



AGENDA

St. Clair County Board of Commissioners Environmental/Public Works Committee

**Board of Commissioners' Room
County Administrative Office Building, 2nd Floor
200 Grand River Avenue
Port Huron, MI 48060**

December 2, 2021 at 6:00 PM

-
- 1. Roll Call/Opening**
 - 2. Additions/Deletions/Changes to the Agenda**
 - A. Addition: SEMCOG Update
 - 3. Citizens to be Heard**
 - 4. Updates**
 - 5. Conceptual Initiatives**
 - 6. Old Business**
 - 7. New Business**
 - A. Friends of the St. Clair River - Gypsy Moth Program Presentation and Phase II Proposal
 - B. Underground Fuel Storage Tanks Removal Change Order # 3 - FINAL ACTION
 - C. Contract Approval - PM Blough Inc. for St. Clair/Macomb Birding Trail Platform Design
 - D. 2020 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program
 - E. Resolution 2021-25 Authorizing Closing of North Channel Property - FINAL ACTION
 - F. Resolution 2021-26 Authorizing Submission of Wilson Foundation Grant - FINAL ACTION
 - G. Fort Gratiot Lighthouse Lantern Room/Watch Room Restoration Project
 - 8. Smiths Creek Landfill Activities Reports**
 - A. Smiths Creek Landfill Activities Reports

9. Other Environmental/Public Works Matters

10. Information Only

A. Monthly PARC Financial Documents

11. Receive and File Packets

12. Adjournment

Committee Chair: Duke Dunn

Note: The County complies with the "Americans with Disabilities Act" and if auxiliary aids or services are required at the meeting for individuals with disabilities, please contact Administrator/Controller's Office, Suite 203, 200 Grand River Avenue, Port Huron, MI 48060, (810) 989-6900 three days prior to said meeting.

Addition: SEMCOG Update

Summary:

Friends of the St. Clair River - Gypsy Moth Program Presentation and Phase II Proposal

Summary:

Underground Fuel Storage Tanks Removal Change Order # 3 - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Underground Fuel Storage Tanks Removal Change Order # 3	11/19/2021	Cover Memo
📎	EGLE Closure Report Cover Sheet UST	11/19/2021	Cover Memo

MEMO

St. Clair County International Airport

TO: Karry Hepting, Administrator Controller
St. Clair County Board of Commissioners

FROM: Catherine Fiore, Airport Director

DATE: November 18, 2021

SUBJECT: Underground Fuel Storage Tanks Removal Change Order # 3

Both 33 years old 12,000 gallon Underground Fuel Storage Tanks have been removed and the ground fully restored by Environmental Resources Group (ERG). Michigan Department of Environment, Great Lakes and Energy (EGLE) required reports and testing have been conducted and submitted to the EGLE.

But not without challenge and the 3rd following change orders:

Change Order #3: In the amount of \$4,276.25

Environmental Resources Group conducted the Michigan Department of Environment, Great Lakes and Energy (EGLE) required testing as the tanks were being removed and submitted to EGLE for investigation. The report showed that there was some contamination under the fuel tanks that is believed to be in the upwards of 20 years old.

EGLE required that 5 soil borings be conducted 15 feet below the ground surface to screen for organic compounds under the perimeter of the Underground Storage Tanks, and that monitoring wells be installed in each soil boring with submersible pump to evacuated ground water for testing. ERG installed and collected the data then reported to the EGLE, and properly disposed of the soil and ground water that is generated during the sampling.

As we moved forward with the EGLE requirements, ERG preformed additional mandatory testing needed for the Leaking Underground Storage Tank Closure Report, (see attached) creating an additional change order in the amount of \$4,276.25.

With your approval, the Underground Storage Tank closure report can be submitted to EGLE for final closure.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
REMEDIATION AND REDEVELOPMENT DIVISION

**LEAKING UNDERGROUND STORAGE TANK
CLOSURE REPORT COVER SHEET**

☒ **NEW** or ☐ **REVISED PER EGLE AUDIT**

INSTRUCTIONS: COMPLETION OF THIS REPORT WITH ALL APPLICABLE INFORMATION IS MANDATORY pursuant to Part 213, Section 324.21312a of the Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. **Check one of the boxes above to indicate whether this is a new or revised submittal.** The Owner/Operator (O/O) and Qualified Underground Storage Tank Consultant (QC) must complete the affidavits on page 2. Please submit the completed closure report cover sheet and Table of Contents (Form EQP4008) to the appropriate District Office.

SITE NAME: St. Clair County International Airport		FACILITY ID NUMBER: 00004540	
STREET ADDRESS: 177 Ash Drive			
CITY: Kimball	ZIP: 48074	COUNTY: St. Clair	
DATE(S) RELEASE(S) DISCOVERED: 11/20/2020		CONFIRMED RELEASE NUMBER(S): REL-0252-20	
O/O NAME: St. Clair County International Airport		O/O EMAIL ADDRESS: kreaume@stclaircounty.org	
O/O STREET ADDRESS: 177 Ash Drive	CITY: Kimball	STATE: MI	ZIP: 48074
CONTACT PERSON: Kathy Reaume	PHONE: 810-364-6890	FAX: N/A	

Permission is given for EGLE to contact the Qualified Consultant: ☒ YES ☐ NO

CLOSURE REPORT INFORMATION: Answer All Questions (DO NOT LEAVE BLANKS)

1. Site Classification (1-4): 4		Previous Site Classification (1-4): 4		Type of RBCA Evaluation: ☒ Tier I ☐ Tier II ☐ Tier III	
2. Substance(s) released: ☒ Gasoline ☐ Diesel ☐ Ethanol:		E-10 ☐ E-85 ☐		☒ Other: Kerosene	
3. Has contamination migrated off-site above: Residential RBSL? ☐ YES ☒ NO Residential SSTLs? ☐ YES ☐ NO If YES, have off-site impacted parties been notified per Section 21309a(3) of Part 213? ☐ YES ☐ NO					
4. Predominant groundwater flow direction: NA - Perched		Shallowest depth to groundwater: 8 feet			
5. Is mobile NAPL present: Currently? ☐ YES ☒ NO Previously? ☐ YES ☒ NO If present, was it recovered? ☐ YES ☐ NO If recoverable, total gallons recovered since last reported: to date:					
6. Was migrating NAPL present? ☐ YES ☒ NO If yes, were actions taken to stop the NAPL migration? ☐ YES ☐ NO					
7. Since Last Report: cubic yards of soil remediated: 0		gallons of groundwater remediated: 0			
Totals to date: cubic yards of soil remediated: 0		gallons of groundwater remediated: 900			
8. Have explosive hazards and/or acute vapor hazards been identified? ☐ YES ☒ NO					
9. Drinking water supply effected? Currently: ☐ YES ☒ NO Previously: ☐ YES ☒ NO Indicate type and # of wells effected: ☐ Private # ☐ Public Type II/III # ☐ Municipal #					
10. Has the release affected surface water or wetlands? ☐ YES ☒ NO					
11. Estimated distance and direction from point of release to nearest: Private well: 0.35 mi SE Municipal well: 3.25 mi NE Surface water/wetland: 0.40 NE Is site within a wellhead protection zone? ☐ YES ☒ NO					
12. Closure report based on which type of land use? ☒ Residential ☐ Nonresidential					
13. Does the report include a request for: EGLE approval for GSI compliance? ☐ YES ☒ NO Groundwater not in an aquifer determination? ☐ YES ☒ NO Institutional controls? ☐ YES ☒ NO					
14. Does the report include a request for: Review and approval of 2020 VIAP SLs as SSTLs? ☐ YES ☒ NO** Review and approval of SSTLs developed by the O/O in accordance with Part 201, Section 20120b? ☐ YES ☐ NO** **EGLE response to the O/O regarding SSTLs will be sent within 90 days of EGLE receipt of the Closure Report					
15. Institutional Controls: ☒ None ☐ Notice of Corrective Action ☐ Restrictive Covenant ☐ Other:					
16. What type of Corrective Action was Completed? (i.e., Air Sparge/Soil Vapor Extraction; Monitored Natural Attenuation; Multi-phase Extraction; Excavation; Institutional Controls; etc.) : None – no soil / groundwater impact					



**LEAKING UNDERGROUND STORAGE TANK
CLOSURE REPORT COVER SHEET**
(continued)

CLOSURE REPORT AFFIDAVITS: (Must be completed before submitting form.)

OWNER/OPERATOR AFFIDAVIT OF REPORT COMPLETENESS

I attest that the information upon which the closure report is based is complete and true to the best of my knowledge, in accordance with Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

		Kathy Reaume	
Signature of Owner or Operator / Affiant		Print Owner or Operator / Affiant Name	Date
St. Clair County International Airport	177 Ash Drive, Kimball, MI 48074		
Name of Company (if applicable)		Address, City, State, Zip	
810-364-6890	N/A	kreaume@stclaircounty.org	
Phone Number	Fax Number	Email Address	

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public _____

Print Name _____

County of _____

My Commission Expires _____

Acting in the County of _____

QUALIFIED UNDERGROUND STORAGE TANK CONSULTANT AFFIDAVIT OF CLOSURE

As preparer of the Closure Report, I attest to the fact that the corrective actions detailed in the closure report complies with all applicable requirements under the applicable Risk Based Corrective Action standard and that the information upon which the closure report is based is true and accurate to the best of my knowledge. By signing this form, I certify that I meet the qualified underground storage tank consultant requirements identified in section 324.21325 of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Attached is a Certificate of Insurance demonstrating that I have obtained the insurances required by sections 324.21312a(1)(c) and 324.21325.

		Alfred J. Jordan II, CPG	
Signature of Qualified UST Consultant		Print Qualified QC Consultant Name	Date
Environmental Resources Group	75 W. Walton Avenue Suite C, Muskegon, MI 49440		
Name of Company		Address, City, State, Zip	
231-747-8556	231-747-8558	al.jordan@ergrp.net	
Phone Number	Fax Number	Email Address	

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public _____

Print Name _____

County of _____

My Commission Expires _____

Acting in the County of _____



**LEAKING UNDERGROUND STORAGE TANK
CLOSURE REPORT COVER SHEET**
(continued)

This form should be submitted to EGLE Remediation & Redevelopment Division District Office for the county in which the property is located, unless the response activity is related to a facility that is regulated by another EGLE Division. A district map is located at www.michigan.gov/EGLErrd. If regulated by another division, contact should be made with that division for information on where to submit the form and plan.

For information or assistance on this publication, please contact the (program), through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- | | | |
|---|--|--|
| ☒ NEW CONTRACT | ☐ CONTRACT RENEWAL | ☐ CONSOLIDATION OF EXISTING CONTRACTS |
| ☒ BIDS REQUIRED | ☐ NO BIDS REQUIRED | |
| ☒ BIDS RECEIVED | ☐ SINGLE SOURCE | |
| ☒ BOC POLICY COMPLIANCE | ☐ CONTRACT EXTENSION | |
| ☐ REVIEWED BY CORP COUNSEL | ☐ INCREASE WITHIN CPI-U | |
| | ☐ VALUE LESS THAN THRESHOLD | |

VENDOR: PM Blough Inc.

VALUE: Not to exceed \$12,000

TERM: Expires 3/15/22

CONTRACT TYPE: Professional Services

SERVICE DESCRIPTION: St. Clair – Macomb Birding Trail Platform Design

DEPARTMENT(S): Metropolitan Planning

COMMENTS: Proposals were solicited and PM Blough Inc. was the sole respondent with a refined scope proposal.



COUNTY OF ST. CLAIR

St. Clair County Metropolitan Planning Commission

David Struck, Planning Director/Deputy County Administrator



Memo

To: St. Clair County Board of Commissioners
From: Dave Struck, AICP, Planning Director/Deputy County Administrator
Date: November 22, 2021
Re: Contract Approval – St. Clair-Macomb Birding Trail Platform Design

Action Requested

That the Board of Commissioners approve contracting with PM Blough Inc. for the preliminary design phase of two elevated bird observation platforms in the amount not-to-exceed \$12,000.

Background

The St. Clair-Macomb Coastal Birding Trail is a joint project between St. Clair and Macomb Counties and is receiving grant funding assistance through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Coastal Management Program. The trail includes 30 birding hotspots across the two counties, primarily along the Lake St. Clair and St. Clair River corridors. As part of this grant project, funding has been budgeted for the design of one birding platform in each county. While this project is a partnership with Macomb County, St. Clair County is the grantee.

The platform in St. Clair County will be located at a new park under development on Harsens Island in Clay Township. The platform in Macomb County will be located at Lake St. Clair Metropark in Harrison Township. The resulting preliminary designs will be used to seek grant funding for construction under a future phase.

A Request for Proposals (RFP) was distributed to 10 architecture/landscape architecture firms in September 2021. We received no proposals. During that RFP process, we did hear from Pam Blough, who has worked with the Parks and Recreation Commission before, that she would be interested in doing the design project under a refined scope of work. Following the RFP process, staff verified with EGLE it is acceptable to work with a desired consultant to refine scope of work after soliciting services through the county's typical competitive procurement process.

Ms. Blough submitted a proposal to do the preliminary design work for the birding platforms on November 16, 2021 for a fee not-to-exceed \$12,000. Under the current grant agreement with EGLE, we have \$12,000 budgeted for this part of the project. In addition to our own review for St. Clair County, Macomb County Planning and Economic Development also reviewed the proposal and the project partners are confident that PM Blough Inc. will provide us with the required deliverables in accordance with the grant agreement.



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Metropolitan Planning Department

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: March 15, 2022

Contract – NOT TO EXCEED \$12,000

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This “Contract” is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called “County”, and the “Contractor” as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a “Party” or jointly as the “Parties”.

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	PM BLOUGH, INC. PO Box 102 Grand Haven, MI 49417 (herein, the “Contractor”)
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This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor’s supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. “County” means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. “Contract Documents” This contract includes and fully incorporates herein all of the following documents:



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. **CONTRACT EFFECTIVE DATE AND TERMINATION**

2.1. The effective date of this Contract shall be December 17 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. **SCOPE OF CONTRACTOR'S SERVICES**

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. **COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES**



COUNTY OF ST. CLAIR



- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
 - 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
 - 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
 - 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
 - 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____**.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. **CONTRACTOR'S ASSURANCES AND WARRANTIES**

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.



COUNTY OF ST. CLAIR



- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and



COUNTY OF ST. CLAIR



any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- 5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

- 6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.
- 6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.

6.2. Insurance Requirements.



COUNTY OF ST. CLAIR



6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";
"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";
"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";
"AUDIT";
"SEVERABILITY";
"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND
"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



COUNTY OF ST. CLAIR



- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.



COUNTY OF ST. CLAIR



- 7.11.2** As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12.** Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 7.13.** Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1** The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2** Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3** The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4** Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5** This Contract cannot be sold.
- 7.13.6** In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14.** Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15.** No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term,



COUNTY OF ST. CLAIR



condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1. If notice is sent to the Contractor, it shall be addressed to:
PM Blough, Inc.
P.O. Box 102
Grand Haven, MI 49417
- 7.18.2. If notice is sent to the County, it shall be addressed to:
County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060
- 7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.



COUNTY OF ST. CLAIR



7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____

Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____

Karry Hepting, Administrator/Controller

DATE: _____



COUNTY OF ST. CLAIR



ATTACHMENT I

STATEMENT OF CONTRACTOR'S SERVICES



November 16, 2021

Mr. David Struck, AICP
Planning Director/Deputy County Administrator
St. Clair County Metropolitan Planning Commission

RE: Proposal for St. Clair-Macomb Birding Trail Platform Design
Harsens Island, Clay Township, MI and Lake St. Clair Metropark, Harrison Township, MI

Dear Mr. Struck,

In follow up to our Zoom Meeting, I have prepared this letter as a proposal for professional services for the Preliminary Design Phase of two elevated bird observation platforms to be located in St. Clair County at Harsens Island in Clay Township and in Macomb County at Lake St. Clair Metropark in Harrison Township. The purpose of this proposal will be to develop a preliminary design for each location which accommodates the selected location at each of the parks and includes appropriate access walkways and connections to parking, color rendered drawing, and conceptual costs for use in seeking funding for final design and construction. The facilities are to be designed to be ADA Accessible and to Universal Accessible as determined achievable.

Based on this, the following Scope of Services is Proposed:

1. Develop base drawings of each of the sites based on GIS information for each of the two counties including as appropriate parcel lines, topographic contours, water edge locations, and any floodplain information. Drawings will be prepared to be viewed at 8.5" x 11" or 11" x 17" for use in funding application documents.
2. Schedule a day to visit both sites to review and discuss with County Staff the proposed ideas for the birding platforms. Review other on site existing facilities, vegetation, desired views, approximate height, etc. Discuss materials and possible construction methods to be considered in design and conceptual costing.
3. Provide a written summary of each site based on the visit which identifies each of the elements to be included at each of the site. County Staff to review and offer any comments. This will be utilized to base the designs from this summary. This is expected to be 1-2 pages in length.
4. Develop preliminary design drawings at scale in plan view which incorporate the elements for each of the two parks including platforms, access and connecting walks, ADA Accessible design for materials, railings, access to platforms, etc. Provide to counties to review and comment. This often works great on a Zoom meeting where we can all be looking at the drawings and discussing the design.
5. Make last revisions to the drawings and provide for final review. These will be in black and white without color rendering.



COUNTY OF ST. CLAIR



PMB
PM Blough, Inc.

6. After final review is complete, finalize the drawings with color rendering. These will be plan view drawings. We will also provide one section drawing for each site to help illustrate the proposed structure.
7. Prepare Conceptual Cost Information by item and unit quantity spreadsheet to allow for use in preparing grant applications.
8. Provide the counties with PDF files of the two platforms in plan view with preliminary site design, an elevation of each of the platforms, color rendered plans, and conceptual cost data for printing at either 11" x 17" or 8.5" x 11".

Schedule

The final schedule can be discussed and agreed to. Our suggestion is to be able to schedule the site visits in December if possible before considerable snowfall in order to see the natural conditions as best as possible.

Site Visit and Aerial GIS Information	December
Meeting Summary and Design Elements	December
Preliminary Design	January
Review and Finalization of Design	February
Conceptual Costs and Renderings	March
Completion of All Work	March 15, 2021



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE

Proposed Fee

PMB will provide the above Scope of Services for a not-to-exceed fee of \$12,000. The fee includes all time, materials, overhead, and expenses for the proposed Scope of Services and will be invoiced monthly based on the actual work completed. Any unused fee will not be invoiced to the County.



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☒ **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.
- ☒ **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



COUNTY OF ST. CLAIR



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lparent@stclaircounty.org

2020 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program

Summary:

ATTACHMENTS:

Description	Upload Date	Type
📎 Memo 2020 Interlocal w Macomb County	11/23/2021	Cover Memo
📎 2020 Interlocal HSGP	11/23/2021	Cover Memo



COUNTY OF ST. CLAIR

OFFICE OF THE ADMINISTRATOR/CONTROLLER



KARRY HEPTING
Administrator/Controller

MEMO

To: Board of Commissioners

From: Marsha M. Adamkiewicz, Staff Accountant & Justin Westmiller, Em. Mgmt. Director

Date: November 23, 2021

Re: 2020 Interlocal Agreement between Macomb County and St. Clair County for the Homeland Security Grant Program

Attached is the 2020 Interlocal agreement between Macomb County and St. Clair County for the 2020 Homeland Security Grant Program.

