



GENESEE COUNTY
ALLOCATION COMMITTEE MEETING

Genesee County Administration Building
1101 Beach Street, Room 222

Thursday, August 26, 2021
11:00 A.M.

AGENDA

- I. Call to Order
- II. Roll Call
- ***III. Minutes
 - A. Minutes of the June 24, 2021 Meeting (attached)
 - B. Minutes of the August 12, 2021 Special Meeting (attached)
- ***IV. Amendment #3 to the 2020 Action Plan & 2020-2024 Consolidated Plan
- ***V. Approval of CDBG-CV Public Service Contracts (attached)
- ***VI. Budget Transfer Request – City of Mt. Morris (attached)
- ***VII. Budget Transfer Request – City of Fenton (attached)
- ***VIII. Community Development Program Transfer of Funds (attached)
- IX. HUD Update
- X. Other Business
- XI. Adjournment

****Indicates Action Item*

COMMUNITY DEVELOPMENT PROGRAM

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**COMMUNITY DEVELOPMENT PROGRAM
ALLOCATION COMMITTEE MEETING
June 24, 2021 11:00 a.m.**

MINUTES

The Allocation Committee met at 11:00 a.m. on Thursday, June 24, 2021 in a Zoom conference call format.

I. CALL TO ORDER

Sheila Taylor called the meeting to order at 11:04 a.m.

II. ROLL CALL

Present: Brad Dick (Linden, Genesee County), Christine Durgan (Owosso, Shiawassee County), Colleen Brown (Montrose, Genesee County), Ellen Ellenburg (Burton, Genesee County), Meredith Davis (Grand Blanc, Genesee County), and Sheila Taylor (Flint, Genesee County).

Absent: Debra Newman, Jeff Lutze, Mark Emmendorfer, Shelley Thompson, and Terry Peck.

Others Present: Damon Fortney (Flint, Genesee County) and Nichole Odette (Flint, Genesee County).

Sheila Taylor stated that this will be the last Zoom meeting for this Committee. The meeting notice was sent out last week, however, Genesee County lifted the Emergency Orders yesterday that had permitted virtual meetings in lieu of in-person meetings. The Open Meetings Act requires at least 18 hours' notice prior to meetings, which was not possible for today's meeting.

There were no members of the public in attendance on the conference call, nor were any comments received from the public regarding the Allocation Committee meeting or the agenda items.

III. MINUTES OF THE APRIL 29, 2021 MEETING

This item was addressed after item V.

Motion: Action: Approve, **Moved by** Colleen Brown, **Seconded by** Ellen Ellenburg, to approve the minutes of the April 29, 2021 meeting as presented.

Motion passed unanimously.

IV. REQUEST FOR TRANSFER OF COMMUNITY DEVELOPMENT PROGRAM FUNDS

Damon Fortney explained that the City of Flushing has two projects currently underway at the Senior Center, a Removal of Architectural Barriers project to install barrier-free entry doors and a Public Facilities Improvements project that will fund parking lot re-paving.

Bids came in under budget for the door project and over budget for the paving project, so the City is requesting to transfer \$4,758 in unused funds from their Removal of Architectural Barriers project to their Public Facilities Improvements project.

Motion: Action: Approve, **Moved by** Meredith Davis, **Seconded by** Brad Dick, to approve the transfer of \$4,758 from the City of Flushing's 2020 Removal of Barriers project to the City of Flushing's 2020 Public Facilities Improvements project.

Motion passed unanimously.

VI. APPROVAL OF 2022-2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

Damon Fortney explained that the 2022-2024 Call for CDBG Projects took place during December and January. Staff has been working with the local units of government over the last few months to finalize project details for the environmental review process. The PY 2021 project list was previously approved by this Committee and included in the 2021 Action Plan that is currently waiting for approval from HUD. At this time, staff is requesting approval of the CDBG projects for Program Years 2022-2024 pending final environmental review and receipt of funding from HUD.

Motion: Action: Approve, **Moved by** Ellen Ellenburg, **Seconded by** Meredith Davis, to approve the Program Years 2022-2024 Community Development Block Grant projects pending final environmental review and receipt of funding from HUD.

Motion passed unanimously.

V. PY 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

This item was addressed prior to item III. due to a lack of a quorum.

Damon Fortney and Anthony Kelly provided an overview of the PY 2020 Consolidated Annual Performance and Evaluation Report (CAPER). The report details accomplishments and funds expended for each of the Community Development Programs during the 2020 Program Year. In total, \$1,522,450 in CDBG funds, \$142,971 in ESG funds, and \$227,271 in HOME funds were utilized for various public service, construction, and homelessness prevention projects. \$547,928 in CARES Act funding was provided to small businesses, senior housing facilities, shelters, and to residents in the way of rental/mortgage/utility assistance. Over 65,000 Genesee County residents received assistance through these programs. A public comment period for the CAPER will take place from June 28th to July 16th, with a public hearing to be held on July 14th during the Community and Economic Development Committee. Any comments received will be incorporated into the report prior to submission to HUD on July 23rd.

Christine Durgan joined the meeting by telephone at 11:14 a.m., which established a quorum for the meeting.

