:	FU9VFSU6YJ62
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:	$2,366
7) Total Amount of Federal Funds Obligated:	$2,366
8) Total Amount of the Federal Award:	$2,366
9) Budget Approved by the Federal Awarding Agency:	$2,366
10) Total Approved Cost Sharing or Matching where applicable:	N/A

11) Federal Award Project Description:

The City of Grand Blanc shall provide funding for operational expenses at the Grand Blanc Senior Center located at 12632 Pagels Drive, Grand Blanc, MI 48439.

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

Local Unit	Unique Entity Identifier (UEI)	Expiration
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	LPQJJJXQ1NC6	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

Signature: Theresa LeFavour
Theresa LeFavour (Nov 18, 2024 08:18 EST)

Email: TLeFavour@geneseecountymi.gov

2024 CDBG - City of Grand Blanc Senior Center Operations

Final Audit Report 2024-11-25

Created:	2024-11-15
By:	Theresa LeFavour (TLeFavour@geneseecountymi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABSgksH9I8Jx8XqTfC2ytEB-sEqcRQuCd

"2024 CDBG - City of Grand Blanc Senior Center Operations" History

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Adobe Acrobat Sign

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

Genesee County

Staff Report

File #: RES-2025-2418 **Agenda Date:** 10/8/2025 **Agenda #:** 2.

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

From: Derek Bradshaw, Director

RE: Approval of an agreement between Genesee County and the Michigan Department of Transportation to provide for Genesee County's Rideshare Program

BOARD ACTION REQUESTED:

The Genesee County Metropolitan Planning Commission is recommending the Board of Commissioners approve the Fiscal Year 2026 Rideshare Contract and authorize Derek Bradshaw to sign the contract.

BACKGROUND:

Every year, the Genesee County Metropolitan Planning Commission (GCMPC) receives federal funding to administer a Rideshare Program in Genesee and Lapeer Counties. A contract between GCMPC and the Michigan Department of Transportation (MDOT) for $50,000 in federal funds is attached. The language in the FY 2026 contract is identical to the previous FY 2025 contract . Rideshare revenue funding is included in the FY 2026 GCMPC budget under account number 2324-734.01-525.000 . Rideshare will be expensed through various accounts including payroll. Most of this cost is personnel related and included in the various payroll accounts in Fund 2323. Staff time to expand awareness of the Rideshare program will be funded with this revenue and a request to establish a purchase order will be submitted when the contract is approved.

DISCUSSION:

At this time, the Genesee County Metropolitan Planning Commission is requesting that the Genesee County Board of Commissioners approve the attached contract and give approval for Chairperson Delrico Loyd to sign the contract. This approval will allow for work on this program for FY 2026.

IMPACT ON HUMAN RESOURCES:

This is an existing program that will be continued into FY 2026.

IMPACT ON BUDGET:

The contract is for $50,000 in federal funding to implement the Rideshare program. This funding is included in the GCMPC budget.

IMPACT ON FACILITIES:

No impact on facilities.

IMPACT ON TECHNOLOGY:

No impact on technology

CONFORMITY TO COUNTY PRIORITIES:

This project serves Genesee County's priorities of Healthy, Livable, and Safe Communities by promoting environmental stewardship and enhancing public health. Ridesharing reduces the number of vehicles on roadways, and as a result, lessens the amount of potentially harmful emissions released into the environment.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into a Local Rideshare Program contract between Genesee County, through the Genesee County Metropolitan Planning Commission (GCMPC), and the Michigan Department of Transportation (MDOT), whereby GCMPC will administer a Rideshare Program in Genesee and Lapeer Counties, effective October 1, 2025, through September 30, 2026, and in turn, will be reimbursed by MDOT in the amount of $50,000.00, included in the FY 2026 GCMPC budget under account 2324-734.01-525.000, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the October 8, 2025 meeting of the Community and Economic Development Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

CONTRACT NO. 2025-0664
JOB NO. 216319OPS

MICHIGAN DEPARTMENT OF TRANSPORTATION

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

CONTRACT FOR

A LOCAL RIDESHARING PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and the Genesee County Metropolitan Planning Commission (AGENCY) to provide for a local ridesharing program.

