

AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: January 13, 2022
RE: 2022 Volunteer Fire Assistance Project Grant Agreement – MDNR

For the Agenda of January 17, 2022

Background. For the third year in a row the Clare Fire Department has been awarded the Michigan DNR Volunteer Fire Assistance Grant. It is a 50/50 matching grant. In the past two years the award the city has been awarded \$2,500; however, this year we have been awarded the maximum amount which is nearly \$4,999 (\$9,998 total with our match) to help cover the cost of upgrading some of the fire radios and replacing a flatbed box for the grass truck (1846). In order to officially receive the grant funds, the City is required to approve the attached grant agreement between the City of Clare and MDNR.

I would also ask that you authorize me as the City Manager to sign the Agreement on behalf of the City of Clare.

Issues & Questions Specified. Should the City Commission approve the Michigan DNR Volunteer Fire Assistance Grant Agreement and authorize the City Manager to sign the Agreement on behalf of the City of Clare?

Alternatives.

1. Approve the agreement and authorize the City Manager to sign the Agreement on behalf of the City of Clare.
2. Approve the agreement and authorize the City Manager to sign the Agreement on behalf of the City of Clare with conditions, stipulations, or amendments.
3. Disapprove the agreement.
4. Set aside the matter for further consideration and/or deliberation.

Financial Impact. Approval of the agreement will garner the receipt of the grant, which will be used for Fire Department equipment.

Recommendations. I recommend that the City Commission approve the agreement and authorize the City Manager to sign said Agreement on behalf of the City of Clare by adoption of Resolution 2022-007 (*copy att'd*).

Attachments.

1. Michigan DNR Volunteer Fire Assistance Grant Agreement.
2. Resolution 2022-007.



2022 VOLUNTEER FIRE ASSISTANCE PROJECT AGREEMENT

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between Clare FD, a local unit of government in the county of Clare, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." Funds are appropriated from 21-DG-11094200-140, a Federal Grant from the United States Forest Service, USDA to the DEPARTMENT to issue grants for projects in the state under the Cooperative Forestry Assistance Act of 1978 for the Volunteer Fire Assistance Program and approved by the Michigan Legislature.

A copy of this Federal award is included as APPENDIX B.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Description: Radio's

Project #: FRD-VFA-01801

Amount of grant: \$4999.00 50% Start Date: Date of Execution by DEPARTMENT

Amount of match: \$4999.00 50% End Date: 08/01/2022

Project Total: \$9998.00

As a precondition to the execution of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT no later than January 28, 2022, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

Local Government

SIGNED

By: _____

Title: _____

Date: _____

Fire Department

SIGNED

By: _____

Title: _____

Date: _____

SIGMA Vendor Number SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: Dan Laux
Manager, Fire Management Section

WITNESSED

By: Kelly Robbins

Date of Execution by DEPARTMENT

I. CONTACT INFORMATION

This Agreement shall be administered on behalf of the DEPARTMENT by the Forest Resources Division. All reports, documents, or actions required of the GRANTEE shall be submitted to the contact below.

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

Kelly Robbins

Name/Title

MI Department of Natural Resources- Forest Resource Division

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-930-4294

Telephone Number

Robbinsk@michigan.gov

E-mail Address

All notices, reports, requests or other communications hereunder shall be sufficiently given when mailed or emailed and addressed as indicated in this section. The DEPARTMENT and GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

II. PROJECT SCOPE

The Volunteer Fire Assistance application that was received (APPENDIX A) is, by this reference, made part of this Agreement. This Agreement, together with the APPENDIXES, constitutes the entire Agreement between the parties.

Costs must be allowable, allocable, reasonable and consistent with the budget identified for completing the project as described in APPENDIX A, including modifications to APPENDIX A, which must be requested and approved in writing. Only the agreed-upon project costs (including GRANTEE match) incurred during the project period are eligible for grant payment, unless otherwise approved in writing by the DEPARTMENT.

III. PROJECT PERIOD

The project period is from the date of execution by the DEPARTMENT through the end date identified on page 1 of this Agreement. The GRANTEE is expected to complete the project within the project period.

IV. CHANGES

Any changes to this Agreement requested by GRANTEE must be made in writing to the DEPARTMENT and are subject to DEPARTMENT approval in its sole discretion. Changes requiring an amendment to this Agreement, will be executed by the DEPARTMENT and the GRANTEE in the same manner as this Agreement.

V. GRANTEE RESPONSIBILITIES

The GRANTEE must maintain a record of its participation in the Rural Community Fire Protection Program. Copies of this agreement, appropriate bills, and payments should be kept in a separate folder.

A bid process must be used for all purchases over \$2,500.

