

**Subrecipient Agreement Between
The County of Genesee
And
YWCA of Greater Flint**

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
324 S. Saginaw St. 8D, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the “Grantee”, and

YWCA of Greater Flint
801 Saginaw Street
Flint, Michigan 48502

Hereinafter referred to as the “Subrecipient”, and

WHEREAS, the Grantee has applied for and received funds from the United States Government under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378); and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing Emergency Solutions Grant (ESG) funds for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance;

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

The Subrecipient will be responsible for administering the **2025 Emergency Shelter & Rapid Rehousing** 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: | Insurance Checklist |
| Attachment B: | Budget |
| Attachment C: | Monthly Shelter & Service Assistance for Homeless & Near Homeless |
| Attachment D: | Reimbursement Request Form |
| Attachment E: | ESG Federal Regulations |
| Attachment F: | Federal Award Information |

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 2025 Emergency Solutions Grant program:

YWCA - Emergency Shelter

The YWCA shall pay for expenses related to shelter operations for the YWCA SafeHouse, located at 801 S. Saginaw St, Flint, MI 48502.

This activity will be funded with **\$16,433** of 2025 Genesee County ESG funds.

YWCA - Rapid Rehousing

The YWCA shall pay for expenses associated with the Rapid Rehousing program. This includes housing placement, financial assistance, and case management to support program participants in securing and maintaining stable housing.

This activity will be funded with **\$13,694** of 2025 Genesee County ESG funds

The total funding amount for the 2025 ESG program year is **\$30,127**. It is expressly agreed and understood that the Subrecipient must adhere to these project funding limits. The Subrecipient will notify and seek written approval from the Grantee before funds are spent beyond the designated funding limits.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October 2025 and end on the 30th day of September 2026. 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 ESG funds or other ESG assets, including program income.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$16,433 in Emergency Shelter** and **\$13,694 in Rapid Rehousing** in accordance with the Initial Budget attached hereto as Attachment B. 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 2CFR Part 200.

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.

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 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grant (ESG)). The Subrecipient also agrees to comply

with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Providers using funds awarded through the Department of Housing and Urban Development's Office of Community Planning and Development (CPD) are now required to provide all individuals, including transgender individuals and other individuals who do not identify with the sex they were assigned at birth, with access to programs, benefits, services, and accommodations in accordance with their gender identity without being subjected to intrusive questioning or being asked to provide documentation.

The subrecipient must establish, amend, or maintain program admissions, occupancy, and operating policies and procedures (including policies and procedures to protect individuals' privacy and security), so that equal access is provided to individuals based on their gender identity.

Failure to comply with the requirements of this rule will be considered a violation of program requirements and will subject the non-compliant grantee to all sanctions and penalties available for program requirement violations.

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 provide a certificate of insurance demonstrating adequate crime/theft coverage corresponding to the amount of funds received, or alternatively, a blanket fidelity bond.

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

Termination for Lack of Funding

If this contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the Local Agency may terminate this Contract by written notice specifying the date of termination.

The Local Agency shall pay for all work properly performed up to the effective date of the notice of termination.

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 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 570.506 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 required to determine the eligibility of activities;
- d. Financial records as required by 24 CFR 570.506 and 2 CFR Part 200; and
- e. Other records necessary to document compliance with 24 CFR Part 576.
- f. 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 ESG 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 Single Audit (formerly known as 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 **2025 Reimbursement Request Form (Attachment D)** and documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this contract shall follow be submitted monthly. 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. 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 **Monthly Shelter & Service Assistance for Homeless and Near Homeless form (Attachment C)** with each reimbursement request or as requested by the Grantee.

D. 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 24 CFR Part 200, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

VIII. 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" (24 CFR Subt. A, Pt. 1 and 24 CFR Part 100 and 24 CFR Subt. B, Ch. I). 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.

The subrecipient also agrees to follow the Flint/Genesee County Coordinated Entry System Procedures (October 10, 2018) and all requirements of HUD ESG regulations in 24 CFR 576, specifically 24 CFR 576.500 Recordkeeping and reporting requirements.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. 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 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)

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*.

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. **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 85 FR 61524-01 (federal rule that removed 24 CFR 135), in 24 CFR 75, 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:

"Section 3 Clause

A. The work to be performed under this contract 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 75, 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 75 of the 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 75, 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 75. 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 75.

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 rules and regulations including 85 FR 61524-01 and 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 85 FR 61524-01 and the 24 CFR 75.

F. Noncompliance with HUD's rules and regulations including 85 FR 61524-01 and 24 CFR 75 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.A § 5307 formerly cited as 25 USC §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 75 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 insure 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. 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 and 570.611, 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 ESG-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 ESG-assisted activity, or with respect to the proceeds from the ESG-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 576.406, such as worship, religious instruction, or proselytization.

IX. 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 (formerly 16 U.S.C. 470,

transferred in part to 54 U.S. Code § 100101 and reserved in part) 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.

X. 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.

XI. 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.

XII. 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.

XII. ENTIRE AGREEMENT

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

CERTIFICATION

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

County's Authorized Representative

Subrecipient's Authorized Representative

Date

Date

Attachment A

Insurance Checklist

1. Insurance certificate(s) indicating coverage for the structure(s) where services and/or shelter are provided.
2. Insurance certificate that details the agency's liability, fidelity bonding coverage, workmen's compensation, and auto insurance for the agency as applicable.
3. Genesee County named as an additional insured on other than worker's compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

Attachment B

Contractor’s Projected Budget

Description	ESG	Match	Match Source
YWCA- Emergency Shelter	\$16,433	\$16,433	United Way
YWCA- Rapid Rehousing	\$13,694	\$13,694	United Way
Total	\$30,127		

Attachment C

Monthly Shelter and Service Assistance for Homeless and Near Homeless

(Following Page)

* If a participant or family head(s) of household came from one of these facilities but was there less than 30 days they should be counted in their previous living situation. If they were staying at one of these facilities for longer than 30 days, the facility should be counted as their prior living situation.

