


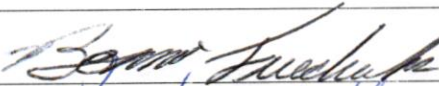
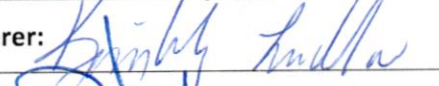

Contract / Leases / Agreements / Grants Form

This is	New	<input checked="" type="checkbox"/>	Renewal		Filling this out on a computer? Please type an X into the appropriate box.
This is a Grant	Yes	<input checked="" type="checkbox"/>	No		If you marked YES this needs to go through Grant Review.
This is an	Agreement _____ Contract _____ Lease _____ Other _____:				
Name of Entity who Contract / Lease / Agreement / Grant is with	Michigan Waterways DNR Grant				
Project Name	Long Lake Boating Access Site				
Attorney Review	All Contracts / Leases / Agreements / Grants must have Attorney Review and approval through the Commissioner's Office.				
Insurance Review	All Contracts / Leases / Agreements / Grants must have appropriate insurance coverage per the attached list. It is the Department Heads responsibility to make sure that all requirements are met and listed on the insurance certificate.				
Total Amount	\$ 453,200				
Organization Match	\$ 226,600				
County Match	\$ 226,600 (34,100 Y+R) (50,000 Parks G.F.) (#142,500 State Allocation or ARPA)				

I have reviewed and approved this Contract / Lease / Agreement / Grant and attached appropriate insurance:

 The Department Head Requesting	6-11-21 Date Signed
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GRANT REVIEW COMMITTEE APPROVAL:

County Clerk: 	Date Signed: 6-14-21	I am requesting a meeting
County Treasurer: 	Date Signed: 6-14-21	I am requesting a meeting
Finance Chairman: 	Date Signed: 6/14/21	I am requesting a meeting

Please do NOT mark below this line

.....

INTEROFFICE USE ONLY

Date Received:	Date Sent for Attorney Review:
Attorney Approval Received:	Insurance Received:



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



DANIEL EICHINGER
DIRECTOR

June 4, 2021

Ms. Tammy Bates
City of Alpena, Parks and Recreation
<batesl@alpenacounty.org>

Dear Ms. Bates:

Attached is a copy of the Boating Access Site Construction Agreement between the County of Alpena and the Department of Natural Resources (DNR), as well as a Resolution for adoption by the County of Alpena authorizing execution of the Agreement.

Please have both, a copy of the Agreement (*do not date the first page*) and the Resolution signed as appropriate. All original copies should be returned to my attention. The Agreement will be signed and dated by the DNR, and a fully executed copy will be returned for your files.

If you have any questions, please contact me at PetersenP@michigan.gov.

Sincerely,

Paul R. Petersen
Waterways Grant Program Manager
Parks and Recreation Division
517-284-6122

Enclosures

cc: Robert Adrian

WATERWAYS GRANT AGREEMENT

Boating Access Site Construction

THIS WATERWAYS GRANT AGREEMENT (the "Agreement") is made as of _____, 2021, between the County of Alpena, ALPENA COUNTY, MICHIGAN (the "County") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

WHEREAS, the County is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

WHEREAS, the County has asked that the Department assist the County in the engineering and reconstruction of boating access site at the Alpena County Long Lake Park (4-6) (the "Facilities");

WHEREAS, the Department is willing to assist the County to construct the facilities, which are estimated to cost Four Hundred Fifty-three Thousand Two Hundred dollars (\$453,200.00), with the Department agreeing to pay 50% of the estimated cost, and is not to exceed Two Hundred Twenty-six Thousand Six Hundred dollars (\$226,600.00).

NOW, THEREFORE, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the County a sum of money equal to 50% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, but not to exceed Two Hundred Twenty-six Thousand Six Hundred dollars (\$226,600.00). The words "plans and specifications" shall mean the plans and specifications developed for the County for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

(b) release State funds as reimbursement according to the following:

Acceptance by the County of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures

acceptable to the Department and County, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the County or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the County.