VII. HUD UPDATE

Sheila Taylor stated a couple of months ago HUD performed a virtual monitoring of the 2019 Neighborhood Stabilization Program (NSP). The 2020 NSP was not monitored due to lack of activity resulting from the Coronavirus. Staff has received notification from HUD that no findings will be issued, which means the Program is being administered properly. HUD did cite one concern due to slow spending. Ms. Taylor explained that the slow

spending can be attributed to GCMPC being without a Rehab Inspector for a year and unable to purchase homes. The housing market has also made it difficult to find homes that fulfill the NSP purchasing requirements set by HUD in 2009.

HUD is currently reviewing our 2021 Action Plan. The Program Year began on May 1st; however, contracts cannot be signed with local units and agencies until the Action Plan is approved and funds are released. Staff anticipates the release of funds later this summer.

VIII. OTHER BUSINESS

Sheila Taylor stated that our first Recycle Day event for the year took place on Tuesday at Mott Community College (MCC). Another event will be held at MCC towards the end of July.

IX. ADJOURNMENT

Ms. Taylor adjourned the meeting at 11:23 a.m.

Respectfully submitted,
Nichole Odette, Program Services Specialist
Genesee County Metropolitan Planning Commission

Draft

COMMUNITY DEVELOPMENT PROGRAM
ALLOCATION COMMITTEE MEETING
August 12, 2021 11:00 a.m.

MINUTES

The Allocation Committee met at 11:00 a.m. on Monday, August 12, 2021, in the Conference Room of the Genesee County Metropolitan Planning Commission (GCMPC), 1101 Beach Street, Room 111, Flint, Michigan.

I. CALL TO ORDER

Christine Durgan called the meeting to order at 11:01 a.m.

II. ROLL CALL

Present: Brad Dick, Terry Peck, Shelley Thompson, Ellen Ellenburg, Meredith Davis, Christine Durgan, and Shelia Taylor.

Absent: Mark Emmendorfer, Jeff Lutze, Colleen Brown, and Debra Newman.

Others Present: Damon Fortney, and Jill Floeter.

III. Amendment #3 to the 2020 Action Plan & 2020-2024 Consolidated Plan

Damon Fortney explained the CARES Act funding was incorporated into two amendments to the Genesee County 2020 Action Plan and 2020-2024 Consolidated Plan during the last year. Projects utilizing these funds were developed based on the needs of the community at that time. Since then, other funding sources have been made available for some of the programs which were originally proposed. Therefore, staff is proposing to reallocate these funds into new projects. The new projects proposed are Public Services, Neighborly Software, and the Home Improvement Program (HIP), with additional money for Jail Improvements. The Amendment will be available for public comment from August 16 through August 20, 2021. A virtual public hearing will be held on Wednesday, August 18th. All comments received during the public comment period will be considered and incorporated into the amendment before it is submitted to HUD for approval on or about September 24, 2021. Final approval of the amendment will be contingent on any changes to projects based on public comments received.

Discussion ensued.

Motion: Action: Approve, **Moved by** Terry Peck, **Seconded by** Ellen Ellenburg, to approve the list of projects to be included in the Amendment #3 of the 2020-2024 Genesee County Consolidated Plan and Action Plan.

Motion passed unanimously.

IV. OTHER BUSINESS

None

V. ADJOURNMENT

Ms. Durgan adjourned the meeting at 11:12 a.m.

Respectfully submitted,
Jill Floeter, Secretary
Genesee County Metropolitan Planning Commission

Draft



GENESEE COUNTY
**METROPOLITAN PLANNING
COMMISSION**

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: August 26, 2021

SUBJECT: Amendment #3 to the 2020 Action Plan & 2020-2024 Consolidated Plan

The CARES Act has allocated over \$2.3 million to Genesee County through the Community Development Block Grant (CDBG) program to be utilized to prevent, prepare for, and respond to COVID-19. This CARES Act funding was incorporated into two amendments to the Genesee County 2020 Action Plan and 2020-2024 Consolidated Plan during the last year. Projects utilizing these funds were developed based on the needs of the community at that time. Since then, other funding sources have been made available for some of the programs which were originally proposed. Therefore, staff is proposing to reallocate these funds as shown in the attached list of projects.

The Amendment is available for public comment from August 16 through August 20, 2021. A virtual public hearing was held on Wednesday, August 18th. All comments received during the public comment period will be considered and incorporated into the amendment before it is submitted to HUD for approval on or about September 24, 2021. Final approval of the amendment will be contingent on any changes to projects based on public comments received.

At this time, staff is requesting approval of the Amendment #3 of the 2020-2024 Genesee County Consolidated Plan and 2020 Action Plan and corresponding budget transfers.



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Current CDBG-CV Allocations:

Project	Total CDBG-CV Funds Allocated to Activity
Rent/Mortgage/Utility Assistance	\$216,844
Small Business Assistance	\$461,125
Senior Housing	\$461,124
Basic Needs	\$216,844
Administration	\$461,123
Jail Improvements	\$488,562
Total	\$2,305,622

Proposed Amendment to CDBG-CV Allocations:

Project	Total CDBG-CV Funds Allocated to Activity
Rent/Mortgage/Utility Assistance	\$216,844
Small Business Assistance	\$259,914
Senior Housing	\$27,297
Basic Needs	\$31,046
Administration	\$461,123
Jail Improvements	\$608,796
Public Services	\$324,202
Home Improvement Program (HIP)	\$250,000
Neighborly Software (5 years)	\$126,400
Total	\$2,305,622



GENESEE COUNTY
**METROPOLITAN PLANNING
COMMISSION**

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: August 26, 2021

SUBJECT: Approval of CDBG-CV Public Service Contracts

In August, staff released an application for CDBG-CV (CARES Act) funding for Public Service projects that serve low/moderate-income households. Applications were due on August 17th. 12 applications were received for this program, 3 of which were incomplete. Staff has reviewed the applications and has requested additional information or clarification for these proposed projects. The following is a list of agencies that submitted a complete application:

1. Shelter of Flint
2. Voices for Children Advocacy Center
3. Outreach East
4. St. Luke N.E.W. Life Center
5. Holy Redeemer Parish
6. Vocational Independence Program
7. Catholic Charities of Shiawassee and Genesee Counties
8. City of Montrose
9. Specialized Employment Services (STRIVE)

Proposed awards for these projects will be provided to the committee during the meeting.



