



Working together, restoring the river

Annette DeMaria, P.E., PMP
Executive Director

DRAFT AGENDA EXECUTIVE COMMITTEE MEETING

March 16, 2020, 1:00 p.m.
Livonia DPW
12973 Farmington Rd., Livonia

1. **Welcome** – Doug Moore, Chair
2. **Roll Call of Members** (ARC Staff) and record of others present

| <i>Alliance of Rouge Communities Executive Committee</i> | | |
|--|---------------------------|---|
| Officers | | |
| Chair | Doug Moore | Livonia |
| Vice-Chair | Charles Markus | Bloomfield Twp. |
| Treasurer | Vacant | |
| Past Chair & Interim Treasurer | Brandy Siedlaczek | Southfield |
| Counties | | |
| Oakland Co. – Rep. | Jim Nash | OCWRC |
| Oakland Co. – Alt. | Jacy Garrison, Jim Wineka | OCWRC |
| Washtenaw Co.- Rep. | Evan Pratt | WCWRC |
| Washtenaw Co.- Alt. | Heather Rice | WCWRC |
| Wayne Co. - Rep. | Noel Mullett | WCDPS |
| Wayne Co. - Alt. | Vacant | WCDPS |
| SWAGs | | |
| Main 1 & 2 - Rep. | Brandy Siedlaczek | Southfield |
| Main 1 & 2 - Alt. | Olivia Olsztyn-Budry | Bloomfield Twp. |
| Main 3 & 4 - Rep. | George Bednarski | Redford Twp. |
| Main 3 & 4 - Alt. | Vacant | |
| Upper - Rep. | Karen Mondora | Farmington Hills |
| Upper - Alt. | Trisha Gabriel | Livonia |
| Middle 1 - Rep. | Bob Belair | Northville Twp. |
| Middle 1 - Alt. | Kate Richardson | Novi |
| Middle 3 - Rep. | Ramzi El-Gharib | Westland |
| Middle 3 - Alt. | <i>Invitation sent</i> | <i>Kristina Kramarz, Dearborn Heights</i> |
| Lower 1 - Rep. | Brad Lear | Canton Twp. |
| Lower 1 - Alt. | Vacant | |
| Lower 2 - Rep. | Mike Buiten | Wayne |
| Lower 2 - Alt. | Jerome Bivins | Inkster |
| Lower 2 - Alt. | Kathy Hood | Romulus |

Cooperating Partners:

Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority
The Henry Ford

- 3. Additions or Changes to Draft Agenda**
- 4. Summary of November 12, 2019 Executive Committee Meeting** Action
- 5. Executive Director Report (ARC Staff)**
 - A. MS4 Permit Update Information
 - B. Grant Report Information
- 6. Standing Committee Reports**
 - A. Finance Committee (Siedlaczek, Interim Treasurer/C. O’Meara)
 - 1. Open ARC Treasurer position Action
 - 2. A/P, A/R & Profit/Loss Report Information
 - 3. 2020 Membership dues Information
 - 4. 2020 & 2021 Dues planned 2% increase Information
 - 5. Dues options for Oakland County Road Commission Information
 - 6. Revision to Accounting Procedures Manual Action
 - 7. 2020 Budget Amendments & Adjustments
 - a. Adding SPAC Grant Action
 - b. Adding Wayne County EPA Grant Action
 - c. Reduction in Wayne County budget of \$28,500 Information
 - 8. ECT Contract Amendment Action
 - a. Adding SPAC Grant activities
 - b. Adding Wayne County EPA Grant activities (upon IAA award)
 - B. Organization Committee (Mullett/C. O’Meara)
 - 1. Revision to ARC Bylaws Action
 - C. PIE (Public Involvement and Education) Committee (Garrison, Chair)
 - 1. Status Report Information
 - D. Technical Committee (Mondora, Chair)
 - 1. Status Report Information
- 7. Report from Counties**
- 8. Other Business**
 - A. Conflict of Interest Policy renewal (sign and give to Chris) Action
- 9. Summary of Executive Committee Actions (O’Meara)**
- 10. Upcoming Meetings**
- 11. Adjourn**