The Homeland Security Grants are used to implement goals and objectives included in the State Homeland Security Strategies and Initiatives. This includes supporting terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, response to, and recovery from terrorism. The grant is also used to enhance regional preparedness in major metropolitan areas, and also supports the National Priority on expanding regional collaboration in the National Preparedness Guidelines and is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery.

St. Clair County is being awarded a total of \$300,914. Of this amount, \$20,582 must be used for SHSP (State Homeland Security Program) allowable activities, and \$280,332 must be used for UASI (Urban Area Securities Initiative) allowable activities.

Prior awards include the following:

2019 Homeland Security Grant Program - \$286,969
2018 Homeland Security Grant Program - \$291,199
2017 Homeland Security Grant Program - \$313,348
2016 Homeland Security Grant Program - \$328,521
2015 Homeland Security Grant Program - \$331,618

In addition, the Urban Area Security Initiative Board has allocated \$40,000 to St. Clair County in project funds from the Region 2 HSGP Designated Funding Allocation for the UASI 2020 award performance period. This is the same amount we have been receiving for recent award periods.

We recommend approving the 2020 Interlocal agreement with Macomb County at the December 09, 2021 Board of Commissioners meeting.



Mark A. Hackel
County Executive

Brandon Lewis, PEM
Director

Kristina Krieger, PEM
Emergency Program
Manager

Sean McCarthy
Technical Services
Manager

Michael Curtis
Homeland Security
Grant Manager

EMERGENCY MANAGEMENT & COMMUNICATIONS

117 South Groesbeck Highway • Mount Clemens, Michigan 48043

Phone: 586.469.5270 • Fax: 586.469.6439

oemc.macombgov.org

To All Region Two 2020 HSGP Award Recipients

This announcement letter pertains to the City of Detroit and Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties.

In addition to the award amounts detailed in your 2020 HSGP Interlocal Agreement the Urban Area Security Initiative (UASI) Board has allocated project funds from the Region 2 HSGP Designated Funding Allocation for the UASI 2020 award performance period. The 2020 UASI performance period is September 1, 2020 to May 30, 2023.

Each recipient is allocated an additional award amount:

1. Planning solution area: Up to \$40,000
2. DSEMIIC Analyst personnel: Full salary and travel expenses requested

These project funds are to be reimbursed from the Designated Funding Allocation through Macomb County as the fiduciary.

Sincerely,

Michael Curtis

Michael Curtis
Homeland Security Grant Manager

**2020 HOMELAND SECURITY GRANT PROGRAM
INTERLOCAL FUNDING AGREEMENT
BETWEEN
MACOMB COUNTY
AND
ST. CLAIR COUNTY**

This Interlocal Funding Agreement ("the Agreement") is made between Macomb County, Michigan Municipal Corporation, 1 S. Main, Mt. Clemens, MI 48043 ("Fiduciary"), and St. Clair County, 200 Grand River Ave, Port Huron, MI 48060, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the Fiduciary and the Political Subdivision enter into this Agreement for the purpose of passing through 2020 Homeland Security Grant Program (Grant Program) funds to the Political Subdivision; delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the Grant Program; and addressing use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Macomb County, Michigan was elected and appointed Fiduciary for the 2020 Homeland Security Grant Program by Region 2 Planning Board at its August 19, 2020 meeting.

Macomb County accepted the position of Fiduciary and as a result entered into the 2020 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are

imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.4. **Fiduciary** means Macomb County, a Michigan Municipal Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, and/or any such persons successors.
- 1.5. **Political Subdivision** means a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
- 1.7. **Region 2 Homeland Security Planning Board ("Region 2 Planning Board")** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
- 1.8. **2020 Homeland Security Grant Program ("Grant Program")** means the grant program described and explained in Exhibit B which began September 1, 2020 and ends May 31, 2023. The Grant Program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation.
2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Region 2 Homeland Security Planning Board meeting minutes from August 19, 2020; re: 2020 Homeland Security Grant Program Fiduciary;
 - 2.2. **Exhibit B** – 2020 Homeland Security Grant Program Agreement between the Fiduciary and the State;
3. **FIDUCIARY RESPONSIBILITIES.**
 - 3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan, attached as Exhibit B.

- 3.2. The Fiduciary shall comply with all requirements set forth in the 2020 Homeland Security Grant Program Guidance.
- 3.3. The Fiduciary shall submit all required project forms to the State for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 2 Homeland Security Planning Board.
- 3.4. The Fiduciary shall reimburse the Political Subdivision, for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by the State and the applicable reimbursement forms reviewed and approved by the State. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by the State and the Fiduciary, are properly executed by the Parties. The Fiduciary's Emergency Management representative/designee shall execute the forms on behalf of the Fiduciary and the Emergency Management Coordinator shall execute the forms on behalf of the Political Subdivision. The Fiduciary in its sole discretion shall determine if the reimbursement forms are properly executed.
- 3.5. The Fiduciary shall create and maintain, an inventory of all equipment purchased with Grant Program funds in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>.
- 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of Grant Program funds released to the Political Subdivision for that fiscal year. This amount shall include the dollar amount of equipment purchased with Grant Program funds by the Political Subdivision.
- 3.7. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the Political Subdivision.

4. POLITICAL SUBDIVISION RESPONSIBILITIES.

- 4.1. The Political Subdivision is entitled to reimbursement of allowable expenses for the Grant Program in an amount not to exceed \$20,582.00 in the SHSP funding source; and \$280,332.00 in the UASI funding source. This amount does not include Grant Program funds allocated to the Region 2 Designated Funding Allocation.
- 4.2. The Political Subdivision shall prepare all required forms for the use of Grant Program funds and shall submit such forms to the Region 2 Planning Board for review and approval via the process designated by the Region 2 Planning Board. Upon approval from the Region 2 Planning Board, the Fiduciary will forward the required forms to the State for review and approval.
- 4.3. All funds allocated to the Political Subdivision in Section 4.1 require proof of encumbrance or requests for reimbursement received by the Fiduciary no later than 5:00 p.m. on November 30, 2022. Grant funds which are not encumbered or which do not have reimbursement requests received by the Fiduciary by this date will be reallocated to the Region 2 Designated Funding Allocation.

- 4.4. The Political Subdivision shall use the equipment purchased with Grant Program funds, and all Grant Program funds in accordance with the 2020 Homeland Security Grant Program Guidance.
- 4.5. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with Grant Program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or “home-base” where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision and continue until three (3) years after the close of this Grant Program.
- 4.6. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision’s Schedule of Expenditures of Federal Awards.
- 4.7. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, the State and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to the following provisions:
 - a. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial

and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.

4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environmental and Historic Preservation (EHP) program engages in a review process to ensure that federally-funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.

4.13 The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/whd/govcontracts/dbra.htm>.

4.14 Upon request, the Political Subdivision will supply to the Subgrantor any information required to meet federally- mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and DHS program specific reporting requirements.

4.15 The Political Subdivision must acknowledge and agree to comply with applicable provisions governing U.S. Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

5. **REGION 2 PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 2 Planning Board shall have the following responsibilities:

- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
- 5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
- 5.3. Hold public meetings, subject to the Michigan Open Meetings Act;

- 5.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
- 5.5. Establish sub-committees to carry out its work;
- 5.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
- 5.7. Review and approve all required forms for the expenditure of Grant Program funds that are submitted.
- 5.8. Ensure that all grant projects are aligned to the appropriate FY 2020 HSGP Investment and Homeland Security Strategy. Projects to be funded by SHSP must align to one of Michigan's FY 2020 SHSP Investments and the State of Michigan Homeland Security Strategy. Projects to be funded by UASI must align to a FY 2020 UASI Investment and the UASI Homeland Security Strategy. Project documentation will include an explanation of how each project benefits Region 2.
- 5.9. Ensure the Subgrantee, in its role as regional fiduciary, is fully apprised of all projects approved by the Region 2 Homeland Security Planning Board.
- 5.10. Develop and implement a stand-alone Southeast Michigan Urban Area Security Initiative (SEMI UASI) Multi-Year Training and Exercise Plan or provide evidence of the SEMI UASI's adoption and utilization of the state's Multi-Year Training and Exercise Plan.

6. DURATION OF INTERLOCAL AGREEMENT.

- 6.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party and shall end three (3) years from the date the Grant Program is closed. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. LIABILITY/ASSURANCES.

- 7.1. Each Party shall be responsible for any Claim made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.
- 7.2. In any Claim that may arise under or relate to this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or agents in connection with any Claim.
- 7.4. Notwithstanding any other provision of this Agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of Grant Program funds that it receives or the use or misuse of the equipment, including but not

limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

- 7.5. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 7.6. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B, and the 2020 Homeland Security Grant Program Guidance.
8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.
9. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
10. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
11. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

15. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
16. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Macomb County Office of Emergency Management and Communications, 117 S. Groesbeck, Mt. Clemens, MI 48043.
 - 17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: William Kauffman, St. Clair County, 200 Grand River Ave, Suite 203, Port Huron, MI 48060.
 - 17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
18. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF,

EXECUTED: _____
Vicki Wolber, Deputy County Executive
Macomb County Executive Office

DATE: _____

WITNESSED: _____

DATE: _____

Political Subdivision: St. Clair County, Michigan

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____

EXHIBIT A

MR. LEWIS: Mr. Chair, this is Brandon. I will make a motion to approve the Regional Allocation as presented by Melanie.

MR. HALTEMAN: Motion by Brandon.

MR. WESTMILLER: Second.

MR. HALTEMAN: Justin, thank you for a second.

All in favor, say "Aye".

BOARD MEMBERS: (In Unison) Aye.

MR. HALTEMAN: Opposed, same sign?

(Motion carries unanimously.)

MR. HALTEMAN: Regional Allocation is approved.

X. NEW BUSINESS

a. Regional Fiduciary

Let's skip down to "New Business – Regional Fiduciary". Is this more or less covered or is it separate?

MR. LEWIS: We are required to recertify as we have to every year for who our Regional Fiduciary is going to be. We have to take official action on that. As always, Macomb County is willing and able to continue to serve.

MR. HALTEMAN: I will make that motion for Macomb County to continue as Fiduciary.

MR. STURDIVANT: Support.

MR. HALTEMAN: I will put me down as making the motion. I will put Tad as second. All approve, say "Aye".

BOARD MEMBERS: (In Unison) Aye.

MR. STURDIVANT: That was the quickest vote we've had.

(Motion carries unanimously.)

MR. HALTEMAN: Regional Fiduciary has been approved.

MR. LEWIS: Thank you.

EXHIBIT B



CONTRACT REVIEW ROUTING FORM

Scanned
to V.W.
November 2019
REV 6

ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Brandon Lewis	Department: Emergency Management & Communications	Date: 11/12/2020
Contract Contact Person: Noel Hazuka	Contact Phone Number: 469-5344	NOTE: Contracts are returned interoffice mail unless specified below: ☐ Call for Pick Up: #

CONTACT INFORMATION		
Contract Title: 2020 Homeland Security Grant Program Grant Agreement	☐ GRANT ☐ AWARD ☐ Funded	Return By Date:

DEPARTMENT ROUTING & AUTHORIZATIONS	
NOTES:	

NEW IT Dept. Authorization	DOES THIS INVOLVE TECHNICAL SUPPORT RELATED TO HARDWARE OR SOFTWARE? If No, Skip this step.	
	☐ Yes, Send to IT. Chief Information Officer review/approval is REQUIRED.	
	☐ Approved	
	☐ Approved with changes	
	☐ Rejected and Return to Requesting Department	
	_____ Authorized Signature	_____ Date

1. RISK & CONTRACT MANAGEMENT -	
☐ Approved ☐ Approved with changes ☐ Rejected	Department Received Stamp:
RETURN TO REQUESTING DEPARTMENT	_____ Date
_____ Authorized Signature	

2. FINANCE DEPARTMENT -	
☐ Approved ☐ Approved with changes ☐ Rejected	Department Received Stamp:
RETURN TO RISK & CONTRACT MANAGEMENT	_____ Date
_____ Authorized Signature	

3. OFFICE OF CORPORATION COUNSEL -	
☐ Approved ☐ Approved with changes ☐ Rejected	Department Received Stamp:
RETURN TO RISK & CONTRACT MANAGEMENT	_____ Date
_____ Authorized Signature	

4. OFFICE OF COUNTY EXECUTIVE -	
☒ Approved ☐ BOC Review Required ☐ Approved with changes ☐ Rejected - RETURN TO RISK & CONTRACT MANAGEMENT	EXECUTIVE OFFICE Stamp: NOV 13 2020 RECEIVED
RETURN TO RISK & CONTRACT MANAGEMENT	_____ Date
_____ Authorized Signature	



CONTRACT REVIEW ROUTING FORM

November 2019
REV 6

ORIGINATING DEPARTMENT INFORMATION

Department Leader: Brandon Lewis	Department: Emergency Management & Communications	Date: 11/12/2020
Contract Contact Person: Noel Hazuka	Contact Phone Number: 469-5344	NOTE: Contracts are returned interoffice mail unless specified below: ☐ Call for Pick Up: #

CONTACT INFORMATION

Contract Title: 2020 Homeland Security Grant Program Grant Agreement			
Vendor Number (if known):	Vendor Name:		Vendor Disclosure Form Attached: ☐ Yes ☐ IFAS ☐ No (N/A)
Original Contract Amount: \$ 4,508,352.00	Amendment Amount: \$	Total Amended Contract Amount: \$ 4,508,352.00	Funding Source - Org Key / Object - (If known):
Contract Begin Date: 09/01/2020	Amendment Date:	Contract End Date: 05/31/2023	Targeted Committee Date:
Contract: ☐ New ☒ Renewal ☐ Amendment	If Renewal or Amendment, what terms have changed (if any): Grant period and amount changes only		Amendment Number: N/A
Contract Bid: ☐ Yes ☐ No	If not bid out, please explain: N/A	Lowest Bid: ☐ Yes ☐ No	If not lowest bid, please explain:
Bid Number:	How many bidders responded?	Winning bidder Macomb County Entity: ☐ Yes ☐ No - Explain:	

Contract Synopsis:

The county annually receives this grant from the Michigan State Police Emergency Management Homeland Security Division as the designated fiduciary for the Region 2 Homeland Security Planning Board/Urban Area Security Initiative (UASI) Board. As such it is our responsibility to administer, manage and process any homeland security grants that are awarded to our region. The attached agreement is in the amount of \$4,508,352.00. This represents the entire amount awarded to the UASI Region. This grant program is made possible through the federal Department of Homeland Security and there is no local match required for this award. The grant provides federal pass through funds for local jurisdictions for equipment, exercises, organizing, planning and training as it relates to homeland security and emergency management roles and responsibilities. This grant agreement establishes our relationship with the State of Michigan and outlines the roles and responsibilities of the county as fiduciary for this grant. Per past practice, once this grant agreement is approved and executed by the County, a separate inter-local agreement will be created and executed for each of our six (6) partners in the UASI region (Detroit and the counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne) as it pertains to our relationship with each of them to fulfill our duties under this grant agreement.

OTHER CONTRACT INFORMATION

☐ CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.

PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):

- ☐ 1. AWARDED A CONTRACT OF \$35,000 OR MORE.
- ☐ 2. AWARDED A CONTRACT MODIFICATION EXCEEDING 5% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.
- ☐ 3. AWARDED A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.
- ☐ 4. EMPLOYER PAID FRINGE BENEFITS.
- ☐ 5. COLLECTIVE BARGAINING AGREEMENTS.
- ☐ 6. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.



Mark A. Hackel
County Executive

MEMORANDUM

DATE: 11/12/2020

TO: Office of County Executive

FROM: Brandon Lewis, Director
Emergency Management & Communications

RE: REQUEST APPROVAL / ADOPTION OF
2020 Homeland Security Grant Program Grant Agreement

SUBJECT:

Attached is the 2020 Homeland Security Grant Program Grant Agreement between Macomb County and the State of Michigan in the amount of \$4,508,352.00.

PURPOSE / JUSTIFICATION:

The county annually receives this grant from the Michigan State Police Emergency Management Homeland Security Division as the designated fiduciary for the Region 2 Homeland Security Planning Board/Urban Area Security Initiative (UASI) Board. As such it is our responsibility to administer, manage and process any homeland security grants that are awarded to our region. The attached agreement for FY 2019 is in the amount of \$4,508,352.00. This represents the entire amount awarded to the UASI Region. This grant program is made possible through the federal Department of Homeland Security and there is no local match required for this award. The grant provides federal pass through funds for local jurisdictions for equipment, exercises, organizing, planning and training as it relates to homeland security and emergency management roles and responsibilities. This grant agreement establishes our relationship with the State of Michigan and outlines the roles and responsibilities of the county as fiduciary for this grant. Per past practice, once this grant agreement is approved and executed by the County, a separate inter-local agreement will be created and executed for each of our six (6) partners in the UASI region (Detroit and the counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne) as it pertains to our relationship with each of them to fulfill our duties under this grant agreement.

FISCAL IMPACT / FINANCING:

Per the terms of the grant agreement, Macomb County will be specifically awarded an amount to be determined within 6 months via amendment to the original agreement to be utilized towards our entire county's homeland security and emergency management needs. As required by the State, we have a Local Planning Team (LPT) established in the county that is responsible for how this funding is spent. In addition to this award, we are provided \$225,417.00 to fulfill our management and administration (M & A) duties as the fiduciary. The M & A funds are used for staff salaries, office equipment, supplies, etc. There are no match requirements for this grant.

FACTS AND PROVISION / LEGAL REQUIREMENTS *(If applicable)*:

As the designated fiduciary for the UASI region, we are required to execute this grant agreement with the State. The grant agreement includes certain provisions that we are to follow based on state and federal guidance and requirements.

IMPACT ON CURRENT SERVICES (PROJECTS):

This grant agreement provides for the continued enhancement and sustainment of various homeland security and emergency management capabilities within the county and our region. Staff is currently in place to manage and administer the grant for the entire region as well, as it pertains to our fiduciary responsibility.

State of Michigan Fiscal Year 2020 Homeland Security Grant Program Grant Agreement

September 1, 2020 to May 31, 2023

CFDA Number: 97.067 Grant Number: EMW-2020-SS-00021

This Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF MACOMB
(hereinafter called the Subrecipient)

I. Purpose

The FY 2020 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2020 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 2 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf and as a part of the regional board for the FY 2020 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Urban Areas Security Initiative (UASI): The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the whole community approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, preparedness for, protection from, or response to acts of terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Urban Areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region. Identified Urban Areas must take an inclusive regional approach to the development and implementation of the UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, state agencies, statewide Interoperability Coordinators, Citizen Corps Council(s), and campus law enforcement in their program activities.

Allowable activities must comply with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at <http://www.fema.gov/homeland-security-grant-program>, align with Michigan's FY 2020 HSGP investments, support capability targets established in the THIRA and gaps identified in the SPR, and align to projects specifically approved by the Recipient.

Subrecipients must take a regional approach when determining the best use of FY 2020 HSGP funds. Subrecipients must consider the needs of local units of government, tribal governments, the private sector, and nonprofit and faith-based community organizations. Specific attention should be paid to how available preparedness funding sources can effectively support a whole community approach to emergency preparedness and management and the enhancement of core capabilities.

