MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF GENESEE

Acting By and Through Genesee County Board of Commissioners Hereinafter referred to as the "*COUNTY*" 1101 Beach Street, Flint, Michigan 48502

And

FLINT CULTURAL CENTER FOUNDATION Hereinafter referred to as the "FOUNDATION" 601 East Second Street, Flint, Michigan 48503

For the period commencing October 1, 2018, through September 30, 2019.

This Memorandum of Agreement has been approved by the Genesee County Board of Commissioners under Resolution # _____.

Whereas, pursuant to the Millage attached hereto as *Exhibit A* (the "Millage"), which is hereby incorporated by reference, the residents of Genesee County, Michigan, authorized the COUNTY to levy and collect a property tax to be used to provide annual dedicated funding through the FOUNDATION for the continuing support of arts education and cultural enrichment programs within Genesee County; and

Whereas, the parties agree to enter into this Memorandum of Agreement ("MOA") in order to provide transparency and accountability related to the use of Genesee County taxpayer money; and

Whereas, the COUNTY will levy the Arts Education and Cultural Enrichment Millage, to collect the tax money, and to distribute it to the FOUNDATION in accordance with the provisions of this MOA; and

Whereas, under the Millage language as approved by the residents of Genesee County, the COUNTY is treated as a pass-through entity, whereby it collects the tax money and passes it to the FOUNDATION to be distributed in accordance with the terms of the Millage; and

Whereas, pursuant to the Millage language and the terms hereof; the FOUNDATION will also serve as a pass-through entity with respect to the portion of the tax money to be distributed to organizations other than the FOUNDATION.

Now, therefore, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

A. PURPOSE:

This MOA is entered into for the purpose of providing transparency, accountability, and cooperation between the COUNTY and the FOUNDATION to ensure the proper use of Genesee County taxpayer funds in accordance with the following:

- to be used to provide annual dedicated funding through the Flint Cultural Center Foundation for the continuing support of arts education and cultural enrichment programs for students, residents, and visitors of Genesee County at cultural center institutions, including the Sloan Museum, the Longway Planetarium, The Whiting Auditorium (including the Capitol Theatre), the Flint Institute of Arts, The Flint Institute of Music (including the Flint School of Performing Arts, the Flint Symphony Orchestra, and the Flint Youth Theatre), and the Floyd J. McCree Theatre & Fine Arts Centre and the Berston Field House (collectively, the "Named Beneficiaries"), and for related purposes authorized by law;
- to also be used to provide \$500,000 annually to the Greater Flint Arts Council (the "GFAC Funds") for grants to support arts education and cultural enrichment programs at other nonprofit and governmental arts and cultural institutions in Genesee County (the GFAC Funds are a fixed \$500,000 amount annually, not to be changed in accordance with any variation in Millage rates);
- at a rate of 0.96 mill (\$0.96 for each \$1,000.00 of taxable value);
- for 10 years beginning in 2018 and ending in 2027 (funding to occur during calendar years 2019-2028); and
- that may not be increased, renewed, or used for other purposes without voter approval.

B. THE PARTIES AGREE:

- 1. That the FOUNDATION will establish sub-agreements, which substantially comply with the requirements of this MOA, with each Named Beneficiary prior to distributing any of these Millage funds to such Named Beneficiary; provided, however, that the FOUNDATION shall not be liable for any Named Beneficiary's non-compliance with such sub-agreements. The sub-agreement established with the Greater Flint Arts Council ("*GFAC*") will provide for the disbursement of the GFAC Fund from the FOUNDATION to the GFAC in accordance with the Millage language, subject to GFAC signing such a sub-agreement with the FOUNDATION.
- 2. To accept the terms of this MOA and to utilize the Millage money solely for the uses as described in the Millage proposal language attached as *Exhibit A*. If a conflict exists between this MOA and the Millage, the Millage, as approved by the voters, governs. If a conflict exists between this MOA and the sub-agreements referenced in paragraph B.1. above, this MOA governs.
- 3. To establish safeguards to prohibit conflicts of interest involving FOUNDATION employees or benefactors, prohibiting them from being involved in activities that are motivated by a desire for private gain for themselves or others with whom they have family, business, or personal ties.

- 4. It is understood that Millage funds will not be used to acquire capital assets and that Millage funds shall be used to further the purposes as stated in the Millage proposal language attached as *Exhibit A*.
- The FOUNDATION agrees: (a) to submit to the COUNTY an annual report 5. showing all entities that received Millage funds from the FOUNDATION; (b) to require GFAC, pursuant to any sub-agreement entered into with GFAC, to submit to the COUNTY an annual written report detailing all entities that applied for GFAC Funds, those that were granted GFAC Funds, and those that were denied GFAC Funds; (c) to submit to the COUNTY an annual written report detailing all travel paid for employees, officers or directors, of the FOUNDATION with Millage funds (such travel shall be in compliance with the travel guidelines attached hereto as Exhibit B); and (d) to submit to the COUNTY an annual written report, broken down by zip code, of the number of residents of each zip code that used the facilities provided by the FOUNDATION and to require each of the Named Beneficiaries to submit the same to the COUNTY pursuant to any sub-agreements with the Named Beneficiaries. The FOUNDATION consents to the COUNTY posting these reports on a website accessible by the public and the COUNTY will provide a link to the report. The FOUNDATION will post such link to its website if it has a website and the FOUNDATION will require the same of each Named Beneficiary pursuant to any sub-agreements with the Named Beneficiaries to the extent such Named Beneficiary maintains a website. Notwithstanding the foregoing, with respect to the Named Beneficiaries, the FOUNDATION will provide all such information that it receives from the Named Beneficiaries, but the FOUNDATION shall not be responsible for the content thereof.
- 6. The FOUNDATION agrees to perform criminal background checks prior to hiring, and at reasonable intervals thereafter, as determined by the FOUNDATION, on paid staff or volunteers with signature authority for any account of the FOUNDATION which holds Millage funds and to require the same of the Named Beneficiaries pursuant to any subagreements with the Named Beneficiaries. The FOUNDATION agrees that it will not knowingly employ anyone, or allow anyone to volunteer, who has been convicted within the past five years of criminal sexual conduct, sexual assault, or assault and battery (or equivalent crimes). The FOUNDATION agrees to require the same of any Named Beneficiary pursuant to a subagreement with such Named Beneficiary. The FOUNDATION and the Named Beneficiaries, as applicable, will perform such criminal background checks pursuant to the guidelines outlined in *Exhibit C* attached hereto.
- 7. The FOUNDATION, agrees to include both the official Genesee County logo and the following statement in or on printed materials, newsletters, surveys, websites, special events, programs, registration materials, advertisements, DVDs, CDs, program presentations, etc. directly relating to programming supported by Millage funds, to the extent practicable based on applicable available resources, as determined by the FOUNDATION in its sole discretion, and to require the same of the Named Beneficiaries in any sub-agreements with the Named Beneficiaries: "This program and/or service is funded in whole or in part by the Genesee County Arts Education and Cultural Enrichment Millage funds. Your tax dollars are at work."
- 8. The FOUNDATION, agrees that these Millage funds shall not be directly used to provide increases in salaries or compensation packages of officers or directors, except as required under a collective bargaining or similar agreement in effect prior to the date hereof,

unless required to comply with any state or federal minimum wage laws or necessary to effectuate a Cost of Living Adjustment (COLA) increase; shall not be used to provide bonus compensation for such officers or directors; shall not be paid into any pension or other retirement funds on behalf of officers or directors; and shall not be used to construct new buildings or to pay previously-incurred debts; provided, however, that the FOUNDATION shall not be prohibited from increasing such salaries or compensation during the term of this MOA, so long as all salaries and compensation remain reasonable compensation for the services performed. The FOUNDATION agrees to require the same of the Named Beneficiaries pursuant to any subagreement entered into with any of the Named Beneficiaries.

