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MAY 18 2012

TCRPC

**Sub-Recipient Project Funding Agreement
For the Mid-Michigan Program for Greater Sustainability
A HUD Funded Agreement for 2012 - 2014**

**BETWEEN
TRI-COUNTY REGIONAL PLANNING COMMISSION
AND THE
MERIDIAN CHARTER TOWNSHIP**

This agreement entered into as of the 24 day of April, 2012, by and between Tri-County Regional Planning Commission (herein called "TCRPC"), the HUD Grantee and agreement administrator, and the project agreement Sub-Recipient Meridian Charter Township (herein called "Meridian").

WITNESSETH THAT;

Whereas, TCRPC has ratified a grant cooperative agreement (#MIRIP0056-11) with the U.S. Department of Housing and Urban Development (HUD) and with the partner agencies and organizations identified in that agreement as Sub-Recipients will provide technical and professional services activities, participation, and other as needed in order to provide the tasks, deliverables, reports, and the Sustainable Communities projects described in or referred to in the attached documents including the Grant Agreement Terms and Conditions; HUD approved budget and fiscal procedures, work plans, OMB Circulars, Grant Deliverables and other hereafter described or included, now therefore, TCRPC and the Sub-Recipient organization do agree to the following:

I. Services and Compensation

- A. The Sub-Recipient, Meridian, will provide TCRPC with such services as are specified by the approved Work Plans (Appendix A) which is appended hereto and made part of this Agreement.
- B. The Sub-Recipient agrees that they will abide by and adhere to the attached Cooperative Agreement Provision (Appendix B) of the U.S. Department of Housing and Urban Development Office of Sustainable Housing and Communities that is attached hereto and made part of this Agreement.
- C. The Sub-Recipient will provide a regular report of the Sub-Recipient's match/leverage contribution to the cooperative agreement. This shall be done on a regular basis, but no less than semi-annually on May 1 and November 1 of each year during the grant period. That match/leverage provided must meet the cooperative agreement and HUD Agreement provisions and be fully accounted for prior to any final compensation payments, which may be adjusted to accommodate any shortfalls of match/leverage.

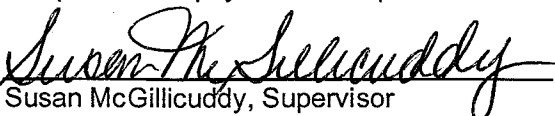
- D. Compensation to the Sub-Recipient will be provided by TCRPC to the Sub-Recipient as a pass through of HUD funds. Compensation for services and activities shall be provided to the Sub-Recipient in accord with the attached and currently approved Work Plan provided that TCRPC is satisfied that the Sub-Recipient has met all attached HUD requirements and conditions; and provided that the funds are provided to TCRPC by HUD in compensation for the approved activities and services;
- E. The Sub Recipient agrees to submit to TCRPC invoices, proofs of purchase or activity, receipts, hourly wage reports, and other requested documents and information as may be needed or appropriate to demonstrate and account for their project related expenditures. Said invoice shall include the costs as described in Appendix A and B of this Agreement. TCRPC will, in turn, submit reimbursement requests to HUD. Payments shall be made by TCRPC to the Sub-Recipient as soon after approvals and/or reimbursements from HUD are secured for said costs.
- F. Where ever possible or feasible, TCRPC will not hold nor delay transfer of payments to the Sub-Recipient for any longer than fifteen (15) days of their receipt from HUD.
- G. The Sub-Recipient shall not be paid any more than a total sum of \$24,990 over the entire three year duration of the project as specified in the cooperative agreement budget between HUD and TCRPC.

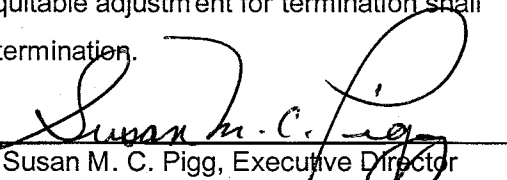
II. Time of Performance

- A. This Agreement and Appendices shall be completed by November 30, 2014 or at the termination of the HUD funded Cooperative Agreement.
- B. All reimbursement submissions must be complete and submitted no less than thirty (30) days prior to November 30, 2014 or within 30 days of the Sub-Recipient's work plan project schedule, whichever is earlier. Reimbursement requests after the agreed upon completion dates may not be reimbursable.

