

## **BOARD OF COMMISSIONERS MEETING**

*Ty Wessell, Chairman*

### **NOTICE OF MEETING**

The Executive Board Session of the Leelanau County Board of Commissioners will be held on Tuesday, October 4, 2022, at 9:00 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan  
(Please silence any unnecessary cellular/electronic devices)

***A live streaming of this meeting will be available for viewing via the following link –***

***[https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTglgcTedF2qB8floC1GQ?view_as=subscriber)***

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to [clerk@leelanau.gov](mailto:clerk@leelanau.gov)

*(Proceedings of the meeting are being recorded and are not the official record of the meeting;  
the formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

### **TENTATIVE AGENDA**

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **MOMENT OF SILENCE/PRIVATE PRAYER**

#### **ROLL CALL**

#### **APPROVAL OF AGENDA / LATE ADDITIONS OR DELETIONS**

#### **PUBLIC COMMENT**

#### **COMMISSIONER COMMENTS**

#### **COMMUNICATIONS, PROCLAMATIONS, PRESENTATIONS:**

#### **PAGE #**

- Administrator Update
- Public Launch of Interactive Point Broadband Map with Projected Timetable, *Chris Scharrer, DCS Technology.*
- Benzie/Leelanau District Health Department (BLDHD) Update, *Dan Thorell, Health Officer.*

#### **ACTION ITEMS**

1. Youth Detention Update, *Hon. Marian Kromkowski.*
2. Emergency Management –
  - a. Emergency Management Performance Grant (EMPG) Application. 2-19
  - b. Agri-Valley Tower Lease Agreement Amendments. 20-35
  - c. Government Center Tower Update.
3. Equalization – Approval of the Leelanau County Apportionment Report, L-4402. 36
4. Planning – NMCAA (Northwest Michigan Community Action Agency) Contract Renewal. 37
5. Brownfield Redevelopment Authority – Environmental Protection Agency (EPA), Cooperative Agreement. 38-56
6. Finance/Human Resources – Non-Union Uniform/Gun Allowance Request. 57
7. Maintenance – Generator Service Renewal Agreement, Graham Motors. 58-68
8. Parks and Recreation Recommendation on Myles Kimmerly Park, Potential Property Sale, *no handout.*
9. Administration –
  - a. Opioid Settlement Update.
  - b. Finance/Audit Committee Update.
  - c. Administrator Search Update.

#### **REVIEW OF FINANCIALS**

#### **SPECIAL REPORTS BY STAFF, COMMISSIONERS, AND AFFILIATED AGENCIES**

#### **PUBLIC COMMENT**

#### **COMMISSIONER COMMENTS**

#### **APPROVAL OF FINANCIALS**

- Amendments & Transfers
- Miscellaneous Fund Transfers and Amendments
- Claims and Accounts
- Post Audit

#### **ADJOURNMENT**

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>231-256-8775</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session <u>10/04/2022</u>
<b>Source Selection Method</b> <input checked="" type="checkbox"/> State Contract <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	<b>VENDOR:</b> <u>MSP - EMHSD</u> Address/ <u>PO Box 30634</u> <u>Lansing, MI 48909</u> Phone: _____

Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>25,681.00</u>
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Document Description	
<input checked="" type="checkbox"/> Grant Application	<input type="checkbox"/> Other _____

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b> <p>The State of Michigan is requesting Leelanau County to renew the Emergency Management Performance Grant (EMPG) Work Agreement for fiscal year October 1, 2022 through September 30, 2023. The Emergency Management Homeland Security Division (EMHSD) of the Michigan State Police is the fiduciary for EMPG and even though the fiscal year begins October 1, 2022, the deadline to submit the EMPG Work Agreement is November 18, 2022.</p> <p>The annual EMPG Work Agreement lists the requirements necessary for the Emergency Management Coordinator to fulfill each quarter in order for Leelanau County to receive partial salary and fringe benefit reimbursement for that position.</p> <p>The Chief Elected Official is asked to sign the following documents for the EMPG Work Agreement; Standard Assurances, Subrecipient Risk Assessment Certification, Request for W-9 form (Taxpayer Identification Number and Certification), Audit Certification, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements.</p> <p>Each quarter, the Leelanau County Office of Emergency Management will report on the progress of fulfilling the requirements of the EMPG Work Agreement. These quarterly reports will also require an electronic signature from the Chairperson of the Leelanau County Board of Commissioners.</p> <p><b>Suggested Recommendation:</b> I move to recommend to the County Board of Commissioners to allow the Chairman of the Board to sign the EMPG Work Agreement and other documents related to this grant agreement, and to allow the Leelanau County Office of Emergency Management to submit electronic signatures for the required quarterly reports.</p>
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Department Head Approval: 
 Matt Ansorge  
 2022.09.27 11:01:52  
 -04'00'

Date: 09/27/2022

Michigan State Police  
Emergency Management  
and  
Homeland Security  
Division



Grant Agreement

**FEDERAL AWARD IDENTIFICATION**

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTING
County of Leelanau	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
46-1385335	EMC-2022-EP-00001P	8/23/2022
SUBRECIPIENT UEI	SUBAWARD PERFORMANCE PERIOD	FROM TO
NGV7GJXHMUZ8		10/1/2021 9/30/2022
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$25,681.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$25,681.00
None on file	Total Amount of Federal Award	\$25,681.00
FEDERAL AWARD PROJECT DESCRIPTION		
2022 Emergency Management Performance Grants (EMPG)		
DETAILS		
The 2022 EMPG allocation is 40.29% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.		
FEDERAL AWARDOING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 <sup>rd</sup> floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

# State of Michigan FY 2022 Emergency Management Performance Grant Grant Agreement

October 1, 2021 to September 30, 2022

<b>Assistance Listing: 97.042</b> <b>Grant Number: EMC-2022-EP-00001</b>
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This Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

**COUNTY OF LEELANAU**  
(hereinafter called the Subrecipient)

## I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2022 EMPG program 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 of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2022 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2022 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2022 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/grants>.

## II. Statutory Authority

Funding for the FY 2022 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2022*, (Pub. L. No. 117-103); *Disaster Relief Supplemental Appropriations Act, 2022*, Pub. L. No. 117-43 (2021).

