

2025

YOUTH AND RECREATION FUND

SERVICE AGREEMENT

Between

COUNTY OF ALPENA

and

**ALPENA COUNTY PARKS – BEAVER LAKE PARK
ADA ACCESS AND PLAYGROUND**

EXHIBIT A

2025 Funding Award from Youth and Recreation Millage.

GRANTEE: Alpena County Parks – Beaver Lake Park

AMOUNT: \$35,000 for ADA Access and Playground project as presented in application. Reimbursement payment made upon submission of bills based on evidence of expenditures. The application is attached, Exhibit B.

Final bills must be submitted by January 15, 2026. Bills submitted after that date will not be paid. All bills must be submitted to Kim Ludlow, Alpena County Treasurer, 720 W. Chisholm Street, Suite #3, Alpena, MI 49707

All millage monies allocated for projects and programs are to be used for Alpena County projects and Alpena County residents. Any facility, project, or program must be open and available to all Alpena County residents.

It is highly encouraged that your group promote to the Community that you received funding from the Youth and Recreation Millage. If the project is a Capital Project, you may be required to accept a plaque to be attached to the project.

The 2025 Funding Report must be completed and submitted no later than December 31, 2025.

Please submit pictures of the project no later than December 31, 2025 from before and after or from start to finish. These pictures need to be submitted by email or computer disk in a jpeg, png, tiff, pdf or word format. Please label your pictures with the Grant year and project name. Cell phone pictures will not be accepted unless you can email them. No videos will be accepted. **Your entity must obtain written permission from individuals or parent/guardians for any pictures submitted to the County that will be displayed on the website.**

The Funding Report and pictures must be returned to the Alpena County Board of Commissioners Office at commissionersoffice@alpenacounty.org or at 720 W. Chisholm Street, Suite 7, Alpena, MI 49707.

YOUTH AND RECREATION GRANT AGREEMENT

This Grant is made as of 1st day of January 2025, by the **COUNTY OF ALPENA**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), to the recipient/grantee listed on **Exhibit A**, subject to the following terms and conditions.

As part of the Youth and Recreation Millage for the County of Alpena, the Youth & Recreation Board has made recommendations for and the Board of Commissioners has approved as part of the 2025 Budget, allocations for funding Youth and Recreation projects that benefit the County of Alpena and/or the residents of the County of Alpena. This letter agreement (the "Agreement") sets forth the terms and conditions of the grant award. Grant funding under this agreement is subject to funds availability of the County of Alpena.

Payment Terms, Use of Funds: This is a reimbursement grant. Payment by the County to the Grantee is subject to the availability of funds and will be within 30 days of invoice(s) submitted to the County and/or the monthly installment payments shall be made within thirty (30) days of the date in which this Agreement is fully signed by the representatives of both the County and the Grantee. Grant funds shall be used exclusively to support the project as set forth in the Grantee's approved application (attached to this Agreement, Exhibit B) for funding/proposal, along with any additional conditions of the Youth and Recreation Board listed in Exhibit A. All project funds must be expended by December 31, 2025, and all petitions for payment must be received by January 15, 2026.

Fidelity Bonds/Insurance: The Grantee shall obtain fidelity bonds for persons handling funds of the program. The Grantee shall provide the County's Administrator with a certificate, or such other evidence as the Administrator may require, of its possession of the required fidelity bonds and shall immediately notify the Administrator of any cancellation or termination of such bonds. Additionally, Grantee shall procure, pay the premium on, keep and maintain during the term of this Agreement, comprehensive general liability insurance with contractual liability coverage in an amount of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, and Two Million and No/100 Dollars (\$2,000,000.00) aggregate, combined single limit covering all personal and bodily injuries, death and/or property damage, arising from the program operated pursuant to this Agreement. The Grantee shall provide the County with a certificate of insurance prior to the commencement of this Agreement. The Grantee shall maintain such other insurances, as it deems appropriate for its own protection.

In the event the Grantee's insurance coverage including workers compensation insurance required under this Agreement is at any time reduced or terminated during the duration of the Agreement, the Grantee's insurer shall provide the County with at

least thirty (30) days prior written notification of such reduction or termination.

Budget: The County approves the budget included in your proposal as finally accepted, as attached to this Agreement. Grant funds shall be used as set forth in the budget. Any transfer of funds from one budget item to another that exceeds 10% from the approved budget item requires approval by the Chair of Youth and Recreation Board.

No Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the County to make any other or further grants or contributions to Grantee or any other person or entity for this or any other project.

Reporting: Grantee agrees to deliver to the County a final report consisting of a narrative section and a financial section. The narrative section must include (1) a short statement confirming that the tangible output or other project goal included in the proposal has been completed, and whether the project has resulted in any additional outcomes, (2) an explanation of how each project goal or objective as set forth in the proposal was met, (3) a description of how well project goals were met, according to the metrics set forth in the proposal, (4) a summary of any lessons learned from the project, and (5) other matters reasonably requested by the County. The financial section must (1) include financial statements detailing how all grant funds were expended, and (2) account for all categories in the approved budget, attached hereto. Budget items should be listed in the same order as in the approved budget.