III. Termination

This Agreement can be terminated at any time by either party provided sixty (60) days written notice of intent to terminate is given. The equitable adjustment for termination shall provide for payment for expenses incurred prior to termination.

by 
 Susan McGillicuddy, Supervisor
 Meridian Charter Township

by 
 Susan M. C. Pigg, Executive Director
 Tri-County Regional Planning Commission

April 24, 2012
 Date

April 24, 2012
 Date

**Sub-Recipient Project Funding Agreement
For the Mid-Michigan Program for Greater Sustainability
A HUD Funded Agreement for 2012 - 2014**

**BETWEEN
TRI-COUNTY REGIONAL PLANNING COMMISSION
AND
MICHIGAN ENERGY OPTIONS**

This agreement entered into as of the 1 day of ^{February} April, 2012, by and between Tri-County Regional Planning Commission (herein called "TCRPC"), the HUD Grantee and agreement administrator, and the project agreement Sub-Recipient Michigan Energy Options (herein called "MEO").

WITNESSETH THAT;

Whereas, TCRPC has ratified a grant cooperative agreement (#MIRIP0056-11) with the U.S. Department of Housing and Urban Development (HUD) and with the partner agencies and organizations identified in that agreement as Sub-Recipients will provide technical and professional services activities, participation, and other as needed in order to provide the tasks, deliverables, reports, and the Sustainable Communities projects described in or referred to in the attached documents including the Grant Agreement Terms and Conditions; HUD approved budget and fiscal procedures, work plans, OMB Circulars, Grant Deliverables and other hereafter described or included, now therefore, TCRPC and the Sub-Recipient organization do agree to the following:

I. Services and Compensation

- A. The Sub-Recipient, MEO, will provide TCRPC with such services as are specified by the approved Work Plans (Appendix A) which is appended hereto and made part of this Agreement.
- B. The Sub-Recipient agrees that they will abide by and adhere to the attached Cooperative Agreement Provision (Appendix B) of the U.S. Department of Housing and Urban Development Office of Sustainable Housing and Communities that is attached hereto and made part of this Agreement.
- C. The Sub-Recipient will provide a regular report of the Sub-Recipient's match/leverage contribution to the cooperative agreement. This shall be done on a regular basis, but no less than semi-annually on May 1 and November 1 of each year during the grant period. That match/leverage provided must meet the cooperative agreement and HUD Agreement provisions and be fully accounted for prior to any final compensation payments, which may be adjusted to accommodate any shortfalls of match/leverage.

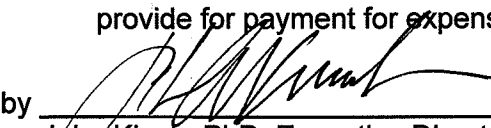
- D. Compensation to the Sub-Recipient will be provided by TCRPC to the Sub-Recipient as a pass through of HUD funds. Compensation for services and activities shall be provided to the Sub-Recipient in accord with the attached and currently approved Work Plan provided that TCRPC is satisfied that the Sub-Recipient has met all attached HUD requirements and conditions; and provided that the funds are provided to TCRPC by HUD in compensation for the approved activities and services;
- E. The Sub Recipient agrees to submit to TCRPC invoices, proofs of purchase or activity, receipts, hourly wage reports, and other requested documents and information as may be needed or appropriate to demonstrate and account for their project related expenditures. Said invoice shall include the costs as described in Appendix A and B of this Agreement. TCRPC will, in turn, submit reimbursement requests to HUD. Payments shall be made by TCRPC to the Sub-Recipient as soon after approvals and/or reimbursements from HUD are secured for said costs.
- F. Where ever possible or feasible, TCRPC will not hold nor delay transfer of payments to the Sub-Recipient for any longer than fifteen (15) days of their receipt from HUD.
- G. The Sub-Recipient shall not be paid any more than a total sum of \$550,000 over the entire three year duration of the project as specified in the cooperative agreement budget between HUD and TCRPC.

II. Time of Performance

- A. This Agreement and Appendices shall be completed by November 30, 2014 or at the termination of the HUD funded Cooperative Agreement.
- B. All reimbursement submissions must be complete and submitted no less than thirty (30) days prior to November 30, 2014 or within 30 days of the Sub-Recipient's work plan project schedule, whichever is earlier. Reimbursement requests after the agreed upon completion dates may not be reimbursable.