The Subrecipient agrees to comply with all FY 2022 EMPG program requirements in accordance with the FY 2022 EMPG NOFO, and the FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2022 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2022 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

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

- A. 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>.
- B. FEMA Policy #108-023-1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

### III. Award Amount and Restrictions

- A. The **County of Leelanau** is awarded **\$25,681.00** or 40.29% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2022 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2022 EMPG covers eligible costs from October 1, 2021, to September 30, 2022. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for other allowable organization costs.** No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2022 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2022 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

The EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, 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.

#### 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. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2022 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2022 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2022 EMPG 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. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2022 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2022 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting [https://www.michigan.gov/msp/0,4643,7-123-72297\\_60152\\_95164\\_95317---,00.html](https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html) under Finance Forms.
- N. 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:
  - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  - 2. 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.
  - 3. Non-federal organizations which expend \$750,000 or more in all 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.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this grant.
- Q. 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.

- R. 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.

## **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**

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2022 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2022 EMPG Work Agreement can be located at [www.michigan.gov/emhsd](http://www.michigan.gov/emhsd) under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2022 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

## **VII. Payment Procedures**

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required



authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2022 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting [www.michigan.gov/emhsd](http://www.michigan.gov/emhsd) under Grant Programs, EMPG, Grant Forms, Finance Forms.

- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided 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 contract or 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 October 1, 2021, to September 30, 2022. 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 may be terminated by either party by giving thirty (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.

## **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 make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

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.

**County of Leelanau**

Subrecipient Name

**NGV7GJXHMUZ8**

Subrecipient UEI

**For the Chief Elected Official**

**Ty Wessell**

Printed Name

**Chairman, Leelanau County  
Board of Commissioners**

Title

Signature

**October 12, 2022**

Date

**For the Local Emergency Manager**

**Matt Ansorge**

Printed Name

**Director of Emergency  
Management/9-1-1**

Title

Signature

**October 12, 2022**

Date

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

**Capt. Kevin Sweeney,**

Printed Name

**Commander, Emergency Management  
and Homeland Security Division**

Title



Signature

**September 13, 2022**

Date

EMHSD-31 Michigan State Police Emergency Management and Homeland Security Division	<b>Leelanau County</b> <b>Emergency Management</b> Fiscal Year 2022 <b>Emergency Management Performance Grant (EMPG)</b> <b>Work Agreement/Quarterly Report</b>		<input checked="" type="checkbox"/> Initial Work Agreement	
<input type="checkbox"/> 1 <sup>st</sup> Quarter	<input type="checkbox"/> 2 <sup>nd</sup> Quarter	<input type="checkbox"/> 3 <sup>rd</sup> Quarter	<input type="checkbox"/> 4 <sup>th</sup> Quarter	
SIGNATURE OF CHIEF ELECTED OFFICIAL		SIGNATURE OF EMERGENCY MANAGEMENT COORDINATOR		DATE
				<b>10/12/2022</b>
SIGNATURE OF EMERGENCY MGMT. PROGRAM MANAGER		SIGNATURE OF DISTRICT COORDINATOR		DATE
				<b>10/12/2022</b>

## Purpose

This survey functions as the 2022 EMPG work agreement/quarterly report. The objectives of this work agreement are based upon standards identified in the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) Publication 206 - Local Emergency Management Program Standards Workbook. Activities for each objective have been determined by a group of local and state emergency management subject matter experts who maintain a baseline set of standards for emergency management programs in the state of Michigan. Survey responses will assist in the assessment of emergency management programs, determine how EMPG funds are utilized and help validate the importance of these emergency management activities to all levels of government.

## (1) ADMINISTRATION AND FINANCE

The Emergency Management Coordinator (EMC) shall ensure that the jurisdiction promulgates laws, ordinances, resolutions, policies, and procedures to carry out emergency financial and administrative responsibilities. The EMPG funded emergency manager shall provide a copy of their job description(s) that incorporate their Emergency Management (EM) activities. EM activities of the EMC and other response personnel shall be identified in the EM ordinance, resolution, and county plans.

	Planned Activities	Action Taken (Local EM Status Report)
1 <sup>st</sup>	<ul style="list-style-type: none"> <li>Verify that the jurisdiction submitted the previous quarter's EMPG work agreement/quarterly report timely, and that the current quarterly EMPG work agreement/report, with signatures, will be submitted by 1/10/22.</li> </ul>	EMPG work agreement/quarterly report was submitted: Yes/No

## 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 <b>County of Leelanau</b>		CFDA Number <b>97.042</b>	
II. Subrecipient Information			
Subrecipient Name <b>County of Leelanau</b>			
Street Address <b>8525 E. Government Center Drive</b>		City <b>Suttons Bay</b>	State <b>MI</b>
		ZIP Code <b>49682</b>	
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: <b>2022 to 2023.</b>			
<input type="checkbox"/> 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.			
<input checked="" type="checkbox"/> 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. <b>A copy of the audit report will be submitted to:</b> Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative			Date <b>October 12, 2022</b>

### 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



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 sub-recipients 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:

**County of Leelanau  
8525 E. Government Center Drive  
Suttons Bay, MI 49682**

2. Application Number and/or Project Name

**Emergency Management Performance Grants  
EMC-2022-EP-0001P**

3. Grantee IRS/Vendor Number

**46-1385335**

4. Typed Name and Title of Authorized Representative

**Ty Wessell - Chairman, Leelanau County Board of Commissioners**

5. Signature

6. Date

**October 12, 2022**



## 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

**October 12, 2022**

Date



## 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: <div style="text-align: center;">County of Leelanau</div>	County: <div style="text-align: center;">Leelanau</div>	UEI: <div style="text-align: center;">NGV7GJXHMUZ8</div>
<b>Questions</b>		
<ol style="list-style-type: none"> <li>1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?  <input type="checkbox"/> No grants  <input type="checkbox"/> 1-3 grants  <input type="checkbox"/> 4-5 grants  <input checked="" type="checkbox"/> 6+ grants         </li>   <li>2. What percentage of your grant management staff has fewer than 2 years of grant experience?  <input checked="" type="checkbox"/> 0-25% of staff  <input type="checkbox"/> 26-50% of staff  <input type="checkbox"/> 51-75% of staff  <input type="checkbox"/> 76-100% of staff         </li>   <li>3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?  <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No         </li>   <li>4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years?  <b>(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)</b>  <input checked="" type="checkbox"/> Never Audited or No  <input type="checkbox"/> Unsupported costs (lack of documentation)  <input type="checkbox"/> Unreasonable use of funds  <input type="checkbox"/> Questioned costs or required to return funds         </li>   <li>5. Does your agency have staff primarily dedicated (&gt;50%) to grants management activities?  <input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No         </li> </ol>		
<b>Certification</b>		
<b><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></b>		
Authorized Representative Signature:  <div style="text-align: center;">Ty Wessell</div>	Date:  <div style="text-align: center;">10/12/2022</div>	
Authorized Representative Printed Name:  <div style="text-align: center;">Ty Wessell</div>	Title:  <div style="text-align: center;">Chairman, Leelanau County Board of Commissioners</div>	
Point of Contact Printed Name:  <div style="text-align: center;">Matt Ansorge</div>	Title:  <div style="text-align: center;">Director EM/9-1-1</div>	Email:  <div style="text-align: center;">mansorge@leelanau.gov</div>