MONTHLY SHELTER & SERVICE ASSISTANCE FOR HOMELESS & NEAR HOMELESS

Agency Name:

Contact Person:

Telephone Number:

Period Covered:

Authorized Signatory:

1. Program Type - Indicate the number of persons in each program

a. Emergency Shelter

b. Transitional Housing

c. Permanent Supportive Housing

d. Supportive Services*

e. Vouchers for Shelter

* Includes: Services provided to persons outside of shelters (intake, assessment, day centers, soup kitchens)

2. Please indicate the number of your agency's persons served in each applicable category

Gender

a. # of Adult Male

b. # of Adult Female

c. # of Male Children

d. # of Female Children

Single/Unaccompanied

e. # of Males age 18 to 59

f. # of Females age 18 to 59 years

g. # of Adult Males 60 years and older

h. # of Adult Females 60 years and older

i. # of Males under 18

j. # of Females under 18

Families with Children Headed By

w. # of Single Male Adults

x. # of Single Female Adults

y. # of Two Parents 18 and over

z. # of Youth 18 and under

aa. # of Two Parents under 18

ab. # of Families with no children

ac. # of Families with persons aged 60 and older

Ethnicity

ii. # of Caucasian

jj. # of African American

k. # of American Indian

l. # of Hispanic

m. # of Asian

n. # of Native Amer./Pacific Islander

o. # of Amer. Indian/Alaskan

p. # of Hawaiian/Pacific Islander

q. # of Amer. Indian/Alaskan Pacific Islander

r. # of Asian/Caucasian

s. # of African American/Caucasian

t. # of Amer. Indian/Alaskan Native

u. # African American/Asian Pacific Islander

v. # of Other

3. Number of the Population Served who may be included in the following subpopulations (persons may be placed into more than one category)

a. Domestic Violence

b. Runaway / Throwaway Youth

c. Severe Mental Illness (SMI) Only

d. SMI & Alcohol/Other Drug Abuse

e. Developmentally Disabled

f. HIV/AIDS

g. Alcohol Dependent

h. Drug Dependent

i. Elderly

j. Veterans

k. Physically Handicapped

l. Other

4. Number of Participants Assisted which fall in the ranges below* .

* see attached chart

a. Number of Low/Mod income assisted

b. Number of Low income and below assisted

5. Shelter Programs/Housing Activities

a. Number of units designated for persons with HIV/AIDS

aa. Of these, the number designated for chronically homeless

b. Number of units designated for homeless persons

bb. Of these, the number designated for chronically homeless

c. Number of beds for overnight shelter or emergency shelter

6. Prior living situation: include participants in the one category that best describes their most recent living situation.

a. Streets

b. Emergency Shelter

c. Transitional Housing

d. Psychiatric facility*

e. Substance treatment facility*

f. Hospital*

g. Jail/prison*

h. Dom. violence situation

i. Living with rel./friends

j. Rental Housing

k. Other (please specify)

Attachment D

Reimbursement Request Form

(Following Page)

REIMBURSEMENT REQUEST PAYMENT FORM
Emergency Solutions Grant

Agency: _____

Date: _____

Type:	Account #	Requested	Requesting Reimbursement for:
Emergency Shelter			
Homeless Prevention		\$	
Rapid Rehousing		\$	
HMIS		\$	
Payment Total			

This form and all supporting documentation must be submitted through the Neighborly Portal.

Certification - I certify that to the best of my knowledge and belief, the billed costs are in accordance with the terms of the project contract and that the reimbursement request represents the federal share due which has not been previously requested and that this request for funds in accordance with actual expenditures.

Authorizing Signature: _____

Date: _____

Attachment E
ESG Federal Regulations
(Following Page)

ESG Federal Regulations Part 576

Not included

Attachment F

Federal Award Information

Genesee County Emergency Services Grant (ESG) Program

- 1) Recipient Name YWCA _____
- 2) Recipient's Unique Entity Identifier: EER1ADHH41S5
- 3) Unique Federal Award Identification Number (FAIN): E25UC260001
- 4) Federal Award Date: 9/11/25
- 5) Period of Performance Start and End Date: October 1st - September 30th
- 6) Amount of Federal Funds Obligated by this action: \$30,127
- 7) Total Amount of Federal Funds Obligated: \$30,127
- 8) Total Amount of the Federal Award: \$30,127
- 9) Budget Approved by the Federal Awarding Agency: _____
- 10) Total Approved Cost Sharing or Matching where applicable: N/A
- 11) Federal Award Project Description:

The YWCA shall pay for expenses related to shelter operations for the YWCA SafeHouse, located at 801 S. Saginaw St, Flint, MI 48502. (\$16,433)

The YWCA shall pay for expenses associated with the Rapid Rehousing program. This includes housing placement, financial assistance, and case management to support program participants in securing and maintaining stable housing. (\$13,694)
- 12) Name of federal awarding agency and contact information for awarding official:
HUD
- 13) CFDA Number and Name: ESG 14.231
- 14) Identification of whether the award is R & D: N/A
- 15) Indirect Cost Rate for the Federal Award: N/A