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GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
 Genesee County Metropolitan Planning Commission

DATE: August 26, 2021

SUBJECT: Budget Transfer Request – City of Mt. Morris

The City of Mt. Morris has requested a transfer of funds between two Program Year 2020 projects. The Removal of Architectural Barriers project was completed under budget with a balance of \$2,014.00 remaining. The City would like to utilize \$1,290.48 of those remaining funds towards their Infrastructure Improvements project described below. The remaining balance of \$723.52 would be recaptured.

Amount	From Project	To Project	Comments
\$1,290.48	2020 City of Mt. Morris Removal of Architectural Barriers (RAB) IDIS#: 2493 Acct#: 2340-704.16-899.000	2020 City of Mt. Morris Infrastructure Improvements (Sidewalks) IDIS#: 2494 Acct#: 2340-704.16-899.000	Transfer of funds from RAB to Infrastructure Improvements
\$723.52	2020 City of Mt. Morris Removal of Architectural Barriers (RAB) IDIS#: 2493 Acct#: 2340-704.16-899.000	Genesee County CDBG Program Funds Acct#: 2349-704.03-899.000	Transfer remaining balance.

At this time, staff is recommending approval of the Community Development Program fund transfer and contract amendment by the Allocation Committee.

COMMUNITY DEVELOPMENT PROGRAM



**Subrecipient Agreement Between
The County of Genesee
And
City of Mt. Morris**

THIS AGREEMENT, made as of the _____ day of _____, 2020 between the County of Genesee, acting by and through the:

Genesee County Metropolitan Planning Commission
Community Development Program
Room 223, 1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

City of Mt. Morris
11649 N. Saginaw Street
Mt. Morris, MI 48458

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 **2020 Infrastructure Improvements** 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: Reimbursement Request Form
- Attachment A-1: Reimbursement Request Schedule
- Attachment B-1: Project Status and Accomplishments Report – LMA Projects
- Attachment B-3: Project Status and Accomplishments Report – LMC Projects
- Attachment C: Genesee County Labor Standards
- Attachment D: Genesee County Bid Procedures
- Attachment E: Minority/Women/Handicap Business Enterprise Procurement Procedures
- Attachment F: MBE/WBE/HBE Outreach Report
- Attachment G: Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability
- Attachment H: Certification for Residents Seeking Section 3 Preference in Training and Employment
- Attachment I: Section 3 Summary Report
- Attachment J: 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 2020 Community Development Block Grant program:

City of Mt. Morris – Infrastructure Improvements

The City of Mt. Morris shall fund the installation of new sidewalks at locations to be determined throughout the City. This will improve accessibility in the City by providing continuous sidewalks where gaps currently exist.

This activity will be funded with **\$13,013** of 2020 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 ← August 1, 2020 to July 31, 2021

Services of the Subrecipient shall start on the 1st day of XXXXXX, 2020 and end on 31st day of XXXXXXX, 2021. 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

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$13,013**. 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.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 85.20.

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 Subrecipient's 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 200.471, 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.

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 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 A)** and documentation substantiating all expenditures for which reimbursement is requested. Requests for reimbursement under this contract shall follow the **Reimbursement Request Schedule (Attachment A-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.

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 Project Status and Accomplishments Report (Attachment B-1) 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 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 C)**, and **Genesee County Bid Procedures (Attachment D)**.

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 E)**. The Subrecipient further agrees to utilize and complete an **MBE/WBE/HBE Outreach Report (Attachment F)** 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 G)**, and **Certification for Resident Seeking Section 3 Preference in Training and Employment (Attachment H)** 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 I)** 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. No 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 business, 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. No tific a tio ns

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. 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 C)**.

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 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 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. No tific a tions

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. Subc ontra cts

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. Conduc t

1. Assig na bility

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 C, D and E). 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 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.

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 guide lines issued there under;
- 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) 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 the 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.

DocuSigned by:
Martin Cousineau
County's Authorized Representative

Subrecipient's Authorized Representative

County's Witness
7/22/2020

Subrecipient's Witness

Date

Date

Attachment A**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: **2020**

Project Number: _____

Contact Person Name: _____

Telephone Number: _____

II. PROJECT FUNDING

2020 Project Funding Amount: _____

\$

Funds Previously Requested: _____

\$

Balance Remaining Prior to This Request: _____

\$

III. CURRENT REIMBURSEMENT REQUEST

Time Period of Expenditures for this Request: _____

Total Reimbursement Request: _____

\$

Balance Remaining After this Request: _____

\$

IV. EXPENSE ITEMS:**Completion of All Sections in this Part is Mandatory**

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

V. PROJECT STATUS REPORT/ PERFORMANCE REPORT

The Project Status and Accomplishments Report is enclosed:

 YES NO**VI. AUTHORIZED SIGNATURE**

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

Prepared by: _____

Phone: _____

Name and Title

Approved by: _____

Date: _____

Signature of Authorized Official

Attachment A-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 October 19, 2020, 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 to GCMPC no later than November 30, 2020.