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Leelanau County</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ► <b>County Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	6	-	1	3	8	5	3	5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>John A. Gallagher III</i>	Date ► <i>5/10/22</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Emergency Mgt./911</u> Contact Person: <u>Matt Ansorge</u> Telephone No.: <u>231-256-8775</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session <u>10/04/2022</u>
<b>Source Selection Method</b> <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number _____ (Funds to come from): _____	<b>VENDOR:</b> <u>Agri-Valley Services</u> Address/ <u>PO Box 650</u> <u>Pigeon, MI 48755-0650</u> Phone: _____

Budgeted Amount: _____ \$ <u>0.00</u>	Contracted Amount: _____ \$ <u>0.00</u>
---------------------------------------	---

Document Description	
<input checked="" type="checkbox"/> Amendment	<input type="checkbox"/> Other _____

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b> <p>Agri-Valley Services currently has Tower Lease Agreements established with Leelanau County for the Central, Maple City and Omena Towers. In those agreements, we have specified elevations on each tower that Agri-Valley may install their equipment.</p> <p>In order to provide reliable broadband service to Leelanau County residents, Agri-Valley has to establish a robust back haul for their broadband delivery. The original plan for back haul delivery is taking much longer to establish. Instead of delaying broadband opportunities to our citizens, Agri-Valley has decided to install microwaves to facilitate their back haul delivery. This microwave back haul will also eventually serve as redundancy for their operation and improve service to our County residents.</p> <p>Agri-Valley has gone through the process and we have come to an agreement on the elevations needed on each tower to install microwave equipment in order to provide an unimpeded path for their back haul. In order to legitimize these additions within their Tower Lease Agreements, we need to include all the changes in a First Amendment for each contract. I have submitted the drafts to our County Attorney and I expect negotiations to be swift.</p> <p>Agri-Valley will now have equipment identified at two elevations on each tower and rent will increase at each site accordingly.</p> <p><b>Suggested Recommendation:</b> I move to recommend to the County Board of Commissioners to approve the First Amendment to the Tower Space Lease Agreement for Agri-Valley Services at the Central Tower, Maple City Tower, and Omena tower sites and authorize the County Board Chairman to sign each First Amendment, pending Corporate Counsel review and approval.</p>
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Department Head Approval: Matt Ansorge Matt Ansorge 2022.09.27 12:35:18 -04'00'
 Date: 09/27/2022

## FIRST AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and Agri-Valley Services Corporation, a Michigan company, having a mailing address of P.O. Box 650, Pigeon, MI 48755-0650 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated September 22, 2021, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1095 South Pit Road, Leland, MI 49654 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect changes to the Rent and Tower Assessment Fee section accordingly; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 2-1. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit 2-1. Exhibit 2-1 hereby replaces Exhibit 2 to the Agreement.

2. **Amendment of Rent and Tower Assessment Fee.** The parties hereby agree this Amendment shall replace the first paragraph of Section 5 with the following; Lessee shall pay to the County a total annual rent of **Eight Thousand Seven Hundred Thirty-Six and No/100 Dollars** (\$8,736) to be paid in equal monthly installments of **Seven Hundred Twenty-Eight and No/100 Dollars** (\$728) (“**Rent**”) on the first day of the month, in advance, to County or to such other person, firm or place as County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Section 16 below. The Rent payments shall commence six (6) months after the Commencement Date. No rent shall be due from Lessee to County during this six (6) month period.

3. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the

Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.



IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

**“LESSOR”**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name:  
Its:  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_,  
Notary Public, \_\_\_\_\_ County,  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT B-1

TRAVMI5295 – Leland  
1117 South Pit Road, Leland, MI  
Owner: Leelanau County  
RAD Center: 325'

### **Current Loading**

#### Antennas

- (3) Andrew-Commscope SBNHH-1D65C
- (6) PowerWave P90=16=XLH-RR
- (3) Commscope RV4PX310R-V2
- (4) Omni Antennas

#### RRH

- (3) RRH2x40W-07L
- (3) B25 RRH4x30-4R
- (3) B66A-RRH4x45

#### TMA

- (3) TT19-08BP111-01
- (3) DBC0061F1V51-2

#### Cables

- (1) 10mm Fiber
- (4) ¾" DC cables
- (12) 1 5/8" Coax
- (1) 3/8" RET cable

#### Surge Suppression System

- (1) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

### **Proposed (FINAL) Loading**

#### Antennas

- (3) KMW EPBQ-654L8H8-L2
- (3) PowerWave P90-16-XLH-RR
- (3) CCI HBSA33R-KU8AA
- (4) Omni Antennas

#### RRH

- (3) Airscale RRH 4TR4 B5 160W AHCA
- (3) B25 RRH4x30-4R
- (3) B66A-RRH4x45

#### TMA

- (3) TT19-08BP111-001
- (3) DBC 61F1V51-2

#### Cables

- (2) 10mm Fiber
- (5) ¾" DC cables
- (12) 1 5/8" Coax
- (1) RET cable
- (1) 0.96" DC cable

#### Surge Suppression System

- (1) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

### **Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

## FIRST AMENDMENT TO TOWER SPACE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SPACE LEASE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below, is by and between County of Leelanau, a Municipal Corporation, within the state of Michigan, having a mailing address of 8527 E. Government Center Drive, Suite 101, Suttons Bay, MI 49682 (“**Lessor**”) and Agri-Valley Services Corporation, a Michigan company, having a mailing address of P.O. Box 650, Pigeon, MI 48755-0650 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated September 22, 2021, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 9237 S. Tower Road, Maple City, MI 49664 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect changes to the Rent and Tower Assessment Fee section accordingly; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Additional Antennas.** In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 2-1. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit 2-1. Exhibit 2-1 hereby replaces Exhibit 2 to the Agreement.