9. That failure by either party to insist upon strict adherence to any terms of this MOA shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term, or any other term, of this MOA.

C. FURTHER, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT:

1. The COUNTY agrees to disburse the available collected Millage funds to the FOUNDATION on an as-collected basis. The first disbursement will occur on or before the earlier of January 4, 2019, or within ten business days after receipt of this executed MOA. After such first disbursement, disbursement shall occur every two weeks thereafter while the taxes continue to be collected. All disbursements of the Millage funds will be made via ACH electronic transfer to the FOUNDATION pursuant to account directions provided by the FOUNDATION to the COUNTY, as may be updated by the FOUNDATION from time-to-time. The FOUNDATION shall not distribute Millage funds to any Named Beneficiary unless such Named Beneficiary has executed a sub-agreement with the FOUNDATION consistent with the terms of this MOA. The FOUNDATION shall hold any such funds otherwise distributable to a Named Beneficiary in escrow until such sub-agreement is entered into. If the Named Beneficiary does not execute a sub-agreement before the end of the term of this MOA, the FOUNDATION shall return the funds applicable to such Named Beneficiary to the COUNTY with interest at the applicable federal rate as of the date the FOUNDATION received such funds.

The COUNTY's disbursement to the FOUNDATION shall be in an amount equal to the percentage of the collected tax revenue that is equal to the average percentage of collection of such tax revenue over the prior three year period (the "Average Collection Percentage"), said amount being a reasonable estimate of the yearly collectible taxes. The balance of the Millage funds over the Average Collection Percentage shall be deposited in escrow with Huntington National bank, or such other escrow agent mutually agreed upon by the parties (the "Escrow Agent") in writing subject to an escrow agreement (the "Escrow Agreement") entered into by the parties substantially in the form attached hereto as Exhibit D to account for the estimated amount of uncollectible taxes. The parties agree that this escrow arrangement will provide the FOUNDATION with a more stable year-to-year budget and will limit the FOUNDATION's potential future liability to repay any over-disbursement of Millage tax money. All earnings on such Millage funds deposited in the escrow account shall be payable to the FOUNDATION on a quarterly basis. Such amounts held in escrow will apply to, and be withheld from any Millage funds distributed by the FOUNDATION to the Named Beneficiaries on a pro rata basis.

At the close of the third year following each tax year, if the final amount of uncollectible taxes is less than 100% less the Average Collection Percentage for any given tax year, the Escrow Agent shall disburse to the FOUNDATION that amount plus any accumulated interest, as more specifically detailed in the Escrow Agreement. To the extent such amounts are distributable to a Named Beneficiary, the FOUNDATION will then disburse such funds to the applicable Named Beneficiary. If the final amount of uncollectible taxes is more than 100% less the Average Collection Percentage for any given tax year, the FOUNDATION understands and agrees that the Escrow Agent will disburse such amount to the COUNTY as more specifically detailed in the Escrow Agreement.

- 2. Subject to availability, amount actually collected, and other applicable conditions, the COUNTY agrees to transfer the Millage funds to the FOUNDATION and the Escrow Agent, as applicable, throughout the term of this MOA.
- 3. The COUNTY may, at reasonable times and with reasonable notice, visit and inspect the FOUNDATION'S facilities, and the FOUNDATION will include the same requirement in any sub-agreement entered into with a Named Beneficiary, and discuss or survey those entities' activities with designated staff.
- 4. The COUNTY, or any other representatives designated by the COUNTY, has the right to examine, upon reasonable notice, all records, books, and papers related to the use of Millage funds that are the subject of this MOA. The FOUNDATION will include this requirement in any sub-agreement with any Named Beneficiary; however, the FOUNDATION is not liable for any non-compliance by such Named Beneficiary, except that upon notice by the COUNTY to the FOUNDATION of any non-compliance by a Named Beneficiary, the FOUNDATION shall not distribute any further Millage funds to such Named Beneficiary until such non-compliance is cured, and the FOUNDATION will hold all such funds in escrow until such non-compliance is cured.
- 5. The Genesee County Board of Commissioners will create and maintain a four-member committee, which shall meet at least annually to review all reports, audits, and programming of the FOUNDATION and of all entities that receive Millage funds during the term of this MOA.
- 6. The primary COUNTY contact for notices, reports, and instructions related to this MOA is the COUNTY's to-be-determined four-member committee created by the Genesee County Board of Commissioners.
- 7. The FOUNDATION will take any and all steps necessary to reserve seats on its Board of Directors such that the COUNTY shall have at least one-third representation on the FOUNDATION's Board. Said FOUNDATION Board seats are to be filled by current Commissioners of the COUNTY Board who, while serving in that capacity, shall only have the authority to discuss or vote on FOUNDATION Board matters relating to Millage funds.
- 8. The COUNTY will retain a flat \$40,000.00 portion of Millage funds to cover its administrative costs, including reviewing and overseeing the use of millage funds with the goal

being to ensure transparency, oversight, accountability, and maintaining adherence to the spirit and language of the Millage by the FOUNDATION and the Named Beneficiaries.

9. The FOUNDATION acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The FOUNDATION, and all entities receiving Millage funds, agree to submit to this power in connection to use of these Millage funds.