For Expenses Incurred:**Reimbursement Request Due No Later Than:**

July 1, 2020 – September 30, 2020

October 31, 2020

October 1, 2020 – December 30, 2020

January 31, 2021

January 1, 2021 – March 31, 2021

April 30, 2021

April 1, 2021 – June 30, 2021

July 31, 2021

July 1, 2021 – September 30, 2021

October 31, 2021

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 B-1

**Project Status and Accomplishments Report for Low to Moderate-Income Area (LMA) Projects
Genesee County Community Development Block Grant (CDBG) Program**

I. PROJECT INFORMATION

DATE:

Local Unit of Government Name:

Project/Activity Title:

Program Year: **2020**

Reporting Period:

Report Prepared By:

Telephone Number:

II. PROJECT STATUS

Check One	Project Phase	Other Information
	Design Phase	
	Pre-Bid Phase	Expected Date of Bid Publication:
	Contract Awarded	List all Prime Contractors, Sub-Contractors and Contract Award Dates:
	Pre-Construction	Pre-Construction Meeting Date:
	Under Construction	Circle One: The project is 10%, 25%, 50%, 75%, 100% Complete

III. ACCOMPLISHMENT NARRATIVE

Use the space below to briefly explain what accomplishments have been achieved under this project to date.

Narrative:

IV. TOTAL PERSONS ASSISTED (NOT REQUIRED FOR DEMOLITION PROJECTS)

How many persons have been assisted with this public facility / infrastructure improvement? _____

Attachment B-3**Project Status and Accomplishments Report for Limited Clientele (LMC) Projects (Non-Public Service)
Genesee County Community Development Block Grant (CDBG) Program****I. PROJECT INFORMATION****DATE:**

Local Unit of Government Name:

Project/Activity Title:

Program Year: **2020**

Reporting Period:

Report Prepared By:

Telephone Number:

II. PROJECT STATUS**Check One Project Phase Other Information**

Design Phase

Pre-Bid Phase

Expected Date of Bid Publication:

Contract Awarded

List all Prime Contractors, Sub-Contractors and Contract Award Dates:

Pre-Construction

Pre-Construction Meeting Date:

Under Construction

Circle One: The project is 10%, 25%, 50%, 75%, 100% Complete

III. ACCOMPLISHMENT NARRATIVE**Use the space below to briefly explain what accomplishments have been achieved under this project to date.**

Narrative:

IV. DIRECT BENEFIT DATA BY PERSONS

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

V. 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)

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

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

No Labor Standards required.

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

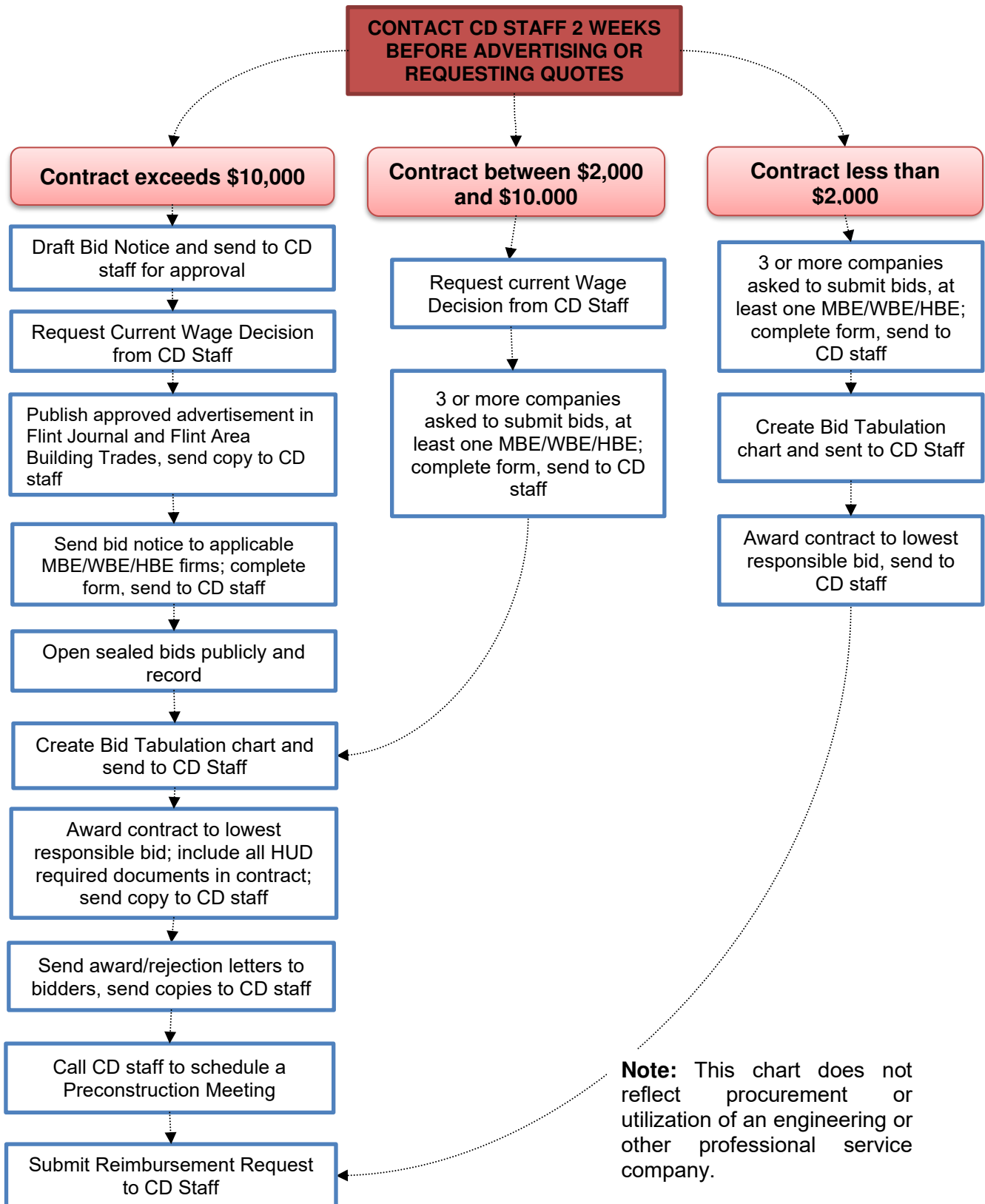
Notify County staff at least two weeks before advertising or requesting quotes.