II. Statutory Authority

Funding for the FY 2020 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2020*, (Public Law No. 116-93).

The Subrecipient agrees to comply with all FY 2020 HSGP program requirements in accordance with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, the FY 2020 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2020 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

The Subrecipient shall also comply with the most recent version of:

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>, select Title 2.
2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

- A. The **County of Macomb**, acting as the Fiduciary Agent on behalf of and as a part of the Region 2 Board, is awarded \$4,508,352 under the FY 2020 HSGP. This total consists of \$308,352 from the SHSP and \$4,200,000 from the UASI program. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.

- B. The FY 2020 HSGP covers eligible costs from September 1, 2020, to May 31, 2023.
- C. HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least \$77,088 of SHSP award funds and \$1,050,000 of UASI award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at <http://www.fema.gov/national-planning-frameworks>. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2020 HSGP.
- E. The FY 2020 HSGP includes the following four national priority area funding requirements:
- 1) Enhancing cybersecurity (including election security);
 - 2) Enhancing the protection of soft targets/crowded places (including election security);
 - 3) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
 - 4) Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

At least \$15,418 of SHSP award funds and \$210,000 of UASI award funds must be dedicated towards enhancing cybersecurity, at least \$210,000 of UASI award funds must be dedicated towards the protection of soft targets/crowded places (including election security), at least \$75,240 of SHSP award funds and \$210,000 of UASI award funds must be dedicated towards enhancing information and intelligence sharing and cooperation with federal agencies, and at least \$210,000 of UASI awarded funds must be dedicated towards addressing emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2020 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program>.

- F. A maximum of \$154,176 of SHSP award funds and \$2,100,000 of UASI award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. A definition of personnel costs is provided in the FEMA Preparedness Grants Manual located at <https://www.fema.gov/media-library/assets/documents/178291>.
- G. Exactly \$15,417 of SHSP award funds and \$210,000 of UASI award funds may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. M&A allowable costs are defined in the *FY 2020 Homeland Security Grant Program Notice of Funding Opportunity*, and the *FEMA Preparedness Grants Manual* located at <http://www.fema.gov/homeland-security-grant-program>. The use of M&A award funds by the Subrecipient is not subject to review and approval of the Region 2 Homeland Security Planning Board. At the discretion of the Subrecipient, any unused portion of the M&A award funds may be reallocated to the Region 2 HSGP Designated Funding Allocation.
- H. Exactly \$73,231 of SHSP award funds and \$997,500 of UASI award funds are allocated to Region 2 for use as the Region 2 HSGP Designated Funding Allocation. These funds will be used to support regional projects as determined by the Region 2 Homeland Security Planning Board.

- I. The grant award funds are allocated by the Recipient, acting as the State Administrative Agency (SAA). The local governmental units are entitled to the reimbursement of allowable expenses from the Subrecipient in the amounts listed below:

County of Macomb

SHSP funding source: \$37,741.00

UASI funding source: \$514,059.00

County of Monroe

SHSP funding source: \$16,654.00

UASI funding source: \$226,829.00

County of Oakland

SHSP funding source: \$39,376.00

UASI funding source: \$536,333.00

County of St. Clair

SHSP funding source: \$20,582.00

UASI funding source: \$280,332.00

County of Washtenaw

SHSP funding source: \$20,581.00

UASI funding source: \$280,333.00

County of Wayne

SHSP funding source: \$43,554.00

UASI funding source: \$593,222.00

City of Detroit

SHSP funding source: \$41,216.00

UASI funding source: \$561,392.00

- J. Reimbursement of allowable expenses to the local governmental unit by the Subrecipient will be contingent on satisfactory completion of all responsibilities identified within this grant agreement by the local governmental unit, as determined by the Subrecipient and/or the Recipient.
- K. No portion of the funds specifically allocated to local governmental units may be used for M&A expenses.
- L. All funds allocated to specific local governmental units require proof of encumbrance or reimbursement requests received by the fiduciary no later than 5:00 p.m. on **November 30, 2022**. This date is six months prior to the end of the grant agreement period. Funds which are not encumbered, or which do not have reimbursement requests received by the fiduciary by this date will be reallocated to the Region 2 HSGP Designated Funding Allocation.
- M. The Subrecipient may only fund projects which directly support one of the FY 2020 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2020 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2020 HSGP investment justifications.
- N. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.

- O. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

- P. A portion of FY 2020 HSGP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- Q. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. Refer to the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at <http://www.fema.gov/homeland-security-grant-program> for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2020 HSGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
1. Subrecipient Risk Assessment Certification
 2. Standard Assurances
 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 4. Audit Certification (EMD-053)
 5. Request for Taxpayer Identification Number and Certification (W-9)
 6. Other documents that may be required by federal or state officials
- E. The Subrecipient agrees to act as the Fiduciary Agent on behalf and as a part of the regional board for the FY 2020 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at <http://www.ecfr.gov>.
 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.

3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2020 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.gov or by mail to PO box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsdor by emailing EMD_HSGP@michigan.gov.
5. If the Subrecipient purchases equipment for a local governmental unit with FY 2020 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.
6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
7. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.
8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.

9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.
10. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.
11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at <https://beta.SAM.gov>.
13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
14. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this grant.
15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.

- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at <http://www.michigan.gov/emhsd>, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit **one** Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All of the following requirements must be met when requesting advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
- F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2020, to May 31, 2023. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to

inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Macomb County
Subrecipient Name

026544713
Subrecipient's DUNS Number

Vicki Wolber
Printed Name

Deputy County Executive
Title

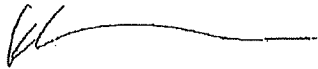

Signature

November 16, 2020
Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney, Commander
Printed Name

Deputy State Director, Emergency
Management and Homeland Security Division
Title


Signature

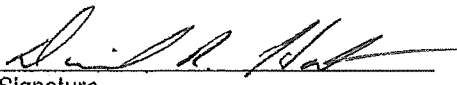
10/15/2020
Date

For the Regional Board

The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 2 Homeland Security Planning Board has chosen the County of Macomb to act as the Fiduciary Agent on behalf of and as a part of the regional board for the FY 2020 HSGP.

DAVID R HALTEMAN
Printed Name

Regional Board Chair
Title


Signature

11/17/2020
Date

SUBRECIPIENT CHECKLIST

FY 2020 HOMELAND SECURITY GRANT PROGRAM (HSGP) GRANT AGREEMENT

CFDA No: 97.067

Submit the following items as necessary to: DuhrVannelliA@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- ☐ 1. Grant Agreement. Please retain a copy of the signed document for your records.
- ☐ 2. Subrecipient Risk Assessment Certification
- ☐ 3. Standard Assurances
- ☐ 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- ☐ 5. Audit Certification (EMD-053)
- ☐ 6. Request for Taxpayer Identification Number and Certification (W-9)

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits audit copy to: Michigan Department of State Police, Grants and Community Services Division, PO Box 30634, Lansing, Michigan 48909.**

For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT ALYSSA DUHR-VANNELLI
AT 517-284-3943 OR DUHRVANNELLI@MICHIGAN.GOV



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient: Macomb County	County: Macomb	DUNS #: 026544713
Questions		
1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency? ☐ No grants ☐ 1-3 grants ☐ 4-5 grants ☒ 6+ grants 2. What percentage of your grant management staff has fewer than 2 years of grant experience? ☒ 0-25% of staff ☐ 26-50% of staff ☐ 51-75% of staff ☐ 76-100% of staff 3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years? ☐ Yes ☒ No 4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? <i>(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)</i> ☒ Never Audited or No ☐ Unsupported costs (lack of documentation) ☐ Unreasonable use of funds ☐ Questioned costs or required to return funds 5. Does your agency have staff primarily dedicated (>50%) to grants management activities? ☒ Yes ☐ No		
Certification		
<i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i>		
Authorized Representative Signature:		Date:
Authorized Representative Printed Name: Brandon Lewis		Title: Director
Point of Contact Printed Name: Brandon Lewis	Title: Director	Email: brandon.lewis@macombgov.org



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Brandon Lewis, Director

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Macomb County - Emergency Management & Communications
117 S. Groesbeck Hwy.
Mt. Clemens, MI 48043

2. Application Number and/or Project Name
2020 Homeland Security Grant Program (HSGP)

3. Grantee IRS/Vendor Number
38-6004868

4. Typed Name and Title of Authorized Representative
Brandon Lewis, Director

5. Signature

6. Date

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients **MUST** submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name 2020 Homeland Security Grant Program		CFDA Number 97.067	
II. Subrecipient Information			
Subrecipient Name Macomb County			
Street Address 117 S. Groesbeck Hwy.		City Mt. Clemens	State MI
		ZIP Code 48043	
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: ____ to ____ 09/01/2020 - 05/31/2023			
☐ I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
☐ I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative Brandon Lewis, Director			Date

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients Fiscal Year 2020 Homeland Security Grant Program

Article I. Summary Description of Award

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from the Recipient to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article III. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.

Article IV. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V. Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

Article VI. Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article VII. USA Patriot Act of 2001

Subrecipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c.

Article VIII. Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. Section 794), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- Article IX. Trafficking Victims Protection Act of 2000**
Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.
- Article X. Terrorist Financing**
Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- Article XI. SAFECOM**
Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article XII. Debarment and Suspension**
Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- Article XIII. Copyright**
Subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- Article XIV. Civil Rights Act of 1964 - Title VI**
Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- Article XV. Best Practices for Collection and Use of Personally Identifiable Information (PII)**
Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.
- Article XVI. Americans with Disabilities Act of 1990**
Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. Sections 12101- 12213).
- Article XVII. Age Discrimination Act of 1975**
Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

- Article XVIII. Activities Conducted Abroad**
Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Article XIX. Acknowledgment of Federal Funding from DHS**
Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
- Article XX. DHS Specific Acknowledgements and Assurances**
All, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 2. Subrecipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 3. Subrecipients must submit timely, complete, and accurate reports to the appropriate MSP officials and maintain appropriate backup documentation to support the reports.
 4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- Article XXI. Assurances, Administrative Requirements, Cost Principles, Representation and Certifications**
DHS financial assistance subrecipients must complete the assurances applicable to their program as instructed by MSP. Please contact MSP EMHSD if you have any questions. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- Article XXII. Patents and Intellectual Property Rights**
Unless otherwise provided by law, subrecipients are subject to the *Bayh-Dole Act*, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. Section 401.14 and the standard patent rights clause located at 37 C.F.R. section 401.14.
- Article XXIII. Notice of Funding Opportunity Requirements**
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Subrecipients must comply with any such requirements set forth in the program NOFO.
- Article XXIV. Non-supplanting Requirement**
Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

- Article XXV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article XXVI. National Environmental Policy Act**
Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article XXVII. Lobbying Prohibitions**
Subrecipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article XXVIII. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Subrecipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article XXIX. Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, (15 U.S.C. Section 2225a), subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, (15 U.S.C. Section 2225).
- Article XXX. Fly America Act of 1974**
Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
- Article XXXI. Federal Leadership on Reducing Text Messaging while Driving**
Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

- Article XXXII. Federal Debt Status**
Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article XXXIII. False Claims Act and Program Fraud Civil Remedies**
Subrecipients must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.)
- Article XXXIV. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- Article XXXV. Duplication of Benefits**
Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
- Article XXXVI. Drug-Free Workplace Regulations**
Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).
- Article XXXVII. Civil Rights Act of 1968**
Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- Article XXXVIII. Acknowledgement of Federal Funding from DHS**
Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIX. Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.. In order to initiate an EHP review of your project, you must complete an alignment and allowability form and submit it to EMD_HSGP@michigan.gov. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify MSP EMHSD.

Resolution 2021-25 Authorizing Closing of North Channel Property - FINAL ACTION

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	Memo	11/19/2021	Cover Memo
	Resolution	11/22/2021	Cover Memo



COUNTY OF ST. CLAIR



Parks and Recreation Commission

To: Board of Commissioners

From: Nancy Winzer, Parks and Recreation Director

Re: Status Update – Property Acquisition at North Channel Site

Date: October 26, 2021

During the past week, staff has had several conversations with Jon Mayes and Lindsay Ross of the Department of Natural Resources (DNR); and Brian Marzolf from Six Rivers Land Conservancy regarding the final steps necessary to facilitate a formal closing on the property by the end of the year.

As you will recall, the County received an acquisition grant in the amount of \$1,425,300 and agreed to provide matching funds in the amount of at least \$500,800 in order to purchase the property held by Six Rivers Land Conservancy as soon as possible. The DNR must provide final reviews and approvals. Their reviews included environmental reports, title commitments, 40 year deeds, and two appraisals completed by certified general appraisers that are received and approved of by the DNR Real Estate Staff.

Due to delays at the state level, we were allowed to submit the three key documents “unofficially” to our representatives for their review and answer any questions or concerns up front.

It appears that the only document still pending casual review are the appraisals submitted. The DNR representatives and Mr. Marzolf from Six Rivers are hoping to complete those reviews shortly.

In anticipation of a closing schedule before the end of the year, but perhaps not in accordance with normal board meeting schedules - the following documents will be completed and held for insertion of the approval date:

- Statement of Just Compensation and Official Offer to Purchase (between County and Six Rivers)
- Closing Statement (Prepared by Huron Title)
- Acquisition Reimbursement Request (from County to DNR for payment of grant AFTER purchase)
- Declaration and Notice of property to be used only for public purposes
- Payment in full at the time of closing in the form of a County check for the full purchase price and related expenses as necessary and determined by Huron Title and due (per agreement) to Six Rivers Land Conservancy.

Since the actual date of the closing cannot be secured while we are awaiting DNR’s final reviews and once those final approvals are received, time will be of the essence to complete the closing, provide payment and secure the property; an option may be for the board members and commissioners to issue an authorizing resolution to release final payment and execute all related documents at the time of closing, and contingent upon receiving final approval from the Department of Natural Resources.

**ST. CLAIR COUNTY BOARD OF COMMISSIONERS
RESOLUTION 2021-25**

**RESOLUTION TO AUTHORIZE PAYMENT AND EXECUTION OF CLOSING AND
GRANT AWARD DOCUMENTS AS NECESSARY FOR THE FINAL ACQUISITION
OF PROPERTY ALONG THE NORTH CHANNEL OF THE ST. CLAIR RIVER
LOCATED IN CLAY TOWNSHIP FOR DEVELOPMENT OF A COUNTY PARK AND
IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF NATURAL
RESOURCES GRANT AWARD (TF20-0073)**

WHEREAS, on June 17, 2021, the St. Clair County Board of Commissioners approved Resolution 2021-11 which approved the terms of the Michigan Natural Resources Trust Fund Land Acquisition Grant (TF20-0073) for the award of \$1,425,300.00 in grant funds, combined with a local match of a minimum of \$500,800.00 from the St. Clair County Parks and Recreation millage; and

WHEREAS, the terms of the agreement approved on June 17, 2021, include the need for final reviews and approvals by the appropriate representatives of the Department of Natural Resources (DNR) regarding environmental reviews, title commitments, appraisals and related costs; and

WHEREAS, the representatives of the DNR realize that time is of the essence for transferring of property title from Six Rivers Land Conservancy to the County of St. Clair; and

WHEREAS, it is anticipated that approvals from the DNR and a closing date will be scheduled within quick succession and may not correspond with regularly scheduled county board meetings;

NOW BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby authorizes the release of final, full payment at the time of closing for the purchase and transfer of title of property known as the North Channel Site, as previously described and currently held by Six Rivers Land Conservancy; and contingent upon the county receiving all final approvals from the Department of Natural Resources in order to ensure reimbursement in the amount equal to the grant award;

BE IT FURTHER RESOLVED, that the Director of the St. Clair County Parks and Recreation Commission, a position currently held by Nancy Winzer, is hereby authorized to execute any and all documents, agreements and closing statements as deemed necessary to transfer the property in accordance with Michigan laws and the program regulations as set forth by the Department of Natural Resources Trust Fund in order to ensure reimbursement of all eligible costs from the June 2021 Trust Fund Grant award.

DATED: December 2, 2021

Reviewed and Approved As To Form By:

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Suite F
Port Huron, MI 48060

Resolution 2021-26 Authorizing Submission of Wilson Foundation Grant - FINAL ACTION

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo	11/22/2021	Cover Memo
📎	Application	11/19/2021	Cover Memo
📎	Resolution 21-26	11/23/2021	Cover Memo



COUNTY OF ST. CLAIR



To: Board of Commissioners
Karry Hepting, Administrator / Controller

From: Nancy Winzer, Parks and Recreation Director

Re: Ralph C. Wilson, Jr. Legacy Funds – Columbus Disc Golf Course Program

Date: December 2, 2021

The County has the unique opportunity to submit an application for a “Youth Sport” grant through the Community Foundation of Southeast Michigan’s Ralph C. Wilson, Jr. Legacy Fund. The grant program is seeking partners from specific geographical areas (St. Clair County is included) in southeast Michigan to expand outdoor play and sport sampling programs for area youth.

The request is for a \$20,000 grant from the Wilson Legacy Funds; combined with \$13,000 from the County utilizing monies from the annual recreation millage and local donations/fundraisers; in-kind contributions that equal \$7,000 (donation of disc golf cages and value of disc golf instructional program in the summer) for a total program cost of \$40,000. While a local match is not strictly required – the highly competitive nature of the grant program recommends the leveraging of funds and resources (donations or in-kind services) from the applicant.

The proposed project includes expanding the disc golf course at Columbus County Park to 18 holes, incorporating several skill-development features, kiosks with instructional information and sport guidance, disc bins that hold a variety of golf discs to encourage spontaneous play and provide access to try the sport at no/low cost for everyone. The proposal would also include promoting disc golf lessons through our local partnerships, neighborhood clinics, “try it” sport programs and pop-up games under a potential partnership with the Blue Water YMCA and our area’s successful “SportPort” Program.

The proposal includes several elements that could make our application competitive during a time when recreational funds are in demand. Specifically, the collaborations and partnerships with our local team (community recreation departments, the Bluewater YMCA, local donors and sport enthusiasts). Another aspect is to provide a portion of the total project cost as a combination of match funds from annual recreation millage, the use of in-kind services and donations for equipment, construction and installation of kiosks, and site preparation.

The St. Clair County Parks and Recreation Commission provided support for submitting an application to the Wilson Legacy Fund at their October 13, 2021 meeting. Applications are due December 10, 2021 and decisions will not be announced until mid-April, 2022.

Ralph C. Wilson, Jr. Legacy Funds

County of St. Clair

ID: IG-202116639

Amount Requested: \$20,000.00

Application: Wilson Legacy: Youth Sports

Program Officer:

▼ TABLE OF CONTENTS

Application
Organization Information
Project Information
Project Narrative
Documents
Financial Information

SELECT YOUR APPLICATION

Please select an **Application Type** from the list provided below. If you are not seeking funding from one of these programs, cancel out of this application and select the "**Apply for a grant**" link on the left-side navigation menu.

Application Type*: Wilson Legacy Fund
Wilson Application Type*: Youth Sports

Welcome to the Wilson Legacy Fund Application.

Please read the following items and keep them in mind as you complete this application.

Below are a number of items for your reference related to the completion of this application. If at any time you need assistance, please do not hesitate to contact applications@cfsem.org or call the Community Foundation by dialing 313.961.6675 during our normal business hours of 8:30 AM to 5:00 PM.