III. Termination

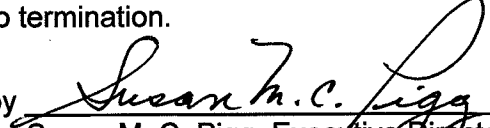
This Agreement can be terminated at any time by either party provided sixty (60) days written notice of intent to terminate is given. The equitable adjustment for termination shall provide for payment for expenses incurred prior to termination.

by 

 John Kinch, PhD, Executive Director
 Michigan Energy Options

 4/24/2012

 Date

by 

 Susan M. C. Pigg, Executive Director
 Tri-County Regional Planning Commission

 April 4/2012

 Date

**Sub-Recipient Project Funding Agreement
For the Mid-Michigan Program for Greater Sustainability
A HUD Funded Agreement for 2012 - 2014**

**BETWEEN
TRI-COUNTY REGIONAL PLANNING COMMISSION
AND THE
MID-MICHIGAN ENVIRONMENTAL ACTION COUNCIL**

This agreement entered into as of the 1 day of April, 2012, by and between Tri-County Regional Planning Commission (herein called "TCRPC"), the HUD Grantee and agreement administrator, and the project agreement Sub-Recipient Mid-Michigan Environmental Action Council (herein called "Mid-MEAC").

WITNESSETH THAT;

Whereas, TCRPC has ratified a grant cooperative agreement (#MIRIP0056-11) with the U.S. Department of Housing and Urban Development (HUD) and with the partner agencies and organizations identified in that agreement as Sub-Recipients will provide technical and professional services activities, participation, and other as needed in order to provide the tasks, deliverables, reports, and the Sustainable Communities projects described in or referred to in the attached documents including the Grant Agreement Terms and Conditions; HUD approved budget and fiscal procedures, work plans, OMB Circulars, Grant Deliverables and other hereafter described or included, now therefore, TCRPC and the Sub-Recipient organization do agree to the following:

I. Services and Compensation

- A. The Sub-Recipient, Mid-MEAC, will provide TCRPC with such services as are specified by the approved Work Plans (Appendix A) which is appended hereto and made part of this Agreement.
- B. The Sub-Recipient agrees that they will abide by and adhere to the attached Cooperative Agreement Provision (Appendix B) of the U.S. Department of Housing and Urban Development Office of Sustainable Housing and Communities that is attached hereto and made part of this Agreement.
- C. The Sub-Recipient will provide a regular report of the Sub-Recipient's match/leverage contribution to the cooperative agreement. This shall be done on a regular basis, but no less than semi-annually on May 1 and November 1 of each year during the grant period. That match/leverage provided must meet the cooperative agreement and HUD Agreement provisions and be fully accounted for prior to any final compensation payments, which may be adjusted to accommodate any shortfalls of match/leverage.

- D. Compensation to the Sub-Recipient will be provided by TCRPC to the Sub-Recipient as a pass through of HUD funds. Compensation for services and activities shall be provided to the Sub-Recipient in accord with the attached and currently approved Work Plan provided that TCRPC is satisfied that the Sub-Recipient has met all attached HUD requirements and conditions; and provided that the funds are provided to TCRPC by HUD in compensation for the approved activities and services;
- E. The Sub Recipient agrees to submit to TCRPC invoices, proofs of purchase or activity, receipts, hourly wage reports, and other requested documents and information as may be needed or appropriate to demonstrate and account for their project related expenditures. Said invoice shall include the costs as described in Appendix A and B of this Agreement. TCRPC will, in turn, submit reimbursement requests to HUD. Payments shall be made by TCRPC to the Sub-Recipient as soon after approvals and/or reimbursements from HUD are secured for said costs.
- F. Where ever possible or feasible, TCRPC will not hold nor delay transfer of payments to the Sub-Recipient for any longer than fifteen (15) days of their receipt from HUD.
- G. The Sub-Recipient shall not be paid any more than a total sum of \$530,000 over the entire three year duration of the project as specified in the cooperative agreement budget between HUD and TCRPC.