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.**

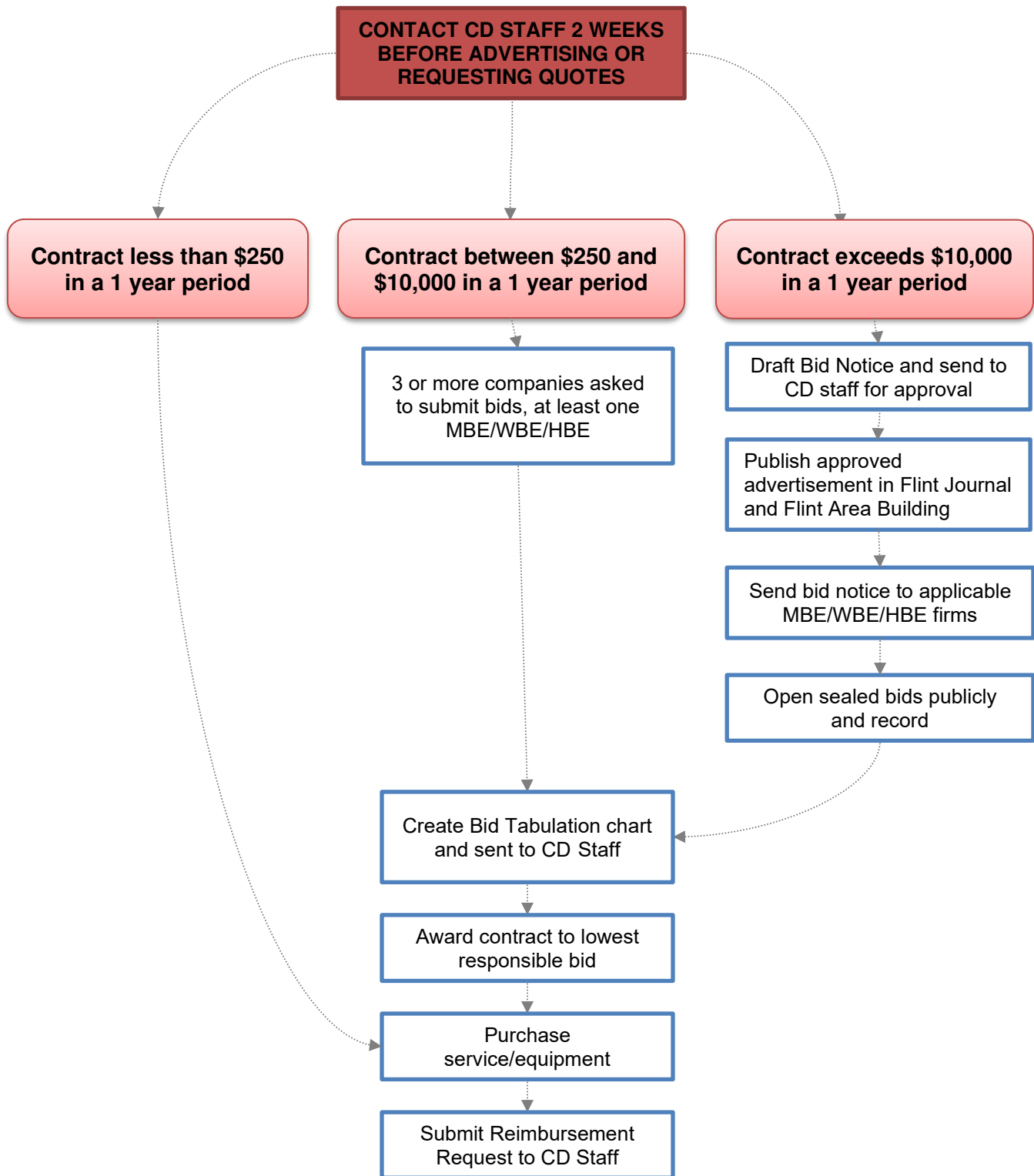
Bid Project - Published Notice must state that this project is federally funded with language included according to Federal Requirements.