The application form contains a few large text boxes. If you wish to copy and paste text from other sources during the application process, you may do so at anytime.

Next to larger text boxes you will notice a check mark icon. Clicking this item will run a spell check on the accompanying field. We encourage you to utilize this feature.

Please review the grantmaking guidelines for the Wilson Legacy Fund before you begin your application.

You may save this application and return to it as often as you'd like by pressing "**Save**" at the bottom of each screen. To edit a draft application, click the "Edit" button in the upper right hand corner. We will not be able to see your application materials in progress at any point until you hit "**Submit**".

▼ Application

I. ORGANIZATION INFORMATION

Please review your organization information below, including key contact information, mission and vision, and other noted items. If any updates need to be made, click on 'Organizations' in the left-hand

side navigation bar to access your organization profile and make changes there.

Legal Name: County of St. Clair
Tax ID: 38-6007848

Address:
200 Grand River Ave Ste 203
Port Huron, Michigan
United States 48060-4017

Phone: 810-989-6960
Website: <https://www.stclaircounty.org/Main/Default.aspx>

Mission:

Organization Background:

Current Programming:

Total Number of People Served Each Year:

 Your organization information is missing one of the following: mission, organizational background, current programming, number of people served. Please go to your organization profile to update this information.

Organization*: County of St. Clair
Primary Applicant Contact*: Kimberly Harmer
Primary Signatory*: Kimberly Harmer
CEO, President, or Executive Director*:

 Please select a contact in each of the above dropdowns.

II. PROJECT INFORMATION

Project Title*: Disc Golf

Dollar amount of grant support requested*: \$20,000.00

Proposed Start Date*: 4/1/2022

Proposed End Date*: 6/13/2022

Brief Project Summary*:

Support for...and responding to the requests from residents, families, adults, teenagers and preteens to expand the 9 hole disc golf course, offer lessons, group play events and youth leagues due to the popularity of disc golf at Columbus County Park.

Please provide a **Cover Letter** signed by the CEO/Executive Director of the organization.

III. PROJECT NARRATIVE

What is the problem or opportunity are you trying to address?*

St. Clair County has an opportunity to respond to our resident's request for access to try new sports, to encourage family activities outside and to continue to seek creative and active outdoor play for both preteens and their families. Trying a new sport can be intimidating and sometimes costly. Disc golf has gained popularity since the beginning of the pandemic and there is a desire to expand courses, offer lessons to area youth, and to explore development of local leagues, hosting events and clinics that would bring diverse groups of all ages to St. Clair County to enjoy our beautiful surroundings.

What is your target population?*

Targeted population is the preteen and teenage youth. The challenge at that age is to get them excited about outdoor play and offering creative alternatives to technology, but at a low/no cost. However, the benefit of disc golf is that a wide variety of age groups and abilities can enjoy the sport - for fun and with additional course challenges - as a skill-building, competitive sport. The advantage of having the "disc bins" in place and a kiosk with game instructions on site is that multi-generational groups can easily start a pick-up game and have fun, while more experienced teams can also practice and compete. The course would offer a range of skill level options.

Please explain whether this project is new, expanded or ongoing.*

Proposed project would expand the disc golf course that is currently a basic 9-hole layout and does not provide a free "try-it" disc bin with equipment or a kiosk with game instructions. The popularity of the basic course, combined with the lack of other challenging courses nearby has resulted in a desire for an additional 9-holes and several features that provide sport skill development.

What are your specific goals, and what are your strategies to reach those goals?*

Specific goals include: 1. Encourage and promote outdoor play for all ages, but specifically for area youth: 1) Expand and create a unique disc golf course that will spark interest and enthusiasm to try a new sport. 2) Provide at no/low cost group lessons with our partner - City of Port Huron Rec Dept. during summer programs 3) Provide at no charge, disc bins and instructional kiosks at park to facilitate youth, families and individuals of all ages to "try it". 4) Promote development of local leagues, events and skill building clinics as a way to expand participation in the new sport and encourage healthy lifestyles through outdoor play. 5) Continue to work with local partners such as the Port Huron Rec Department; YMCA; our "SportPort" partners and volunteers to highlight disc golf as a fun and affordable activity. Skill building clinic could be done in underserved neighborhoods with the partnership of the "SportPort" team and Y on the Fly program.

What is your timeline?*

May 1, 2022-July 1, 2022 - Expanded course design has been drawn and footbridges, platforms and challenge pieces of the course have been sketched out. Kiosk design is complete and the permanent disc cages have been received. Our private donations and in kind matches, as well as county millage funds are in place. Therefore, upon notification of grant award, project could start construction in early spring - weather permitting; and be completed within three months from start date.

How will you evaluate your project?*

Evaluation of the project will include simple observations of activity at the course throughout the summer and fall of 2022. Enrollment and positive feedback from the disc golf lessons will also help evaluate the popularity/need of the project. SportPort and Y on the Fly type programs have the ability to monitor participation. The longer term evaluation will include the ability for league play and development, scheduling of events and competitions; not to mention the most important and hard to measure criteria of success - kids,

families and older adults playing outside and enjoying the mental and physical health benefits of the public park year round.

Identify the geographies (i.e. neighborhoods, cities, or counties) that will be served by the proposed project.*

The immediate rural neighborhood surrounding the park will be able to benefit from the improvements of course, however, the project will be considered a destination park and could provide benefits to the entire county as well as adjacent Macomb county residents. Disc golf enthusiasts are willing to travel to experience new course challenges and the related amenities of the area; local families are seeking new options to engage their kids in the outdoors, sports that can be played as individuals and as part of a team, and that is at a low cost.

What partnerships are central to the implementation of this project?

Our existing partnerships that allow us to provide a range of creative types of recreation to county residents and visitors will also be an asset in this proposal. Port Huron Recreation Department has offered to provide disc golf lessons as part of their summer rec programs; our SportPort partners could offer neighborhood clinics and "try it" equipment; the same could be offered through the "Y on the Fly" program. A local group of disc golf players have offered their services as volunteers to engage in course design, course installation and maintenance, and hosting events and clinics.

How will your project proactively address the diversity, inclusion and equity challenges that face our region?*

Every child and their family should be able to try a sport or physical activity without feeling excluded due to cost or abilities. No/low cost lessons and participation scholarships are offered through the Port Huron Recreation Department, local service clubs and donors. The Columbus County Park is a popular nature park with a wide range of activities and there is no entrance or parking fee.

As part of our effort to address the barriers to getting and keeping youth active through sport, we ask that your project be aligned with at least one of the eight "plays" found in the Aspen Institute's State of Play Southeast Michigan report. Please describe which play(s) your project corresponds to and why.*

The project directly corresponds to the following "plays": 1) "Encourage Sport Sampling" - disc golf is not a mainstream sport and yet is simple to learn, play and the equipment is manageable. The use of "disc bins" will allow for spontaneous play and the informational kiosks will ease anxiety about trying something new - either on your own, or with friends and family. The offer of disc golf lessons through our partnership with Port Huron Recreation Department will also provide a low/no cost way for kids to try a new sport and gain confidence. There are a few smaller disc courses in the area which will allow for continued play access. The proposed partnership with our area's successful "SportPort" and "Y on the Fly" will also provide neighborhood clinics and pop up play opportunities. 2) Design for Development: Disc golf is a unique sport that allows for beginners thru advance levels of play. Skill development thru course challenges and the ease at which all ages and abilities can participate means that the game can be enjoyed throughout the stages of life and will always have opportunity to "grow" with the player. 3) Think Small: the sport can be designed and played with 2-3 discs and 2-18 holes. It is most exciting on a multi-level developed course; but can also be enjoyed as a pick-up game or pop-up play. Courses can be temporary and portable or permanent and year round. Its simple and fun.

IV. DOCUMENTS

Application Documents

Optional - Letters of Support

Optional - Signed Memorandum of Understanding

APPLICATION DOCUMENTS



SC Wilson Columbus Disc Golf Budget Form.pdf

Total Project Revenue/Expenses

Added by Kimberly Harmer at 11:45 AM on November 18, 2021



Nancy Winzer BioUpdated 11.16.21.docx

Optional - Job Description or Resumes of Key Staff

Added by Kimberly Harmer at 12:23 PM on November 16, 2021

*Regarding Most Recent Certified Audit, Review or 990: The various grantmaking guidelines of the foundation note which document is acceptable for eligibility. If you have a certified audit or financial review, that is always best to upload. 990 is only eligible for certain programs. If you have any questions, refer to the grant guidelines for the program for which you are applying to or contact the Program Officer.

ORGANIZATION DOCUMENTS



SC IRS EIN Verification Letter.pdf

IRS Federal Tax Exemption Letter or US Form W-9 for Non-Charities

Added by Kimberly Harmer at 1:35 PM on November 18, 2021



SC Diversity.Discrimination HR Policies.pdf

Organization Diversity Policy

Added by Kimberly Harmer at 1:33 PM on November 18, 2021



SC 321.5 - Conflict of Interest County Officials CANUE.pdf

Other Document

Added by Kimberly Harmer at 12:06 PM on November 18, 2021



SC PARKS AND REC 2021 Budget Amended 2022 Proposed (1).pdf

Organizational Budget

Added by Kimberly Harmer at 12:03 PM on November 18, 2021



SC 2021 Proposed Budget.pdf

Organizational Budget

Added by Kimberly Harmer at 12:02 PM on November 18, 2021



SC FULL Audit 2020w Letter and Single Audit Confirmations[21399].pdf

Most Recent Certified Financial Audit, Review or 990

Added by Kimberly Harmer at 12:11 PM on November 16, 2021



SC Board List.pdf

Board List with Affiliations

Added by Kimberly Harmer at 12:10 PM on November 16, 2021

V. FINANCIAL INFORMATION

Total Project Revenue/Expenses (upload document)

Please list anticipated funding sources for your entire project with anticipated amounts. Please note whether the funds have been secured. Also include all costs of your project inclusive of items outside of this specific request. As a sample reference, you may download our budget template [here](#).

Expenses for Requested Funds (form submission)

This should outline how funding from this grant will be utilized, if a grant is awarded. If a grant is approved, we will use this budget when it comes time to report on the project to ensure funds were used as intended.

If your project is multiyear you can create separate yearly budgets below. You will be asked for a start and end date for each budget. This is helpful to you and to us, so that we can adjust payment schedules correctly if a grant is approved.

To edit a budget you've already entered in this section, you can first [save this application](#) then use the menu on the left to scroll down to the budget section. Find your budget under drafts to edit the content. You can also [withdraw duplicate budgets](#) from there.

Expenses for Requested Funds

No Expenses for Requested Funds have been added



Expenses for requested funds budget has not been submitted.

BUDGET WORKSHEET

Revenue Table:

Please include the itemized amount of secured and/or anticipated funding for your specific program.

Source	Secured	Anticipated	Total Revenue	Narrative (if needed)
Grants/contracts/contributions				
Government (itemize)				
Government A	\$ 13,000.00	\$ -	\$ 13,000.00	Funding allocation from annual millage account
Government B	\$ -	\$ -	\$ -	Site prep and final course design and layout, installation of benches and footbridges.
Foundations (itemize)				
Foundation A	\$ -	\$ 20,000.00	\$ 20,000.00	Purchase of discs, disc bins, instructional kiosks, installation of cages purchased by county and markers.
Foundation B	\$ -	\$ -	\$ -	
Corporations (itemize)				
Corporation A	\$ -	\$ -	\$ -	
Corporation B	\$ -	\$ -	\$ -	
Individuals (itemize)				
Individual A	\$ -	\$ -	\$ -	
Individual B	\$ -	\$ -	\$ -	
In kind/Other (specify)				
Disc Golf Lessons	\$ 2,000.00	\$ -	\$ 2,000.00	Value/staff cost for disc golf lessons as summer youth program with city of port huron rec department partnership.
Nine metal disc golf cages with pole attachment	\$ 5,000.00	\$ -	\$ 5,000.00	This includes 2 instructors, demo equipment and on site play. Installation of cages donated by county.
Events	\$ -	\$ -	\$ -	
Publications and products	\$ -	\$ -	\$ -	
Membership Income	\$ -	\$ -	\$ -	
Other (specify in the rows below)				
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Total	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	

BUDGET WORKSHEET

Expense Table:

Please be specific when defining each category. For example, for "Salaries and Benefits," include the number of staff members or percentage of staff time that will be allocated to this program. Also, if specific program supplies or equipment items are large cost items, please list each item separately, and/or provide additional detail in the "Narrative" column. If you have additional expense categories to add, please add them to the "Other" section below. Should you need more rows, please insert them.

Line Item	Total Budgeted Expenses	Narrative (if needed)
Salaries and Benefits	\$2,000.00	Cost for program/instructors for summer disc golf lessons for area youth thru partnership with city of port huron rec department
Consultant and professional fees	\$ -	
Insurance	\$ -	
Travel	\$ -	
Equipment	\$38,000.00	Prep site for additional 9 hole course, purchase of discs for disc bin available at no charge for impulse play, purchase and installation of cages, platforms and two kiosks with sport guides and tutorials, benches and markers at intervals
Program supplies	\$ -	
Printing and copying	\$ -	
Telephone and fax	\$ -	
Postage and delivery	\$ -	
Evaluation	\$ -	
Other (specify in the rows below)		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total	\$ 40,000.00	

RESOLUTION 2021-04
ST. CLAIR COUNTY PARKS AND RECREATION COMMISSION

RESOLUTION TO AUTHORIZE AND SUPPORT THE SUBMISSION OF GRANT APPLICATIONS TO THE "RALPH C. WILSON, JR. LEGACY FUNDS" IN AMOUNTS NOT TO EXCEED \$25,000 WITH A SUGGESTED LOCAL MATCH FOR YOUTH SPORT PROJECTS AND UP TO \$50,000 WITH A SUGGESTED LOCAL MATCH FOR DESIGN AND ACCESS CATEGORY PROJECTS AS DEEMED NECESSARY

WHEREAS, the St. Clair County Parks and Recreation Commission has a desire to seek public and private partnerships in order to leverage resources to maintain and expand recreation facilities and public parks to meet the needs of the community; and

WHEREAS, the Ralph C. Wilson, Jr. Legacy Fund is a privately funded grant program that accepts competitive grant applications for consideration of projects that focus on youth sport activities, new designs and accessible alternatives to trails and walking paths; and

WHEREAS, the Ralph C. Wilson, Jr. Legacy Fund suggests that grant recipients provide a match through combinations of in-kind services, local donations, millage allocations, or other private or public sources; and

WHEREAS, the competitive grant applications are accepted online only once a year for further consideration and scoring; and

WHEREAS, the online application deadline for the 2022 program year is December 10, 2021; and

WHEREAS, strong, competitive grant applications include resolutions of support from authorizing boards and commissions, letters of support from community leaders, and strong public-private partnerships;

NOW BE IT RESOLVED, that the St. Clair County Parks and Recreation Commission hereby authorizes and supports the creation of online competitive grant application(s) for Youth Sports and Design & Access divisions of the "Ralph C. Wilson, Jr. Legacy Fund" for consideration of receiving grant funds in 2022; and

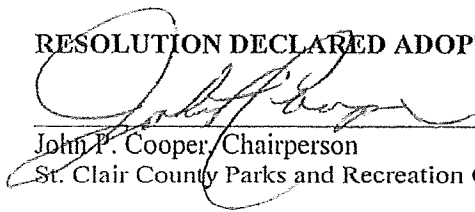
BE IT FURTHER RESOLVED, that the Parks and Recreation Director, a position currently held by Nancy Winzer, is hereby authorized to accept any offers, local match funds or donations, and execute all necessary grant agreements or documents related thereto and to act as the project coordinator and authorized representative.

Ayes: Castillo (for Hanners), Clark, Cooper, Dunn, Foster, Kusch, LaLonde, Leto, Wallis, and Wiley

Nays: None

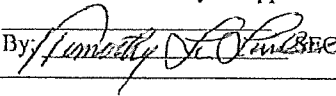
Absent: None

RESOLUTION DECLARED ADOPTED


John P. Cooper, Chairperson
St. Clair County Parks and Recreation Commission

October 13, 2021

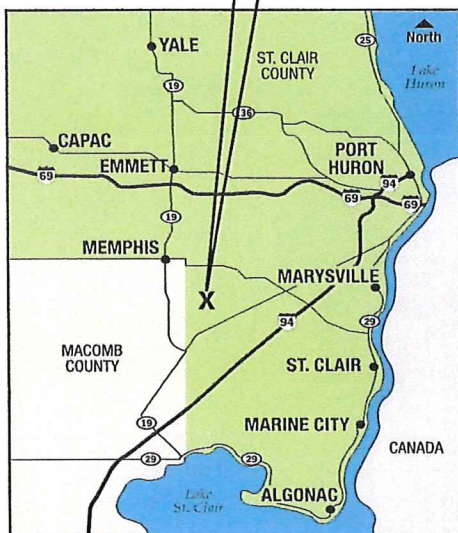
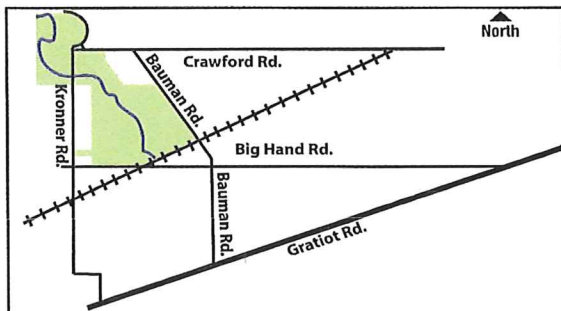
I hereby attest to the accuracy of the above resolution and certify its approval on:

By:  SECRETARY

St. Clair County Parks and Recreation Commission



200 Grand River Avenue, Suite 107
Port Huron, MI 48060 • 810/989-6960
www.stclaircountyparks.org
www.columbuscountypark.org



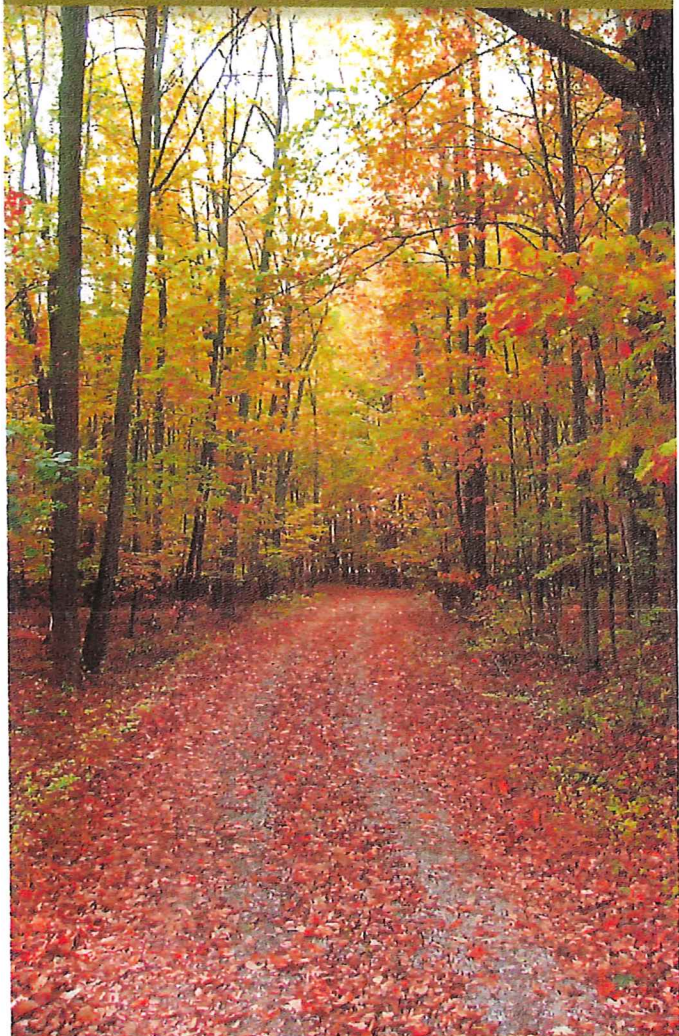
Columbus County Park is located in the southwest part of St. Clair County just minutes north of Gratiot Road. The park is located at 1670 Bauman Road, Columbus, MI 48063.