D. AUDIT RIGHTS AND RESPONSIBILITIES

- 1. The FOUNDATION shall segregate Millage funds from its general funds and will use a portion of the Millage funds for yearly audits as detailed herein.
- 2. The FOUNDATION certifies that all information provided to the County by the FOUNDATION will be true and correct. The FOUNDATION further certifies that its accounting system conforms to generally accepted accounting principles. The foregoing statements apply to that information applicable to and within the control of the FOUNDATION only. The FOUNDATION will provide the COUNTY with all applicable information that it receives from a Named Beneficiary but the FOUNDATION is not responsible for any such information provided by a Named Beneficiary.
- 3. The FOUNDATION will perform and provide to the COUNTY an annual certified financial audit of the segregated Millage funds until such Millage funds are fully expended. The FOUNDATION will require each Named Beneficiary that receives Millage funds in excess of \$25,000.00, pursuant to its sub-agreement therewith, to provide the COUNTY with an annual certified financial audit of the segregated Millage funds until such Millage funds are fully expended. Failure to timely provide the applicable financial audit or to receive an extension of time from the COUNTY within which to satisfy this requirement may result in withholding of further Millage fund disbursements, with respect to the applicable entity who has failed to satisfy this requirement. For purposes of clarity, the audit requirements set forth in this paragraph shall apply only to the segregated funds containing Millage funds of each applicable entity and this paragraph shall not be interpreted to require any entity to obtain or provide audited financial statements with respect to any other funds or its overall operations.
- 4. The FOUNDATION will provide the COUNTY with annual reports showing all Named Beneficiaries receiving Millage funds. The first report must be produced by March 31, 2020, and subsequent reports must be produced by end of March for each succeeding year that the Millage is levied and an extension of this MOA is executed by the Parties.
- 5. The COUNTY four-member committee will meet at least annually to review all submitted audits and reports and make recommendations to the Genesee County Board of Commissioners relating to that review.
- 6. The FOUNDATION agrees to maintain any business records related to this MOA or the FOUNDATION's use of Millage funds for a period of at least three (3) years after final payment.

E. GENERAL PROVISIONS

- 1. Any changes to this MOA will be valid if made in writing by both parties. This MOA may be amended by mutual written consent of the FOUNDATION and the COUNTY.
- 2. The COUNTY may terminate this MOA, and elect to exercise its discretion not to levy and collect this Millage, if there has been an un-remedied misuse of Millage funds by either the FOUNDATION or any Named Beneficiary, to the extent of the pro rata amount of Millage funds applicable to such entity responsible for such misuse. "Misuse" means any use of Millage funds by the FOUNDATION or a Named Beneficiary that is not in accordance with the Millage language, attached as *Exhibit A*. The COUNTY shall give prompt written notice to the FOUNDATION of any suspected misuse of Millage funds. The COUNTY shall give the FOUNDATION and any Named Beneficiary suspected of misusing Millage funds 30 days after such written notice within which to cure said misuse. Each of the FOUNDATION and the Named Beneficiaries shall be severally liable for their own misuse. In no event shall the FOUNDATION or a Named Beneficiary be responsible or liable for misuse by another entity.

The COUNTY retains the right to demand and obtain repayment from the responsible party of any Millage funds disbursed to the FOUNDATION, including withholding future disbursements, in the event that the FOUNDATION, or any Named Beneficiary, is found to have misused these Millage funds.

- 3. The FOUNDATION covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is related to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any entity that receives Millage funds. Breach of this covenant shall be regarded as a material breach of this Contract.
- 4. The provisions of this MOA shall apply to and bind the COUNTY, the FOUNDATION and each Named Beneficiary pursuant to a sub-agreement in accordance with the terms hereof that receive Millage funds including their heirs, executors, administrators, and assigns all of the parties hereto.
- 5. The FOUNDATION agrees to be fully transparent and accountable to the Genesee County taxpayers related to the use of this Millage funds and acknowledges that the COUNTY is a public body subject to the Michigan Freedom of Information Act. Records held by the COUNTY are public unless exempted. Nothing in this MOA shall be construed to require the FOUNDATION or a Named Beneficiary to disclose any donor records, artist fees, or confidential terms of any contract or arrangement relating to the performance of their charitable purposes.
- 6. The FOUNDATION agrees to indemnify, defend, and hold harmless the COUNTY, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the levy, collection, and/or use of these Millage funds; provided, however that this indemnification and hold harmless shall not apply to the acts

or failure to act of a Named Beneficiary. The FOUNDATION, however, will require each Named Beneficiary who enters into a sub-agreement to provide indemnification and hold harmless to the COUNTY. The COUNTY reserves the right to exercise its discretion not to levy and collect this Millage in the event of any breach of this specific provision.

- 7. If for any reason any portion of this MOA is in dispute, the parties will make their best efforts to resolve the dispute without resorting to litigation. Should litigation be required, to resolve any dispute between the parties, the party not prevailing in the dispute will pay the other party's reasonable attorney fees as part of any resolution.
- 8. This MOA constitutes the complete understanding of the parties. No agreements, representations or understandings not specifically contained herein shall be binding upon any of the parties unless reduced to writing and signed by the parties to be bound.
- 9. Any clause or condition of this MOA found to be an impediment to the intended and effective operation of this Contract may be waived in a mutual writing by the parties, upon presentation of written justification by the requesting party. Such waiver may be temporary or for the life of the MOA and may affect any or all subjects covered by this MOA.
- 10. If any provision of this MOA, or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this MOA.
- 11. Each Party has had the opportunity to have this MOA reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this MOA, there shall be no presumption in favor of any interpretation solely because the form of this MOA was prepared by the COUNTY.

IN WITNESS WHEREOF, the individual or officer signing this Contract certifies by her/his name that s/he is authorized to sign this MOA on behalf of the respective party.

FLINT CULTURAL CENTER FOUNDATION	COUNTY OF GENESEE
By:	By:
Mark Sinila, Chief Operating Officer	Mark Young, Chairman
Flint Cultural Center Foundation	Board of County Commissioners
Date:	Date:

EXHIBIT A

TO

MEMORANDUM OF AGREEMENT

MILLAGE

(See attached)

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

LADIES AND GENTLEMEN:

WHEREAS, arts and cultural institutions in Genesee County; including the Sloan Museum, the Longway Planetarium, The Whiting Auditorium, the Flint Institute of Arts, and The Flint Institute of Music within the cultural center; have long provided educational and inspirational programming to Genesee County with programs, shows, and more that have enriched the lives of students, residents, and visitors of the County and provided critical educational resources for decades; and

WHEREAS, dedicated funding for arts and cultural institutions in the form of a countywide 10-year millage of 0.96 mill (96 cents per \$1,000 in taxable value) provided to arts and cultural institutions through the Flint Cultural Center Foundation and the Greater Flint Arts Council would continue and strengthen effective arts education and cultural enrichment programming and activities in Genesee County; and

WHEREAS, if the proposed millage is approved, cultural center institutions have committed to provide all residents of Genesee County with free general admission to the Sloan Museum and the Flint Institute of Arts and selected discounts on shows and programs at the Longway Planetarium, the Whiting Auditorium, the Capitol Theatre, the Flint Youth Theatre, the Flint School of Performing Arts, the Flint Symphony Orchestra, and The Flint Institute of Music; and

WHEREAS, if the proposed millage is approved, The Floyd J. McCree Theatre & Fine Arts Centre has committed to provide all residents of Genesee County with significantly discounted admission to all of its mainstage productions, all 5 to 18 year-old residents of Genesee County with free after school workshops, and all 5 to 12 year-

old residents of Genesee County with free admission to both its Black History Film Series and its after school workshops; and