2. **Amendment of Rent and Tower Assessment Fee.** The parties hereby agree this Amendment shall replace the first paragraph of Section 5 with the following; Lessee shall pay to the County a total annual rent of **Twelve Thousand Three Hundred Forty-Eight and No/100 Dollars** (\$12,348) to be paid in equal monthly installments of **One Thousand Twenty-Nine and No/100 Dollars** (\$1,029) (“**Rent**”) on the first day of the month, in advance, to County or to such other person, firm or place as County may, from time to time, designate in writing at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Section 16 below. The Rent payments shall commence six (6) months after the Commencement Date. No rent shall be due from Lessee to County during this six (6) month period.

3. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

**“LESSOR”**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name:  
Its:  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_,  
Notary Public, \_\_\_\_\_ County,  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## EXHIBIT B-1

TRAVMI5295 – Leland  
1117 South Pit Road, Leland, MI  
Owner: Leelanau County  
RAD Center: 325'

### **Current Loading**

#### Antennas

- (3) Andrew-Commscope SBNHH-1D65C
- (6) PowerWave P90=16=XLH-RR
- (3) Commscope RV4PX310R-V2
- (4) Omni Antennas

#### RRH

- (3) RRH2x40W-07L
- (3) B25 RRH4x30-4R
- (3) B66A-RRH4x45

#### TMA

- (3) TT19-08BP111-01
- (3) DBC0061F1V51-2

#### Cables

- (1) 10mm Fiber
- (4) ¾" DC cables
- (12) 1 5/8" Coax
- (1) 3/8" RET cable

#### Surge Suppression System

- (1) DC6-48-60-18-8F
- (1) DC6-48-60-0-8F

### **Proposed (FINAL) Loading**

#### Antennas

- (3) KMW EPBQ-654L8H8-L2
- (3) PowerWave P90-16-XLH-RR
- (3) CCI HBSA33R-KU8AA
- (4) Omni Antennas

#### RRH

- (3) Airscale RRH 4TR4 B5 160W AHCA
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### **Notes:**

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2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
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WHEREAS, Lessor and Lessee entered into a Tower Space Lease Agreement dated September 22, 2021, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 11750 E. Davis Road, Northport, MI 49670 (“**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect changes to the Rent and Tower Assessment Fee section accordingly; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

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**“LESSOR”**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“LESSEE”**

New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name:  
Its:  
Date: \_\_\_\_\_

**[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Terry Lundquist, and acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

\_\_\_\_\_,  
Notary Public, \_\_\_\_\_ County,  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT B-1

TRAVMI5295 – Leland  
1117 South Pit Road, Leland, MI  
Owner: Leelanau County  
RAD Center: 325'

### **Current Loading**

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# EXECUTIVE DOCUMENT SUMMARY

Department: Equalization Contact Person: Andrew Giguere Telephone No.: 231-256-8152	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 10/04/2022
<b>Source Selection Method</b> <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: n/a Account Number (Funds to come from):	<b>VENDOR:</b> State of Michigan Address/ Phone:

Budgeted Amount: \$ 0.00	Contracted Amount: \$ 0.00
--------------------------	----------------------------

Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other Approval of Annual L-4402

<input type="checkbox"/> <b>Request to Waive Board Policy on Bid Requirements</b> MCL (Michigan Compiled Laws) Section 211.34d provides the following:  <i>At the annual session in October, the county board of commissioners shall not authorize the levy of a ta unless the governing body of the taxing jurisdiction has certified that the requested millage has been reduced, if necessary, in compliance with Section 31 of Article 9 of the state constitution of 1963."</i>  This is known as the "Headlee" millage rollback. In addition, millage rate rollbacks may be necessary pursuant to MCL Sections 211.34 (Truth in Assessing or Truth in County Equalization) and/or 211.243 (Truth in Taxation). In counties only, rollbacks may also be necessary for the Convention Facilities Tax or Cigarette Tax; however, a county, which complies with Section 16 of the Uniform Budgeting and Accounting Act, is not required to make the calculations relating to the Convention Facilities Tax or the Cigarette Tax.  The Apportionment Report has been prepared by the Equalization Department, which functions as staff to the County Board of Commissioners. The County Prosecutor is obligated, by statute, to furnish legal advice promptly regarding the Apportionment Report. This report is now due annually on or before November 30, in order to accommodate any November elections. If there are no scheduled elections, the report can be submitted as approved in October.  <b>Suggested Recommendation:</b> I move to recommend to the County Board of Commissioners to approve the County Apportionment Report (L-4402).
--

Department Head Approval: Andrew Giguere Digitally signed by Andrew Giguere  
 Date: 2022.09.28 09:57:57 -04'00' Date: 09/28/2022



# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Select One</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session <u>10/04/2022</u>
<b>Source Selection Method</b> <input type="checkbox"/> Select One <input checked="" type="checkbox"/> Other: <u>Extension of Contract</u> Account Number (Funds to come from): _____	<b>VENDOR:</b> _____ Address/ Phone: _____

Budgeted Amount: \$ 34,000.00 Contracted Amount: \$ 39,793.19

Document Description	
<input type="checkbox"/> Select One	<input type="checkbox"/> Other _____

☐ **Request to Waive Board Policy on Bid Requirements**

This request is to approve a 1 year contract extension with the Northwest Michigan Community Action Agency (NMCAA) for housing rehab services for Leelanau County residents. NMCAA received a contract last year and is completing the expenditure of those funds. Corporate Counsel is preparing the 1 year extension with the new amount of \$39,793.19. These are called 'Program Income' funds. Program Income is the repayment of existing housing rehab loans with the county. The 1 year extension would cover part of 2022 as well as 2023.

The extension is not yet ready for the agenda packet - I will forward to the County Board as soon as Corporate Counsel has it completed.

**Suggested**

**Recommendation:**

Motion to recommend that the Board of Commissioners approve a 1 year contract extension with Northwest Michigan Community Action Agency for housing rehab services, pending the contract extension review by Corporate Counsel.