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Section 28.	Signing

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Attachment A

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Exhibit B	-	Year-to-Date Cost Spreadsheet Example
Exhibit C	-	Local Agency Request for Reimbursement Form
Exhibit F	-	General Agreement Provisions for Federal Aid Projects
Appendix A	-	Prohibition of Discrimination in State Contracts
Appendix B	-	Title VI Assurance
Appendix C	-	Assurances That Recipients and Contractors Must Make

Section 1. PURPOSE

This Contract is to provide for a local ridesharing program with trip destinations in Genesee and Lapeer Counties, located in the State of Michigan (PROJECT).

The AGENCY will carry out the PROJECT in conformity with the objectives and goals set forth in Exhibit A, attached hereto and made a part hereof, as directed by MDOT.

Section 2. STAFF REPRESENTATIVES

The AGENCY will designate a qualified staff representative to coordinate and direct the technical activities required by the PROJECT and to represent the AGENCY in technical matters when conducting business with MDOT. The staff representative will be expected to devote a major portion of his/her work time to the PROJECT. The AGENCY will also assign a staff member to serve as the primary point of contact; this staff member or a qualified staff substitute is required to participate in meetings attended by the local rideshare office, Michivan provider(s), and MDOT.

Section 3. FUNDING

MDOT will reimburse the AGENCY for the conduct of the PROJECT in an amount not to exceed Fifty Thousand Dollars ($50,000.00), as set forth in Attachment A, dated September 9, 2025, one page, attached hereto and made a part hereof. The AGENCY will be responsible for all costs in excess of the funds shown above.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

Section 4. FEDERAL GRANT

The AGENCY will perform or cause to be performed all the PROJECT work. It is understood that the AGENCY may contract for portions or all of the PROJECT work. The performance of the PROJECT work will be subject to the "General Agreement Provisions for Federal Aid Projects," attached hereto as Exhibit F.

Section 5. ALLOWABLE MARKETING-RELATED COSTS

a. Allowable Personnel Costs: Wages and direct labor overhead (employee fringe benefits) budgeted as a percentage of payroll at the provisional rate. The following items may be included in the direct labor overhead percentage: vacation, sick and personal leave, holiday, retirement, workers' compensation, social security, hospitalization/life insurance, and unemployment compensation.

b. Allowable Administrative and Overhead Costs: Expenditures for administration and costs such as rental of office space, office equipment, local telephone and other utility services, and other expenses chargeable to the PROJECT. All equipment purchases over Five Thousand Dollars ($5,000.00) that use monies provided by or arising out of this Contract require prior approval from MDOT.

   For purposes of partial payments, the current provisional rate of itemized PROJECT costs will be utilized to estimate administrative and overhead costs during the conduct of the PROJECT. The provisional rate for administrative and overhead costs will be included in each billing submitted to MDOT for reimbursement to the AGENCY.

   The use of a provisional overhead rate does not establish a minimum to the final overhead costs to be paid to the AGENCY. The provisional percentage will be adjusted at the time of final payment to a rate representative of, but not to exceed, actual costs. Final determination of the amount will be based upon audit at the completion of the PROJECT or at such time as this Contract is canceled.

c. Allowable Promotional Costs: The guaranteed ride home program, media advertising (print, broadcast, direct mail, outdoor, telephone, interactive video), agency information (brochures, flyers, newsletters, posters, other educational materials and dispensers/holders), audio visual presentations, promotional signs, market research and advertising agency design, promotional items and special events, and toll-free telephone lines.

   Promotional items must include the name and telephone number of the rideshare office. Exceptions will be considered upon written request on a case-by-case basis.

Excluded or Ineligible Costs: Sponsorship of athletic teams and sports paraphernalia as a promotional item. In addition, a maximum of twenty percent (20%) of the budget may be used for the purchase of promotional items (specialty advertising). Any amount over twenty percent (20%) must come from local funds. Items printed on paper, such as calendars, place mats, etc., are classified as print advertising and are not included in the twenty percent (20%) calculation (exception: playing cards, which are a specialty item).

d. Allowable Subscriptions, Supplies, and Material Costs: Subscriptions, supplies, and materials used in the conduct of the PROJECT.

e. Allowable Travel and Subsistence Costs: Actual costs in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference. The current State of Michigan Standardized Travel Regulations may be found at www.michigan.gov/dtmb under "Services," "Travel."

f. Additional requests may be submitted in writing to MDOT and are contingent upon written approval.

g. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR, Federal Acquisition Regulations, Part 31, and 2 CFR Part 200.