WHEREAS, if the proposed millage is approved, the Friends of Berston have committed to provide all residents of Genesee County with the following at the Berston Field House: free admission to the Annual Anniversary Arts Festival; free access to the Neighborhood Virtual Library and Computer Literacy and Learning Center; free tuition and admission to Chosen Few Arts Council instructional programming; free tuition and admission to the Motown Line Dancing series; and reduced tuition for the Creative Expression Dance Studio and workshops; and

WHEREAS, if the proposed millage is approved, \$500,000 will be allocated each year to the Greater Flint Arts Council for arts programming grants to other nonprofit or governmental arts and cultural institutions in Genesee County; and

WHEREAS, the Board of County Commissioners of Genesee County, Michigan, is authorized under Section 11 of 1851 PA 156, as amended, MCL 461.11, to raise by tax upon the county those funds authorized by law, subject to applicable voting requirements, and the County of Genesee may under Section 3 of Chapter 1846 RS 13, as amended, MCL 45.3, do all other necessary acts in relation to the property and concerns of the County.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the following question shall be submitted to a vote of the electorate of Genesee County on August 7, 2018, in a special election to be held in conjunction with the regular primary election scheduled for that date:

GENESEE COUNTY

ARTS EDUCATION & CULTURAL ENRICHMENT MILLAGE

The proposal would authorize Genesee County to levy a property tax:

- to be used to provide annual dedicated funding through the Flint Cultural Center Foundation for the continuing support of arts education and cultural enrichment programs for students, residents, and visitors of Genesee County at cultural center institutions, including the Sloan Museum, the Longway Planetarium, The Whiting Auditorium, the Flint Institute of Arts, the Flint School of Performing Arts, the Flint Symphony Orchestra, the Flint Youth Theatre, The Flint Institute of Music, and the Capitol Theatre, and at the Floyd J. McCree Theatre & Fine Arts Centre and the Berston Field House, and for related purposes authorized by law:
- to also be used to provide \$500,000 annually to the Greater Flint Arts Council for grants to support arts education and cultural enrichment programs at other nonprofit and governmental arts and cultural institutions in Genesee County;
- at a rate of 0.96 mill (\$0.96 for each \$1,000.00 of taxable value);
- for 10 years beginning in 2018 and ending in 2027; and
- that may not be increased, renewed, or used for other purposes without voter approval.

If this new additional millage is approved and levied, revenue will be disbursed to Genesee County for appropriation by the Genesee County Board of Commissioners. It is estimated that \$8,775,654.56 will be collected in the first year.

Should this proposal be approved?

YES[] NO[]

Under current state law, local authorities in Genesee County may capture and use for authorized purposes tax increment revenues from property taxes levied by Genesee County, including a portion of the millage, if approved. Unless state law changes, the following local authorities are expected to capture and receive a disbursement of a portion of the millage, if approved: City of Burton Downtown Development Authority ("DDA"); City of Clio DDA and Neighborhood Improvement Authority ("NIA"); City of Davison DDA and Local Development Finance Authority ("LDFA"); City of Fenton DDA and LDFA; City of Flint DDA; East Pierson Road Corridor Improvement Authority ("CIA") and NIA; City of Grand Blanc DDA and Brownfield Redevelopment Authority ("BRA"); City of Linden DDA; City of Montrose DDA; City of Mt. Morris DDA; City of Swartz Creek DDA; Genesee County BRA and Land Bank Authority; Davison Township DDA; Hill Road CIA; Mt. Morris Township Business Development Authority ("BDA"); Vienna

Township BDA; Village of Lennon DDA; Village of Otisville DDA; and Village of Otter Lake DDA. The total amount of tax increment revenue projected to be captured in the first year of the millage is estimated to be \$193,752.35.

BE IT FURTHER RESOLVED, that the preceding question is hereby certified to the County Clerk/Register and, through the County Clerk/Register, to the Board of Election Commissioners of Genesee County.

BE IT FURTHER RESOLVED, that the millage and dedicated funding for nonprofit and governmental arts and cultural institutions within Genesee County provided by the preceding question is hereby declared to be a valid public purpose and for the benefit of the health, safety, and welfare of the residents of Genesee County.

BE IT FURTHER RESOLVED, that a special election is called for August 7, 2018, throughout Genesee County, for the purpose of submitting the above-stated ballot question to the electorate.

BE IT FURTHER RESOLVED, that notice of the aforesaid election and of registration therefor shall be given, the ballots therefor shall be prepared, the election shall be conducted, and the results thereof shall be canvassed and certified, all as required by law, by the County Clerk/Register, the Board of Election Commissioners, the Board of County Canvassers, and other election officials.

BOARD OF COMMISSIONERS

В			
04-23-B04			B04

EXHIBIT B

TO

MEMORANDUM OF AGREEMENT

TRAVEL POLICY

(See attached)

Travel Policy/Procedure

Division: Travel and Entertainment Department: Finance

Amended Date: 12/5/18 Title: Travel and Entertainment

PURPOSE:

To ensure there are proper guidelines relative to travel and entertainment expenses and the procedures for reimbursement.

POLICY:

All reservations required for business travel are to be pre-approved by the COO or Director of Finance. Expenses are to be within established guidelines and will be reimbursed only with proper documentation, including original vendor receipts.

The responsibility for ensuring compliance with these regulations ultimately rests with the Flint Cultural Center Foundation. Their representative will be responsible for ensuring that all travel requests are in compliance with this adopted policy. The COUNTY Board of Commissioners reserves the right to question, disallow or approve any travel expenditures. However, these items are not intended to be perquisite and the FCCC reserves the right to deny reimbursement of expenses that are considered lavish or extravagant. All representatives traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

APPLIES TO:

All departments and individuals who travel on behalf of the Flint Cultural Center Foundation, or its Named Beneficiaries using taxpayer supplied, Millage funds.

PROCEDURE:

1.0 Travel Arrangements

- 1.1 To arrange for travel, complete the Travel Arrangements form with all pertinent information, including approval. The form should then be forwarded to the Foundation Finance department to be maintained for a period of not less than 3 years.
- 1.2 Cash Advances To help ensure accurate and timely expense report preparation and reduce the additional paperwork required to process and track advances, the corporation generally discourages cash advances unless special circumstances apply. Employees are encouraged to use personal credit cards for travel expenses which will be reimbursed upon receipt of appropriate documentation.

If an employee requires a cash advance, the amount should be completed on the travel arrangements form with a supporting explanation for the advance. The advance request will then be forwarded to the Finance department for processing.

When a cash advance is received, the employee will reduce their expense reimbursement by the amount of the cash advance. In the case where the cash advance exceeds the expenses for report submitted, the remaining cash must be turned into the Finance department with the expense report within three business days of return to work. Amounts owed the company cannot be carried forward to future expense reports.