The DEPARTMENT is responsible for inventorying nonexpendable items every two years.

Expendable property valued at less than \$5,000 will not be inventoried and is considered the property of the local unit of government. Non-expendable items are property with a value of \$5,000 more.

Local units of government that wish to sell or dispose of non-expendable property of \$5,000 or more in value must contact the DEPARTMENT before disposal.

Disposal of non-expendable items valued at \$5,000 or more:

- a. Notify the DEPARTMENT prior to disposal.

- b. If the value of the item at time of sale is less than \$100, the local unit of government must reimburse the federal government their percentage share of the disposal value based on the percent of federal participation at the time of the grant.
- c. If a like item is purchased with the receipts of the disposal, no reimbursement is necessary, but the DEPARTMENT must be advised so that a correction may be made on the inventory.

The GRANTEE agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

The GRANTEE of this award is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFR's can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Grant and Agreements Office at (640) 557-4106.

The GRANTEE agrees to obtain all necessary permits before commencement of the project. This Agreement shall not be construed to obligate the DEPARTMENT or any other agency to issue any permit required for the completion of the project. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits. The GRANTEE will retain a copy of all permits in the file and make them available to the DEPARTMENT upon request.

The GRANTEE affirms to have control of the project area through fee-simple title, lease or other recorded interest in the project area or written permission from the owner of the project area to complete project activities.

This Agreement shall not be construed to require the DEPARTMENT to operate or maintain or to contribute to the operation or maintenance of the project improvements and associated project activities that are the subject of this Agreement for the course of the expected useful life.

The GRANTEE is solely responsible for the operation and maintenance of the project activities that are the subject of this Agreement and the actions of any employee or agent of the GRANTEE acting within the scope of their employment or agency.

The GRANTEE shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

VI. PURCHASING AND CONTRACTING

The GRANTEE agrees to adhere to all contracting and procurement requirements as outlined in the OMB guidance listed in Part III of this agreement, for the year the grant award was issued or the most recent OMB guidance.

The DEPARTMENT reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The GRANTEE is solely responsible for all contractual activities performed under this Agreement. Further, the DEPARTMENT will consider the GRANTEE to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the GRANTEE in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

VII. USE OF MATERIAL

Unless otherwise specified in this Agreement, the GRANTEE may release information or material developed under this Agreement, provided it includes specific recognition of assistance received from the DEPARTMENT.

The DEPARTMENT retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the GRANTEE or another person.

VIII. ASSIGNABILITY

This Agreement and grant may not be transferred or assigned to any other agency, group, or individual without prior written approval by the DEPARTMENT.

IX. NON-DISCRIMINATION

The GRANTEE shall comply with 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 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 sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability that is

unrelated to the individual's ability to perform the duties of a particular job or position. The GRANTEE agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

No individual shall be denied access to grant-funded facilities or activities on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.

X. LIABILITY

The GRANTEE hereby represents that it will defend any suit brought against either party that involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands controlled by the GRANTEE connected with or affected by the project.

The GRANTEE is responsible for all claims, demands, judgments, and expenses, including attorney fees, from any and all loss, damage, or injury to person or property, or death arising under or in any manner related to the Agreement, the activities authorized by the Agreement or the use and occupancy of the premises, project area or facilities.

XI. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the GRANTEE's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XII. ANTI-LOBBYING

The GRANTEE shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action."

XIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the GRANTEE certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
2. Have not within a three-year period preceding this Agreement 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.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

XIV. IRAN SANCTIONS ACT

By signing this Agreement, the GRANTEE is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XV. AUDIT AND ACCESS TO RECORDS

The DEPARTMENT reserves the right to conduct a programmatic and financial audit of the project and may withhold payment until the audit is satisfactorily completed. The GRANTEE will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The GRANTEE will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.

XVI. INSURANCE

The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are

ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

XVII. OTHER SOURCES OF FUNDING

The GRANTEE agrees to notify the DEPARTMENT immediately if funding for the same or a substantially similar project is received and to cease all activity under this Agreement until the difference in scope between projects is identified and agreed upon by all parties.

The GRANTEE guarantees that any claims for reimbursement made to the DEPARTMENT under this Agreement must not be financed by any source other than the DEPARTMENT under the terms of this Agreement. If funding is received through any other source, the GRANTEE agrees to delete from GRANTEE's billings, or to immediately refund to the DEPARTMENT, the total amount representing such duplication of funding.

XVIII. REIMBURSEMENT

This is a reimbursement grant program. All project expenses must be incurred and paid before being submitted for reimbursement.