Section 6. BUDGET ADJUSTMENTS AND AMENDMENTS

Expenditures that are not consistent with Attachment A will not be considered eligible PROJECT costs, unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section. MDOT may approve changes to existing line items, including additions or deletions to the quantities and description in a specific line item, and may delete in whole or in part a line item if it is determined that each change is justified to fulfill the purpose of this Contract. If the proposed change would add a new line item or change the funding amount of this Contract, this Contract must be amended to make the change(s) before the expenditure will be deemed an eligible PROJECT cost.

Upon receipt of a written request to make changes to existing line items, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information. Requests to make changes that require an amendment will be processed in a timely manner, as circumstances permit. If a budget adjustment or an amendment is made that requires a change to Attachment A, references in the Contract to Attachment A will then be to Attachment A as revised.

Section 7. DISPOSITION OF EQUIPMENT

Upon termination or expiration of this Contract, all equipment acquired by the AGENCY with monies provided by or arising out of this Contract will be distributed in conformity with applicable MDOT policies, provided that the AGENCY will have the option to retain all standard equipment for its own use, provided that, at the time of termination or expiration, the AGENCY pays the fair market value of such retained property.

Section 8. COMPETITIVE PROCUREMENT

If the AGENCY receives federal funding through MDOT for the procurement, the AGENCY will comply with the following requirements:

a. The AGENCY will follow the current procedures outlined in the "Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT." The procedures can be found at http://www.michigan.gov/mdotptd under "Procurement," "Procurement Guidelines," "Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT."

b. The AGENCY will document how the price was determined to be fair and reasonable for purchases up to Ten Thousand Dollars ($10,000.00) or, as an alternative, will document compliance with the provisions of subsections (c) or (d) below.

c. The AGENCY will document competitive quotations from an adequate number of qualified sources for purchases up to Two Hundred Fifty Thousand Dollars ($250,000.00), except for purchases of Ten Thousand Dollars ($10,000.00) or less, or, as an alternative, will document compliance with the provisions of subsection (d) below.

d. The AGENCY will solicit and advertise for competitive bids/proposals for purchases of Two Hundred Fifty Thousand Dollars ($250,000.00) or more, except for contracts for architectural and engineering services. The AGENCY will ensure that there is an adequate number of qualified bidders/proposers. The AGENCY may award a contract to a responsible proposer other than the lowest in price provided that adequate provision for such action is included in the RFP. Justification for such selection will be provided to MDOT prior to the award of the contract.

e. The AGENCY will solicit and advertise for proposals from an adequate number of sources to permit reasonable competition for contracts for architectural and engineering services. The AGENCY will use competitive proposal procedures based on the Brooks Act, as defined in 40 USC Part 541, regardless of the dollar amount of the project.

Section 9.   THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY is not certified in accordance with Michigan State Transportation Commission policy or receives federal funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in Michigan State Transportation Commission policy prior to said contracts being signed by the AGENCY. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as a warranty of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

PROJECT-Related Procurement: The AGENCY will submit to MDOT copies of the following procurement documents for review and approval by MDOT for solicitations over the amount identified in Michigan State Transportation Commission policy.

a. Prior to solicitation:

  i. Invitations for bids (IFBs) and requests for proposals (RFPs) when either of these methods of procurement is used.

  ii. Amendments to the above, to be submitted by the AGENCY prior to distribution.

  iii. Any specifications, plans, drawings, and quantity figures to be included in the IFBs or RFPs.

b. After solicitation:

  i. Unsigned third-party contracts.

  ii. Copies of selected bids or proposals. (The AGENCY will retain copies of all other bids and proposals received.)

  iii. Lists that include the names of all bidders or proposers, the amount of each bid or the score for each proposal, responsible and responsive determinations, and identification of the selected bids or proposals.