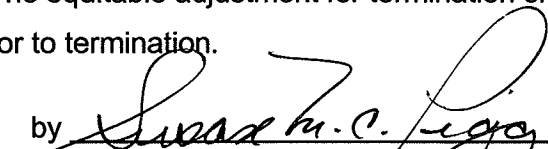
II. Time of Performance

- A. This Agreement and Appendices shall be completed by November 30, 2014 or at the termination of the HUD funded Cooperative Agreement.
- B. All reimbursement submissions must be complete and submitted no less than thirty (30) days prior to November 30, 2014 or within 30 days of the Sub-Recipient's work plan project schedule, whichever is earlier. Reimbursement requests after the agreed upon completion dates may not be reimbursable.

III. Termination

This Agreement can be terminated at any time by either party provided sixty (60) days written notice of intent to terminate is given. The equitable adjustment for termination shall provide for payment for expenses incurred prior to termination.

by 
 Julie Powers, Director
 Mid-Michigan Environmental Action Council

by 
 Susan M. C. Pigg, Executive Director
 Tri-County Regional Planning Commission

04-01-12
 Date

April 1, 2012
 Date

**Sub-Recipient Project Funding Agreement
For the Mid-Michigan Program for Greater Sustainability
A HUD Funded Agreement for 2012 - 2014**

**BETWEEN
TRI-COUNTY REGIONAL PLANNING COMMISSION
AND THE
GREATER LANSING HOUSING COALITION**

This agreement entered into as of the 30th day of April, 2012, by and between Tri-County Regional Planning Commission (herein called "TCRPC"), the HUD Grantee and agreement administrator, and the project agreement Sub-Recipient Greater Lansing Housing Coalition (herein called "GLHC").

WITNESSETH THAT;

Whereas, TCRPC has ratified a grant cooperative agreement (#MIRIP0056-11) with the U.S. Department of Housing and Urban Development (HUD) and with the partner agencies and organizations identified in that agreement as Sub-Recipients will provide technical and professional services activities, participation, and other as needed in order to provide the tasks, deliverables, reports, and the Sustainable Communities projects described in or referred to in the attached documents including the Grant Agreement Terms and Conditions; HUD approved budget and fiscal procedures, work plans, OMB Circulars, Grant Deliverables and other hereafter described or included, now therefore, TCRPC and the Sub-Recipient organization do agree to the following:

I. Services and Compensation

- A. The Sub-Recipient, GLHC, will provide TCRPC with such services as are specified by the approved Work Plans (Appendix A) which is appended hereto and made part of this Agreement.
- B. The Sub-Recipient agrees that they will abide by and adhere to the attached Cooperative Agreement Provision (Appendix B) of the U.S. Department of Housing and Urban Development Office of Sustainable Housing and Communities that is attached hereto and made part of this Agreement.
- C. The Sub-Recipient will provide a regular report of the Sub-Recipient's match/leverage contribution to the cooperative agreement. This shall be done on a regular basis, but no less than semi-annually on May 1 and November 1 of each year during the grant period. That match/leverage provided must meet the cooperative agreement and HUD Agreement provisions and be fully accounted for prior to any final compensation payments, which may be adjusted to accommodate any shortfalls of match/leverage.


- D. Compensation to the Sub-Recipient will be provided by TCRPC to the Sub-Recipient as a pass through of HUD funds. Compensation for services and activities shall be provided to the Sub-Recipient in accord with the attached and currently approved Work Plan provided that TCRPC is satisfied that the Sub-Recipient has met all attached HUD requirements and conditions; and provided that the funds are provided to TCRPC by HUD in compensation for the approved activities and services;
- E. The Sub Recipient agrees to submit to TCRPC invoices, proofs of purchase or activity, receipts, hourly wage reports, and other requested documents and information as may be needed or appropriate to demonstrate and account for their project related expenditures. Said invoice shall include the costs as described in Appendix A and B of this Agreement. TCRPC will, in turn, submit reimbursement requests to HUD. Payments shall be made by TCRPC to the Sub-Recipient as soon after approvals and/or reimbursements from HUD are secured for said costs.
- F. Where ever possible or feasible, TCRPC will not hold nor delay transfer of payments to the Sub-Recipient for any longer than fifteen (15) days of their receipt from HUD.
- G. The Sub-Recipient shall not be paid any more than a total sum of \$250,000 over the entire three year duration of the project as specified in the cooperative agreement budget between HUD and TCRPC.