The final report is on January 31, 2026.

Reports may be submitted by e-mail, fax, or postal mail as follows:

Chairperson - Youth and Recreation Board
County of Alpena
720 W. Chisholm Street, Suite 7
Alpena, Michigan 49707
United States
email: commissionersoffice@alpenacounty.org
Fax: 989-354-9648

Publication of Final Report: All or a portion of the final report may be made publicly available, in the County's sole discretion. Grantee further agrees to ensure that all content contained in the final report is appropriate for publication. This means, among other things, that you are solely responsible for ensuring you have all rights necessary to license the report, including with respect to any materials received or maintained in confidence, and/or any third party rights, including but not limited to copyrights,

trademarks, and rights of privacy and publicity.

Interim Communications: An interim check-in by phone or email may be requested at any time during the grant period by either the County/Youth and Recreation Board or Grantee.

Unused Funds: At the conclusion of the grant period, Grantee agrees to return any unexpended or unaccounted for funds to the County, or to submit a written request for an extension of the grant period. Grantee agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistent with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete by the end of the grant period, as determined by the County in its sole discretion.

Records: Original receipts and invoices must be maintained by Grantee and shall be made available to the County upon request. Grantee agrees to maintain adequate financial records consistent with generally accepted accounting practices, and to retain such records for at least five years after the conclusion of the grant period. The County may monitor and conduct an evaluation of Grantee's operation to ensure compliance with this Agreement. The Grantee shall conduct an annual financial audit of its activities and submit a copy of the audit report to the County upon the Grantee's receipt of such audit report. If the organization's annual budget is less than \$100,000.00, then reviewed statements or certified year-end financial statements are sufficient.

No Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying, carrying on propaganda or otherwise attempting to influence legislation, as those purposes are defined by the United States Internal Revenue Code of 1986. If Grantee is in doubt about whether its proposed activities may constitute lobbying, Grantee must consult with The County prior to undertaking them.

Intellectual Property: Grantee owns any intellectual property it produces within the scope of this grant. Grantee agrees that all original material produced pursuant to this grant will be made available to The County. Grantee assumes the burden and expense of clearing all third-party rights associated with such material, including with respect to any materials received or maintained in confidence, and/or any third party rights, including but not limited to copyrights, trademarks, and rights of privacy and publicity.

Publicity Obligations: Grantee will notify The County of any publications or other materials resulting from the grant no later than five (5) days in advance of distribution or publication. Grantee will acknowledge The Youth and Recreation Board support in the beginning of any publication (including film and electronic publications) referring to or resulting from this grant, as follows: "Supported [in part] by a grant from the Alpena County Youth and Recreation Board." Grantee agrees that The County may

include information about the Grantee and its activities in its own annual reports and may distribute such information to third parties.

No Assignment: Grantee may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity, without the prior written consent of the Chairperson of the Youth and Recreation Board.

No Agency: The Grantee is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. The Grantee shall not represent itself as an agent of the County for any purpose and has no authority to bind the County in any manner whatsoever.

Indemnity: Grantee agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The County, its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying Grant funds, or in carrying out the project as set forth in the proposal.

Non-Discrimination: In carrying out the project, the Grantee will comply with all applicable Federal and State Statutes and local laws relation to nondiscrimination. Notwithstanding the foregoing, the Grantee shall take affirmative action to ensure that employees are treated during employment and applicants are considered for employment, without regard to their race, color, religion, sex, national origin, sexual orientation or identification, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from military service.

Governing Law, Forum: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without reference to its conflict of laws provisions. Grantee agrees that any disputes or proceedings The County and Grantee arising from or concerning this Agreement shall be brought in a federal or state court of competent jurisdiction sitting in the Eastern District of Michigan, in the United States, and hereby consents to the personal jurisdiction and venue of such court.

Entire Agreement: Grantee acknowledges and agrees that this Agreement represents the entire agreement between Grantee and the County with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

Authority: The person(s) signing this Agreement on behalf of Grantee represents and warrants to the County that they have the requisite legal authority and power to execute

EXHIBIT B

Application for Grant Funding by Grantee

Attached



2025 Alpena County Youth & Recreation Grant Application



Name of your Program / Project: BLP - ADA access and playground

~Organization Information~

Name of Organization: Alpena County Parks & Recreation Commission **Amount Requested:** 50000.00

Mailing Address: 17354 Beaver Lake Park Road, Lachine MI 49753

Primary Contact Person: Gerald Lucas **Primary Phone Number:** (989) 916-3969

Primary Contact Email: gelucas1967@gmail.com

Alternate Contact Person: Earl Martin **Alternate Phone Number:** (989) 379-4462

Alternate Contact Email: beaverlake@alpenacounty.org

Name/Title of Executive Director or President: Kevin Osbourne, Chairman

Executive Director or President Email: osbournek@outlook.com

Briefly, describe your Organization's Mission:

To provide Alpena County residents, as well as their guests and visitors to the community, a welcoming hidden gem with easy access to the beautiful shores of Beaver Lake, including day park, pavilion, activities, boat launch, docks and camping availability.