Section 10. REPORTING, BILLINGS, AND PAYMENTS

a. In order to receive funds under this Contract, the AGENCY must submit a quarterly marketing report within forty (40) days after the end of each quarter and actual quarterly progress billings to MDOT for allowable costs. The quarterly marketing report will include the marketing efforts made during the reporting quarter, the number of carpools/vanpools that were formed and the number of riders added during the quarter, the total number of carpools/vanpools, and the total number of riders.

b. All billings will be labeled by the actual period covered and will use the format provided in the attached Exhibit B with the corresponding form contained in the attached Exhibit C.

c. The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

d. Within sixty (60) days after PROJECT completion or termination, the AGENCY will submit to MDOT a billing designated as "Final Billing" to be charged against the Contract. Upon written request by the AGENCY to MDOT within the sixty (60) day period, which request will include documentation of the circumstances that prevent timely submission of all billings that support the final billing, MDOT may, in writing, extend the sixty (60) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation for the final billing sixty (60) days after the date of PROJECT completion or termination or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under this Contract.

Section 11. AUDIT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Contract or any other agreement or payable to the AGENCY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

Section 12. LIABILITY

Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by contract or by law, for any claims arising out of the performance of this Contract.

Section 13. INSURANCE

The AGENCY will provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to this Contract against any and all claims that may arise out of the AGENCY's operations hereunder.

Section 14. ACCOUNTING RECORDS AND DOCUMENTATION

With regard to audits and record-keeping:

a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract. The AGENCY will maintain complete PROJECT files, including, but not limited to, supporting data, surveys, and technical and administrative reports.

b. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, that are in effect at the time of Contract award with regard to audits.

   i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollar ($750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.

   ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars ($750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Code of Federal Domestic Assistance (CFDA) grant number(s). This information must also be submitted to the addresses in paragraph (iv) below.

   iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (http://harvester.census.gov.fac/). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the auditor's report(s) or within nine (9) months after the end of the AGENCY's fiscal year, whichever is earlier.

iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

Address:

Michigan Department of Transportation
Financial Operations Division
Budget, Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

With a copy to:

Michigan Department of Transportation
Office of Passenger Transportation
Mail Code B425
P.O. Box 30050
Lansing, MI 48909

v. Agencies must also comply with applicable state laws and regulations relative to audit requirements.

vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.

vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

c. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.

e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

Section 15. INSPECTION AND AUDIT

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation or their authorized representatives, agents, or employees, to inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT RECORDS. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty as to the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT.

Section 16. TERMINATION OR SUSPENSION

a. For any reason, MDOT or the AGENCY may, by thirty (30) days written notice, suspend any or all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or MDOT may, by thirty (30) days written notice to the AGENCY, terminate any or all of the rights and obligations under this Contract.

b. Action Subsequent to Notice of Termination or Suspension: Upon receipt of any notice of termination or suspension under this section, the AGENCY will proceed to carry out the actions required therein, which may, without limitation, include any or all of the following:

i. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.

ii. Furnish to MDOT within sixty (60) days after receipt of notice of termination or suspension a statement of the status of the PROJECT and PROJECT costs to date, as well as a proposed plan and budget for closing out the PROJECT activities and contracts and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest plan and budget approved by MDOT or upon the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a plan and budget within the sixty (60) day period. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Contract.

Section 17. PROHIBITION OF DISCRIMINATION

a. In connection with the PROJECT for which this Contract is made, the AGENCY (hereinafter in Appendix A referred to as the “contactor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State

Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

b. During the performance of this Contract, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being PL 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

c. The AGENCY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof, with regard to its contracting opportunities. The AGENCY's contracting opportunities include the purchase of any items and the undertaking of any construction projects, except transit vehicle or land acquisition, respectively.

Section 18. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

Section 19. CERTIFICATION

The AGENCY's signature on this Contract constitutes the AGENCY's certification that to the best of its knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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, the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.

The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

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 31 USC 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000.00) and not more than One Hundred Thousand Dollars ($100,000.00) for each such failure.

Section 20. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

Section 21. COMPLIANCE WITH LAWS

In the performance of this Contract, the AGENCY will comply with all applicable state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and performance of this Contract.

Section 22. CONCLUSIONS

Any publication by the AGENCY of the results of the PROJECT or information with respect to the PROJECT will be reviewed by and have the written approval of MDOT and will give proper credit for the PROJECT. Such approval is for MDOT's own purposes and does not relieve the AGENCY of its decision to publish or of any liability arising from the decision by the AGENCY to publish.

