

Late Addition #1

EXECUTIVE DOCUMENT SUMMARY

Department: Parks & Recreation	Submittal Dates
Contact Person: <u>Dave Barrons</u>	<input checked="" type="checkbox"/> Executive Board: <u>04/11/2017</u>
Telephone No.: <u>231-929-7485</u>	<input checked="" type="checkbox"/> Regular Session: <u>04/18/2017</u>

Source Selection Method	VENDOR: <u>US Fish & Wildlife Service</u>
<input type="checkbox"/> Select One	Address: _____
<input checked="" type="checkbox"/> Other: <u>In-Kind, Parks & Rec Budget</u>	Phone: <u>989/356-5011</u>


Budgeted Amount: _____	Contracted Amount: _____
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Document Description	
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Other _____

Request to Waive Board Policy on Bid Requirements

The Leelanau County Parks and Recreation Commission received final approval on a Landowner agreement between the U.S. Fish & Wildlife Service and Leelanau County (see attached). Because the Commission only approved its Veronica Valley Park Committee to pursue the grant, and then received notification late last week of tentative approval by USF&W, the Commission will be holding a Special Meeting next Monday afternoon to recommend approval of the landowner agreement to the County Board of Commissioners.

Suggested Recommendation: Motion to recommend that pending approval by the Leelanau County Parks and Recreation Commission, the County Board of Commissioners approve the Landowner Agreement between Leelanau County and US Fish & Wildlife Service, as presented.

Department Head Approval: 

Date: 04/10/2017

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Landowner Agreement No: 31330-H-J010

Cost Structure: FF03F23200

FG.HC11210303HR0

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated 04/19/2017, between the County of Leelanau and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

William Bunek, Chairman of the Board of County Commissioners for Leelanau County, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Leelanau County, State of Michigan, described as follows: all of, or within, T29N R12W Sec 13NE, known as Veronica Valley, Leelanau County Park, (see attached map in Exhibit A. for details).

In signing this Agreement and receiving the Notice of Award Letter, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the USFWS to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s), or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on 04/19/2027. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party(ies). However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ 2,000.00

Landowner:

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding

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rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS to implement the project described in the work plan, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify USFWS contribution to the project during public presentations, reports, or other information published about the project, as appropriate

USFWS:

The USFWS will work with the Landowner(s) throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in Exhibit A, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

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Spatial Information Sharing: In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

I/We, the Landowner(s), consent to having spatial information about this project shared with other conservation cooperators.

I/We, the Landowner(s), do NOT wish to have any spatial information about this project shared with other conservation cooperators.

Signatures:

William J. Bunek, Chairman of the Board of County Commissioners of Leelanau County Date
Landowner

Heather Rawlings, USFWS Partners for Fish and Wildlife Program Biologist Date

Scott Koproski, USFWS Project Leader Date

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EXHIBIT A

The habitat improvements described below are agreed to by Leelanau County, the USFWS, in a Landowner Agreement dated 04/19/2017.

Landowner Contact Information:

Name: William J. Bunek
Mailing Address: 8527 Government Circle Drive Suite 101
City: Suttons Bay State MI Zip code : 49682
Telephone Numbers: Work: 231/256-9711 Fax: 231/256-0120
Email: wbunek@co.leelanau.mi.us / cjanik@co.leelanau.mi.us

Description of Habitat Improvement Project and Objectives:

Leelanau County is developing this parcel, Veronica Valley County Park in cooperation with Designs By Nature, into a major native grassland area for upland bird habitat. The site lies within a north/south migration corridor along the northern tip of the lower peninsula of Michigan. This site will provide both nesting and stop-over habitat for many bird species using this migration corridor. In addition, this area will be used for bird population monitoring, grassland education, and aesthetics for the general public.

A total of 20 acres of the 92.5 acre parcel will be converted to a Michigan genotype native grass and forbs mixture over the span of 4 years. A year following the grassland plantings Michigan genotype forbs will be introduced to the site. Spot-treatment for invasive species will be conducted annually with each new phase of the project. Vern Stephens, the owner of Designs By Nature, LLC has been contracted by the landowner to oversee planting and maintenance. 2017 is the first year of this project. In 2017 the first 10 acres will be planted into native grasses (Little Bluestem). Wildflowers will be planted in Fall 2017 if the grasses are firmly established, if not we will wait until Fall 2018. The second and final 10 acres will be planted in Spring 2018.