Department Head Approval: \_\_\_\_\_

*Trudy J. Galla*

Date: 09/29/2022

## EXECUTIVE DOCUMENT SUMMARY

Department: <u>Select One</u> Contact Person: <u>Trudy Galla</u> Telephone No.: <u>231-256-9812</u>	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session <u>10/04/2022</u>
<b>Source Selection Method</b> <input type="checkbox"/> Select One <input type="checkbox"/> Other: _____ Account Number (Funds to come from): _____	<b>VENDOR:</b> _____ Address/ Phone: _____

Budgeted Amount: \$ 0.00 Contracted Amount: \$ 250,000.00

Document Description	
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Other _____

☐ **Request to Waive Board Policy on Bid Requirements**

Attached is the Cooperative Agreement for the EPA Assessment Grant with Leelanau County. The grant application (previously approved for submittal by the County Board) stated the grant would be administered by the Brownfield Redevelopment Authority (LCBRA) on behalf of the county.

The grant award is for \$250,000. EPA does not require a signature on the grant award but the county's grant policy requires the County Board to accept all grants. Therefore, the Cooperative Agreement is submitted to you for acceptance.

The budget for the LCBRA will be amended to reflect the grant award. This is a 3 year grant so the \$250,000 will be spread out across the grant term.

**Suggested**


**Recommendation:**

Motion to recommend that the Board of Commissioners accept the Cooperative Agreement #00E03213 in the amount of \$250,000 for the EPA Assessment Grant between Leelanau County and the EPA, with the LCBRA administering the grant on behalf of Leelanau County.

Department Head Approval: \_\_\_\_\_

*Trudy J. Galla*

Date: 09/27/2022

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00E03213 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 4B		<b>DATE OF AWARD</b> 09/14/2022
		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 09/19/2022
		<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 50669
		<b>RECIPIENT TYPE:</b> County		
<b>RECIPIENT:</b> Leelanau County 8527 E. Government Center Dr. Suttons Bay, MI 49682 <b>EIN:</b> 46-1385335		<b>PAYEE:</b> Leelanau County 8527 E. Government Center Dr. Leland, MI 49654-1107		
<b>PROJECT MANAGER</b> Trudy Galla 8527 E. Government Center Drive Suttons Bay, MI 49682-9742 <b>Email:</b> tgalla@leelanau.gov <b>Phone:</b> 231-256-9812		<b>EPA PROJECT OFFICER</b> Sarah Gruza 77 West Jackson Blvd., LB-5J Chicago, IL 60604-3507 <b>Email:</b> Gruza.Sarah@epa.gov <b>Phone:</b> 312-886-6004		<b>EPA GRANT SPECIALIST</b> Donna Stingley Assistance Section, MA-10J <b>Email:</b> Stingley.Donna@epa.gov <b>Phone:</b> 312-353-1677
<b>PROJECT TITLE AND DESCRIPTION</b> Leelanau County, MI Brownfield Assessment  Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding under the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58) for Leelanau County to conduct eligible assessment-related activities as authorized by CERCLA 104(k)(2) in Leelanau County, Michigan. Specifically, this Agreement will provide funding to the Recipient to inventory, characterize, assess, and conduct cleanup planning and Community involvement related activities. Additionally, the Recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the Recipient anticipates conducting 11 Phase I and Phase II (8) environmental site assessments, holding 3 community meetings, developing 4 baseline environmental assessments, 4 due care plans, 4 proposed brownfields plan, 3 Act 381 work plans, and submitting 12 quarterly reports. Work conducted under this agreement will benefit the Residents, Business owners, and Stakeholders in and near Leelanau County, Michigan. No subawards are included in this assistance agreement.				
<b>BUDGET PERIOD</b> 07/01/2022 - 09/30/2025	<b>PROJECT PERIOD</b> 07/01/2022 - 09/30/2025	<b>TOTAL BUDGET PERIOD COST</b> \$250,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$250,000.00	
<b>NOTICE OF AWARD</b>  Based on your Application dated 06/27/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$250,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$250,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5, Land, Chemicals and Redevelopment Division, L-17J R5 - Region 5 77 West Jackson Blvd. Chicago, IL 60604-3507		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> William Massie - Manager, Acquisition and Assistance Branch				<b>DATE</b> 09/14/2022

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$250,000	\$250,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$250,000	\$250,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) and 104(k)(5)(e) and Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2205QEX068	22	E4SD	0500AG7	000D79X89	4114	-	-	\$250,000
									\$250,000

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$4,000
2. Fringe Benefits	\$0
3. Travel	\$3,000
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$243,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$250,000
10. Indirect Costs: 0.00 % Base N/A	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$250,000
12. Total Approved Assistance Amount	\$250,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$250,000
15. Total EPA Amount Awarded To Date	\$250,000

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and **Donna Stingley** at [stingley.donna@epa.gov](mailto:stingley.donna@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): **Dianne Reyes** at [reyes.dianne@epa.gov](mailto:reyes.dianne@epa.gov) and [region5closeouts@epa.gov](mailto:region5closeouts@epa.gov)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:  
**Donna Stingley**, Grant Specialist at [stingley.donna@epa.gov](mailto:stingley.donna@epa.gov) and **Rachel Kirpes**, Project Officer at [Kirpes.Rachel@epa.gov](mailto:Kirpes.Rachel@epa.gov)
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Rachel Kirpes**, Project Officer at [Kirpes.Rachel@epa.gov](mailto:Kirpes.Rachel@epa.gov)

### **B. Pre-Award Costs**

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **07/01/2022** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

## **Programmatic Conditions**

**FY22 Assessment Cooperative Agreement**

**Infrastructure Investment and Jobs Act Funds**

**Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded

under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

## I. GENERAL FEDERAL REQUIREMENTS

**NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.**

### A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2022 competition for Brownfield Assessment cooperative agreements.
  2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
  3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
  4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
  5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.
- \*See Davis Bacon Terms and Conditions attached to funding request.**
6. This is an interim term and condition for management of funding provided under the IIJA. EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA funding as information becomes available. In the interim, the recipient agrees to have financial management and programmatic

management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

## II. SITE ELIGIBILITY REQUIREMENTS

### A. Eligible Brownfield Site Determinations

1. All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the target area(s) described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan). The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability. This requirement does not apply to site-specific assessment cooperative agreements where this information has been previously provided and approved in threshold eligibility review of the application, and where sites have already been pre-approved by EPA in the CAR's workplan.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

### 3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:



- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

### III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

#### A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

EPA's Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a solicitation for a Qualified Environmental Professional(s) has been released;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community involvement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

#### B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)
- e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
  - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
  - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
  - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

- iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate.
- h. Reviewing the qualifications of key personnel (EPA does not have the authority to select employees or contractors, including consultants, employed by the award CAR).
- i. Reviewing all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently in multiple target areas and/or at sites.
- 2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.
- 3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.
  - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange

Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

#### D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1<sup>st</sup> quarter); January 1 – March 31 (2<sup>nd</sup> quarter); April 1 – June 30 (3<sup>rd</sup> quarter); and July 1 – September 30 (4<sup>th</sup> quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES. Quarterly progress reports must include:
  - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
  - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information.
- g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

#### E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.

#### F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:

- a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
- b. reasons why anticipated outputs/outcomes were not met; and

- c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

#### IV. FINANCIAL ADMINISTRATION REQUIREMENTS

##### A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
  - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
  - c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
  - d. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
  - e. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]
  - f. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only** – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **\$12,500**. The total amount of indirect costs and any direct

costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
  - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
  - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
  - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
  - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
  - v. Financial reporting under 2 CFR § 200.328;
  - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
  - vi. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient’s final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR’s or subrecipient’s indirect cost pool to the extent authorized by 2 CFR § 200.460.

#### B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Cleanup activities;
  - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
  - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates –

these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

- d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

## V. ASSESSMENT REQUIREMENTS

### A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.
2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include



effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

## B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#). No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

**2. Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

## C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement,

then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

#### D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at [www.epa.gov/brownfields](http://www.epa.gov/brownfields). The completed checklist must include:

a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or

controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.”
- “[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

**Note: Please use either “I/my” or “We/our.”**

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR 200.340.

#### E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA-approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

#### F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

### VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the

cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

- a. The CAR must submit the following documentation:

- i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
- ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

- b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

- c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

# EXECUTIVE DOCUMENT SUMMARY

Department: Finance/Human Resources Contact Person: Jared Prince/Darcy Weaver Telephone No.: 231-256-8106	<b>Submittal Dates</b> <input checked="" type="checkbox"/> Executive Board Session 10/04/2022
<b>Source Selection Method</b> <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Other: _____ Account Number (Funds to come from): multiple	VENDOR: _____ Address/ Phone: _____

Budgeted Amount: \$ 11,350.00	Contracted Amount: \$ 0.00
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Document Description	
<input type="checkbox"/> Select One	<input checked="" type="checkbox"/> Other Uniform & Gun Allowance

<input type="checkbox"/> Request to Waive Board Policy on Bid Requirements  On behalf of the Sheriff, Undersheriff, Court Bailiffs and Marine Deputies, this is the annual request for the Uniform and Gun Allowance for those employees not covered by a union agreement.  <b>Draft Motion --</b> I move to recommend to the County Board of Commissioners to approve the Uniform and Gun Allowance for the following non-union personnel through payroll, with appropriate taxes withheld, <b>if receipts are not provided:</b>  <table> <tr> <td><b>Sheriff</b></td> <td>\$250/Gun + \$575/Uniform = \$825.00</td> </tr> <tr> <td><b>Undersheriff</b></td> <td>\$250/Gun + \$575/Uniform = \$825.00</td> </tr> <tr> <td><b>Court Bailiffs (x2)</b></td> <td>\$150.00/Uniform (2 @ \$75/each)</td> </tr> <tr> <td colspan="2"><i>Expenses to come from - #101-225.301.703-742 (Sheriff's Budget)</i></td> </tr> <tr> <td><b>Sr. Marine Deputy</b></td> <td>\$150.00/Uniform</td> </tr> <tr> <td><b>Jr. Marine Deputies (x4)</b></td> <td>\$300/Uniforms (2 @ \$100/each, 1 @ \$75, 1 @ \$25)</td> </tr> <tr> <td colspan="2"><i>Expenses to come from - #101-225.331.703-742 (Marine Budget)</i></td> </tr> </table>  Suggested As stated above Recommendation:	<b>Sheriff</b>	\$250/Gun + \$575/Uniform = \$825.00	<b>Undersheriff</b>	\$250/Gun + \$575/Uniform = \$825.00	<b>Court Bailiffs (x2)</b>	\$150.00/Uniform (2 @ \$75/each)	<i>Expenses to come from - #101-225.301.703-742 (Sheriff's Budget)</i>		<b>Sr. Marine Deputy</b>	\$150.00/Uniform	<b>Jr. Marine Deputies (x4)</b>	\$300/Uniforms (2 @ \$100/each, 1 @ \$75, 1 @ \$25)	<i>Expenses to come from - #101-225.331.703-742 (Marine Budget)</i>	
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<b>Sr. Marine Deputy</b>	\$150.00/Uniform													
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<i>Expenses to come from - #101-225.331.703-742 (Marine Budget)</i>														

Department Head Approval:

*[Signature]*  
Darcy Weaver

Date:

9/22/22

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Maintenance</u> Contact Person: <u>Jerry Culman II</u> Telephone No.: <u>231-256-8160</u>	<div> <div>Submittal Dates</div> <div> <input checked="" type="checkbox"/> Executive Board Session  10/04/2022 </div> </div>
<div> <div>Source Selection Method</div> <div> <input checked="" type="checkbox"/> Quotation  <input type="checkbox"/> Other: _____  Account Number  (Funds to come from): <u>631.801.000</u> </div> </div>	<div> <div>VENDOR: <u>Graham Motor &amp; Generator Svc.</u></div> <div> Address/ Phone: <u>1610 S. Airport Rd.</u>  <u>Traverse City, MI 49686</u>  <u>231-929-1829</u> </div> </div>

Budgeted Amount:	\$ 0.00	Contracted Amount:	\$ 3,700.00
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Document Description	
<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Other _____

**Request to Waive Board Policy on Bid Requirements**

Leelanau County had entered into a three-year agreement with Graham Motor and Generator Services, for generator maintenance and repair in 2017. Graham had provided the low bid at that time, of \$4,093.62, for each year.

The contract had expired in 2020, and they have continued to service county equipment out of contract since then.

Graham has provided a revised quote of \$3,700.00 annually for each of the four years.

Attached is a draft renewal agreement for review, which also includes the quote.

**Suggested Recommendation:** I move to recommend to the County Board of Commissioners to waive its policy on bid requirements and renew the agreement with Graham Motor and Generator Services of Traverse City for four years at \$3,700.00 annually, pending counsel review and approval. Funds to come from 631.801.000.