1. The DEPARTMENT will reimburse the GRANTEE a total amount not to exceed the amount on page 1 of this Agreement, in accordance with APPENDIX A. Any cost overruns incurred to complete the project activities called for by this Agreement shall be the sole responsibility of the GRANTEE.
2. The GRANTEE is required to submit all purchase documentation- invoice, plus payment verification (copy of money order, cashier's check, or check issued with a copy of the bank statement) in order to receive reimbursement. Documentation of expenditures and value of match and donations must meet written DEPARTMENT requirements as specified in the OMB guidance for the year the grant was issued or the most recent version of the OMB guidance. The DEPARTMENT reserves the right to request additional information necessary to substantiate payment.
3. The GRANTEE is responsible for providing documentation of all matching funds committed to the project. If the GRANTEE fails to meet the match obligation the DEPARTMENT may withhold or require repayment of grant funds.
4. The DEPARTMENT has 45 calendar days to make payment on completed reimbursement requests.
5. The GRANTEE must be a registered vendor with the State of Michigan SIGMA Vendor Self Service (VSS) system to receive payments. The registration website is: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>. All grant funds will be paid by Electronic Funds Transfer (EFT).
6. **Due to the State's year-end closing procedures, final reimbursement requests must be submitted to the DEPARTMENT no later than September 1, 2022 to allow the State to complete its accounting for that fiscal year. Any requests for reimbursement submitted after the deadline will be denied by the DEPARTMENT.**

XIX. CLOSEOUT

A determination of project completion, which may include a site inspection and an audit, shall be made by the DEPARTMENT after the GRANTEE has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in APPENDIX A.

Upon issuance of final payment from the DEPARTMENT, the GRANTEE releases the DEPARTMENT of all claims against the DEPARTMENT arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the DEPARTMENT's claims against the GRANTEE. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.

The GRANTEE shall immediately refund to the DEPARTMENT any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

XXI. TERMINATION

This Agreement may be terminated by the DEPARTMENT as follows:

1. Upon 30 days written notice to the GRANTEE:
 - a. If the GRANTEE fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation, or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the GRANTEE knowingly and willingly presents false information to the DEPARTMENT for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the DEPARTMENT finds that the GRANTEE, or any of the GRANTEE's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the DEPARTMENT shall withhold payment for any findings under subparagraphs a through d, above and the GRANTEE will immediately cease charging to the grant and stop earning match for the project.
2. Immediately and without further liability to the DEPARTMENT if the GRANTEE, or any agent of the GRANTEE, or any agent of any subcontract is:
 - a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. 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, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under state or federal antitrust statutes;
 - d. Convicted of any other criminal offense that, in the sole discretion of the DEPARTMENT, reflects on the GRANTEE's business integrity; or
 - e. Added to the federal or state Suspension and Debarment list.

If a grant is terminated, the DEPARTMENT reserves the right to require the GRANTEE to repay all or a portion of funds received under this Agreement.

Failure of the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

- a. Terminate this Agreement; and/or
- b. Withhold and/or cancel future payments to the GRANTEE under this Agreement or any other grant projects administered by DEPARTMENT until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
- c. Withhold action on all pending and future grant applications submitted by the GRANTEE and/or
- d. Require repayment of grant funds paid to GRANTEE; and/or
- f. Require specific performance of the Agreement.

XXII. RELATIONSHIP

The GRANTEE is considered a sub-recipient in this grant agreement. The GRANTEE is to use the Federal funds to carry out the program purpose of this Federal award. During the term of this grant the GRANTEE must adhere to all applicable Federal program requirements that are listed in the award, that is included in APPENDIX 2.

RESOLUTION 2022-007

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A GRANT AGREEMENT FOR VOLUNTEER FIRE ASSISTANCE TO BE USED FOR FIRE EQUIPMENT BETWEEN THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF CLARE.

WHEREAS, the City of Clare applied for and was awarded a grant in the amount of \$4,999 (\$4,999 match) to help cover the cost of upgrading fire department radios and to replace a flatbed box for the grass truck; and

WHEREAS, the Michigan Department of Natural Resources (MDNR) has provided the City a grant agreement as a condition of issuance of the funds; and

WHEREAS, the City has reviewed the terms and conditions of said grant agreement and determined the terms and conditions of the proposed agreement are satisfactory and in the best interests of the City.

NOW THEREFORE BE IT RESOLVED THAT the Clare City Commission hereby approves the Grant Agreement and authorizes the City Manager to sign the Agreement on behalf of the City of Clare the 2022 MDNR Volunteer Fire Assistance Grant.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

This Resolution was introduced by Commissioner___and supported by Commissioner____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 17th day of January, 2022.

Diane Lyon, City Clerk