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

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



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



Attachment D

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 223, 1101 Beach Street, Flint, MI 48502

Telephone: (810) 257-3010

Fax: (810) 257-3185

www.gcmpe.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 \$10,000.

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.

Attachment D
CDBG Federal Requirements Checklist

Advertisement:

___ Sealed Proposals will be received by the Local Unit of Government for Project Name, located at address. Proposals will be received at location, address, until time, date. All bids received will be opened and publicly read aloud.

___ The above referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation; federal equal opportunity requirements; and Section 3 of the Housing and Urban Development Act of 1968.

___ Minority/Women/Handicapped business owned enterprises (MBE/WBE/HBE) and Section 3 business concerns seeking bid opportunities under this Project Notice are encouraged to respond.

___ Description of project with enough detail that the contractors can tell if they would want to apply.

___ The right is reserved by Local Unit of Government to accept any bid, to reject any or all bids, and to waive any irregularities in any bid, in the interest of Local Unit of Government.

Bid Packet:

___ The above-reference project is a federal funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with the federal labor standards, including the Davis-Bacon Act and the Copeland Anti-Kickback legislation, federal equal opportunity requirements and Section 3 of the Housing and Urban Development Act.

___ Enclosed is the set of documents related to compliance with federal requirements concerning Genesee County Community Development Block Grant projects/ or Federal Requirements/CDBG Requirements:

- ___ Labor Standards Requirements
 - ___ Federal Labor Standards Provisions (Form HUD-4010)
- ___ Equal Employment Opportunity Requirements
 - ___ Equal Employment Opportunity Clause
 - ___ Standard Federal Equal Employment Opportunity Construction Contract Specifications
 - ___ Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 - ___ Participation Goals for Minorities and Females
- ___ Minority/Women/Handicap Business Enterprise Requirements
 - ___ Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedures

- Genesee County MBE/WBE/HBE Outreach Form
- Genesee County Certified Businesses and Minority Directory
- Section 3 Clause Requirements
 - Section 24 CFR, Part 135.38 and HUD Grant Agreement (Section 3)
 - Certification for Business Concerns Seeking Section 3 Preference in Contracting
- Resident Opportunity for Section 3 Eligibility
- Applicable Federal Acts, Guidelines, and Orders
 - Architectural Barriers Act of 1968 Provision
 - Accessibility Guidelines for Building and Facilities
 - Clean Air Act of 1970 and Federal Water Pollution Control Act Provisions
 - Wetlands Protection Clause Executive Order 11990
- Davis-Bacon Act Requirements
 - Project Wage Decision

Contact:

"The Contractor acknowledges that this project is funded through a Community Development Block Grant Program grant from the U.S. Department of Housing and Urban Development."

Grant Compliance

Prevailing Wage. The Contractor shall pay its employees not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall submit to the Local Unit a certified payroll record at the completion of the project, or within 10 days of the end of each month, and shall permit the Local Unit or Genesee County Metropolitan Planning Commission staff to conduct on-site interviews with the Contractor's employees to ensure compliance with this Section. For the purpose of this Section, the Contractor shall be in compliance if the Contractor is in compliance with the Davis-Bacon Act, 40 U.S.C. §3141, *et seq.*, and pays wages consistent with the prevailing wage rates published by the United States Department of Labor, which can be found at www.WDOL.gov.

The Federal Labor Standards Provisions and the wage decision for this project are attached.

Equal Employment Opportunity. The Equal Employment Opportunity requirements (Executive Order 11246, as amended - 41 CFR Part 60-1.4(b)) are detailed

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246- 41 SFR Park 60.4.3).

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246- 41 SFR Park 60.4.3)

Participation Goals for Minorities and Females

Minority/Women/Handicap Business Enterprise. The Minority/Women/Handicap Business Enterprise (MBE/WBE/HBE) Procurement Procedure and Outreach Form.

___ A list of references for locating a MBE/WBE/HBE

___ *Section 3.* The Section 3 Clause (24 CFR Part 135.38) is included. Any Business Enterprise (Conc em) claiming Section 3 status must fill out the form.

___ *Architectural Barriers Act of 1968 Provision.* The Architectural Barriers Act of 1968 Provision (Public Law 90-480, as amended through 1984-42 U.S.C. 4151 et seq.), must be followed, if applicable, and is as follows: All contracts for construction facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

___ *Accessibility Guidelines for Buildings and Facilities.* A complete version of the Accessibility Guidelines for Buildings and Facilities can be found at www.access-board.gov/adaag/htm. This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of buildings and facilities covered by Titles II and III of the ADA to the extent required by regulations issued by federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

___ *Clean Air Act of 1970 and the Federal Water Pollution Control Act.* Applicable to contracts and subgrants of amounts in excess of \$100,000.00. An amendment must be included in contracts over \$100,000.00 which shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

___ *We tlands Protection Clause.* We tlands Protection Clause (Executive Order 11990) is included.

**Attachment D
CDBG Projects Under \$10,000**

Project Check List

Community: _____ Project Number: _____

Project Year & Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email: _____

Projects Between \$250 - \$10,000

Quotes / Cost Estimates

- 3 Price Quotes
- At least 1 of 3 was Minority/ Women/ Handicap Business Enterprise
- Letters of Award / Rejection to Companies that Submitted Quotes

Projects Greater than \$2,000 – Davison Bacon Triggered

- Referenced Memo NO. 130 for Project Classification
- Wage Decision Type: _____
- General Decision Number: _____
- Modification Number and Date: _____