For a large print brochure call 810/989-6960.

80161018 Printed 2018

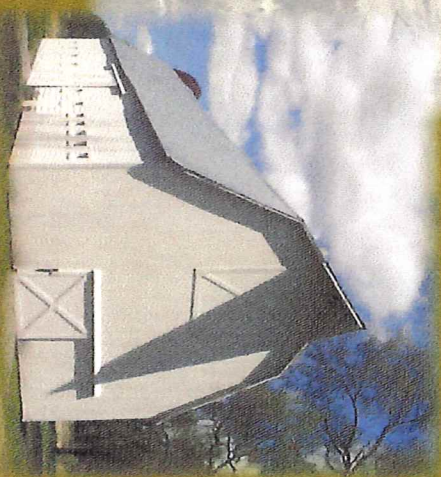
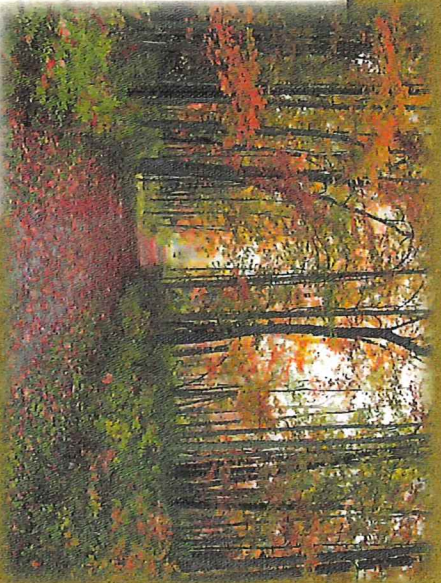
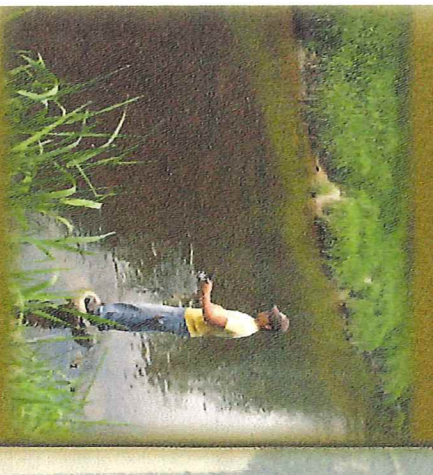
Columbus County Park

St. Clair County, Michigan

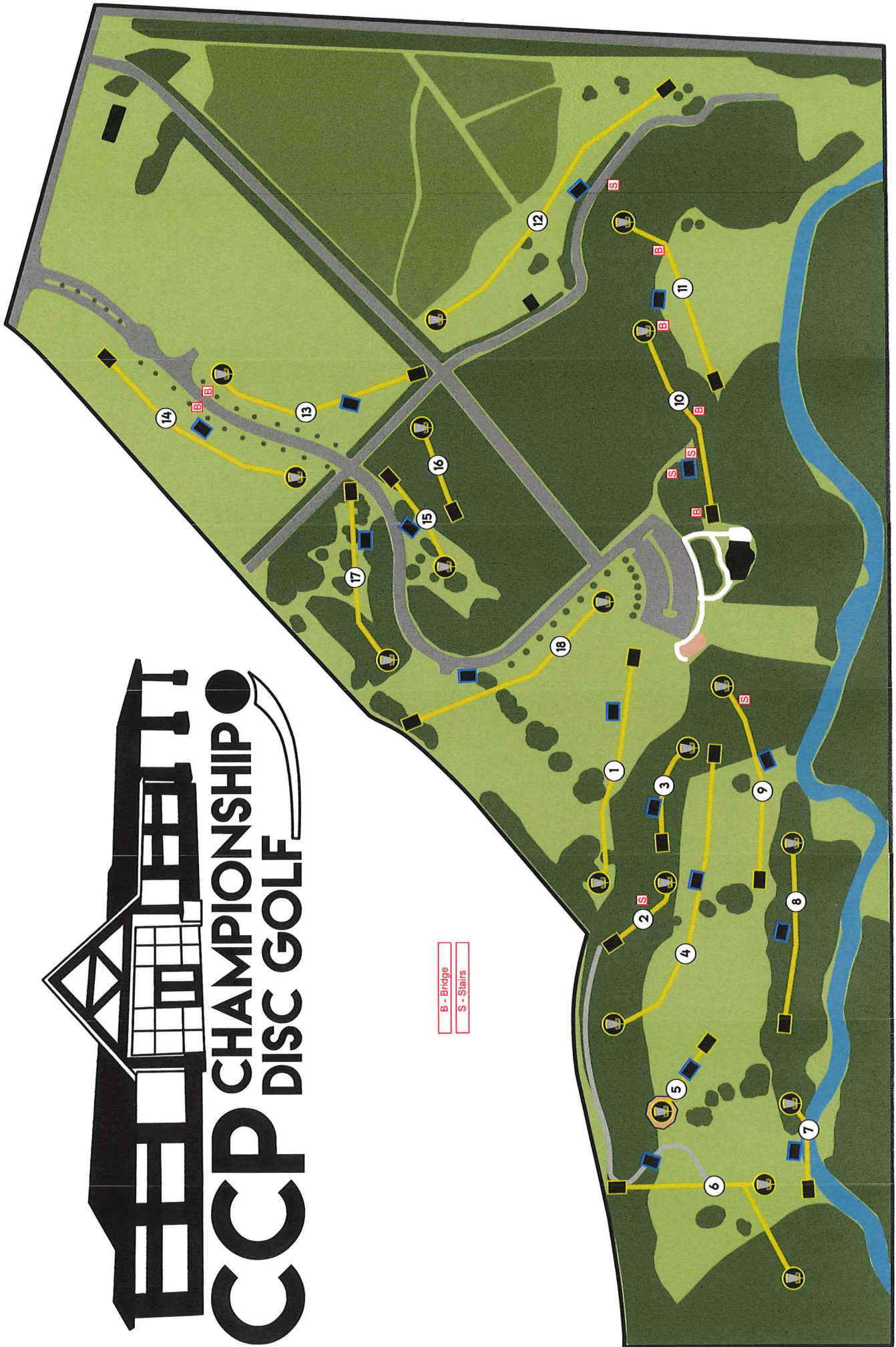


Discover Columbus County Park!
www.columbuscountypark.org

Columbus County Park



CCP CHAMPIONSHIP DISC GOLF



B - Bridge
S - Stairs

HOLE	KIOSK	TEE 1	TEE 2	COMPASS	STAIRS	PLATFORM	DECK	Sm Bridge	BENCH	TABLE	COST
KIOSK	STRUCTURE	CONCRETE									
	\$1,600.00	\$400.00									\$2,000.00
1		CONCRETE	CONCRETE	4						PICNIC	
		\$400.00	\$400.00	\$150.00						\$450.00	\$1,400.00
2		RUBBER	X	2	2 set 5	3			Post Poly		
		\$180.00		\$75.00	\$600.00	\$450.00			\$700.00		\$2,005.00
3		RUBBER	RUBBER	4						PICNIC	
		\$180.00	\$180.00	\$150.00						\$450.00	\$960.00
4		RUBBER	RUBBER	4					Post Poly		
		\$180.00	\$180.00	\$150.00					\$700.00		\$1,210.00
5		RUBBER	RUBBER	4						PICNIC	
		\$180.00	\$180.00	\$150.00						\$450.00	\$960.00
6		RUBBER	RUBBER	4			WOOD		Post Poly		
		\$180.00	\$180.00	\$150.00			\$1,500.00		\$700.00		\$2,710.00
7		RUBBER	RUBBER	4						PICNIC	
		\$180.00	\$180.00	\$150.00						\$450.00	\$960.00
8		RUBBER	RUBBER	4					Post Poly		
		\$180.00	\$180.00	\$150.00					\$700.00		\$1,210.00
9		RUBBER	RUBBER	4	2 set 10	2				PICNIC	
		\$180.00	\$180.00	\$150.00	\$1,200.00	\$900.00				\$450.00	\$3,060.00
10		CONCRETE	RUBBER	4	2 set 10	2	WOOD	2 WOOD	Post Poly		
		\$400.00	\$180.00	\$150.00	\$1,200.00	\$900.00	\$1,500.00	\$2,000.00	\$700.00		\$7,030.00
11		RUBBER	RUBBER	4				WOOD		PICNIC	
		\$180.00	\$180.00	\$150.00				\$1,000.00		\$450.00	\$1,960.00
12	KIOSK + CONC	RUBBER	RUBBER	4					Post Poly		
	\$2,000.00	\$180.00	\$180.00	\$150.00					\$700.00		\$3,210.00
13		RUBBER	RUBBER	4						PICNIC	
		\$180.00	\$180.00	\$150.00						\$450.00	\$960.00
14		RUBBER	RUBBER	4					Post Poly		
		\$180.00	\$180.00	\$150.00					\$700.00		\$1,210.00
15		RUBBER	RUBBER	4						PICNIC	
		\$180.00	\$180.00	\$150.00						\$450.00	\$960.00
16		RUBBER	RUBBER	4					Post Poly		

[illegible]

**RESOLUTION 2021-26
ST. CLAIR COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE SUBMISSION OF A GRANT APPLICATION TO
COMMUNITY FOUNDATION OF SOUTHEAST MICHIGAN – RALPH C. WILSON, JR.
LEGACY FUND**

WHEREAS, the St. Clair County Board of Commissioners desire to provide and promote creative, active and safe outdoor play opportunities for everyone regardless of age, social-economic situation or physical abilities; and

WHEREAS, the Community Foundation for Southeast Michigan, thru the Ralph C. Wilson, Jr. Legacy Fund is currently accepting applications for consideration of grant funding up to a maximum of \$25,000 for youth sport programs and sport sampling initiatives with a recommendation of local matching funds in the form of financial set asides, donations, fundraisers, in-kind services or similar resources; and

WHEREAS, on October 13, 2021, the St. Clair County Parks and Recreation Commission authorized support for submission of a grant application to the Legacy Fund to benefit area youth; and

WHEREAS, the Columbus County Park has the opportunity to expand and design an 18-hole disc golf course, along with related amenities; and

WHEREAS, the St. Clair County Parks and Recreation Commission and their local partners look forward to the opportunity to introduce and encourage sport sampling for all ages and abilities;

NOW THEREFORE, BE IT RESOLVED, that the St. Clair County Board of Commissioners hereby authorized and approved the submission of a grant proposal to the Community Foundation for Southeast Michigan's Ralph C. Wilson, Jr. Legacy Fund for consideration of a \$20,000 grant with a local match of \$20,000 from combined resources consisting of St. Clair County Parks and Recreation Commission allocations, local donations, and in-kind services.

BE IT FURTHER RESOLVED that the Executive Director, a position currently held by Nancy Winzer, is hereby authorized to accept any offers, local match funds or donations, and execute all necessary grant agreements or documents related thereto and to act as the project's authorized representative.

DATED: December 2, 2021

Reviewed and Approved As To Form By:

Gary A. Fletcher
County Corporation Counsel
1411 Third Street Suite F
Port Huron, MI 48060

Fort Gratiot Lighthouse Lantern Room/Watch Room Restoration Project

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	Memo	11/22/2021	Cover Memo
📎	Contract Approval Request - Arisco Contracting Group Lighthouse	11/22/2021	Cover Memo
📎	Bid Opening Sheet	11/22/2021	Cover Memo
📎	Proposed Contract	11/22/2021	Cover Memo



COUNTY OF ST. CLAIR



Memo

To: Nancy Winzer, Director
From: Dennis C. Delor
RE: Lantern Room/Watch Room Restoration Recommendation
Date: November 22, 2021
Cc: Parks Commission, Board of Commissioners

The following bids were solicited and received for the Fort Gratiot Lighthouse Lantern Room/Watch Room restoration project-

<u>Contractor</u>	<u>Estimate</u>
Arisco Contracting Group	\$42,200*
(add-on, if necessary)	\$1,400
National Restoration	\$59,000

A MLAP Grant was awarded by MSHDA in the spring of 2021. When the MLAP grant was written in 2020, the estimated cost for restoring the Lantern/Watch Room portion of the Fort Gratiot Lighthouse was around \$25,000. Rising material and mobilization costs led to a higher bid estimate, as shown. The MLAP grant is in the amount of \$16,667, which the Friends of the Fort Gratiot Light will provide our local match of \$8,333. The remaining \$18,600 will come from the St. Clair County Park millage.

The Lantern Room/Watch Room restoration project includes the following-

Lantern Room-

Glass installation, windows (7)
Metal work, repairs, material, labor
Painting, scraping and caulk

Watch Room-

Custom woodwork, repairs and replacement doors
(Inner Gallery door repairs, Gallery cabinet, clock weight doors)
Cast iron floor and ceiling repairs
Masonry repairs
Painting, scraping and caulk
Metal floor repair and paint
Glass floor (material and installation)

Optional Add-On Missing Elements

Brass Handles (ARISCO quote \$400)

Window Stiles (ARISCO quote \$1,000)

We recommend **Aristo Contracting Group** be awarded the base contract for \$42,200 and ask for the approval of the additional \$1,400 for optional add-ons, if necessary. With the add-ons, the total amount for the contract would be **\$43,600.00**.



COUNTY OF ST. CLAIR
Purchasing Division



CONTRACT APPROVAL REQUEST

- | | | |
|---|--|--|
| ☒ NEW CONTRACT | ☐ CONTRACT RENEWAL | ☐ CONSOLIDATION OF EXISTING CONTRACTS |
| ☒ BIDS REQUIRED | ☐ NO BIDS REQUIRED | |
| ☒ BIDS RECEIVED | ☐ SINGLE SOURCE | |
| ☒ BOC POLICY COMPLIANCE | ☐ CONTRACT EXTENSION | |
| ☐ REVIEWED BY CORP COUNSEL | ☐ INCREASE WITHIN CPI-U | |
| | ☐ VALUE LESS THAN THRESHOLD | |

VENDOR: Arisco Contracting Group Inc.

VALUE: Not to exceed \$42,200

TERM: Expires 4/1/22

CONTRACT TYPE: Professional Services

SERVICE DESCRIPTION: Restoration of Fort Gratiot Lighthouse Lantern Room

DEPARTMENT(S): Parks and Recreation

COMMENTS: RFP-PR-0821-420 was posted to MITN in July and two proposals were received. Partial funding for this project will be provided by a \$16,667 grant from Michigan Lighthouse Assistance Program (MLAP) through the Michigan State Historic Preservation Office (SHPO).

RFP- PR-0821-420 Fort Gratiot Light Station Lantern Room Restoration

VENDOR	DATE,TIME RECD	TOTAL BID AMT	COMMENTS
National Restoration Inc.	10/29/21 1:50 PM	\$59,000.00	Alternate T&M Oakland County contract #6325
Arisco Contracting Group Inc.	10/29/21 1:39 PM	\$42,200.00	Optional Add On: Brass Handles \$400
			Optional Add On: Window Stiles \$1,000



COUNTY OF ST. CLAIR



COUNTY OF ST. CLAIR, MICHIGAN

Parks and Recreation Department

PROFESSIONAL SERVICE CONTRACT

Contract Expiration Date: April 1, 2022

Contract – NOT TO EXCEED \$42,200

*Not to exceed specified amount without written authorization from a St. Clair County authorized representative.

This “Contract” is made between the COUNTY OF ST. CLAIR, a Michigan Constitutional Corporation, hereinafter called “County”, and the “Contractor” as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a “Party” or jointly as the “Parties”.

COUNTY OF ST. CLAIR, MICHIGAN 200 Grand River Port Huron, MI 48060 (herein, the “County”)	ARISCO CONTRACTING GROUP INC. 31485 Groesbeck, Suite B Fraser, MI 48026 (herein, the “Contractor”)
--	---

This Contract is organized and divided into the following “Section” or “Sections” for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR’S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR’S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:



COUNTY OF ST. CLAIR



§ 1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. “Contractor Employee” means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licenses, concessionaires, contractors, subcontractors, independent contractors, contractor’s supplies, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any person who was a Contractor Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. “Claims” means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, courts costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the county, or for which the county may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any all alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. “County” means the County of St. Clair, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agent” as defined below.
- 1.4. “County Agent” means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons’ successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. “County Agent” shall also include any person who was a “County Agent” anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. “Day” means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. “Contract Documents” This contract includes and fully incorporates herein all of the following documents:



COUNTY OF ST. CLAIR



1.6.1. Attachment I: Scope of Contractor's Services

1.6.2. Attachment II: Contractor's Fee Schedule

1.6.3. Attachment III: Contractor Insurance Requirements

§ 2. **CONTRACT EFFECTIVE DATE AND TERMINATION**

2.1. The effective date of this Contract shall be December 17, 2021, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties under no obligation are to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:

2.1.1. This Contract is signed by Contractor Employee, legally authorized to bind the Contractor.

2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions Precedent to the Contract have been submitted and accepted by the County.

2.1.3. An authorized agent of the County of St. Clair, Michigan as provided for on the signature page of this Contract, shall be the final signatory to this Contract.

2.2. Upon the expiration of this Contract the County has the option, at the County's sole discretion, of extending this Contract for an additional term determined by the extensions on the same terms and conditions contained herein. The County shall not be obligated to pay Contractor any contract extension fee if the County elects to extend.

2.3. As a government entity, County of St. Clair tax ID#38-6006420, the County is exempt from Federal Excise, State Sales Tax, Personal Property Tax, and Use Tax.

2.4. The County may cancel the contract for its convenience, in whole or in part, by giving the contractor written notice 30 days prior to the date of cancellation. If the County chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.

§ 3. **SCOPE OF CONTRACTOR'S SERVICES**

3.1. The Contractor shall perform all services identified and itemized in Attachment I: "Scope of Contractor's Services" which is attached hereto and incorporated and made part of this Contract.

§ 4. **COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES**



COUNTY OF ST. CLAIR



- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor for any Contractor services under this Contract shall be as defined in Attachment II: "Contractor's Fee Schedule" which is attached hereto and incorporated and made a part of this Contract.
- 4.1.1. In no event, shall the County's amount due and owing the Contractor for any and all services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 30 days before this event.
- 4.1.2. The Contractor will invoice the County per event for services rendered. The Contractor will provide a work sheet detailing the work that was completed per the Contractor proposal. The County shall have no obligation to make payment until a proper invoice of service is submitted.
- 4.1.3. The Contract has no security deposit requirements and no money down. The County will not be responsible for any documentation fees, filing fees, title fees, and insurance fees.
- 4.1.4. The invoices shall be submitted in the form requested by the County. All invoices pertaining to this Contract will reference County purchase order number **P_____**.
- 4.2. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by Contractor in connection with or resulting from the Contractor's providing any services under this Contract arising out of this Contract or any claimed breach of this Contract.