1.3 Direct billings – Direct billings from hotels, restaurants, etc. are not permitted unless previously authorized.

2.0 Expense Guidelines

- 2.1 Air Travel Airline reservations should be made based on the following criteria:
 - 2.1.1 Expediency: Getting the employee to their destination in an expedient way. (Direct flights when possible or connecting flights if necessary for faster flight schedules). Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares and other available discounts should be utilized whenever possible.
 - 2.1.2 Cost: Employee will fly coach class or the employee will be responsible for the costs over and above the value of a coach or economy ticket.
 - 2.1.3 Carrier: An employee's preferred airline can be utilized as long as expediency and cost factors are equal. Individuals may not deliberately patronize a single airline to accumulate frequent flyer miles if a less expensive airfare is available from another airline.
- 2.2 Lodging Lodging arrangements should be based on value, convenience for the traveler, and reasonableness. Convenience, the cost of staying in the city in which the event is located and proximity to other venues on the individual's itinerary, shall be considered in determining reasonableness. Personnel shall make use of available corporate and discount rates for hotels. "Deluxe" or "luxury" hotel rates will not be reimbursed.

If an employee is accompanied by a non-employee such as a family member or a friend, and therefore requires an extra charge, the employee will be responsible for payment of any additional lodging costs.

Employees will be permitted to stay at hotels hosting conferences or exhibitions, but should always request any conference discounts available. In the case of multiple offerings, employees are to reserve the most convenient and economical property.

2.3 Meals – Employees will generally be responsible for obtaining their own meals while traveling. Meals do not include entertaining guests.

Meals and miscellaneous items will be reimbursed according to the lesser of actual expenses or \$30.00 per day, based on receipts submitted.

Occasionally, an employee may be traveling to a location with a higher than normal cost of living (New York City, Washington D.C. etc...). For these locations, including foreign travel, an

employee can request an increase in the daily per diem rate, but should have it substantiated and authorized prior to departure.

2.4 Car rentals – In most instances, it is the preference that shuttles and taxi cabs are used to travel at the destination and the use of public transportation where available is encouraged. However, if a car rental is required at the destination, advance arrangements should be made with the FOUNDATION to insure proper insurance coverage. Vehicle selection will be based upon the most cost-effective class that satisfies requirements for the employee(s) and any demonstration equipment.

Supplemental auto insurance coverage offered by car rental agencies is to be declined if and ONLY if the vehicle is rented using an FCCC corporate credit card as liability and collision coverage is provided by the corporation's insurance policy in this instance. If an employee needs to use their own credit card to rent the vehicle, it is recommended that the supplemental insurance be purchased because the damages will fall on the employee's personal auto insurance policy.

2.5 Personal Vehicles – An employee required to use their own automobile for business will be reimbursed at the prevailing rate per tax guidelines for per-mile deductions. The employee must provide on the expense report, documentation including dated, miles traveled and purpose of each trip.

The company assumes no responsibility for personal automobiles used for business. In addition, the following charges will not be reimbursed: gasoline, vehicle repairs, towing, or other similar expenditures. Further, any parking, speeding or any other traffic violation is the sole responsibility of the employee.

2.6 Telephone – Business-related telephone charges on an itemized lodging receipt and/or telephone charge card should be itemized under telephone expense.

If an employee is out-of-town on business for several days, the employee may make occasional personal telephone calls home, as long as the charges and length of call are reasonable.

- 2.7 Entertainment In order to be reimbursed, entertainment expenses must be ordinary and necessary expenses directly related or associated with the active conduct of business, it is very important to properly document entertainment expenses and substantiate the following elements:
 - 2.7.1 The date
 - 2.7.2 The place (name and location)
 - 2.7.3 Description or type of entertainment
 - 2.7.4 The business purpose and the nature of the business benefit expected to be gained
 - 2.7.5 The business relationship of the persons entertained (name, occupation, title, etc...)
 - 2.7.6 Vendor Receipt
- 2.8 Miscellaneous Expenses Any additional business expenses that are not categorized above should be listed under miscellaneous expenses and documented with all pertinent information to substantiate the expense.
- 2.9 Non-Reimbursable Any expenses that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by Millage funds. Expenses that are not reimbursable include, but are not limited to:
 - 2.9.1 Travel insurance

- 2.9.2 First class tickets or upgrades
- 2.9.3 Tipping for maid, valet service
- 2.9.4 Limousine travel
- 2.9.5 Movies, liquor, or bar costs
- 2.9.6 Membership dues at any county club, private club, athletic club, golf club, tennis club or similar recreational organization
- 2.9.7 Participation in or attendance at golf, tennis or sporting events, without advance approval
- 2.9.8 Spa, exercise charges, tourist attractions
- 2.9.9 Clothing purchases
- 2.9.10 Damage to personal vehicles, the loss/theft of goods
- 2.9.11 Toiletry articles
- 2.9.12 Expenses for spouses, friends, or relatives

3.0 Expense reports - preparation and reimbursement

3.1 All business travel and entertainment expenditures incurred by the employee of the company are reimbursed through the use of the Travel Expense Report and the Entertainment and Business Gift Expense report. Entertainment and Gift Expense reports should be completed and turned in within one (1) week of return or incurrence of expenses along with original vendor receipts.

Expense report forms must be filled out and totaled completely. Use the appropriate heading and total on a daily basis. Required for items charged must be attached to the report. Any questions regarding completion of the report should be directed to the Finance and Administration Department.

3.2 Upon completion, the expense report along with all attachments and original vendor receipts should be turned into the employee's supervisor for approval. After approval, the expense report is submitted to the Finance department for processing and reimbursement. In order to expedite reimbursement, the employee should ensure that the report is completed properly, required documentation is attached, proper authorization is obtained, and any unusual items are properly explained and documented.

Authorized expense reports will be reimbursed, normally written within one week after receipt by the accounting department.

4.0 Compensation for Travel Time

4.1 Time spent traveling to conferences, seminars, or for any other reason associated with the individual's job, shall be compensated as required by the Fair Labor Standards Act (FLSA). When the employee must spend the night away from home, the FLSA requires all time spent traveling during the employee's normal working hours, even on regular days off, (excluding regular meal periods) to be compensated. Activities that do not require an overnight stay, the FLSA requires that all travel time (excluding meal periods, and travel between home and the point of departure if the employee uses public transportation) to be compensated, unless the employee is traveling as a passenger.

Employees who are exempt under the Fair Labor Standards Act may travel during normal work hours without loss of salary. Employees doing so must make prior arrangements with their supervisor.

EXHIBIT C

TO

MEMORANDUM OF AGREEMENT

BACKGROUND CHECK GUIDELINES

(See attached)



American Society of Employers Victor Park West 19575 Victor Parkway Suite 100 Livonia, Mi 48152 Phone: (248) 353-4500

Phone: (248) 353-4500

Fax: (248) 353-1224

asepeoplecheck.clearstar.net

Requested by: Flint Cultural Center Corporaton 601 E. Second St. Flint, MI 48503 Phone: 810-237-7346

Applicant Information		
Name:	Address:	
SSN:		
DOB:		-
Position:		
Acctg Code:		
Acctg Code: Status: COMPLETED		

Notice to Employers operating in California or screening California residents: California law requires the following notice when obtaining a pre-employment screening report. This report is only provided on the condition that an employer subject to California law agrees to abide by these conditions. Furthermore, by requesting a screening report, an employer certifies compliance with California Civil Code Section 1786.16. (1)The report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Evidence of identity theft may or may not be identified from this report. (2) The recipient of this report shall give a copy of this report to the subject of the report. (3) Failure to provide a copy of the report as required by law may expose you to liability as specified in Civil Code Section 1786.50.