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Pre construction Meeting Date: _____

N/A or Pre-Construction Meeting Minutes/ Notes

- Contract Award Letter or Resolution
- Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

Contract Dollar Amount: \$ _____

Signed Construction Contract

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Signed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed

<input type="checkbox"/> No "Other Deductions"	or	<input type="checkbox"/> "Other Deductions" with Written Authorization
<input type="checkbox"/> Fringes Option A	or	<input type="checkbox"/> Fringes Option B
<input type="checkbox"/> Payrolls Numbered	and	<input type="checkbox"/> Final Payroll Marked

Employment Utilization Report

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

**Attachment D
CDBG Projects Over \$10,000**

Project Checklist

Community: _____ Project Number: _____

Project Year & Name: _____ Project Award: _____

Contact: _____ Phone: _____ Email: _____

Bidding Process

Referenced Memo NO. 130 for Project Classification

Wage Decision Type: _____

General Decision Number: _____

Modification Number and Date: _____

Federal Funding Reference Included in Bid Advertisement

Federal Funding Requirements Included in Bid Packet

Bid Advertisement Date: _____

Pre-Bid Meeting Date: _____

Bid Opening Date: _____

Wage Decision Verification 10 9 8 7 6 5 4 3 2 1 days Prior to Bid Opening:

No Modification

Modification – Do not have reasonable time to notify bidders Report included in file

Modification – Effective

If Modification Effective: New General Decision Number: _____

If Modification Effective: New Modification Number and Date: _____

Minority/Women/Handicap Business Enterprise Outreach Form Completed

Bid Tabulation

Section 3 Bids within 10% of Lowest Bidder

Section 3 Bids not within 10%

None

Section 3 Summary Report

Other Notes:

Pre-Construction Period

Contractor Verification (Excluded Parties List System Printout Attached) Completed on: _____

(Optional) Pre construction Meeting Date: _____

- N/A or Pre-Construction Meeting Minutes/ Notes
 - Includes Date and Place of Conference
 - Includes Project Name, Location and Description
 - Includes Name of Contractor
 - Includes Contract Amount
 - Includes Wage Determination Number
 - Includes Summary of Items Covered
 - Includes List of Attendees

Contract Award Letter or Resolution

Contract Award Date: _____

Is the Award Date Within 90 Days of Bid Opening? Yes No

If No - Wage Decision Verification:

- No Modification
- Modification

If Modification:

General Decision Number: _____
 Modification Number and Date: _____
 Local Unit Notified on: _____
 Bidders Notified on: _____

Contract Dollar Amount: \$ _____

- Signed Construction Contract
 - Includes Labor Standard Provisions
 - Includes Wage Decision, Including Modifications

Notice to Proceed Letter

- N/A or Contract Change Orders (Only Allowed After the Start of Construction)
 - Approved at Official Meeting
 - Signed by Contractor
 - Added as Addendum to Contract
 - Cumulative Total of Change Orders Does Not Exceed 20% of Original Contract

Other Notes:

Contractor Compliance

Prime Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months or N/A

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll (Original Signatures)

Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed

<input type="checkbox"/> No "Other Deductions"	or	<input type="checkbox"/> "Other Deductions" with Written Authorization
<input type="checkbox"/> Fringes Option A	or	<input type="checkbox"/> Fringes Option B
<input type="checkbox"/> Payrolls Numbered	and	<input type="checkbox"/> Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Sub-Contractor Compliance

Sub-Contractor: _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Construction Start Date / Postcard: _____

Signed Notice of Construction Contract Award (NOCCA)

Workforce Assessment - Job Expected to Take _____ days/weeks/months

Job Site Assessment

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Job Classification: _____ Wages: _____ Fringes: _____

Signed Apprenticeship Certification

(Optional) GCMPC Staff Prepared Project Wage Rate Sheet

Signed Certified Payroll

Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed
Time Period: _____	<input type="checkbox"/> Payroll and	<input type="checkbox"/> Correspond to Wage Decision OR	<input type="checkbox"/> No Work Performed

<input type="checkbox"/> No "Other Deductions"	or	<input type="checkbox"/> "Other Deductions" with Written Authorization
<input type="checkbox"/> Fringes Option A	or	<input type="checkbox"/> Fringes Option B
<input type="checkbox"/> Payrolls Numbered	and	<input type="checkbox"/> Final Payroll Marked

Employee Interview Date: _____ Identified Wages Correspond with Payroll

Date of Project Completion: _____

Other Notes:

Attachment E**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://gcmpe.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. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

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 F
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, registered mail slip, and identification of selected MBE/ WBE/ HBE's.

1) Contractor Name: _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation: _____

Written Bid Received: YES NO Amount: _____

Were they Selected for Contract?: YES NO

If No, Why? _____

MBE/ WBE/ HBE: YES NO

Section 3: YES NO If yes, please fill out Section 3 forms.