§ 5. **CONTRACTOR'S ASSURANCES AND WARRANTIES**

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Services and Supplies. The Contractor is responsible for providing services and supplies not expressly required to be provided by the County herein.



COUNTY OF ST. CLAIR



- 5.4. Taxes. The Contractor shall pay, its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind. The Contractor shall be responsible for any and all personal property taxes on any and all equipment provided under this Contract. The County shall not be liable to or required to reimburse the Contractor for personal property taxes paid.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Right to Inspect. The County may, at reasonable times, inspect the plant, place of business, or work site of the Contractor or Subcontractor, which is pertinent to the performance of this contract.
- 5.7. Contractor Employees.
- 5.7.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.7.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee.
- 5.7.3. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County. Such Contractor Employees will be required to sign a Confidentiality Agreement provided by the Contractor if requested by the County. This documentation may, upon the County's request, be made available for review and verification.
- 5.8. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adhere to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employees related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and



COUNTY OF ST. CLAIR



any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- 5.9. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied all material in respects that it will be able to perform all obligations under the Contract as specified herein.
- 5.10. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents, or sub-contractors of the County.

§ 6. CONTRACTOR INDEMNIFICATION and INSURANCE REQUIREMENTS

6.1. Indemnification.

- 6.1.1. Contractor shall indemnify and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.
- 6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County of non-collectible accounts.
- 6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided herein.
- 6.1.4. Contractor waives and releases all actions, liabilities, loss and damage including any subrogation rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.



COUNTY OF ST. CLAIR



6.2. Insurance Requirements.

6.2.1 At all times during this Contract, the Contractor shall obtain and maintain insurance according to the specifications indicated in Attachment III.

§ 7. GENERAL TERMS AND CONDITIONS

7.1 Cumulative Remedies. A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

7.2. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

"CONTRACTOR'S ASSURANCES AND WARRANTIES";

"CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION";

"DAMAGE CLEAN UP TO COUNTY PROPERTY AND/OR PREMISES";

"AUDIT";

"SEVERABILITY";

"GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE"; AND

"SURVIVAL OF TERMS AND CONDITIONS".

7.3. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.

7.4. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.

7.5. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.

7.6. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.



COUNTY OF ST. CLAIR



- 7.7. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap, or other protected category in violation of State and Federal law.
- 7.7.1 Contractor shall promptly notify the County of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by Contractor.
- 7.7.2 The County, in its discretion, may consider any illegal discrimination described above as breach of this Contract and may terminate or cancel this Contract immediately with notice.
- 7.8. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.9. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 7.10. Damage Clean Up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be completed to the County's satisfaction, Contractor shall reimburse the County the actual cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.
- 7.11. Contractor Use of Confidential Information. The Contractor and/or Contractor Employees shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Contractor Employee. The Contractor and the Contractor Employee shall not use the Confidential Information for any purpose other than performing its services under this Contract.
- 7.11.1 This Contract imposed no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.



COUNTY OF ST. CLAIR



- 7.11.2 As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential.
- 7.12. Grant Compliance. If any part of this Contract is supported or paid with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements. **This project is funded in part by a Michigan Lighthouse Assistance Program (MLAP) grant through the State Historic Preservation Office (SHPO).**
- 7.13. Delegation/Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.13.1 The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.
- 7.13.2 Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.13.3 The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.13.4 Should a subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.13.5 This Contract cannot be sold.
- 7.13.6 In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.14. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to the County.
- 7.15. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights



COUNTY OF ST. CLAIR



with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

- 7.16. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.
- 7.17. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have a substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- 7.18. Notices. Notices given under this Contract shall be in writing addressed to the person listed below and shall be delivered by certified mail with signature required. Notice will be deemed given when the person listed below has signed the certified receipt of mailed letter.
- 7.18.1. If notice is sent to the Contractor, it shall be addressed to:
- Arisco Contracting Group Inc.
31485 Groesbeck
Suite B
Fraser, MI 48026
- 7.18.2. If notice is sent to the County, it shall be addressed to:
- County of St Clair, MI
Attn: Accounts Payable
200 Grand River, Ste 203
Port Huron, MI 48060
- 7.18.3 Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.
- 7.19. Contract Modifications of Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who



COUNTY OF ST. CLAIR



signed the Contract for the County or other County Agent as authorized by the County Administrator/Controller.

7.20. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.20.1 The terms and conditions contained in this main Contract document shall prevail and take precedence over any allegedly conflicting provisions in all other attachments or documents.

7.21. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the 31st Circuit Court of the State of Michigan or the 72nd District Court of the State of Michigan, as dictated by applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.22. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned executes this Contract on behalf of Contractor and the County, and by do so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: _____
Authorized Signer

DATE: _____

FOR THE COUNTY:

BY: _____
Karry Hepting, Administrator/Controller

DATE: _____



COUNTY OF ST. CLAIR



ATTACHMENT I

STATEMENT OF CONTRACTOR'S SERVICES

Specific work to be completed:

Lantern Room - The failing, non-historic wood window stiles and damaged Plexiglas windows (10) will be removed. All interior and exterior lantern surfaces currently covered in wood to be removed will be cleaned, repaired, and repainted. New 3/8" tempered glass panels will be installed in the original openings. The non-historic plywood ceiling will be removed to expose the original tin ceiling and vent that was critical to the correct operation of the Fresnel lens. Tin ceiling surfaces will be cleaned, repaired, and repainted. The non-historic flooring will be removed, and a transparent, weight bearing glass floor will be installed.

Watch Room – The interior brick walls will be repaired, filling cracks with the correct mortar. Ventilation ports will be cleaned out and the historic louvers restored to function properly, which are critical to air circulation. The iron flooring, ceiling and the ladder to the Lantern Room will be stabilized and repaired as needed. They will be repainted to restore their 1930's appearance. Modern wiring will be re-routed and streamlined to improve historic appearances. Interior walls will be recoated with the approved masonry coating, which is Sherwin Williams Loxon XP.

Landing 3- On landing number three in the stairwell, a unique built-in storage cabinet will be repaired and repainted. Replica wood doors will be made to match the original openings. This cabinet will securely hold artifacts/replicas to enhance interpretation of the keeper's duties. Missing doors on the clock weight cavities (2) will also be replicated to match the original appearance. The missing weight slot shelf will be replicated (based on images provided by SHPO).

The Fort Gratiot Lighthouse is an historic structure; all work shall comply with the Secretary of the Interior's "Standards for the Treatment of Historic Properties".



COUNTY OF ST. CLAIR



ATTACHMENT II

CONTRACTOR'S FEE SCHEDULE



31485 Groesbeck, Suite B
Fraser, MI 48026

P (313) 432-2220
F (313) 432-2192
www.arisco.co

CUSTOMER: Dennis Delor ddelor@stclaircounty.org
ESTIMATORS: David Schwark dschwark@arisco.co 586-709-5041

DATE: October 29, 2021
PROPOSAL NUMBER: 2021-063

Fort Gratiot Lighthouse 2802 Omar St, Port Huron MI 48060

Arisco Contracting Group Inc. is pleased to submit a competitive proposal on the above captioned project to your firm including labor, materials, equipment and insurance, per email provided by the Owner, except as noted below, for bid divisions(s)

INCLUDED ITEMS: Based on open access to work areas

Windows and Glass Floor: \$11,051.00 (Port Huron Glass)

Lighthouse Repair Work: \$31,149.00

Work Scope- Landing 3

- Repair/Repaint storage cabinet
- Replicate wood doors on cabinet and weight cavities
- Replicate missing weight shelf

Work Scope- Watch Room

- Repair brick wall with mortar
- Repair ventilation ports and louvers
- Repair and paint flooring, ceiling, and ladder
- Recoat walls with Sherwin Williams Loxon XP

Work Scope- Lantern Room

- Install new Plexiglass windows (7)
- Clean/Repair/Repaint interior/exterior surfaces covered in wood
- Tin ceiling surfaces cleaned and repainted
- Install 1 ¼" thick weight bearing plexiglass floor with 3" lip, 7 ½" hole center and hatch opening
- Lift for installing glass floor
- Windows and Floor installed by Port Huron Glass

EXCLUDED ITEMS:

- Work Not Specifically Included (see left)
- Multiple Mobilizations (unless specified otherwise at left)
- Project Labor Agreement
- Overtime / Shift Work
- Permits / Testing / Inspections
- Temporary Protection
- 'Delay-Of-Job' Cost(s) / Special (Tax) Assessments
- Changes in The Work
- Dumpster(s)
- Lintels / Lintel Sealants



COUNTY OF ST. CLAIR



Optional Add On: Brass Handles \$400.00

Optional Add On: Window Stiles \$1,000.00

We propose to complete the work as outlined above for a sum of:

**** \$42,200.00 ****

Forty-Two Thousand Two Hundred and 00/100 Dollars

We anticipate duration of (TBD) WORKING DAYS on this project; please note that this estimated duration does not include delays of any kind. These delays could include, but are not limited to: weather conditions, delays caused by other contractors, and/or permitting issues. Payments are to be made NET THIRTY (30) DAYS, or be subjected to finance charges of 18% per annum.

ACCEPTED BY:

Print

Name: _____ Signature: _____ Date: _____



ATTACHMENT III

CONTRACTOR INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work in the County of St. Clair until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage(s) shall be with insurance carriers acceptable to the County of St. Clair.

- ☒ **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- ☒ **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of the proposed contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse and Underground Exclusions, if applicable.
- ☒ **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- ☒ **Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The County of St. Clair, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of St. Clair as additional insured, coverage afforded is considered to be primary and any other insurance the County of St. Clair may have in effect shall be considered secondary and/or excess.

Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Ten (10) days for non-payment of premium, Non-Renewal, Reduction, and/or Material Change shall be sent to: County of St. Clair, Attn: Lori Parent, Risk Management Coordinator, 200 Grand River Ave., Ste. 203, Port Huron, MI 48060.



COUNTY OF ST. CLAIR



If any of the above coverages expire during the term of the contract, the contractor shall deliver renewal certificates and/or policies to the County of St. Clair at least Ten (10) days prior to the expiration date.

Proof of Insurance Coverage

The contractor shall provide the County of St. Clair at the time of execution of the contracts, a copy of Certificates of Insurance **as well as required endorsements** for all coverage listed above.

Please direct all questions or inquiries
relative to contractor insurance requirements to:

Lori Parent, Risk Management Coordinator

County of St. Clair

200 Grand River Ave., Ste. 203

Port Huron, MI 48060

Phone: (810) 989-6313

Fax: (810) 985-3463

Email: lparent@stclaircounty.org

Smiths Creek Landfill Activities Reports

Summary:

ATTACHMENTS:

	Description	Upload Date	Type
📎	October Volume	11/19/2021	Exhibit
📎	Landfill Gas to Energy	11/19/2021	Exhibit
📎	Data Comparisons 2018-2021	11/19/2021	Exhibit

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
VOLUME REPORT
OCTOBER 2021

CUSTOMER	DEMO (TONS)	MUNICIPAL SOLID WASTE (TONS)	SPECIAL WASTE (TONS)	TOTAL TONS	TOTAL YARDS
BASIC TRANSPORTATION GROUP, LLC	0	7,193	0	7,193	23,160
CARGILL SALT	14	29	517	560	1,090
CURRAN RECYCLING LTD.	0	3,295	0	3,295	9,720
EMTERRA ENVIRONMENTAL USA	41	2,897	15	2,953	8,087
GROVE RECYCLING SERVICES	0	734	0	734	6,510
JEFF'S RUBBISH DISPOSAL	82	1,321	0	1,403	4,501
MARCOTTE DISPOSAL	31	1,635	0	1,666	5,352
SOUTH BARRIE TRANSFER LTD	0	2,164	0	2,164	6,720
WASTE MANAGEMENT	135	2,012	12	2,159	9,600
OTHER CUSTOMERS	<u>2,807</u>	<u>2,306</u>	<u>568</u>	<u>5,681</u>	<u>21,987</u>
	3,110	23,585	1,112	27,808	96,727

SEPTAGE CUSTOMERS	TOTAL GALLONS	TOTAL YARDS	TOTAL TONS
ALLEMON SEPTIC SERVICE	14,475	72	59
CARLS SEPTIC	28,496	141	116
JAY'S SEPTIC SERVICE	12,564	62	51
LEES SEPTIC SERVICE LLC	39,670	196	162
R&P HODGES SEPTIC SERVICE	73,625	364	301
RATTEE SEPTIC	77,131	382	315
SCOTTY'S POTTY'S	<u>9,386</u>	<u>46</u>	<u>38</u>
	255,346	1,264	1,042

TOTAL YARDS 97,991
TOTAL TONS 28,850

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
GAS TO ENERGY
2021

2021	Plant Efficiency	Electric Power Sale Royalty	Section 45 Tax Credit Royalty	Additional Gas Rights	Total Revenue
January	97.7%	\$ 56,704	\$ 11,111	\$ 4,024	\$ 71,839
February	89.9%	\$ 47,386	\$ 9,177	\$ 4,024	\$ 60,587
March	91.3%	\$ 51,939	\$ 10,181	\$ 4,024	\$ 66,144
April	93.7%	\$ 52,133	\$ 10,201	\$ 4,024	\$ 66,358
May	98.3%	\$ 54,417	\$ 10,667	\$ 4,024	\$ 69,108
June	94.9%	\$ 50,444	\$ 9,996	\$ 4,024	\$ 64,465
July	98.9%	\$ 56,796	\$ 11,127	\$ 4,024	\$ 71,947
August	96.8%	\$ 55,046	\$ 10,768	\$ 4,024	\$ 69,838
September	90.5%	\$ 47,872	\$ 9,335	\$ 4,024	\$ 61,231
October	97.2%				\$ -
November					\$ -
December					\$ -
Total	94.9%	\$ 472,737	\$ 92,564	\$ 36,216	\$ 601,517

COUNTY OF ST CLAIR
SMITHS CREEK LANDFILL
COMPARISON
2018- 2021

Year Month	2018 Tons	2019 Tons	2020 Tons	2021 Tons	2021 Income	2021 Expense*	2021 Net
January	40,066	16,090	22,917	19,901	\$ 781,506	\$ 214,720	\$ 566,786
February	22,883	16,010	20,284	19,118	\$ 805,969	\$ 270,740	\$ 535,230
March	25,290	20,319	21,928	34,858	\$ 810,131	\$ 350,643 *	\$ 459,489
April	24,161	26,568	17,404	39,622	\$ 636,233	\$ 1,143,664 **	\$ (507,431)
May	28,333	32,958	22,192	31,164	\$ 770,866	\$ 515,653	\$ 255,213
June	32,221	26,425	26,795	31,515	\$ 857,324	\$ 404,678	\$ 452,646
July	32,573	29,270	26,303	30,695	\$ 608,382	\$ 918,915 ***	\$ (310,534)
August	30,375	25,832	24,824	30,983	\$ 938,541	\$ 326,099	\$ 612,443
September	26,790	25,734	29,798	30,478	\$ 936,145	\$ 604,040	\$ 332,105
October	23,903	27,927	54,751	28,850	\$ 567,572	\$ 163,846	\$ 403,725
November	19,836	24,899	44,857				\$ -
December	18,692	21,665	45,554				\$ -
Total	325,123	293,698	357,607	297,184	\$ 7,712,669	\$ 4,912,998	\$ 2,799,671

Landfill Expenses detailed in the Income and Expense Report (ONESolution).

* SRF Bond Interest \$106,616

** Appropriation Transfer Out \$900,000 Road Commission

*** Landfill Cost Allocation \$128,297

Monthly PARC Financial Documents

Summary:

ATTACHMENTS:

Description		Upload Date	Type
	PARC Finance Committee Meeting Minutes 11/1/21	11/16/2021	Cover Memo
	PARC Budget Year to Date 9/30/21	11/16/2021	Cover Memo

MINUTES
ST. CLAIR COUNTY PARKS AND RECREATION COMMISSION
FINANCE COMMITTEE
Monday, November 1, 2021

1. **Call Meeting to Order:** The meeting was called to order at 4:30 p.m. by Chair Bier in the Single Keeper's Building at the Fort Gratiot Light Station, Port Huron, Michigan.
2. **Roll Call:** Bier, Cooper, Leto, McNamee, Smith, and Ward
Excused: Haggerty
Absent: None
3. **Approval of Minutes: Motion** by Cooper, supported by Leto to approve the minutes of the October 4, 2021, meeting as presented. Motion carried unanimously.
4. **Receipt of Financial Reports: Motion** by Ward, supported by Smith to recommend receipt of the financial reports for the period ending September 30, 2021, as presented. Motion carried unanimously.
5. **Proposals:**
 - a. **North Channel Authorizing Resolution:** Nancy spoke with John Mayer from the DNR, and he said we could close on the property this year to save on interest costs. Committee suggested that Nancy meet with Karry Hepting to make sure it is acceptable to pay the money upfront before the grant is completed. This resolution is a preliminary step for the closing to be completed promptly when the time comes. **Motion** by McNamee, supported by Ward to recommend PARC approve Resolution 2021-05 authorizing the payment and execution of closing documents for the North Channel property as presented. Motion carried unanimously.
 - b. **Revised 2022 Proposed Budget:** Corrections to the previously approved budget were necessary because the employee healthcare/benefits numbers were inaccurate. **Motion** by Cooper, supported by Leto to recommend PARC approve the revised 2022 proposed budget as presented. Motion carried unanimously.
 - c. **Cost for Booth at FGCP:** Brad and Nancy did some rough calculations to see the startup costs and staffing expenses to charge non-residents to enter Fort Gratiot County Park. This was presented as information only. No action was taken.
 - d. **Manning Table Proposed Changes: Motion** by Ward, supported by Smith to recommend PARC approve the changes to the manning table as presented. Motion carried unanimously.
6. **Invoices Paid in August:** Invoices totaling \$33,235.00 were paid in October.
7. **Local Millage Distribution Reports: Motion** by Ward, supported by Leto to approve the millage distributions for the Townships of Berlin (\$16,013), Brockway (\$9,857), Emmett (\$11,626), Kimball (\$45,616), Lynn (\$5,991) and Wales (\$15,833). Motion carried unanimously.
8. **Capital Asset Inventories:** None.
9. **Other:** None.
10. **Next Meeting Date and Location:** The next Finance Committee meeting is scheduled for Monday, December 6, 2021, at 4:30 p.m. at the Fort Gratiot Light Station.
11. **Adjournment: Motion** by Cooper, supported by Leto to adjourn. The meeting was adjourned at 5:29 p.m.