If MDOT does not wish to subscribe to the findings or conclusions of the services, the following statement will be added to the credit line of all reports published by the AGENCY or by MDOT:

> "The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Michigan State Transportation Commission or the Michigan Department of Transportation."

Section 23. COPYRIGHT

It is agreed that the AGENCY will not copyright any papers, reports, forms, or other material that is part of its work under this Contract without the written approval of MDOT.

Section 24. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract.

Section 25. OWNERSHIP OF DATA AND REPORTS

All data collected under this Contract or furnished by MDOT, together with all tapes, summaries, and charts derived therefrom, are the property of MDOT and cannot be furnished to any party without permission of MDOT, except to the involved governmental agencies and commissions as part of the progress reporting process.

All reports prepared by the AGENCY, including all graphics and texts, as instruments of service are the property of MDOT.

Section 26. TERM

This Contract will be in effect from October 1, 2025, through September 30, 2026.

Section 27. CONFLICTS

In the event of any conflict between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

Section 28. SIGNING

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving said contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: ____

Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: ____

Title: Department Director

Approved as to Legal Form
9-9-25 J.S.

FUNDING SOURCES
FISCAL YEAR 2026 UNIFIED WORK PROGRAM

Activities	GCMPC	PL	PL Transit	Carry Over--PL	Carry Over PL Transit	CMAQ*	HPP	Subtotal (GCMPC)	MTF (MDOT)	Total
III. DATA MANAGEMENT										
A. Data Management Systems	$3,991	$16,000	$2,000					$21,991	$7,593	$29,584
B. Data Inventory and Model Maintenance	$4,781	$18,062	$3,500					$26,343	$13,324	$39,668
Subtotal	$8,773	**$34,062**	**$5,500**					$48,335	$20,917	$69,252
IV. TSM PLANNING										
A. TSM Coordination	$73,424	$200,000	$31,116	$100,000				$404,540	$30,743	$435,283
B. Transit Planning	** $21,757	$0	$98,117					$119,874	$0	$119,874
C. Ridesharing						$50,000		$50,000	$0	$50,000
D. Pavement Management	$399	$1,800						$2,199	$0	$2,199
E. Safety and Complete Streets Planning	$5,987	$27,000						$32,987	$0	$32,987
F. Air Quality Awareness	$12,500					$50,000		$62,500	$0	$62,500
Subtotal	$114,067	**$228,800**	**$129,233**	$100,000	$0	$100,000	$0	$672,100	$30,743	$702,843
V. LONG-RANGE PLANNING										
A. Update Long Range Transportation Plan	$4,657	$18,000	$3,000					$25,657	$3,871	$29,528
Subtotal	$4,657	**$18,000**	**$3,000**	$0	$0			$25,657	$3,871	$29,528
VI. PLANNING SUPPORT										
A. Program Management	$63,908	$260,000	$28,200					$352,108	$13,101	$365,208
B. Develop Unified Work Program	$3,614	$14,000	$2,300					$19,914	$1,935	$21,849
C. Prepare Transportation Improvement Program	$29,936	$115,000	$20,000					$164,936	$3,870	$168,806
Subtotal	$97,458	**$389,000**	**$50,500**	$0	$0		$0	$536,958	$18,906	$555,864
GRAND TOTAL	**$224,955**	**$669,862**	**$188,233**	**$100,000**	**$0**	**$100,000**	**$0**	**$1,283,050**	**$74,437**	**$1,357,486**

**20,870 of match to be provided by the MTA
*CMAQ Funds are being requested under a separate application.

Amounts shown below represent Federal Funds equaling 81.85% of total.
Studies and other contracted services
MTA Transit Planning - Transit Surveys $20,000
MTA Transit Studies / Strategic Plan $74,117

GCMPC-Genesee County Metropolitan Planning Commission Local Match
PL-Federal Funds for Planning Activities from the Federal Highway Administration
PL Transit-Federal funds for Transit Planning from Federal Transit Administration
CMAQ - Congestion Mitigation and Air Quality funds (Ridesharing/Air Quality Awareness)
MTF-Michigan Transportation Fund

EXHIBIT A

Objective #1

Focus on increasing the number of carpools and vanpools operating in the service area.