Department Head Approval:

Date: 09/28/2022

## AGREEMENT

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COUNTY OF LEELANAU**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and Graham Motor and Generator Services, whose business address is, 1610 S. Airport Rd., Traverse City, MI 49686 (hereinafter referred to as the "Contractor").

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### **RECITALS:**

**WHEREAS**, the County had previously requested proposals from experienced and qualified contractors for the maintenance and repair of the County's six (6) generators at various locations within the County (each hereinafter referred to as the "Work Site"); and

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**WHEREAS**, the Contractor has submitted a quote (see Attachment B) to the County to furnish all labor, materials, tools, equipment, permit fees, and services necessary to perform and complete the entire work the County requires; and

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**WHEREAS**, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

**I. SERVICES TO BE PERFORMED BY THE CONTRACTOR.** The Contractor shall provide labor and materials for the maintenance and repair of the County's six (6) generators, consistent with the Contractor's Proposal (hereinafter referred to as "Project").

The primary interface between the Contractor and the County shall be through the Leelanau County Administrator's Office and/or Leelanau County Maintenance Department. The Leelanau County Maintenance Department Director shall be responsible for the coordination of the Contractor's work. The Contractor, prior to commencing work, shall schedule all work at the Work Site with the County's Maintenance Department Director.

All labor, tools, equipment, machinery, vehicles and materials required for the Project shall be supplied by the Contractor.

The Contractor guarantees its performance of the services required under this Agreement, and shall submit to the personal inspection of such services by the County's Maintenance Department Director and by such other representative or agent as may be designated by the County.

**II. COMPENSATION.** It is expressly understood and agreed that the total annual compensation to be paid to the Contractor shall not exceed the sum of Three Thousand Seven Hundred AND NO/100 DOLLARS (\$3,700.00).

Deleted: \_\_\_\_\_

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The compensation authorized above shall be billed and paid as follows:

- A. The Contractor shall submit an invoice for all services on a monthly basis.
- B. The County shall process and pay Contractor the sum correctly billed to it in accordance with the County's procedure for payment of Accounts Payable.

Completion of the work being billed shall be to the satisfaction of the County's inspector(s). The inspector(s) shall conduct an inspection before payment of any bill submitted pursuant to this section within five (5) business days of the County's receipt of a bill.

**III. EXAMINATION OF EXISTING FACILITY, QUALITY OF WORKMANSHIP AND INSPECTION OF WORK.** The Contractor shall be responsible for examining the Work Site's existing conditions in order to gain full information under which the work is to be carried out. Failure of the Contractor to inform itself shall in no way relieve the Contractor from the necessity to complete the work without additional cost to the County.

All work done by the Contractor under this Agreement shall be performed in a skillful and workmanlike manner, and according to applicable local and State of Michigan codes. The Contractor shall only employ persons who are skilled in the work to be performed. The County may in its sole discretion require the Contractor to remove any worker from the Project that County deems incompetent or careless.

The County shall designate the Director of the County's Maintenance Department and such other individual or individuals it may desire to act as its representative(s) in the inspection of work done by the Contractor under this Agreement (hereinafter referred to as the "inspector(s)"). The inspector(s) shall periodically inspect the work done by the Contractor under this Agreement to ensure that such work is in accordance with the Project's requirements set forth in Section I of this Agreement.

The inspections to be conducted by the inspector(s) shall include, but not be limited to, inspection of the work completed by the Contractor upon notification from the Contractor of having substantially completed the Project and on completion of all items on the final punch list, but prior to Contractor receiving compensation therefore as set forth in Section II of this Agreement. In the event the inspector(s) discovers that any of the work is not in compliance with the requirements of this Agreement, and applicable Federal, State or local laws, ordinances, rules, regulations and codes, or is otherwise defective, he/she/they shall deliver to the County and the Contractor written notification of such defects or failure to comply with this Agreement. The County may, without any additional cost to the County other than that agreed to in Section II, require the Contractor to correct such defects, deviations from or non-compliance with the requirements of this Agreement, or the requirements of applicable Federal, State or local laws, ordinances, rules, regulations and codes prior to compensating the Contractor under this Agreement.



Any inspection(s) by the County, as authorized by this Section III shall not relieve the Contractor from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

**IV. WARRANTIES.** The Contractor warrants that it meets all Federal, State and local licensing, certifications and authorization requirements to perform all the work required by the Project. All items of tangible personal property, services or construction furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items. Contractor agrees that the rights and remedies provided in such warranties extend to the County and are in addition to and do not limit any rights afforded to the County by any other provision of this Agreement. Contractor shall not disclaim warranties of fitness for a particular purpose of merchantability. Contractor shall guarantee its work against defective materials or faulty workmanship for a period of two (2) years from the date of completion. Contractor shall also guarantee the colored surface of the tennis courts will not wear through for a period of two (2) years.

**V. CLEANING UP.** The Contractor and its subcontractors shall at all times keep the Work Site and surrounding area free from accumulation of waste material or rubbish caused by its operations. Daily clean-up and removal from the work area of all debris resulting from Contractor's work is required. The Contractor shall be responsible for paying for and hauling away any debris and waste resulting from the Project. At the completion of the Project, the Contractor shall remove all the Project's remaining waste material and rubbish from and about the Work Site, as well as its tools, equipment, and machinery.

If the Contractor fails to clean up during and at the completion of the Project, the County may do so and the cost thereof shall be charged to the Contractor. The Contractor shall reimburse the County for the clean-up costs it incurs within thirty (30) days of receipt of the County's bill setting forth such costs and the total sum due.

**VI. PROTECTION OF PERSONS AND PROPERTY.**

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work it is to perform under this Agreement.
- B. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
  - 1. All its and the County's employees at the Work Site and all other persons who may be affected thereby.
  - 2. Other property at the Work Site or adjacent thereto.

- C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules and regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable safeguards for safety and protection, including but not limited to posting danger signs and other warnings against hazards, and setting up barriers where needed.
- E. The Contractor shall promptly repair or remedy all injury, damage or loss to any property that is caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under subsection B of this section.
- F. Under no circumstances shall any tools of any kind or materials being used be left unattended at the Work Site.
- G. The foregoing obligations of the Contractor are in addition to its obligations under Section XI of this Agreement.

**VII. COMPLIANCE WITH THE LAW AND OBTAINING PERMITS.**

- A. In performing its responsibilities under this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, codes, rules and regulations, including but not limited to the following:
  - 1. American National Standards Institute.
  - 2. American Society for Testing and Materials.
  - 3. National Electric Code
  - 4. Occupational Safety and Health Administration.
  - 5. State and Local Zoning and Building Codes.
- B. The Contractor shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the Project.
- C. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the progress of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.