(d) provide for the periodic inspection of the facilities, including all equipment and buildings.

2. The County shall:

(a) immediately appropriate the sum of Two Hundred Twenty-six Thousand Six Hundred dollars (\$226,600.00) for the project, which represents 50% of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the County.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this Agreement. The County shall maintain satisfactory financial accounts, documents and records, and shall make them available to the Department for auditing at reasonable times. The County shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The final engineering drawings shall provide, or conduct, soil

boring data for any projects below the waterline. The Department must approve all change orders before being initiated. The Department reserves the option to have a representative on the selection panel for all contracts.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The County shall submit a written report to the Department in which any safety issues, identified through Department inspections, are listed and compliance procedures are outlined. If the Department determines the County has failed to correct any safety issues, the Department will have the necessary work completed and the County shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

(g) certify to the best of its knowledge and belief that the County and any principal, agent, contractor, and subcontractor of the County:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal agency.

(2) have not 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, as defined in 45 CFR 1185; 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 within a three-year period preceding this Agreement.

(3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses.

(4) have not had one or more public transactions (Federal, State, or local) terminated for cause or default within three years preceding this Agreement.

(5) will comply with all applicable requirements of all Federal and State laws, rules, executive orders, regulations, and policies governing this program.

3. After the facilities are constructed, the County shall:

(a) establish or assign a competent and proper agency of the County to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the County shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The County shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the County for the future maintenance or expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The County shall request, no more than once annually, approval to vary from fee rates set by the Department.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the County.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the County due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the County and the Department. The size, color, and design of these signs must meet department specifications and shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The County shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

4. Facility improvements are held for the life of the Facilities. Life of the Facilities is defined as 20 years from latest grant award. The County may request release from grant obligations after 20 years from date of last executed grant agreement. Release from grant obligations is subject to review of a professional Facility assessment.

5. The County shall comply with all State and Federal statutes applicable to the facilities.

6. The County must submit all reports, documents, or actions required by this Agreement to Parks and Recreation Division, Department of Natural Resources, P.O. Box 30257, Lansing, Michigan 48909. The County must submit invoices for reimbursement within ninety (90) days of invoice date.

7. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

8. All of the Facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved for the life of the Facilities by the County for the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

9. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the County and the Department.

10. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the County shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other Federal, State and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this 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, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The County agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this grant agreement. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

11. The County represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

12. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the County without the Department's prior written approval.

13. Any failure by the County to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Once a non-compliance issue(s) has been documented, the Department shall notify the [local unit of government]. The [local unit of government] has a right and an obligation to cure, and shall collaborate with the Department to develop an acceptable plan to remedy any and all non-compliance issue(s), with the primary goal to continue to provide long term recreational waterway access to the boaters of Michigan. Further, a material breach of this Agreement by the County shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over County property to the facilities at the existing value of the facilities, less any financial contribution made by the

Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the County, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the County shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over County property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the County shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the County a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

14. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

15. The Department's rights under this Agreement shall continue for the life of the Facilities.

16. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

17. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

18. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties execute this Agreement by the signatures of their duly authorized representatives.

WITNESSES:

COUNTY OF ALPENA

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES**

By: _____

Ronald A. Olson, Chief
Parks and Recreation Division

RESOLUTION

Upon motion made by _____, seconded by _____ the following Resolution was adopted:

"RESOLVED, that the County of Alpena, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the County agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Two Hundred Twenty-six Thousand Six Hundred dollars (\$226,600.00) to match the Two Hundred Twenty-six Thousand Six Hundred dollars (\$226,600.00) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.

5. To establish and appoint the _____ to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the County pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
)
COUNTY OF ALPENA)

I, _____, Clerk of the County of Alpena, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the County Board at a meeting held _____, 2021.

Dated: _____

County Clerk