Annette DeMaria, P.E., PMP
Executive Director

Auburn Hills
Beverly Hills
Bingham Farms
Birmingham
Bloomfield Hills
Bloomfield Twp.
Canton Twp.
Commerce Twp.
Dearborn Heights
Farmington
Farmington Hills
Franklin
Garden City
Henry Ford College
Inkster
Lathrup Village
Livonia
Melvindale
Northville
Northville Twp.
Novi
Oak Park
Oakland County
Orchard Lake
Plymouth
Plymouth Twp.
Redford Twp.
Rochester Hills
Romulus
Southfield
Troy
University of
Michigan-Dearborn
Van Buren Twp.
Walled Lake
Washtenaw County
Wayne
Wayne County
Wayne County
Airport Authority
West Bloomfield Twp.
Westland
Wixom

DRAFT EXECUTIVE COMMITTEE MEETING SUMMARY

November 12, 2019, 1:30 p.m.
12973 Farmington Rd., Livonia

1. Welcome – Doug Moore, Chair

2. Roll Call of Members

ECT took roll call of members and others in attendance. A quorum was present.

| ARC Executive Committee | | | Attended Meeting |
|------------------------------|----------------------------------|---------------------|------------------|
| Officers | | | |
| Chair | Doug Moore | Livonia | Y |
| Vice-Chair | Charles Markus | Bloomfield Twp. | Y |
| Treasurer | Jill Rickard | Northville Twp. | Y |
| Past Chair | Brandy Siedlaczek | Southfield | Y |
| Counties | | | |
| Oakland Co. – Rep. | Jim Nash | OCWRC | N |
| Oakland Co. – Alt. | Jim Wineka, Jacy Garrison | OCWRC | Y-JG, N-JW |
| Washtenaw Co.- Rep. | Evan Pratt | WCWRC | N |
| Washtenaw Co.- Alt. | Heather Rice | WCWRC | N |
| Wayne Co. - Rep. | Noel Mullett | WCDPS | Y |
| Wayne Co. - Alt. | Vacant | WCDPS | |
| SWAGs | | | |
| Main 1 & 2 - Rep. | Olivia Olsztyn-Budry | Bloomfield Township | N |
| Main 1 & 2 - Alt. | VACANT | | |
| Main 3 & 4 - Rep. | George Bednarski | Redford Township | Y |
| Main 3 & 4 - Alt. | VACANT | | |
| Upper - Rep. | Karen Mondora | Farmington Hills | Y |
| Upper - Alt. | Trisha Gabriel | Livonia | Y |
| Middle 1 - Rep. | Bob Belair | Northville Township | Y |
| Middle 1 - Alt. | Kate Richardson | Novi | Y |
| Middle 3 - Rep. | Ramzi El-Gharib | Westland | N |
| Middle 3 - Alt. | Invitation sent Kristina Kramarz | Dearborn Heights | N |
| Lower 1 - Rep. | Brad Lear | Canton Township | Y |
| Lower 1 - Alt. | VACANT | | |
| Lower 2 - Rep. | Mike Buiten | Wayne | Y |
| Lower 2 - Alt. | Jerome Bivins | Inkster | Y |
| Lower 2 - Alt. | Kathy Hood | Romulus | Y |

Others Present: Annette DeMaria, John O’Meara, Chris O’Meara, ECT Staff, Tina Cusac, CPA

Cooperating Partners:
Cranbrook Institute of Science
Friends of the Rouge
Great Lakes Water Authority
Rouge River Advisory Council
SEMCOG
Southeastern Oakland
County Water Authority
The Henry Ford

3. Additions or Changes to Draft Agenda

Annette DeMaria requested that the PIE and Technical Committee reports be delayed until the Full ARC meeting on 11/20/19. The Committee agreed.