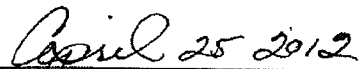
II. Time of Performance

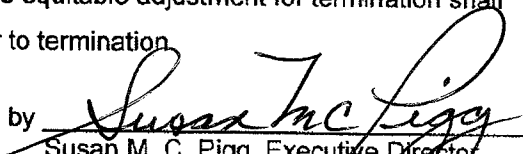
- A. This Agreement and Appendices shall be completed by November 30, 2014 or at the termination of the HUD funded Cooperative Agreement.
- B. All reimbursement submissions must be complete and submitted no less than thirty (30) days prior to November 30, 2014 or within 30 days of the Sub-Recipient's work plan project schedule, whichever is earlier. Reimbursement requests after the agreed upon completion dates may not be reimbursable.

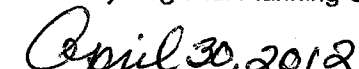
III. Termination

This Agreement can be terminated at any time by either party provided sixty (60) days written notice of intent to terminate is given. The equitable adjustment for termination shall provide for payment for expenses incurred prior to termination.

by 
Katherine Draper, Executive Director
Greater Lansing Housing Coalition


Date

by 
Susan M. C. Pigg, Executive Director
Tri-County Regional Planning Commission


Date

**Sub-Recipient Project Funding Agreement
For the Mid-Michigan Program for Greater Sustainability
A HUD Funded Agreement for 2012 - 2014**

RECEIVED

MAY 18 2012

TCRPC

**BETWEEN
TRI-COUNTY REGIONAL PLANNING COMMISSION
AND THE
MICHIGAN FITNESS FOUNDATION**

This agreement entered into as of the 26th day of April, 2012, by and between Tri-County Regional Planning Commission (herein called "TCRPC"), the HUD Grantee and agreement administrator, and the project agreement Sub-Recipient Michigan Fitness Foundation (herein called "MFF").

WITNESSETH THAT;

Whereas, TCRPC has ratified a grant cooperative agreement (#MIRIP0056-11) with the U.S. Department of Housing and Urban Development (HUD) and with the partner agencies and organizations identified in that agreement as Sub-Recipients will provide technical and professional services activities, participation, and other as needed in order to provide the tasks, deliverables, reports, and the Sustainable Communities projects described in or referred to in the attached documents including the Grant Agreement Terms and Conditions; HUD approved budget and fiscal procedures, work plans, OMB Circulars, Grant Deliverables and other hereafter described or included, now therefore, TCRPC and the Sub-Recipient organization do agree to the following:

I. Services and Compensation

- A. The Sub-Recipient, MFF, will provide TCRPC with such services as are specified by the approved Work Plans (Appendix A) which is appended hereto and made part of this Agreement.
- B. The Sub-Recipient agrees that they will abide by and adhere to the attached Cooperative Agreement Provision (Appendix B) of the U.S. Department of Housing and Urban Development Office of Sustainable Housing and Communities that is attached hereto and made part of this Agreement.
- C. The Sub-Recipient will provide a regular report of the Sub-Recipient's match/leverage contribution to the cooperative agreement. This shall be done on a regular basis, but no less than semi-annually on May 1 and November 1 of each year during the grant period. That match/leverage provided must meet the cooperative agreement and HUD Agreement provisions and be fully accounted for prior to any final compensation payments, which may be adjusted to accommodate any shortfalls of match/leverage.

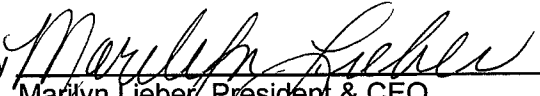
- D. Compensation to the Sub-Recipient will be provided by TCRPC to the Sub-Recipient as a pass through of HUD funds. Compensation for services and activities shall be provided to the Sub-Recipient in accord with the attached and currently approved Work Plan provided that TCRPC is satisfied that the Sub-Recipient has met all attached HUD requirements and conditions; and provided that the funds are provided to TCRPC by HUD in compensation for the approved activities and services;
- E. The Sub Recipient agrees to submit to TCRPC invoices, proofs of purchase or activity, receipts, hourly wage reports, and other requested documents and information as may be needed or appropriate to demonstrate and account for their project related expenditures. Said invoice shall include the costs as described in Appendix A and B of this Agreement. TCRPC will, in turn, submit reimbursement requests to HUD. Payments shall be made by TCRPC to the Sub-Recipient as soon after approvals and/or reimbursements from HUD are secured for said costs.
- F. Where ever possible or feasible, TCRPC will not hold nor delay transfer of payments to the Sub-Recipient for any longer than fifteen (15) days of their receipt from HUD.
- G. The Sub-Recipient shall not be paid any more than a total sum of \$49,176 over the entire three year duration of the project as specified in the cooperative agreement budget between HUD and TCRPC.