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018

10/19/2018

1 of 15

10/22/18



American Society of Employers Victor Park West 19575 Victor Parkway Suite 100 Livonia, MI 48152 Phone: (248) 353-4500

Phone: (248) 353-4500
Fax: (248) 353-1224
asepeoplecheck.clearstar.net

Requested by: Flint Cultural Center Corporaton 601 E. Second St. Flint, MI 48503 Phone: 810-237-7346

/	Applicant Information		
	Name:	Address:	
	SSN:		
	DOB:		
	Position:		
	Acctg Code:		
	Status: COMPLETED	·	
\			

Page Number		Flagged / Discre	pancy
Status Detail	5 of 5 Orders Completed 100%	Service Alert	
		Completed	$\overline{}$
Orders Placed		OrderID	\
Pkg: Flint Cultural Center	Corp Standard	82875124	
CRIMINAL - COUNTY		82875498	
CRIMINAL - STATE		82875584	
NATIONAL DATABASE		82875631	
SOCIAL SECURITY TR	ACE	82875125	

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018

10/19/2018

2 of 15

10/22/18

Requested From: Request by:

American Society of Employers Flint Cultural Center Corporaton

Applicant Name: Applicant SSN: Profile No:

CRIMINAL - COUNTY Genesee County, MI		82875498	\Box
NO RECORD FOUND FOR	IN GENESEE,		

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018

10/19/2018

3 of 15

10/22/18

Requested From: Request by:

American Society of Employers Flint Cultural Center Corporaton

Applicant Name: Applicant SSN: Profile No:

Ĺ	CRIMINAL - STATE USA, MI	Ø	\
Γ	Searched through the Michigan State Police		
l	Searched by Name and Date of Birth		
l	Result: No Reportable Records Found		
\	\		/

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018

10/19/2018

4 of 15

10/22/18

Requested From: Request by:

American Society of Employers Flint Cultural Center Corporaton **Applicant Name:** Applicant SSN: Profile No:

			ASE	

82875631

Search Parameters

SSN:

Person Name DOB:

No offenses found.

Sources Searched

AK ANCHORAGE COUNTY MOST WANTED, AK ADC, AK BOULDER MOST WANTED, AL BALDWIN ARREST, AL BALDWIN COUNTY ARREST, AL CALLERA WARRANT, AL CALHOUN ARREST, AL COUNTY ARREST, AL COLLEGET ARREST, AL MONTOWN ARRANTS, AR CRAIGHEAD ARREST, AR

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received:

10/17/2018

Completed: 10/19/2018 5 of 15

Applicant Name: Applicant SSN: Profile No:

CLERK OF COURT, F.I. GLADES CIRCUIT COURT, F.I. AND DE COURTY ARREST, F.I. HARMILTON CLERK OF COURT, F.I. HARDEE ARREST, F.I. HARDEE GLERK OF COURT, F.I. HARDEE ARREST, F.I. HARDEE GLERK OF COURT, F.I. HARDEE ARREST, F.I. HARDEE GLERK OF COURT, F.I. HARDEE MOST VIANATED F.I. HARDEE MARRANT, F.I. HIGHWAY PATROL, MOST WANTED, F.I. HILLSBOROUGH ARREST, F.I. HILLSBOROUGH COUNTY TRAFFEC, F.I. HILLSBOROUGH ARREST, F.I. HILLSBOROUGH COUNTY TRAFFEC, F.I. HILLSBOROUGH COUNTY TRAFFEC, F.I. HILLSBOROUGH ARREST, F.I. HILLSBOROUGH COUNTY TRAFFEC, F.I. HILLSBOROUGH COUNTY TRAFFEC, F.I. HILLSBOROUGH COURT, F.I. LAKE GLERK OF COURT, F.I. LAKE ARREST, F.I. LAKE ARREST, F.I. LAKE GLERK OF COURT, F.I. LAKE ARREST, F.I. LAKE ARRES

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018

10/19/2018

6 of 15

Requested From: Request by:

American Society of Employers Flint Cultural Center Corporaton **Applicant Name:** Applicant SSN: Profile No:

AUSTICE AOC, KY CRIMESTOPPERS MOST WANTED, KY CRITTENDEN COUNTY DETENTION CENTER, KY DOC, KY FULTON
ARREST, KY GREENUP COUNTY DETENTION CENTER, KY HARDINGOUNTY DETENTION CENTER, KY HENDERSON COUNTY
DETENTION CENTER, KY AGKOS MCOUNTY DETENTION CENTER, KY HARDINGOUNTY DETENTION CENTER, KY HENDERSON COUNTY
DETENTION CENTER, KY KINGK COUNTY DETENTION CENTER, KY LOURGE, COUNTY DETENTION CENTER, KY
KENDER COUNTY DETENTION CENTER, KY HOUSE AND COUNTY DETENTION CENTER, KY
KENDER COUNTY DETENTION CENTER, KY
KONGO COUNTY DETENTION CENTER, KY
KONGO COUNTY DETENTION CENTER, KY
KONGO COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY KINGK COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY WARGIN COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY WARGIN COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY WARGIN COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY WARGIN COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY WARGIN COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY WARGIN COUNTY DETENTION CENTER, KY
KY MARGIN COUNTY
DETENTION CENTER, KY WARGIN COUNTY
DET

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018

10/19/2018

7 of 15

Requested From: Request by:

American Society of Employers
Flint Cultural Center Corporaton

Applicant Name: Applicant SSN: Profile No:

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018 10/19/2018 8 of 15

10/22/18

Requested From: Request by: American Society of Employers Flint Cultural Center Corporaton Applicant Name: Applicant SSN: Profile No:

MUNICIPAL COURT OH MICKSON CLERK OF COURTS OH MOKSON MUNICIPAL COURT OH JEFFERSON GOURT OF COMMON REAS, OH JEFFERSON BILLOWALE COURT OF COMMON REAS, OH JEFFERSON MUNICIPAL COURT, OH JEFF

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018 10/19/2018 9 of 15

Requested From: Request by:

American Society of Employers Flint Cultural Center Corporaton

Applicant Name: Applicant SSN: Profile No:

NON TRAFFIC CASE, PA ACC NON TRAFFIC CITATION, PA ACC NON TRAFFIC DISPOSITION GITATION, PA ACC NON TRAFFIC CITATION, PA ACC TRAFFIC CASE, PA ACC TRAFFIC DISPOSITION CITATION, PA ACC TRAFFIC FILING CITATION, PA BEAVER COUNTY WARRANT, PA DEEP ABEAVER, COUNTY WARRANT, PA DEEP ABEAVER, COUNTY WARRANT, PA DEEP ABEAVER, COUNTY WARRANT, PA HILL ADELPHIA, PA DOC, PA LANCASTER ARREST, PA HILL DERINAMING DISPOSITIONS, PA MONTGOMERY COUNTY WARRANT, PA HILL ADELPHIA, PA DOC, PA LANCASTER ARREST, PA HILL DERINAMING DISPOSITIONS, PA MONTGOMERY COUNTY WARRANT, PA HILL ADELPHIA, PA DOC, PA LANCASTER, PA HILL ADELPHIA, PA LANCASTER, PA L

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018 10/19/2018 Requested From: Request by: American Society of Employers Flint Cultural Center Corporaton

Applicant Name: Applicant SSN: Profile No:

COURT, TX HOPKINS COUNTY COURTS, TX HOPKINS DISTRICT COURT, TX HOWARD ARREST, TX HOWARD COUNTY COURT, TX HOPKINS COUNTY COUNTY COUNTY COURT, TX HOPKINS COUNTY COURT, TX HOPKINS COUNTY COUNTY COURT, TX HOPKINS HOPKINS COUNTY COUNTY COURT, TX HOPKINS HOPKINS HOPKINS HOPKINS COUNTY COUNTS, TX HOPKINS HOPKINS HOPKINS HOPKINS COUNTY COUNTS, TX HOPKINS HOPKINS HOPKINS HOPKINS HOPKINS HOPKINS COUNTY COUNTS, TX HOPKINS HOPKINS HOPKINS HOPKINS HOPKINS HOPKINS COUNTY COUNTS, TX HOPKINS HOPK

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received:

10/17/2018

Completed: 10/19/2018

11 of 15

Requested From: Request by:

American Society of Employers Flint Cultural Center Corporaton Applicant Name: Applicant SSN: Profile No:

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Received: Completed: 10/17/2018

10/19/2018

12 of 15

10/22/18

Requested From: Request by:

American Society of Employers
Flint Cultural Center Corporaton

Applicant Name: Applicant SSN: Profile No:

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

13 of 15

Received: Completed: 10/17/2018

10/19/2018

Requested From:	
Request by:	

American Society of Employers Flint Cultural Center Corporaton **Applicant Name:** Applicant SSN: Profile No:

	7-1			
200	rces	S1-21	œп	ed≇

End Of Report

Privileged/Confidential Information is contained in this report. If you are not the addressee indicated in this message you may not copy or deliver this message to anyone. In such case, you should destroy this report, and notify us immediately by phone at (248) 353-4500 or by mail at American Society of Employers, Victor Park West, 19575 Victor Parkway Suite 100, Livonia, MI, 48152

Para información en español, visite <u>www.consumerfinance.gov/learnmore</u> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- You have the right to ask for a credit score. Credit scores are numerical summaries of your
 credit-worthiness based on information from credit bureaus. You may request a credit score from consumer
 reporting agencies that create scores or distribute scores used in residential real property loans, but you
 will have to pay for it. In some mortgage transactions, you will receive credit score information for free
 from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency

Received: Completed: must investigate unless your dispute is frivolous. See <u>www.consumerfinance.gov/learnmore</u> for an explanation of dispute procedures.

- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.

The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify

Applicant Name: Applicant SSN: Profile No:

the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:.	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above:	a. Office of the Comptroller of the Currency Customer Assistance Group
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
	b. Federal Reserve Consumer Help Center
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign	P.O. Box. 1200 Minneapolis, MN 55480
banks), commercial lending companies owned or	c. FDIC Consumer Response Center
controlled by foreign banks, and organizations	1100 Walnut Street, Box #11
operating under section 25 or 25A of the Federal Reserve Act	Kansas City, MO 64106
10000	d. National Credit Union Administration
c. Nonmember Insured Banks, Insured State	Office of Consumer Protection (OCP)
Branches of Foreign Banks, and insured state savings associations	Division of Consumer Compliance and Outreach (DCCO)
associations	1775 Duke Street
d. Federal Credit Unions	Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings
	Aviation Consumer Protection Division
	Department of Transportation
	1200 New Jersey Avenue, S.E. Washington, DC 20590

4 of 5

4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8 th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Requested From: Request by:

American Society of Employers Flint Cultural Center Corporaton **Applicant Name:** Applicant SSN: Profile No:

New York State Correction Law Article 23-A, Section 753 Licensure and Employment of Persons Previously Convicted of One or More Criminal Offenses

Section 753. Factors to be considered concerning a previous criminal conviction; presumption.

- 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:
 - (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of the persons previously convicted of one or more criminal offenses.
 - (b) The specific duties and responsibilites necessarily related to the license or employment sought.
 - (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
 - (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
 - (e) The age of the person at the time of occurrence of the criminal offense or offenses.
 - (f) The seriousness of the offense or offenses.
 - (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
 - (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.
- 2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabiliation in regard to the offense or offenses specified therein.

Received: Completed:

10/17/2018 10/19/2018 1 of 1

PRE-ADVERSE ACTION NOTICE

10/22/2018

You previously authorized Flint Cultural Ctr. Corp. to obtain a consumer report and/or investigative consumer report about you from a consumer reporting agency. Please find enclosed a copy of the report we obtained from the American Society of Employers /HR Management Group, Inc. (ASE) and a summary of your rights under the Fair Credit Reporting Act. This notice is being provided because an adverse employment decision may be based, in whole or in part, on this report.

You have the right to dispute the accuracy or completeness of any information contained in the report within five business days from the date of this letter*. You may contact ASE at the following address and/or telephone number:

American Society of Employers/HR Management Group, Inc. Victor Park West 19575 Victor Parkway Suite 100 Livonia, MI 48152 Phone (800) 353-4500

Please be prepared to provide proper identification to ensure confidentiality. If you wish to dispute the accuracy of the information contained in a credit report, you must contact the credit bureau directly at the following address and/or telephone number:

Trans Union 2 Baldwin Place P.O. Box 1000 Chester, PA 19022 Phone (888) 888-4213 www.transunion.com

Sincerely,

Flint Cultural Ctr. Corp.

*New York applicants/employees have five business days after receipt of this letter and up to 10 calendar days after the date of this letter, whichever period is longer.

ADVERSE ACTION NOTICE

10/27/2018

We regret to inform you that Flint Cultural Ctr. Corp. is unable to consider you further for employment, continued employment, and/or promotion.

This decision was based in whole or in part on information contained in a report from the American Society of Employers/HR Management Group, Inc. (ASE). Please be advised that ASE did not make this employment decision and is unable to supply you with specific reasons why the decision was made.