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

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

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

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

 Authorizing Name and Signature

 Date

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

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

- 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 2019 Median Family Income for Flint and Genesee County MSA - \$57,300		
Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$21,400	\$25,700
Two Person	\$24,450	\$29,360
Three Person	\$27,500	\$33,050
Four Person	\$30,550	\$36,700
Five Person	\$33,000	\$39,650
Six Person	\$34,450	\$42,600
Seven Person	\$37,900	\$45,550
Eight Person	\$40,350	\$48,450

Attachment H

**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 2019 MEDIAN FAMILY INCOME FOR FLINT AND GENESEE COUNTY -- \$57,300**MAXIMUM HIP INCOME LIMITS**

Household Size	30% Extremely Low Income	50% Very Low Income	60% Low Income	80% Moderate Income
One Person	\$12,850	\$21,400	\$25,700	\$34,250
Two Person	\$16,910	\$24,450	\$29,360	\$39,150
Three Person	\$21,330	\$27,500	\$33,050	\$44,050
Four Person	\$25,750	\$30,550	\$36,700	\$48,900
Five Person	\$30,170	\$33,000	\$39,650	\$52,850
Six Person	\$34,590	\$35,450	\$42,600	\$56,750
Seven Person	\$37,900	\$37,900	\$45,550	\$60,650
Eight Person	\$40,350	\$40,350	\$48,450	\$64,550

Attachment I
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 J
Federal Award Information

Genesee County Community Development Block Grant (CDBG) Program

- 1) Recipient Name: City of Mt. Morris
- 2) Recipient's Unique Entity Identifier: N/A
- 3) Unique Federal Award Identification Number (FAIN): B-20-UC-26-0001
- 4) Federal Award Date: TBD
- 5) Period of Performance Start and End Date: TBD
- 6) Amount of Federal Funds Obligated by this action: N/A
- 7) Total Amount of Federal Funds Obligated: N/A
- 8) Total Amount of the Federal Award: \$13,013
- 9) Budget Approved by the Federal Awarding Agency: \$13,013
- 10) Total Approved Cost Sharing or Matching where applicable: N/A
- 11) Federal Award Project Description:
- The City of Mt. Morris shall fund the installation of new sidewalks at locations to be determined throughout the City. This will improve accessibility in the city by providing continuous sidewalks where gaps currently exist.
- 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

**AMENDMENT to Subrecipient Agreement Between
The County of Genesee
And
City of Mt. Morris**

THIS AGREEMENT, made as of the _____ day of _____, 2020 between the County of Genesee, acting by and through the:

Genesee County Metropolitan Planning Commission
Community Development Program
Room 223, 1101 Beach Street, Genesee County Administration Building
Flint, Michigan 48502

Hereinafter referred to as the "Grantee", and

City of Mt. Morris
11649 N. Saginaw Street
Mt. Morris, MI 48458

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 2020 Subrecipient Agreement for the City of Mt. Morris's 2020 Infrastructure Improvements project, for the purpose of adding \$1,290.48 transferred from the city's 2020 Removal of Architectural Barriers project.

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

I. SCOPE OF SERVICE

A. Activities

The following activities are eligible under the 2020 Community Development Block Grant program:

City of Mt. Morris – Infrastructure Improvements

The City of Mt. Morris shall fund the installation of new sidewalks at locations to be determined throughout the City. This will improve accessibility in the City by providing continuous sidewalks where gaps currently exist.

This activity will be funded with **\$14,303.48** of 2020 Genesee County CDBG funds.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of August, 2020 and end on 31st day of July, 2021. 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

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$14,303.48**. 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.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 85.20.

CERTIFICATION

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

County's Authorized Representative

Subrecipient's Authorized Representative

County's Witness

Subrecipient's Witness

Date

Date



GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
 Genesee County Metropolitan Planning Commission

DATE: August 26, 2021

SUBJECT: Budget Transfer Request – City of Fenton

The City of Fenton has requested to transfer the remaining balance from their Program Year 2020 Parks and Recreation for Seniors project to the Genesee County Home Improvement Program (HIP) as shown below.

Amount	From Project	To Project	Comments
\$4,280.00	2020 City of Fenton Parks Programming for Seniors IDIS#: 2485 Acct#: 2340-704.17-899.000	Genesee County Home Improvement Program (HIP) Acct#: 2349-731.00-866.239	Transfer remaining balance.

At this time, staff is recommending approval of the Community Development Program fund transfers by the Allocation Committee.





GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION

MEMORANDUM

TO: Members of the Genesee County Allocation Committee

FROM: Sheila Taylor, Division Manager
 Genesee County Metropolitan Planning Commission

DATE: August 26, 2021

SUBJECT: **Community Development Program Transfer of Funds**

The following transfers are for projects that are now complete and will be closed out with HUD and within the County's system.

Amount	From Project	To Project	Comments
\$520.77	2020 City of Montrose Public Facility Improvements IDIS#: 2492 Acct#: 2340-704.16-899.000	Genesee County CDBG Program Funds Acct#: 2349-704.03-899.000	Project complete, recapture remaining balance.
\$4,280.00	2019 Fenton Township Parks & Recreation Programming IDIS#: 2423 Acct#: 2349-704.17-899.000	Genesee County CDBG Program Funds Acct#: 2349-704.03-899.000	Recapture remaining balance.
\$3,980.00	2020 Fenton Township Parks & Recreation Programming IDIS#: 2499 Acct#: 2340-704.17-899.000	Genesee County CDBG Program Funds Acct#: 2349-704.03-899.000	Recapture remaining balance.
\$1,360.96	2020 Forest Township Infrastructure Improvements IDIS#: 2538 Acct#: 2340-704.16-899.000	Genesee County CDBG Program Funds Acct#: 2349-704.03-899.000	Project complete, recapture remaining balance.

At this time, staff is recommending approval of the Community Development Program fund transfers by the Allocation Committee.

COMMUNITY DEVELOPMENT PROGRAM