**St Clair County
Parks and Recreation Commission
09/30/2021**

Object	Object Description	2020 Budget	9/30/20 Actual	2021 Budget	9/30/21 Actual
4007	Current Property Taxes	3,060,300.00	3,060,353.27	3,121,500.00	3,178,368.11
4033	Current Personal Property Tax	1,600.00	1,644.02	1,500.00	1,791.97
4043	Delinq Real Prp Tx-Extra Voted	1,200.00	1,216.14	1,000.00	1,252.97
		3,063,100.00	3,063,213.43	3,124,000.00	3,181,413.05
4332	Federal Grants - Operating	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
4450	State Grants - General	0.00	0.00	0.00	0.00
4452	State Grants - Operating	0.00	0.00	1,425,300.00	0.00
4573	Local Comm Stabilization Shar	25,700.00	25,770.48	6,000.00	0.00
		25,700.00	25,770.48	1,431,300.00	0.00
4689	Charges for Services - Fees	64,000.00	63,611.25	64,000.00	117,470.50
4836	Chrgs Fr Srvcs-Use&Admissn Fee	12,400.00	12,450.00	12,400.00	14,140.00
		76,400.00	76,061.25	76,400.00	131,610.50
4882	Interest Revenue	12,000.00	11,172.13	10,000.00	3,615.09
4883	Interest on Delinquent Taxes	200.00	177.84	500.00	231.92
		12,200.00	11,349.97	10,500.00	3,847.01
4909	Sale of Fixed Assets	12,000.00	0.00	10,000.00	0.00
4916	Cntrbtn&Donatn Frm Privat Srcs	52,600.00	32,660.00	0.00	27,083.53
4956	Refunds and Rebates Received	600.00	615.78	500.00	2,288.04
4969	Miscellaneous	0.00	0.00	500.00	200.00
4979	Cash Over & Short	0.00	0.00	0.00	0.00
		65,200.00	33,275.78	11,000.00	29,571.57
5050	Salaries&Wages-Appntd Official	3,000.00	1,609.51	3,000.00	1,500.00
5083	Salaries&Wages-Supervisory	91,500.00	66,155.56	91,500.00	59,121.76
5099	Salaries&Wages-Regular	444,000.00	342,793.83	444,000.00	327,704.04
5105	Salaries&Wages - Parttime	320,000.00	150,007.97	320,000.00	177,813.68
5116	Salaries&Wages-Temporary	100,000.00	73,128.32	160,000.00	87,024.00
5132	Salaries&Wages-Overtime	2,000.00	0.00	2,000.00	226.49
5182	Employer Provided Health Insur	130,000.00	83,599.20	130,000.00	75,482.76
5231	Employer Provided Life Insur	1,200.00	486.18	1,200.00	459.69
5248	Employer Provided Disblty Insr	7,000.00	4,121.05	8,000.00	3,871.35
5281	Employer Retirement Contributn	57,000.00	41,481.93	57,000.00	53,657.16
5285	Employers Retiree Health	14,100.00	10,215.48	14,100.00	8,619.32
5290	Employer 457 Match	15,000.00	9,728.51	17,000.00	9,893.90
5330	Employer's FICA Contribution	55,000.00	38,644.14	55,000.00	39,987.58
5347	Employer's Medicare Contributn	14,000.00	9,037.84	14,000.00	9,351.99
5363	Unemployment Insurance	3,000.00	505.79	3,000.00	512.86
5380	Workers Compensation Insurance	7,500.00	3,782.53	8,000.00	3,755.78
5394	Employee Mileage Reimbursement	3,000.00	779.37	3,000.00	261.30
5396	Employee Travel	3,000.00	2,388.94	7,000.00	258.40
5397	Employee Meals	500.00	228.00	900.00	0.00
5398	Employer Provided Uniforms	3,000.00	1,892.00	4,000.00	2,061.49
5404	Employee Dues & Subscriptions	2,500.00	1,210.00	2,500.00	20.00
5410	Employee Health and Welfare	1,000.00	992.00	1,000.00	344.00
5420	Contracted Labor	0.00	0.00	0.00	88,400.00

**St Clair County
Parks and Recreation Commission
09/30/2021**

Object	Object Description	2020 Budget	9/30/20 Actual	2021 Budget	9/30/21 Actual
		1,277,300.00	842,788.15	1,346,200.00	950,327.55
5446	Supplies	80,000.00	53,235.28	105,000.00	70,463.84
5545	Fuel	20,000.00	11,010.41	26,000.00	22,275.95
		100,000.00	64,245.69	131,000.00	92,739.79
6683	Legal Services	2,000.00	800.00	3,000.00	120.00
6749	Professional Services	60,000.00	50,957.52	80,000.00	108,494.10
7013	Maintenance Contracts	6,000.00	3,234.72	8,000.00	2,939.00
7508	Internet Access	2,000.00	1,105.65	2,000.00	3,239.10
7541	Telephone	6,000.00	4,356.54	6,000.00	4,157.76
7591	Cellular Phone	3,000.00	2,135.65	3,200.00	2,019.83
7700	Licenses, Permits, & Fees	2,000.00	730.36	2,000.00	1,592.95
7723	Postage/Freight	25,000.00	12,173.02	37,000.00	12,124.03
8036	Program Promotion	20,000.00	0.00	50,000.00	0.00
8300	Printing and Publishing	40,000.00	19,608.35	54,000.00	16,185.84
8531	Training	2,000.00	900.00	8,000.00	1,539.00
8548	Regulatory Updates/Reference	400.00	0.00	400.00	0.00
8581	County Membership	1,700.00	1,530.00	1,700.00	2,315.00
8647	Electric Utility	40,000.00	21,648.04	43,000.00	28,873.27
8663	Gas Utility	10,000.00	5,637.25	13,000.00	6,482.40
8680	Water/Sewer Utility	3,400.00	2,575.53	3,400.00	3,128.75
8795	Repairs and Maintenance	105,000.00	26,281.92	110,000.00	42,313.21
8977	Equipment Rental	9,000.00	1,644.91	10,000.00	1,875.33
9092	Local Unit Fee	765,500.00	481,433.00	781,000.00	535,806.00
9208	Miscellaneous	1,200.00	0.00	1,200.00	0.00
9356	Refunds Paid	500.00	0.00	500.00	3,811.25
		1,104,700.00	636,752.46	1,217,400.00	777,016.82
9472	Land	400,000.00	326,958.98	1,630,000.00	6,344.72
9480	Uncapitalized Assets < \$5,000	50,000.00	30,462.40	80,000.00	50,237.40
9521	Land Improvements	50,000.00	25,000.00	400,000.00	0.00
9538	Buildings	150,000.00	95,860.00	300,000.00	94,542.27
9554	Equipment	120,000.00	15,200.00	50,000.00	96,343.88
9620	Vehicles	60,000.00	33,062.95	100,000.00	0.00
		830,000.00	526,544.33	2,560,000.00	247,468.27
9868	Interest Expense	0.00	0.00	0.00	0.00
9884	Late Payment Fees	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
9934	Appropriation Transfer Out	197,800.00	197,753.00	200,000.00	140,891.00
		197,800.00	197,753.00	200,000.00	140,891.00
Revenue Total:		3,242,600.00	3,209,670.91	4,653,200.00	3,346,442.13
Expense Total:		3,509,800.00	2,070,330.63	5,454,600.00	2,208,443.43
Net:		-267,200.00	1,139,340.28	-801,400.00	1,137,998.70

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
208000	Parks & Recreation				
208000 -2530	BEHN, SABRINA	SEC DEPOSIT RETURN	00284647	09/16/2021	500.00
208000 -2530	BISHOP, JODI	SEC DEPOSIT RETURN	00284320	09/02/2021	500.00
208000 -2530	BLOINK, JUDY	SEC DEPOSIT RETURN	00284321	09/02/2021	100.00
208000 -2530	CARTER, ELIZABETH	SEC DEPOSIT RETURN	00284662	09/16/2021	500.00
208000 -2530	DOWNEY, CAMILLE	SEC DEPOSIT RETURN	00284858	09/23/2021	200.00
208000 -2530	DUNSMORE, JODI	SEC DEPOSIT RETURN	00284349	09/02/2021	500.00
208000 -2530	EMHA	SEC DEPOSIT RETURN 7/11/21	00284353	09/02/2021	300.00
208000 -2530	EMHA	SEC DEPOSIT RETURN 7/8/21	00284353	09/02/2021	300.00
208000 -2530	EMHA	SEC DEPOSIT RETURN 8/22/21	00284353	09/02/2021	300.00
208000 -2530	FRIEND, SARA JO	SEC DEPOSIT RETURN	00284364	09/02/2021	500.00
208000 -2530	GOSSELIN, BARB	SEC DEPOSIT RETURN	00284368	09/02/2021	200.00
208000 -2530	GRAZIADEI, DOMINIC	SEC DEP RTRN MIDDLE EXH BLDG	00284880	09/23/2021	500.00
208000 -2530	GRAZIADEI, DOMINIC	SEC DEP RTRN COL BIBLE CHURCH	00284880	09/23/2021	200.00
208000 -2530	HALL, TRAVIS	SEC DEPOSIT RETURN	00285036	09/30/2021	100.00
208000 -2530	HANKINS, TARA	SEC DEPOSIT RETURN	00285038	09/30/2021	100.00
208000 -2530	HARRIS, BRITNEY	SEC DEPOSIT RETURN	00284372	09/02/2021	100.00
208000 -2530	HULL, LISA	SEC DEPOSIT RETURN	00284374	09/02/2021	100.00
208000 -2530	LAVERE, TERRY	SEC DEPOSIT RETURN	00284903	09/23/2021	500.00
208000 -2530	NIEMIETZ, SENIZ	SEC DEPOSIT RETURN	00284744	09/16/2021	100.00
208000 -2530	SCHAEFER, DAWN	SEC DEPOSIT RETURN	00284758	09/16/2021	100.00
208000 -2530	SEAYER, AVORIE	SEC DEPOSIT RETURN	00284935	09/23/2021	200.00
208000 -2530	SHARPE, CHRIS	SEC DEPOSIT RETURN	00284421	09/02/2021	100.00
208000 -2530	ST CLAIR COUNTY 4H COUNCIL	SEC DEPOSIT RETURN	00284769	09/16/2021	200.00
Total Customers Depst&Interest Pyble				2530	6,200.00
Org Key Total				208000	6,200.00
208751	Recreation/Parks				
208751 -5398	MARKETING PROMOTIONS AND EVENT	COMMISSIONER POLOS	00285059	09/30/2021	423.00
Total Employer Provided Uniforms				5398	423.00
208751 -5420	CITY OF PORT HURON MICHIGAN	2021 DIRECTORS SALARY WINZER	00284837	09/23/2021	88,400.00
Total Contracted Labor				5420	88,400.00
208751 -5446	CEDAR HILL GRAPHICS LLC	COUNTY PARKS CAR DECALS	00284833	09/23/2021	100.00
208751 -5446	OFFICE DEPOT INC	JUL 21 OFFICE SUPPLIES	00284397	09/02/2021	104.93
Total Supplies				5446	204.93
208751 -7591	AT AND T MOBILITY II LLC	CHARGES 08/17/21	00284315	09/02/2021	217.17
Total Cellular Phone				7591	217.17
208751 -8795	FIRST VEHICLE SERVICES INC	REPAIRS 07/22-08/21/21	00284696	09/16/2021	919.14
208751 -8795	ST CLAIR COUNTY ROAD COMMISSIO	SIGN REPLACEMENT	00284945	09/23/2021	129.48
Total Repairs and Maintenance				8795	1,048.62
208751 -9092	CITY OF MARINE CITY MICHIGAN	2021 LOCAL MILLAGE DISTRIBUTIO	00284328	09/02/2021	20,707.00
208751 -9092	CITY OF ST CLAIR MICHIGAN	2021 LOCAL MILLAGE DISTRIBUTIO	00284331	09/02/2021	26,737.00
208751 -9092	CITY OF YALE MICHIGAN	2021 LOCAL MILLAGE DISTRIBUTIO	00284332	09/02/2021	9,530.00
208751 -9092	TOWNSHIP OF CASCO MICHIGAN	2021 LOCAL MILLAGE DISTRIBUTIO	00284439	09/02/2021	20,010.00
208751 -9092	TOWNSHIP OF KENOCKEE MICHIGAN	2021 LOCAL MILLAGE DISTRIBUTIO	00284440	09/02/2021	12,041.00
208751 -9092	TOWNSHIP OF RILEY MICHIGAN	2021 LOCAL MILLAGE DISTRIBUTIO	00284441	09/02/2021	16,345.00
208751 -9092	VILLAGE OF CAPAC MICHIGAN	2021 LOCAL MILLAGE DISTRIBUTIO	00284446	09/02/2021	9,213.00
Total Local Unit Fee				9092	114,583.00
Org Key Total				208751	204,876.72
940020	Wadhams to Avoca Trail				
940020 -8300	SIX RIVERS REGIONAL LAND CONSE	LEGAL NOTICE RE SPRAYING	00284424	09/02/2021	159.00

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
		Total Printing and Publishing		8300	159.00
940020 -8647	DTE ENERGY	CHARGES 08/01-08/31/21	00284493	09/09/2021	135.91
		Total Electric Utility		8647	135.91
Org Key Total				940020	294.91
940021	Fort Gratiot County Park				
940021 -4689	HANKINS, TARA	REFUND DUE TO STORM DAMAGE	00285038	09/30/2021	110.00
		Total Charges for Services - Fees		4689	110.00
940021 -5446	JONES EQUIPMENT RENTAL SALES A	SPARK PLUGS & BLADES	00285048	09/30/2021	65.75
940021 -5446	NICHOLS	CLEANING SUPPLIES	00284743	09/16/2021	699.15
		Total Supplies		5446	764.90
940021 -5545	FOSTER BLUE WATER OIL LLC	AUG 21 FUEL	00284699	09/16/2021	56.67
940021 -5545	FOSTER BLUE WATER OIL LLC	AUG 21 FUEL	00284699	09/16/2021	61.58
		Total Fuel		5545	118.25
940021 -7541	MICHIGAN BELL TELEPHONE CO	CHARGES 08/05-09/04/21	00284732	09/16/2021	192.96
940021 -7541	SBC TELECOM INC	CHARGES 08/19/21	00284417	09/02/2021	0.02
		Total Telephone		7541	192.98
940021 -8647	DTE ENERGY	CHARGES 08/05-09/02/21	00284684	09/16/2021	23.24
940021 -8647	DTE ENERGY	CHARGES 08/10-09/08/21	00284859	09/23/2021	179.01
		Total Electric Utility		8647	202.25
940021 -8680	TOWNSHIP OF FORT GRATIOT MICH	CHARGES 05/11-08/06/21	00284956	09/23/2021	934.72
		Total Water/Sewer Utility		8680	934.72
940021 -8795	CARLS SEPTIC SERVICE	PUMP LIFT STATION	00284661	09/16/2021	275.00
940021 -8795	WASTE MANAGEMENT OF MICHIGAN	SEP 21 WASTE RMVL HAUL FGCP	00284965	09/23/2021	226.35
		Total Repairs and Maintenance		8795	501.35
940021 -9554	KENNEDY INDUSTRIES INC	2 GRINDING PUMPS LIFT STATION	00284897	09/23/2021	11,410.00
		Total Equipment		9554	11,410.00
Org Key Total				940021	14,234.45
940026	Columbus County Park				
940026 -5446	ADAIR SALVAGE INC	CEDAR LAP SIDING	00284639	09/16/2021	117.00
940026 -5446	NICHOLS	CLEANING SUPPLIES	00284743	09/16/2021	978.81
940026 -5446	RICHMOND NEW HOLLAND	PLOW MARKERS	00284361	09/02/2021	27.96
940026 -5446	THORPE PRINTING SERVICES INC	24 FLYING DISC SIGNS	00284787	09/16/2021	392.56
940026 -5446	THORPE PRINTING SERVICES INC	4 KIOSK PANELS	00284787	09/16/2021	193.49
940026 -5446	ZIMMERS SALES AND SERVICE	CHAINS, FUEL CAN, BLADES, OIL	00284802	09/16/2021	299.96
		Total Supplies		5446	2,009.78
940026 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00284700	09/16/2021	583.63
		Total Fuel		5545	583.63
940026 -7541	FRONTIER COMMUNICATIONS OF MIC	CHARGES 08/20/21	00284365	09/02/2021	104.24
940026 -7541	FRONTIER COMMUNICATIONS OF MIC	CHARGES 09/01/21	00284704	09/16/2021	185.01
		Total Telephone		7541	289.25
940026 -8300	BOWMAN PRINTING	BROCHURES DISC GOLF OPENING	00284827	09/23/2021	41.34
		Total Printing and Publishing		8300	41.34
940026 -8647	DTE ENERGY	CHARGES 07/27-08/24/21	00284345	09/02/2021	191.67
940026 -8647	DTE ENERGY	CHARGES 07/27-08/24/21	00284345	09/02/2021	209.10
940026 -8647	DTE ENERGY	CHARGES 07/27-08/24/21	00284345	09/02/2021	111.19
940026 -8647	DTE ENERGY	CHARGES 07/27-08/24/21	00284347	09/02/2021	24.97
		Total Electric Utility		8647	536.93
940026 -8663	SEMCO ENERGY	CHARGES 08/02-09/01/21	00284936	09/23/2021	20.26
		Total Gas Utility		8663	20.26
940026 -8795	ABC SERVICES AND FOXFIRE FARM	TREATMENT CARPENTER BEES	00284817	09/23/2021	125.00

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
940026 -8795	ABC SERVICES AND FOXFIRE FARM	SPRAY FOR YELLOW JACKETS	00284977	09/30/2021	125.00
940026 -8795	ABC SERVICES AND FOXFIRE FARM	CARPENTER BEE TREATMENT	00284637	09/16/2021	125.00
940026 -8795	DYCK SECURITY SERVICES INC	SRVC CALL RPLC PANEL BATTERY	00284685	09/16/2021	130.00
940026 -8795	DYCK SECURITY SERVICES INC	SRVC CALL RPLC BATTERIES	00284685	09/16/2021	87.50
940026 -8795	QUALITY LUBE	OIL CHANGE '11 GMC SIERRA CCP	00284749	09/16/2021	30.95
940026 -8795	WASTE MANAGEMENT OF MICHIGAN	SEP 21 WASTE RMVL HAUL CCP	00284965	09/23/2021	57.36
Total Repairs and Maintenance				8795	680.81
940026 -8977	SCOTTYS POTTYS	AUG 21 POTTY RENTAL CCP	00284762	09/16/2021	95.00
Total Equipment Rental				8977	95.00
940026 -9480	RICHMOND NEW HOLLAND	MODULE CONTROL	00284361	09/02/2021	389.40
Total Uncapitalized Assets < \$5,000				9480	389.40
Org Key Total				940026	4,646.40
940032	Woodsong County Park				
940032 -8647	DTE ENERGY	CHARGES 08/07-09/07/21	00284684	09/16/2021	21.29
Total Electric Utility				8647	21.29
940032 -8977	SCOTTYS POTTYS	AUG 21 POTTY RENTAL WCP	00284762	09/16/2021	95.00
Total Equipment Rental				8977	95.00
Org Key Total				940032	116.29
940033	Goodells County Park				
940033 -4689	ST CLAIR COUNTY 4H COUNCIL	CANCELLATION REFUND	00284769	09/16/2021	185.00
Total Charges for Services - Fees				4689	185.00
940033 -5446	ADAIR SALVAGE INC	BOARDS	00284306	09/02/2021	524.25
940033 -5446	MICHIGAN UNDERGROUND SPECIALIST	DITCH WITCH PARTS	00285074	09/30/2021	193.81
940033 -5446	MICHIGAN UNDERGROUND SPECIALIST	APERED PINS (2)	00285074	09/30/2021	142.60
940033 -5446	NICHOLS	CLEANING SUPPLIES	00284743	09/16/2021	1,118.64
940033 -5446	SIEGEL SAND AND GRAVEL INC	SCREENED TOPSOIL	00284422	09/02/2021	900.00
Total Supplies				5446	2,879.30
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00284700	09/16/2021	452.30
940033 -5545	FOSTER BLUE WATER OIL LLC	DIESEL	00284700	09/16/2021	470.69
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00284362	09/02/2021	487.07
940033 -5545	FOSTER BLUE WATER OIL LLC	DIESEL	00284362	09/02/2021	92.02
940033 -5545	FOSTER BLUE WATER OIL LLC	GASOLINE	00284874	09/23/2021	566.79
940033 -5545	FOSTER BLUE WATER OIL LLC	DIESEL	00284874	09/23/2021	195.77
Total Fuel				5545	2,264.64
940033 -6749	BOLDT MCLEOD AND JOHNSON INC	SCHEMATIC DESIGN	00284996	09/30/2021	845.68
940033 -6749	KEVINS LAWN CARE AND SNOW REMO	VENT FIELD FERTILIZER GCP	00284713	09/16/2021	750.00
940033 -6749	PM BLOUGH INC	CONSTR DOC,PHASING PLAYGRD GCP	00284550	09/09/2021	1,038.75
940033 -6749	PM BLOUGH INC	REPORTS,UPDATE MAPS CAPL ASSES	00284550	09/09/2021	3,830.00
Total Professional Services				6749	6,464.43
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284484	09/09/2021	209.10
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284484	09/09/2021	33.98
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284484	09/09/2021	14.95
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284484	09/09/2021	512.25
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284485	09/09/2021	14.95
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284485	09/09/2021	14.95
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284486	09/09/2021	214.12
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284486	09/09/2021	138.99
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284486	09/09/2021	199.21
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284486	09/09/2021	30.10
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284492	09/09/2021	632.42