Very briefly, describe the services your Organization provides:

Beaver Lake Park offers several camp sites including a cabin, boat launch and dock access, pavilion, public restrooms and showers. Day Park includes several picnic tables, grills and playground areas.

~ Program / Project Information ~

Describe the purpose of your grant request:

Installation of sidewalk from parking area and purchase/installation of ADA compliant play area.

Describe the community need addressed by this program/project:

Sidewalk will provide safe, easy access to deck; new playground center will provide additional play area in day park accessible to all including those persons with limitations under the American Disabilities Act.

How did you determine that this need exists and how will this program/project address this need?

Please cite statistics, if possible.

Alpena County Parks & Recreation Commission are continually striving to enhance access and usability within the county parks. This project will allow for direct access to the new deck in the day park as well as provide additional playground area and one which may be utilized by all.

How many citizens of Alpena will be served? 6700

List other agencies that will work with you on this program/project:-

Michigan Department of Natural Resources

Local suppliers and contractors

Other vendors

~ 2025 Program / Project Budget ~

Name of Program / Project: BLP ADA access and playground		
Name of Organization: Beaver Lake Park - Alpena County Parks & Recreation Commission		
Support & Revenue		Amount
1	Contributions	0
2	Registration Fees	0
3	Special Events (Fundraising Income)	0
4	Federal and State Grants	0
5	Local Grants (Non-Youth and Recreation)	0
6	Youth & Recreation Millage	50000.00
7	Program/Project & Material Sales Income	0
8	Investment Income	0
9	Legacies & Requests (Unrestricted)	0
10	Cash Match (Please indicate source in Budget Narrative)	10000
11	In-Kind Income (Please indicate source in Budget Narrative)	0
12	Other (Please indicate source in Budget Narrative)	0
13	TOTAL REVENUE (SUM OF LINES 1-12)	\$ 60000 -
Expense		Amount
14	Salaries	0
15	Employee Benefits	0
16	Taxes (Payroll)	0
17	Supplies	0
18	Professional/Legal Fees	10000
19	Communications (Phone, fax, cell, etc.)	0
20	Postage/Shipping	0
21	Occupancy	0
22	Rental/Maintenance/Purchase of Equipment (Office)	0
23	Printing/Publication	0
24	Purchase of Equipment for Program/Project	35000
25	Travel/Transportation	0
26	Membership Dues	0
27	Fundraising Expense	0
28	Technology Expense	0
29	Other (Please break down in Budget Narrative)	15000
30	TOTAL EXPENSE (SUM OF LINES 14-29)	\$ 60000 -

PLEASE NOTE: LINES #13 AND #30 SHOULD MATCH

Round all figures to the nearest dollar.

The Y & R committee may ask for further information, including agency/entity budget.
 Attach a Budget Narrative that describes support & revenue and expenses for each line item.
 Line 6 is the Amount you are requesting from the Youth and Recreation Millage.

I certify that all the information is accurate, that I have authority to sign on behalf of this organization, and our organization will attend the MANDATORY meeting on December 5, 2024 if our grant is approved.

Name/Title - Main Contact: Gerald Lucas
Signature: <i>Gerald Lucas</i> Date: 5-1-2024
Name/Title - Executive Director/Superintendent: Kevin Osbourne
Signature: <i>Kevin Osbourne</i> Date: 4-29-2024

Disclaimer: Falsification of the information in this application will cause immediate termination of funding and could cause legal action.

Youth & Recreation Grant Application 2025
Project: BLP ADA access and playground

Budget Narrative

Beaver Lake is requesting approval of a Youth and Recreation grant in the amount of \$50,000.00 to assist with installation of an ADA compliant sidewalk for access to the deck in the day park, as well as installation of an ADA accessible play area. The Park Commission will provide a cash match of \$10,000 toward this project for a total revenue of \$60,000.

We anticipate expending \$10,000 in contractor expenses, \$15,000 in sidewalk expenses and \$35,000 in playground equipment for a total expenditure of \$60,000.

Kevin Osborne 4-29-24, Parks chair

Youth and Rec Grant Application
Project: BLP - ADA access and playground

Budget Breakdown

Revenues:	Youth and Rec grant request	\$ 50,000.00
	Parks Commission match	\$ 10,000.00
	Total Revenues:	\$ 60,000.00

Expenditures:		
Other - contractor – excavation work, fill, etc.		\$ 10,000.00
Sidewalk		\$ 15,000.00
Playground equipment (including ramp)		\$ 35,000.00
	Total Expenditures:	\$ 60,000.00

*Estimated costs

Kevin O'Malley, Parks Chair
4-29-24