4. Summary of September 24, 2019 Executive Committee Meeting

The motion was made by Bob Belair, Northville Twp., to accept the September 24, 2019 meeting summary. The motion was seconded by Jacy Garrison, Oakland County, and passed unanimously.

5. Executive Director Report

a. MS4 Permit Update

Annette DeMaria reported that we are waiting for EGLE to Public Notice the permits for the Townships. She expects this soon.

b. Stormwater Utility

Annette DeMaria shared that the stormwater utility legislation is once again being considered by the State legislature. She traveled to Lansing to speak in front of the House Regulatory Reform Committee in support of the legislation. One entity who objected to the bill was the Michigan Environmental Council (MEC) who questioned the affordability of the bill. Chuck Hersey, SEMCOG, followed up with them and asked that if communities are members of the MEC that they speak to them as well to express your support of the bill. She reported that the bill has good momentum and the ARC prepared a letter of support along with several communities who gave permission for Annette to sign them as supporting the Bill at the committee hearing.

c. Great Lakes Restoration Celebration

Chris O'Meara reported that the Great Lakes Restoration Celebration scheduled for October 18 held at The Henry Ford was a success. Senator Stabenow and Wayne County Executive Warren Evans both attended and spoke. They both attended the Rouge River Oxbow ribbon cutting immediately after. Federal agencies attending include EPA, NOAA, and the USDA-Forest Service. The space was donated by The Henry Ford, ECT sponsored the continental breakfast and SEMCOG donated the printing of the book detailing the restoration projects being completed by watershed groups in southeast Michigan.

d. Construction Contracting

John O'Meara informed the Committee that ARC staff have researched and had discussions with various communities on the ARC managing construction contracts with the upcoming grant funded projects. In the past the ARC has had a community provide the construction contracts. Moving forward ARC staff will work with the host community to have the ARC contract for construction services jointly with the community on construction projects) Joint contracts appear to allow for "local requirements" with less contracting and do not require sub grant awards. This allows for ARC to pay contractors directly so community does not need to front the money and the community does not need to provide grant management at their level as well. There was a question of when a project may need to request additional funds. John O'Meara stated that ARC Staff would work with the community to either request additional funds or rescope the project.

6. Standing Committee Reports

a. Finance Committee

A/P, A/R Report & Profit/Loss Report

Chris O'Meara reported that all dues invoices have been sent out. The only community that has not paid their 2019 dues is Bloomfield Hills. Jill Rickard, ARC Treasurer, has been asked to follow-up with Bloomfield Hills. Chris O'Meara reported that payables are in the approval process.

Email Ratification for 2013 Contract Amendment to Appendix M

Chris O'Meara reviewed the October 4, 2019 email vote that received 17 yea votes and 0 nay for the 2013 Contract Amendment to Appendix M between the ARC and ECT updating the cost and scope effective upon Wayne County Commission approval. The amendment increases ECT's budget by \$150,000 from \$296,000 to \$446,000 to complete the HFE Dam Fishway Implementation Restoration project. The vote was then moved to the Full ARC for approval through email.

The motion was made by Jill Rickard, Northville Twp., to ratify the 10/4/19 email vote on the 2013 Contract Amendment to Appendix M between the ARC and ECT updating the cost from \$296,000 to \$446,000 and scope effective upon Wayne County Commission approval. The motion was seconded by Brandy Siedlaczek, Southfield and passed unanimously.

2020 ARC Budget Recommendations

ARC Staff reviewed the budget recommendations that were presented to the Finance Committee on November 7, 2019. The recommendations follow the 5-year plan that was approved in 2018 for the activities that meet the Collaborative PEP, IDEP and TMDL along with the Executive Director services.