USFWS will:

1. Review and oversee completion of the grassland projects as described above and in attached documents.
2. Work with Designs By Nature, LLC to ensure Michigan genotype seed is provided for plantings and to insure invasive species have been and will continue to be removed from grassland and buffer strip sites.
3. Upon completion of project, conduct a final inspection with the Cooperator to review maintenance and management requirements.
4. Conduct inspections throughout the life of the agreement (10 years).
5. Purchase Michigan genotype grasses for Field #1 (\$1,300- paid by cc)
6. Reimburse the Landowner for itemized project costs not to exceed **\$2,000**. Any excess cost will be the responsibility of the Landowner.

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The Landowner(s) will:

1. Contract the removal of all invasive plants from prairie planting sites, contract the site maintenance work and planting for the first 10 acres of fallow field. Estimated value of landowner contribution is **\$8,853**.
2. Contact the Service representative listed on the Habitat Development Agreement if you have any questions on native grass management. The Service can provide management advice to the landowner during the life of the contract.

Budget Table:

Object Class Categories ^a	Partners				
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$4,500.00	\$	\$	\$	\$
Supplies	\$	\$1,300.00 (seed)	\$	\$	\$
Contractual	\$4,353.00	\$2,000.00	\$	\$	\$
Other - In-Kind	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$
Totals	8,853.00	\$3300.00	\$	\$	\$12,153.00

^a The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

The USFWS Partners Program is paying 27% associated with supplies and contractual costs for this project for a total commitment of **\$ 3,300** itemized below.

Supplies:

Herbicide = \$ 303.00 (County)

Grass seed = \$ 1,300 (USFWS, purchased by credit card)

Contractual: (\$2,000 of which will be paid by USFWS)

Herbicide Application (Fall 2016) = \$1,750 (Paid by County in 2016)

Disking Field #1= \$900

Planting field #1= \$850

Spraying Spring 2017= \$850

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Management Plan= \$450
Site Visit= \$400
Spray #2= \$850

Sub-total: \$7,653
(\$3,300 USFWS, \$1,750 County paid in 2016, leaving the County paying \$2,603 in 2017)

In-Kind:

Mower deck purchased in 2016 by County (\$9,600) to be used for Veronica Valley (and other parks, but primarily at VV) = \$4,500

Total Project Cost: \$12,153.00

Indirect Cost Statement:

We are a local government entity that will charge all costs directly.

A-133 Single Audit Reporting Statement:

NOT required to submit an A-133 report for the most recently closed fiscal year

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OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.


NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman, Leelanau Co. Board of Commissioners
APPLICANT ORGANIZATION Leelanau County	DATE SUBMITTED 04/19/2017

Standard Form 424B (Rev. 7-97) Back

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OMB Number: 4040-0004
Expiration Date: 10/31/2019

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="11/03/2016"/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text" value="Partners for Fish and Wildlife"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="Leelanau County"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="REDACTED"/>	* c. Organizational DUNS: <input type="text" value="REDACTED"/>	
d. Address:		
* Street1: <input type="text" value="8527 Government Center Dr. Suite 101"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Suttons Bay"/>	County/Parish: <input type="text" value="Leelanau"/>	
* State: <input type="text" value="MI: Michigan"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="49682-9742"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/>	* First Name: <input type="text" value="Chet"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Janik"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="County Administrator"/>	
Organizational Affiliation: <input type="text" value="Leelanau County"/>		
* Telephone Number: <input type="text" value="231/256-9711"/>	Fax Number: <input type="text" value="231/256-0120"/>	
* Email: <input type="text" value="cjanik@co.leelanau.mi.us"/>		

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Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

U.S. Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.631

CFDA Title:

Partners for Fish and Wildlife

* 12. Funding Opportunity Number:

F17AS00015

* Title:

Partners for Fish and Wildlife

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Native Grassland Restoration in Veronica Valley, a County Park

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

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Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant	MI-01
* b. Program/Project	MI-01
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
17. Proposed Project:	
* a. Start Date:	04/19/2017
* b. End Date:	12/31/2020
18. Estimated Funding (\$):	
* a. Federal	3,300.00
* b. Applicant	8,853.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	12,153.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on	<input type="text"/>
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If "Yes", provide explanation and attach	
<input type="text"/>	<input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix:	<input type="text"/>
* First Name:	William
Middle Name:	J.
* Last Name:	Bunek
Suffix:	<input type="text"/>
* Title:	Chairman of the Board of County Commissioners
* Telephone Number:	231/256-7124
Fax Number:	<input type="text"/>
* Email:	<input type="text"/>
* Signature of Authorized Representative:	<input type="text"/>
* Date Signed:	04/19/2017