Goal #1: Increase the number of carpoolers registered with the program. This will include the purging of records at a minimum of twice a year to ensure data accuracy.

Goal #2: Increase the number of vanpools with a destination into the service areas.

Goal #3: Offer a Guaranteed Ride Home Program.

Objective #2

Coordinate with other rideshare offices and agencies to ensure that customers receive information on all transportation-related options available in place of the single occupant vehicle for the work commute trip. Examples include, but are not limited to, carpooling, vanpooling (MDOT sponsored or privately sponsored), transit, flex time, and telecommuting.

Goal #1: Provide a call referral service to other rideshare offices for customers whose destination point is outside of the service area.

Goal #2: Provide a referral service to other public agencies and/or private organizations that have customers with an identified transportation need that a known program may provide assistance to meet that need. (Examples include Michigan Works! Agencies, Michigan Workforce-Development Agencies, and other transportation-to-work efforts.)

Objective #3

Conduct program promotions focused on increasing public awareness.

Goal #1: Promote the program through media advertising.

Goal #2: Promote the program through promotional brochures with the incorporation of a Guaranteed Ride Home Program.

Goal #3: Promote the program during National Transportation Week and/or Try Transit Week.

Goal #4: Promote the MichiVan component of the program through joint, agreed upon coordination with the MDOT approved vendors.

EXHIBIT B

Year-to-Date Cost Spreadsheet
Example*

Part A - Federal Participating

ITEM	BUDGETED	THIS PERIOD	YEAR TO DATE	BALANCE
PERSONNEL COSTS Salary Fringes				
ADMINISTRATIVE & OVERHEAD COSTS				
PROMOTIONAL COSTS Guaranteed Ride Home Other				
SUBSCRIPTIONS, SUPPLIES & MATERIAL COSTS				
TRAVEL COSTS				
TOTALS				

PART B - FEDERAL NON-PARTICIPATING

ITEM	BUDGETED	THIS PERIOD	YEAR TO DATE	BALANCE
PERSONNEL COSTS Salary Fringes				
ADMINISTRATIVE & OVERHEAD COSTS				
PROMOTIONAL COSTS Guaranteed Ride Home Other				
SUBSCRIPTIONS, SUPPLIES & MATERIAL COSTS				
TRAVEL COSTS				
TOTALS				

*Line items will be constructed based on the format of your Attachment A

Michigan Department of Transportation
0802P (10/16)

EXHIBIT C

LOCAL AGENCY REQUEST FOR REIMBURSEMENT

This information is required by MDOT in order for you to obtain reimbursement for expenses.

MDOT AGREEMENT #	LOCATION		MDOT STRUCTURE #
DATE	BILLING # FINAL? ☐ Yes ☐ No		AMOUNT AUTHORIZED TO SPEND $
AGENCY	CONTROL SECTION	JOB #	TOTAL PROJECT COSTS TO DATE (Previous) $
ADDRESS (Street)	FED. PROJECT #	FED. ITEM #	PROJECT COSTS (This Request) $
ADDRESS (City, State)	SERVICE PERIOD		BALANCE AVAILABLE $

SUMMARY OF CHARGES

PRELIMINARY ENGINEERING

LABOR ____________

EQUIPMENT RENTAL ____________

OTHER ____________ ____________

TOTAL PRELIMINARY ENGINEERING ____________

REAL ESTATE

ACQUISITION COST ____________

APPRAISAL FEES ____________

OTHER ____________ ____________

TOTAL REAL ESTATE ____________

LOCAL CONTRACTED WORK ____________

TOTAL LOCAL CONTRACTED WORK ____________

CONSTRUCTION ENGINEERING

INSPECTION/STAKING/TESTING ____________

OTHER ____________ ____________

TOTAL CONSTRUCTION ENGINEERING ____________

FORCE ACCOUNT

LABOR ____________

EQUIPMENT ____________

MATERIALS ____________

OTHER____________ ____________

TOTAL FORCE ACCOUNT ____________

TOTAL CHARGES ____________

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

AGENCY REPRESENTATIVE (Signature)	TITLE	DATE
MDOT CONCUR FOR FUNDING (Signature)	TITLE	DATE

EXHIBIT F

GENERAL AGREEMENT PROVISIONS FOR FEDERAL AID PROJECTS

1. General Provisions:

    a. The AGENCY will comply with all FHWA requirements concerning special requirements of law, program requirements and other administrative requirements.

    b. To qualify for eligible cost, all work will be documented in accordance with the requirements and procedures of MDOT.

    c. Those projects funded with Federal monies will be subject to inspection at all times by MDOT and the FHWA.