II. Time of Performance

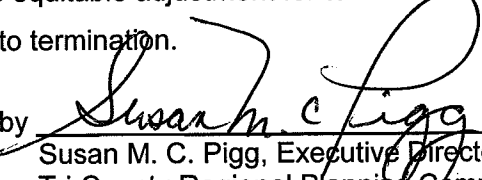
- A. This Agreement and Appendices shall be completed by November 30, 2014 or at the termination of the HUD funded Cooperative Agreement.
- B. All reimbursement submissions must be complete and submitted no less than thirty (30) days prior to November 30, 2014 or within 30 days of the Sub-Recipient's work plan project schedule, whichever is earlier. Reimbursement requests after the agreed upon completion dates may not be reimbursable.

III. Termination

This Agreement can be terminated at any time by either party provided sixty (60) days written notice of intent to terminate is given. The equitable adjustment for termination shall provide for payment for expenses incurred prior to termination.

by 
 Marilyn Lieber, President & CEO
 Michigan Fitness Foundation

4/26/12
 Date

by 
 Susan M. C. Pigg, Executive Director
 Tri-County Regional Planning Commission

4/26/12
 Date

**Sub-recipient Project Funding Agreement
For the Mid-Michigan Program for Greater Sustainability
A HUD Funded Agreement for 2012 -2014**

**BETWEEN
TRI-COUNTY REGIONAL PLANNING COMMISSION
AND THE
*Michigan State University
(Subaward ID APP121315)***

This agreement entered into as of the 1st day of April 2012, by and between Tri-County Regional Planning Commission (herein called "TCRPC"), and Michigan State University (herein called Sub-recipient).

WITNESSETH THAT;

Whereas, the TCRPC has ratified a grant cooperative agreement (#MIRIP0056-11) with the U.S. Department of Housing and Urban Development (HUD). Sub-recipient will provide technical and professional services activities, participation, and other support as needed in order to assist in completing the tasks, deliverables, reports, and the Sustainable Communities projects described herein or referred to in the attached documents including the Grant Agreement Terms and Conditions, HUD approved budget and fiscal procedures, work plans, OMB Circulars, Grant Deliverables. Now therefore, TCRPC and the Sub-recipient organization do agree to the following:

I. Services and Compensation

1. The Sub-recipient will provide the TCRPC with services as are specified by the approved Work Plans ("Project 2 Affordable Housing Study Workplan" for HUD funding of \$115,390/MSU cost share of \$90,312 and "Project 7 Corridor Design Portfolio" for HUD funding of \$384,665/MSU cost share of \$158,760 for a total HUD funding of \$500,050/MSU cost share of \$249,072) and made part of this agreement as Appendix A-I with the overall budget for invoicing as Appendix A-II.
2. The Sub-recipient agrees that they will abide by and adhere to the attached Cooperative Agreement Provisions of the U.S. Department of Housing and Urban Development Office of Sustainable Housing and Communities made part of this agreement as Appendix B and the General Project Goals and Practices for Partners and Sub-recipients made part of this agreement as Appendix C.
3. The Sub-recipient will report the Sub-recipients' match contribution on the submitted invoices or provide a separate report completed on a regular basis, but no less than semi-annually on May 1 and November 1 of each year during the grant period. The reported match must meet the cooperative agreement and HUD Agreement provisions and be fully accounted for prior to any final compensation payments, which may be adjusted to

accommodate any shortfalls of match. The term match is used interchangeably with the term cost share.