Annette DeMaria reported that the 5-year Budget Plan was updated to include the approved TMDL plan that includes the monitoring needs in future years. The 5-year Plan was also updated to include the actual roll-over of the 2018 funds to 2019. Annette also reported that we expect to be short funds (approx. \$150,000) in the next 5-year cycle (2024-2028) but that will change as the 2024-2028 scope of work is flushed out. She also anticipates unspent budget each year and it is possible that grant funds can support future efforts.

Annette DeMaria reviewed the recommendation from the Finance Committee to provide \$5,000 of the PIE printing budget to support the Great Lakes Water Authority's "One Water" public education campaign. This does not increase the budget. We anticipate getting more bang for our buck this way and will contract with them for the money to support the pet waste containers, of which the ARC will be guaranteed to receive a specific number. This will eliminate the double spending on this popular item with the public and introduce a different slogan to them.

Annette DeMaria discussed the request from an ARC member to increase funding to Friends of the Rouge (FOTR) to support macroinvertebrate monitoring. There was discussion by the Executive Committee on the pros and cons of the request. There was concern by some communities that FOTR is asking them directly to fund the monitoring activities in their community and while also receiving funding from the ARC. There was concern that this may be "double payment" by the community if they do that and pay dues to the ARC. It was assumed that each individual community would make that decision on their own. Noel Mullett reported that he is willing to reduce his ARC budget by \$5,000 to allow the ARC to increase FOTR's monitoring budget for 2020 from \$5,000 to \$10,000. Noel Mullett stated that Wayne County would provide the same level of service and perform all tasks but would provide those activities as additional in-kind services (increasing their in-kind support from the budgeted \$7,500 to \$12,500).

The motion was made by Jill Rickard, Northville Twp., to forward the 2020 ARC Budget Recommendations to the Full ARC which include \$5,000 to support the GLWA “One Water” campaign, decreasing Wayne County’s budget/increasing their in-kind services by \$5,000 and increasing the budget for FOTR to \$10,000 for monitoring activities. The motion was seconded by Mike Buiten, Wayne, and passed unanimously.

b. Organization Committee

Revision to ARC Bylaws

Chris O’Meara reviewed the revision to the ARC Bylaws which were:

Current Bylaw text:

2. Executive Committee

The ARC Executive Committee will meet at least four times each year at the call of the Chair.

Bylaw amendment:

2. Executive Committee

The Chair shall convene regularly scheduled Executive Committee meetings each year.

Chris O’Meara reported that revisions to the Bylaws required a 30 day notice to the Full ARC. These will be presented at the November 20, 2019 Full ARC for information and will be voted to accept at the first Full ARC meeting in 2020.

The motion was made by Karen Mondora, Farmington Hills, to formally notice all members the revisions to Article IV, Section F, Item 2 of the ARC Bylaws. The motion was seconded by Charles Markus, Bloomfield Twp. and passed unanimously.

7. Report from Counties

Jacy Garrison, Oakland County, informed the Committee that they are preparing the 15th annual kids calendar which had participation from 14 schools with 715 entries. It is expected to be ready for distribution in December. She also stated that Oakland County and Livingston County’s Stormwater Standards have not been approved yet, but communications are positive, and she expects them to be approved in 2020.

Jacy Garrison reported that the MIWaters reporting was pretty painless and that she expects that Oakland County will put together a document that provides guidance to communities on what they will need to track.

Noel Mullett reported that the State has agreed to all the elements of Wayne County’s (and Macomb County’s) Stormwater Management Standards and their permit should be public noticed soon. For Oakland County, the OCWRC is still negotiating with the State on the Water Quality Treatment Criteria and Channel Protection Volume Criteria which are 1.0” and 1.9” respectively in Wayne County. The State is asking Oakland (and Livingston County) to control higher volumes based on the development potential and soils types that better support infiltration.

Noel Mullett also mentioned that they are unsure how the standards will apply to road projects.

Noel Mullett informed the Committee of the upcoming Stormwater Summit on November 20, 2019 from 8 a.m. – noon where the standards will be outlined along with anticipated O&M procedures.