Under Section 612 of the Fair Credit Reporting Act (FCRA), you have the right to obtain a free copy of the report if you submit a written request to the agency identified above no later than 60 days after you receive this notice. Under Section 611 of the FCRA, you also have the right to dispute with the consumer reporting agency the accuracy or completeness of any information in the report. You may contact ASE at the following address and/or telephone number:

American Society of Employers/HR Management Group, Inc. Victor Park West 19575 Victor Parkway Suite 100 Livonia, MI 48152 Phone (800) 353-4500

Please be prepared to provide proper identification to ensure confidentiality. If you wish to dispute the accuracy of the information contained in a credit report, you must contact the credit bureau directly at the following address and/or telephone:

Trans Union
2 Baldwin Place
P.O. Box 1000
Chester, PA 19022
Phone (888) 888-4213
www.transunion.com

Sincerely,

Flint Cultural Ctr. Corp.

EXHIBIT D

TO

MEMORANDUM OF AGREEMENT

ESCROW AGREEMENT

(See attached)

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is ma	ade and entered into this day
of, 2018, by and between THE COUNTY (OF GENESEE acting by and
through the Genesee County Board of Commissioners (the "C	County"), whose address is 1101
Beach Street, Flint, Michigan 48502, FLINT CULTURAL	CENTER FOUNDATION, a
Michigan nonprofit corporation (the "Foundation"), whose add	dress is 601 East Second Street,
Flint, Michigan 48503, and [HUNTINGTON NATIONAL BA]	NK], a
(the "Escrow Agent"), whose address is	, and is based upon the
following.	-
RECITALS:	

- B. Pursuant to the MOA, the County and the Foundation have agreed to deposit with Escrow Agent certain amounts otherwise distributable pursuant to the Millage (such amounts being referred to herein as the "*Escrowed Funds*").
- C. Further pursuant to the MOA, the County and the Foundation have agreed to enter into this Agreement with Escrow Agent.
- D. Escrow Agent has agreed to hold the Escrowed Funds in such escrow accounts and to release the Escrowed Funds in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

- 1. <u>Terms</u>. Any capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the MOA.
- 2. <u>Escrowed Funds</u>. Simultaneously with the execution of this Agreement, and annually thereafter on the same date as payment is made to the Foundation pursuant to the MOA, the County shall deposit the Escrowed Funds with Escrow Agent to be held pursuant to the terms of this Agreement.
- 3. Requests for Disbursement. Upon Escrow Agent's receipt of a written request (the "Request") from the County or the Foundation, or both, requesting the release of any portion of the Escrowed Funds to the County or the Foundation, and specifying the actual amount of uncollectible taxes for the applicable period pursuant to Section C.1. of the MOA, the Escrow Agent shall disburse such Escrowed Funds pursuant to the Request; provided, however, that if the Request is given by either the County or the Foundation but not both, Escrow Agent shall (i)

promptly notify the non-requesting party of the Request (the "Notice of Request"), and (ii) withhold disbursement of such Escrowed Funds for a period of ten (10) business days after Notice of Request. If Escrow Agent receives a response to its Notice of Request from the non-requesting party within said ten (10) business day period which response countermands the earlier Request, then Escrow Agent shall withhold such disbursement until both the County and the Foundation can agree in writing upon a disbursement of such Escrowed Funds. The County and the Foundation hereby agree to send to the other, pursuant to Section 10 below, a duplicate copy of any written notice sent to Escrow Agent either requesting a disbursement or countermanding a request for disbursement.

- 4. <u>Earnings on Escrowed Funds</u>. The Escrow Agent shall disburse all earnings on the Escrowed Funds to the Foundation on a quarterly basis.
- 5. <u>Failure to Make Disbursements</u>. Escrow Agent shall not be required to make any disbursement except as provided in this Agreement or by a final order of a state or federal court. All such disbursements or payments shall be deemed to have been made in pursuance of this Agreement and not in modification hereof. Any disbursement of installment or any part or parts thereof may be postponed or deferred by mutual written consent of the County, the Foundation and Escrow Agent.
- 6. <u>Incorporation of Release Agreement</u>. Except as otherwise set forth in this Agreement, this Agreement shall be governed in accordance with, and shall otherwise be subject to, the terms and conditions of the MOA and the Millage, all of which are incorporated herein by reference.
- 7. <u>Governing Law, Construction and Venue</u>. This Agreement shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Should litigation be required, to resolve any dispute between the parties, such litigation shall be convened in a court of competent jurisdiction.
- 8. <u>Interpleader</u>. In the event of a dispute between the County and the Foundation concerning the disposition of any portion of the Escrowed Funds, Escrow Agent may file an interpleader action and shall have the right to deliver such portion of the Escrowed Funds into court. If the filing of an interpleader action becomes necessary, the County and the Foundation each agree to pay one-half of Escrow Agent's costs incurred in connection therewith, including reasonable attorney fees.
- 9. <u>Limitations on Liability</u>. After disbursing all of the Escrowed Funds in accordance with this Agreement, Escrow Agent shall be released from any further liability under this Agreement, it being agreed that Escrow Agent's liability is limited by the terms and provisions set forth in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository, only. Escrow Agent will have no obligation under this Agreement except to exercise good faith and ordinary care. The County and the Foundation, jointly and severally, agree to and do hereby, to the fullest extent allowable under applicable law, hold Escrow Agent harmless from all loss, cost, claim damage, liability and expense which may be incurred in connection with litigation by reason of its acting as Escrow Agent except to the extent arising due to Escrow Agent's willful default, misconduct or gross negligence. Escrow Agent may act upon receipt of any Request from either the County or the Foundation pursuant to the terms hereof, any

agreement or instructions signed by both County and the Foundation, and any court order, and will have no responsibility to determine or inquire into or otherwise corroborate the happening or occurrence of any event or condition described in such certificate or document.

- 10. <u>Notices</u>. Any notice required or permitted hereunder must be delivered to each of the parties to this Agreement and shall be deemed sufficient if either delivered personally or mailed by certified or registered mail, or delivered by recognized overnight courier service, addressed to the recipient at its address specified above or sent to the party by facsimile transmission. Notices provided by mail shall be conclusively deemed to have been received on the second business day after the date mailing. Notices provided by overnight delivery or facsimile transmission shall be conclusively deemed to have been received on the day after the date of transmittal.
- 11. <u>Counterparts</u>. This Agreement may be executed in one or more counterpart copies (including facsimile and electronically transmitted signature pages), each of which shall constitute an original although not fully executed, but all of which when taken together shall constitute one and the same instrument binding on all parties hereto.
- 12. <u>Assignment</u>. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be executed and delivered on the date first above written.

FOUNDATION:

	CULTURAL CENTER FOUNDATION igan nonprofit corporation
By:	
Name:	
COUN	TY:
THE C	COUNTY OF GENESEE, acting by and
	the Genesee County Board of
Commi	ssioners
By:	
Name:	
ESCR	OW AGENT:
[HUN]	TINGTON NATIONAL BANK],
a	
By:	
Name:	
Title:	