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284492	09/09/2021	372.02
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284492	09/09/2021	224.11
940033 -8647	DTE ENERGY	CHARGES 08/01-08/31/21	00284493	09/09/2021	97.16
940033 -8647	DTE ENERGY	CHARGES 07/29-08/26/21	00284494	09/09/2021	8.41
940033 -8647	DTE ENERGY	CHARGES 08/03-08/31/21	00284684	09/16/2021	46.21
940033 -8647	DTE ENERGY	REVERSE SALES TAX	00284684	09/16/2021	-2.95
940033 -8647	DTE ENERGY	CHARGES 07/02-08/02/21 ACT	00285020	09/30/2021	99.67
940033 -8647	DTE ENERGY	CHARGES 08/03-08/31/21 ACT	00285020	09/30/2021	85.27
940033 -8647	DTE ENERGY	07/02-08/02/21 ESTIMATED PD	00285020	09/30/2021	-53.08
940033 -8647	DTE ENERGY	08/03-08/31/21 ESTIMATED PD	00285020	09/30/2021	-43.26
940033 -8647	DTE ENERGY	TAX ADJ	00285020	09/30/2021	-2.95
		Total Electric Utility		8647	2,845.63
940033 -8663	SEMCO ENERGY	CHARGES 08/05-09/08/21	00284936	09/23/2021	17.51
940033 -8663	SEMCO ENERGY	CHARGES 08/05-09/08/21	00284936	09/23/2021	12.44
940033 -8663	SEMCO ENERGY	CHARGES 08/05-09/08/21	00284936	09/23/2021	17.14
940033 -8663	SEMCO ENERGY	CHARGES 08/05-09/08/21	00284936	09/23/2021	32.83
940033 -8663	SEMCO ENERGY	CHARGES 08/05-09/08/21	00284936	09/23/2021	115.86
		Total Gas Utility		8663	195.78
940033 -8795	DYCK SECURITY SERVICES INC	INSTLL NEW ALRM LTE UPGRD	00285022	09/30/2021	220.00
940033 -8795	DYCK SECURITY SERVICES INC	INSTLL NEW ALRM LTE UPGRD	00285022	09/30/2021	220.00
940033 -8795	DYCK SECURITY SERVICES INC	INSTLL NEW ALRM LTE UPGRD	00285022	09/30/2021	220.00
940033 -8795	DYCK SECURITY SERVICES INC	INSTLL NEW ALRM LTE UPGRD	00285022	09/30/2021	220.00
940033 -8795	FIRST VEHICLE SERVICES INC	REPAIRS 06/27-07/21/21	00284355	09/02/2021	2,140.68
940033 -8795	JEFFS RUBBISH DISPOSAL INC	SEP 21 DUMPSTER SERVICES GCP	00284379	09/02/2021	375.00
940033 -8795	JEFFS RUBBISH DISPOSAL INC	OCT 21 DUMPSTER SERVICES GCP	00285045	09/30/2021	375.00
940033 -8795	NORTHEAST PLUMBING INC	INSTL TWO URINALS W SENSOR GCP	00284543	09/09/2021	3,264.00
		Total Repairs and Maintenance		8795	7,034.68
940033 -9356	COLONIAL WOODS MISSIONARY CHURCH	FUND GOODBELLS FACILITY RNTL	00284670	09/16/2021	120.00
		Total Refunds Paid		9356	120.00
940033 -9480	MOST DEPENDABLE FOUNTAINS INC	DRINKING FOUNTAIN W BOTTLE FIL	00285079	09/30/2021	4,610.00
		Total Uncapitalized Assets < \$5,000		9480	4,610.00
		Org Key Total		940033	26,599.46
940034	Ft Gratiot Lighthouse				
940034 -5545	FOSTER BLUE WATER OIL LLC	AUG 21 FUEL	00284699	09/16/2021	85.00
940034 -5545	FOSTER BLUE WATER OIL LLC	AUG 21 FUEL	00284699	09/16/2021	92.38
		Total Fuel		5545	177.38
940034 -7508	COMCAST CABLE COMMUNICATIONS INC	CHARGES 09/13/21	00284842	09/23/2021	109.90
		Total Internet Access		7508	109.90
940034 -7541	MICHIGAN BELL TELEPHONE CO	CHARGES 07/28-08/27/21	00284538	09/09/2021	74.01
		Total Telephone		7541	74.01
940034 -8647	DTE ENERGY	CHARGES 08/12-09/10/21	00284859	09/23/2021	100.08
		Total Electric Utility		8647	100.08
940034 -8663	SEMCO ENERGY	CHARGES 08/03-09/02/21	00284936	09/23/2021	17.13
		Total Gas Utility		8663	17.13
940034 -8680	CITY OF PORT HURON MICHIGAN	CHARGES 11/21/20-08/20/21	00284836	09/23/2021	2,021.96
		Total Water/Sewer Utility		8680	2,021.96
940034 -8795	ABC SERVICES AND FOXFIRE FARM	TREATMENT YELLOW JACKETS	00284817	09/23/2021	450.00
940034 -8795	DYCK SECURITY SERVICES INC	INSTLL NEW ALRM LTE UPGRD BTTR	00285022	09/30/2021	243.05
		Total Repairs and Maintenance		8795	693.05
940034 -9480	TREETOP PRODUCTS INC	8 FLARED TRASH RECEPTACLES	00284580	09/09/2021	4,904.47

Parks and Recreation Accounts Payable Register

GL Account	Vendor Name	Description	Check #	CK Date	Dist. Amount
		Total	Uncapitalized Assets < \$5,000	9480	4,904.47
		Org Key Total		940034	8,097.98
940036	Blue Water River Walk				
940036 -8647	DTE ENERGY	CHARGES 08/10-09/08/21	00284859	09/23/2021	40.82
		Total	Electric Utility	8647	40.82
940036 -8795	WASTE MANAGEMENT OF MICHIGAN	SEP 21 WASTE RMVL HAUL BWRW	00284965	09/23/2021	113.18
		Total	Repairs and Maintenance	8795	113.18
		Org Key Total		940036	154.00
		Grand Total			265,220.21

940020 Wadhams to Avoca Trail**09/30/2021
YTD Actual**

Object	Description	
4969	Miscellaneous	100.00
5099	Salaries&Wages-Regular	8,043.97
5105	Salaries&Wages - Parttime	3,977.64
5132	Salaries&Wages-Overtime	1.98
5182	Employer Provided Health Insur	622.44
5231	Employer Provided Life Insur	10.00
5248	Employer Provided Disblty Insr	80.46
5281	Employer Retirement Contributn	436.80
5285	Employers Retiree Health	102.83
5290	Employer 457 Match	376.27
5330	Employer's FICA Contribution	755.24
5347	Employer's Medicare Contributn	176.35
5363	Unemployment Insurance	9.53
5380	Workers Compensation Insurance	70.33
5446	Supplies	1,568.00
8300	Printing and Publishing	1,536.50
8647	Electric Utility	1,071.84
8795	Repairs and Maintenance	4,975.18
9480	Uncapitalized Assets < \$5,000	4,600.00
Revenue Total:		100.00
Expense Total:		28,415.36
Net:		-28,315.36

940021 Fort Gratiot County Park**09/30/2021
YTD Actual**

Object	Description	
4689	Charges for Services - Fees	13,087.50
5099	Salaries&Wages-Regular	17,065.93
5105	Salaries&Wages - Parttime	5,697.26
5116	Salaries&Wages-Temporary	26,808.60
5182	Employer Provided Health Insur	2,614.02
5231	Employer Provided Life Insur	19.95
5248	Employer Provided Disblty Insr	170.52
5281	Employer Retirement Contributn	2,553.57
5290	Employer 457 Match	552.49
5330	Employer's FICA Contribution	3,060.11
5347	Employer's Medicare Contributn	715.68
5363	Unemployment Insurance	39.43
5380	Workers Compensation Insurance	295.21
5446	Supplies	4,187.32
5545	Fuel	535.64
6749	Professional Services	5,960.00
7013	Maintenance Contracts	228.25
7541	Telephone	1,285.68
8647	Electric Utility	1,306.96
8680	Water/Sewer Utility	1,106.79
8795	Repairs and Maintenance	4,157.91

9356	Refunds Paid	577.50
9480	Uncapitalized Assets < \$5,000	3,443.20
9554	Equipment	11,410.00
Revenue Total:		13,087.50
Expense Total:		93,792.02
Net:		-80,704.52

940026 Columbus County Park

		09/30/2021
Object	Description	YTD Actual
4689	Charges for Services - Fees	16,524.00
4916	Cntrbtrn&Donatn Frm Privat Srcs	21,783.53
4956	Refunds and Rebates Received	135.82
4969	Miscellaneous	100.00
5099	Salaries&Wages-Regular	65,364.91
5105	Salaries&Wages - Parttime	38,510.94
5116	Salaries&Wages-Temporary	23,843.40
5132	Salaries&Wages-Overtime	9.35
5182	Employer Provided Health Insur	20,549.09
5231	Employer Provided Life Insur	82.08
5248	Employer Provided Disblty Insr	655.97
5281	Employer Retirement Contributn	14,030.32
5285	Employers Retiree Health	2,047.51
5290	Employer 457 Match	810.41
5330	Employer's FICA Contribution	7,649.31
5347	Employer's Medicare Contributn	1,789.02
5363	Unemployment Insurance	95.16
5380	Workers Compensation Insurance	759.02
5398	Employer Provided Uniforms	79.99
5446	Supplies	15,850.55
5545	Fuel	6,347.58
6683	Legal Services	120.00
6749	Professional Services	9,710.00
7013	Maintenance Contracts	811.97
7541	Telephone	2,495.82
7700	Licenses, Permits, & Fees	86.00
7723	Postage/Freight	27.15
8300	Printing and Publishing	41.34
8647	Electric Utility	4,675.57
8663	Gas Utility	706.68
8795	Repairs and Maintenance	5,757.42
8977	Equipment Rental	750.00
9356	Refunds Paid	247.50
9480	Uncapitalized Assets < \$5,000	14,338.52
Revenue Total:		38,543.35
Expense Total:		238,242.58
Net:		-199,699.23

940028 Goodells Park Splashpad

		09/30/2021
Object	Description	YTD Actual

5446	Supplies	764.04
7700	Licenses, Permits, & Fees	450.00
7723	Postage/Freight	220.40
9480	Uncapitalized Assets < \$5,000	555.81
Revenue Total:		0.00
Expense Total:		1,990.25
Net:		-1,990.25

940032 Woodsong County Park

Object	Description	09/30/2021 YTD Actual
4916	Cntrbtrn&Donatn Frm Privat Srcs	1,600.00
4956	Refunds and Rebates Received	163.28
5099	Salaries&Wages-Regular	3,761.13
5231	Employer Provided Life Insur	3.43
5248	Employer Provided Disblty Insr	37.61
5290	Employer 457 Match	294.67
5330	Employer's FICA Contribution	249.99
5347	Employer's Medicare Contributn	58.46
5363	Unemployment Insurance	2.98
5380	Workers Compensation Insurance	22.06
5446	Supplies	6,276.31
8647	Electric Utility	164.94
8795	Repairs and Maintenance	2,700.00
8977	Equipment Rental	750.00
9480	Uncapitalized Assets < \$5,000	2,989.00
Revenue Total:		1,763.28
Expense Total:		17,310.58
Net:		-15,547.30

940033 Goodells County Park

Object	Description	09/30/2021 YTD Actual
4689	Charges for Services - Fees	75,279.00
4916	Cntrbtrn&Donatn Frm Privat Srcs	1,700.00
4956	Refunds and Rebates Received	1,948.80
5099	Salaries&Wages-Regular	90,538.98
5105	Salaries&Wages - Parttime	112,010.99
5116	Salaries&Wages-Temporary	27,288.00
5132	Salaries&Wages-Overtime	52.25
5182	Employer Provided Health Insur	12,080.20
5231	Employer Provided Life Insur	124.17
5248	Employer Provided Disblty Insr	905.39
5281	Employer Retirement Contributn	8,861.86
5285	Employers Retiree Health	1,989.23
5290	Employer 457 Match	2,331.82
5330	Employer's FICA Contribution	14,159.11
5347	Employer's Medicare Contributn	3,311.57
5363	Unemployment Insurance	182.89
5380	Workers Compensation Insurance	1,355.43
5446	Supplies	30,753.01

5545	Fuel	13,983.58
6749	Professional Services	42,549.33
7013	Maintenance Contracts	1,078.70
7508	Internet Access	2,250.00
7700	Licenses, Permits, & Fees	1,056.95
8300	Printing and Publishing	33.80
8647	Electric Utility	20,881.07
8663	Gas Utility	5,335.70
8795	Repairs and Maintenance	19,479.26
8977	Equipment Rental	375.33
9356	Refunds Paid	2,411.25
9480	Uncapitalized Assets < \$5,000	12,311.45
9538	Buildings	94,542.27
9554	Equipment	77,529.88
Revenue Total:		78,927.80
Expense Total:		599,763.47
Net:		-520,835.67

940034 Ft Gratiot Lighthouse

		09/30/2021
Object	Description	YTD Actual
4689	Charges for Services - Fees	25.00
4956	Refunds and Rebates Received	40.14
5099	Salaries&Wages-Regular	63,611.06
5116	Salaries&Wages-Temporary	9,084.00
5132	Salaries&Wages-Overtime	140.26
5182	Employer Provided Health Insur	14,689.67
5231	Employer Provided Life Insur	76.76
5248	Employer Provided Disblty Insr	637.44
5281	Employer Retirement Contributn	14,422.37
5285	Employers Retiree Health	1,738.66
5290	Employer 457 Match	552.49
5330	Employer's FICA Contribution	4,336.40
5347	Employer's Medicare Contributn	1,014.01
5363	Unemployment Insurance	58.00
5380	Workers Compensation Insurance	434.36
5446	Supplies	4,561.65
5545	Fuel	803.50
7013	Maintenance Contracts	820.08
7508	Internet Access	989.10
7541	Telephone	376.26
8647	Electric Utility	569.03
8663	Gas Utility	440.02
8680	Water/Sewer Utility	2,021.96
8795	Repairs and Maintenance	1,602.79
9480	Uncapitalized Assets < \$5,000	5,203.47
Revenue Total:		65.14
Expense Total:		128,183.34
Net:		-128,118.20

940035 Mobile Recreation		09/30/2021
Object	Description	YTD Actual
4836	Chrgs Fr Srvcs-Use&Admissn Fee	14,080.00
5099	Salaries&Wages-Regular	8,501.79
5105	Salaries&Wages - Parttime	9,861.95
5132	Salaries&Wages-Overtime	3.95
5182	Employer Provided Health Insur	1,245.63
5231	Employer Provided Life Insur	12.42
5248	Employer Provided Disblty Insr	84.88
5281	Employer Retirement Contributn	873.98
5285	Employers Retiree Health	205.66
5290	Employer 457 Match	157.70
5330	Employer's FICA Contribution	1,123.46
5347	Employer's Medicare Contributn	262.84
5363	Unemployment Insurance	14.65
5380	Workers Compensation Insurance	107.53
5410	Employee Health and Welfare	344.00
5446	Supplies	2,381.15
8795	Repairs and Maintenance	968.89
9356	Refunds Paid	575.00
9480	Uncapitalized Assets < \$5,000	508.74
Revenue Total:		14,080.00
Expense Total:		27,234.22
Net:		-13,154.22

940036 Blue Water River Walk		09/30/2021
Object	Description	YTD Actual
4689	Charges for Services - Fees	12,375.00
4916	Cntrbtn&Donatn Frm Privat Srcs	2,000.00
5099	Salaries&Wages-Regular	9,027.57
5105	Salaries&Wages - Parttime	5,354.90
5182	Employer Provided Health Insur	1,743.05
5231	Employer Provided Life Insur	11.01
5248	Employer Provided Disblty Insr	90.20
5281	Employer Retirement Contributn	1,702.54
5290	Employer 457 Match	184.20
5330	Employer's FICA Contribution	872.17
5347	Employer's Medicare Contributn	204.05
5363	Unemployment Insurance	11.53
5380	Workers Compensation Insurance	85.59
5446	Supplies	767.92
6749	Professional Services	13,805.00
8647	Electric Utility	203.86
8795	Repairs and Maintenance	739.15
9480	Uncapitalized Assets < \$5,000	1,382.27
9554	Equipment	7,404.00

Revenue Total:	<u>14,375.00</u>
Expense Total:	<u>43,589.01</u>
Net:	<u>-29,214.01</u>

940038 Clay Township Park

Object	Description	09/30/2021 YTD Actual
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Revenue Total:	<u>0.00</u>
Expense Total:	<u>0.00</u>
Net:	<u>0.00</u>

940040 North Channel Waterfront Park

Object	Description	09/30/2021 YTD Actual
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5105	Salaries&Wages - Parttime	1,200.00
5330	Employer's FICA Contribution	74.40
5347	Employer's Medicare Contributn	17.40
5363	Unemployment Insurance	0.95
5380	Workers Compensation Insurance	7.20
5446	Supplies	227.25
5545	Fuel	488.23
6749	Professional Services	36,414.92
8300	Printing and Publishing	82.00
8581	County Membership	1,000.00
9472	Land	6,344.72

Revenue Total:	<u>0.00</u>
Expense Total:	<u>45,857.07</u>
Net:	<u>-45,857.07</u>