4. Reimbursement will be provided by TCRPC to the Sub-recipient as a pass through of HUD funds in accord with the attached Work Plan provided that TCRPC is satisfied that the Sub-recipient has met all attached HUD requirements and conditions; and provided that the funds are provided to TCRPC by HUD in reimbursement for the approved activities and services;

5. The Sub-recipient agrees to submit to the TCRPC invoices for reimbursement of project expenditures. All project expenditures must be supported by appropriate OMB A-21 compliant source documentation and will be made available for audit upon request. Source documentation includes vouchers and/or receipts that detail the reason for the transaction or activity, hourly wage reports, and other expenditure documentation as may be needed or appropriate. Said invoice shall include the costs as described in Appendix A and B of this Agreement. TCRPC shall reimburse Sub-recipient not more often than monthly for allowable costs. All invoices shall be submitted using Sub-recipient's standard invoice, but at a minimum shall itemize the costs by budget category (see Appendix A-II), show current and cumulative costs (including match/cost sharing), subaward agreement number, reimbursement period, certification as to truth and accuracy of invoice, and signature by an authorized official. Invoices that do not reference this subaward agreement number shall be returned to Sub-recipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact. Sub-recipient's Financial Contact is Kasey Schiellerd (reports@cga.msu.edu; phone: 517-884-4289). TCRPC will, in turn, submit reimbursement requests to HUD. Payments shall be made by the TCRPC to the Sub-recipient as soon after approvals and /or reimbursements from HUD are secured for said costs.

6. Wherever possible or feasible, TCRPC will not hold nor delay transfer of payments to the Sub-recipients for any longer than fifteen (15) days of their receipt from HUD.

7. The Sub-recipient shall not be paid any more than a total sum of \$500,055 for expenses during the project period as specified in the cooperative agreement budget between HUD and TCRPC.


II. Time of Performance

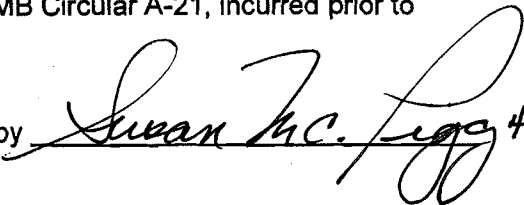
1. This Agreement and Appendices period of performance shall be from January 1, 2012 to December 31, 2013 or as amended to reflect the revised end date or termination of the HUD funded Cooperative Agreement.

2. All reimbursement submissions should be complete and submitted no less than thirty days (30) after the project end date or within 30 days after the completion of the Sub-recipient's work plan project schedule, whichever is earlier. Reimbursement requests submitted later than 60 days after the project end date or work plan completion dates may not be reimbursable and a final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to TCRPC Financial Contact NOT LATER THAN sixty (60) days after subaward agreement end date. The final statement of costs shall constitute Subcontractor's final financial report.

III. Termination

This Agreement can be terminated at any time by either party provided sixty (60) day written notice of intent to terminate is given. The equitable adjustment for termination shall provide for payment for expenses, as allowable under OMB Circular A-21, incurred prior to termination.

by  date 4-19-12

by  4-20-12

Craig O'Neill
Manger, Office of Sponsored Programs
(name/title)

Susan M. C. Pigg, Executive Director
Tri-County Regional Planning Commission

Amendment 1 of

Sub-recipient Project Funding Agreement
For the Mid-Michigan Program for Greater Sustainability
A HUD Funded Agreement for 2012 -2014

BETWEEN
TRI-COUNTY REGIONAL PLANNING COMMISSION
AND THE
Michigan State University
(Subaward ID APP121315)

Tri-County Regional Planning Commission (herein called "TCRPC"), and Michigan State University (herein called Sub-recipient) agree to amend Subaward ID APP121315 as follows:

Delete and replace the following sections:

I. Services and Compensation

7. The Sub-recipient shall not be paid any more than a total sum of \$500,050 for expenses during the project period as specified in the cooperative agreement budget between HUD and TCRPC.

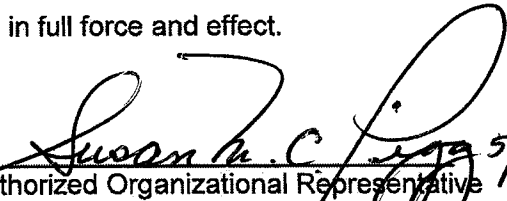
II. Time of Performance

1. This Agreement and Appendices period of performance shall be from February 1, 2012 to November 30, 2014 or as amended to reflect the revised end date or termination of the HUD funded Cooperative Agreement.

All other terms and conditions of this Subaward remain in full force and effect.

by  date 5-22-12
Authorized Organizational Representative

Craig O'Neill
Manager, Office of Sponsored Programs
(name/title)
Michigan State University

by  5/23/12
Authorized Organizational Representative

Susan M. C. Pigg, Executive Director
Tri-County Regional Planning Commission