2. Federal Clean Air Act of 1970: The political subdivisions that are a party to this contract on those Federally funded projects that exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

    a. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

    b. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines issued thereunder.

    c. That, as a condition of Federal aid pursuant to this contract, it will notify MDOT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

3. Other Regulatory Requirements:

    a. The AGENCY assures and certifies that it will comply with the regulations, policies, guidelines, and requirements of 49 CFR Part 18 (U.S. DOT Implementation of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or “Common Rule”) as they relate to the application, acceptance, and use of Federal Funds for this federally-assisted project.

    b. The AGENCY will be responsible for the accurate and detailed accounting of the costs and expenses incurred in the performance of any part of the PROJECT work it agrees to undertake, as provided within this contract. Said accounts will be maintained in accordance with generally accepted government accounting principles and 49 CFR Part 18. Said accounts will be made available for review and audit by MDOT and, as required, by the FHWA and appropriate U.S. governmental agencies and will be retained on file for a period of not less than three years from the date of the final payment for work conducted under this Contract.

c. The AGENCY will comply with the Single Audit Act of 1984, P.L. 98-502, and OMB Circular A-133. All such audits are subject to the review and approval of MDOT, the FHWA, and the Office of the Inspector General.

4. Retention and Custodial Requirements for Records:

a. Financial records, supporting documents, statistical records, and all other records pertinent to this instrument will be retained for a period of 3 years, with the following exceptions:

(1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records will be retained until all litigation claims or audit findings involving the records have been resolved.

(2) Records for nonexpendable property, if any, required with Federal Funds will be retained for 3 years after the final disposition of such property.

(3) When records are transferred to or maintained by the FHWA, the 3-year retention requirement is not applicable to the recipient.

b. The retention period starts from the date of the submission of the final expenditure report.

c. The Secretary of Transportation and the Comptroller General of the United States or any of their duly authorized representatives will have access to any pertinent books, documents, papers, and records of the recipient and its contractors and subcontractors to make audits, examinations, excerpts, and transcripts.

5. Equal Employment Opportunity:

a. The AGENCY agrees to incorporate in all contracts having a value over $10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

b. The AGENCY agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contractors and/or issuing purchase orders for material, supplies, or equipment over $10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

c. The AGENCY further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap, or age and that it has an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.

6. Copeland Act: All contracts in excess of $2,000 for construction or repair awarded by the AGENCY and its contractors or subcontractors will include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The AGENCY will report all suspected or reported violations to MDOT.

7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the AGENCY and its contractors or subcontractors of more than $2,000 will include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act, contractors will be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. The AGENCY will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation, and the award of a contract will be conditioned upon the acceptance of the wage determination. The AGENCY will report all suspected or reported violations to MDOT.

8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by the AGENCY in excess of $2,500 that involve the employment of mechanics or laborers will include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act, if applicable to construction work, provides that no laborer or mechanic will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or to contracts for transportation or transmission of intelligence.

9. Access to Records: All negotiated contracts (except those of $25,000 or less) awarded by the AGENCY will include a provision to the effect that the recipient, the FHWA, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records of the contractor that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

10. Civil Rights Act: The AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and, in accordance with Title VI of that Act, no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient received Federal financial assistance. The AGENCY will immediately take any measures necessary to effectuate this Contract. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where:

    a. The primary purpose and instrument is to provide employment, or

    b. Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

11. Nondiscrimination: The AGENCY agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States will, on the ground of race, color, national origin, sex, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the AGENCY receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.

12. Rehabilitation Act: The AGENCY will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education and Welfare (45 CFR Parts 80, 81 and 84) promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, will be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving Federal financial assistance and that it will take any measures necessary to effectuate this Contract.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 2, 2014)

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanction;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.