- D. The Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the Work Site under this Agreement.
- E. If the Contractor or any subcontractor uses any product at the Work Site which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the Director of the Leelanau County Maintenance Department prior to commencement of work.
- F. Breach of this Section VII shall be regarded as a material breach of this Agreement, and in the event the Contractor, its subcontractors and sub-subcontractors are found not to be in compliance with this subsection, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

**VIII. APPLICABLE LAW AND VENUE.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that any legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**IX. NONDISCRIMINATION.** The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, marital status or political affiliation.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following: (i) the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations adopted thereunder; and (iv) the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement.

**X. INDEPENDENT CONTRACTOR.**

- A. It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.
- B. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Contractor. The County shall not issue any instructions to, or otherwise interfere with the same.

**XI. INDEMNIFICATION AND HOLD HARMLESS.** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its officers, employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XII. LIABILITY INSURANCE.** The Contractor at all times during the term of this Agreement shall maintain insurance that meets the requirements of Leelanau County's Board of Commissioners Policy on "Insurance Requirements." A copy of the Board Policy is incorporated by reference into this Agreement and labeled Attachment A.

**XIII. WAIVERS.** No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the

same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor. The making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**XIV. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

**XV. ASSIGNMENT OR SUBCONTRACTING.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

**XVI. PURPOSE OF SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**XVII. COMPLETE AGREEMENT.** This Agreement and the attached Attachment A contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**XVIII. AGREEMENT PERIOD.** This Agreement shall become effective on the date in which it has been fully signed by the authorized representatives of both parties (hereinafter referred to as the "Effective Date", and shall continue for a period of ~~four (4)~~ years, through the ~~31st~~ day of ~~October~~, 20~~26~~, at which time it shall expire, unless the parties mutually agree to extend the term of the Agreement for an additional term.

It is also understood and agreed by the parties hereto that all obligations of the Contractor set forth in this Agreement which extend to beyond the completion date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon five (5) days prior written notice to the Contractor. In the event this Agreement is prematurely terminated without cause (i.e. for reasons other than Contractor's breach of the terms of this Agreement) as set forth herein, the Contractor shall be compensated for services completed as of the effective date of termination in accordance with Section II of this Agreement.

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**XIX. IRAN LINKED BUSINESS.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

**XX. SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

**XXI. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR MAINTENANCE AND REPAIR OF THE COUNTY'S SIX GENERATORS.**

**COUNTY OF LEELANAU**

**Graham Motor and Generator Services**

By: \_\_\_\_\_  
Ty Wessell, Chairman  
County Board of Commissioners

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

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APPROVED AS TO FORM  
FOR THE COUNTY OF LEELANAU  
COHL, STOKER & TOSKEY, P.C.

By: \_\_\_\_\_

Timothy M. Perrone

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Leelanau #17-033

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Field Code Changed



Graham Electric Motor SVC.  
1610 S. Airport Rd.  
Traverse City, MI 49686  
231-929-1829  
www.grahammotorservice.com

QUOTE



QUO



1021013-00

Outside Sales Rep	
Reference	
2314320555	
Quote #	To Be Shipped From
1021013-00	GRAHAM ELECTRIC MOTOR SVC.
Will Call	

Bill To:	LEELANAU COUNTY COURTHOUSE
262523	8527 E GOV'T CNTR DR/SUITE 101
	JERRY CULMAN II, MAINT DIRECTOR
	SUTTONS BAY, MI 49682-9718

Ship To:	LEELANAU COUNTY COURTHOUSE
CTOR	8527 E GOV'T CNTR DR/SUITE 101
	JERRY CULMAN II, MAINT DIRECTOR
	SUTTONS BAY, MI 49682-9718

Customer PO #	Quote Placed By	Quote Taken By	Date Entered
GENERATOR SERVICE	JERRY CULMAN	Randy Jerome	08/12/22

Quote good for 24 hours from Entered Date. Quantity available to Ship calculated at time of Quote. All Quotes are plus Freight unless otherwise stated.

Line #	Product and Description	Quantity Ordered	Qty Available to ship	Price U/M	Unit Price	Extended Price
	QUOTE TO PERFORM A PREVENTATIVE MAINTENANCE ON SIX (6) GENERATORS 1) GENERAC 7KW AT THE EMPIRE TOWER 2) GENERAC 10KW AT THE OMENA TOWER 3) ONAN 5KW AT THE MAPLE CITY TOWER 4) ONAN 30KW AT THE CENTRAL TOWER 5) ONAN 450KW AT THE LAW ENFORCEMENT CENTER 6) DETROIT 300KW, GOVERNMENT CENTER SERVICE INCLUDES TRAVEL, LABOR, OIL AND FILTERS 2HR LOAD BANKS ARE OPTIONAL FOR THE 5KW, 7KW AND 10KW GEN, ADD \$100.00 EACH IF A LOAD BANK IS REQUESTED					
1	YGMMGENSERVICE GENERATOR SERVICE	1	1	EA	2,600.00000	2,600.00
2	GEN5663 GEN 5663 10KW 530CC SCHD MAINT	1	1	EA	0.00000	0.00
3	GEN5664 GEN 5664 12K TO 18KW 760 /990CC	1	1	EA	0.00000	0.00
4	YGMLOADBANKTEST YGMLOADBANKTEST ONAN 450KW, LAW ENFOR CENTER	1	1	EA	400.00000	400.00
5	YGMLOADBANKTEST YGMLOADBANKTEST DETROIT 300KW, GOVT CENTER	1	1	EA	400.00000	400.00
6	YGMLOADBANKTEST YGMLOADBANKTEST ONAN 30KW CENTRAL TOWER	1	1	EA	300.00000	300.00

6 Lines Total

Material Total 3,700.00

Invoice Total 3,700.00

Notwithstanding anything else in this quote, if a Manufacturer requires a deposit or prepayment prior to accepting our Company's Purchase Order and/or shipment of the material, that requirement shall be the responsibility of our customer. This requirement shall be applicable whether communicated prior to or after Customer's acceptance of this quote. Any applicable sales or use taxes are not included in this quote unless separately listed.

Taken by: Randy Jerome

Phone:

Email: Randy.Jerome@grahammotorservice.com

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