He is hopeful that it goes to the Wayne County Commission in early 2020, as their commitment to the State is adoption by April 2020.

8. Summary of Executive Committee Actions

- The motion was approved to accept the September 24, 2019 meeting summary.
- The motion was approved to recommend to the Full ARC the 2020 Budget Recommendations.
- The motion was approved to formally notice to the Full ARC the revision to the ARC Bylaws, Article IV, Section F, Item 2.
- The motion was approved to ratify the 10/4/19 email vote on the 2013 Contract Amendment to Appendix M between the ARC and ECT updating the cost from \$296,000 to \$446,000 and scope effective upon Wayne County Commission approval.

9. Upcoming Meeting(s)

- Full ARC meeting, November 20, 2019 at 1:00 p.m., Inkster.

10. Adjourn

The motion to adjourn the meeting was made by Jill Rickard, Northville Twp., and seconded by Mike Buiten, Wayne. The motion passed.

ONGOING ARC GRANT PROJECTS STATUS – 3/16/2020

SAW Grant: Monitoring and Stormwater Management Planning

- ARC's final reimbursement request on hold until permits are issued (\$22,294.08).

EPA Wayne County Rouge AOC Habitat Projects

- **Henry Ford Estate Dam Fish Passage**
 - Work was ongoing until beginning of March 2020. Work has stopped until May/June 2020 and will finish up by August 1. Lowering of the water control will not take place for at least one year.
- **Oxbow Phase III Implementation**
 - Work completed other than maintenance which will be done through July 2020.

EPA Rouge River AOC Habitat Restoration Design- Tamarack/Fish Hatchery (\$583,220)– The ARC received a grant from EPA for design engineering for the restoration of Tamarack Creek/wetland and habitat restoration on Johnson Creek at Fish Hatchery Park. These two priority projects were considered the next one that would have significant impact on the removal of the BUIs in the Rouge AOC.

- | | |
|---|--|
| <ul style="list-style-type: none">• Tamarack Wetland and Creek Restoration<ul style="list-style-type: none">○ Property owners' meetings○ MDOT meeting○ 75% design completed○ Anticipated bidding Aug 2020 | <ul style="list-style-type: none">• Johnson Creek Fish Hatchery Restoration<ul style="list-style-type: none">○ Design completed○ EGLE permit received○ Project to be bid April 2020 |
|---|--|

EPA Rouge River AOC Habitat Restoration Implementation - Tamarack/Fish Hatchery (\$3,308,139)

The ARC has received from EPA the grant for Johnson Creek and Tamarack Implementation. QAPP was submitted to EPA. Anticipate construction of Johnson Creek to start in May/June 2020 and Tamarack Creek in September/October 2020.

EPA Rouge River AOC Seeley Creek Habitat Restoration (\$815,000)

The ARC has received from EPA of award of the grant for Seeley Creek in Farmington Hills.

- After the QAPP was completed and approved, topographical survey was completed in early December 2019
- Desk top T&E Review was conducted in January 2020
- Started existing conditions hydraulic analysis in February 2020
- Stream assessment, habitat assessment, and wetland delineation March 2020

GRANTS AWARDED

EGLE Rouge River AOC PAC Support (\$75,000)

EGLE awarded a grant to the ARC to continue coordination role for RRAC and development of the AOC habitat list project narratives. Also included in this grant are fish surveys in 2020/2021 and fall macroinvertebrate surveys in 2020/2021 to be completed by FOTR.

Wayne County EPA Rouge River AOC Wayne County Parks Habitat Restoration Design project (\$731,000)

Wayne County received a GLRI grant to complete the design on 5 AOC habitat projects located within Wayne County Parks. Wayne County has initiated an IAA with the ARC to complete this work. Work will begin in April 2020.

12:41 PM

03/02/20

Alliance of Rouge Communities
A/P Aging Summary
As of March 2, 2020

| | <u>Current</u> | <u>1 - 30</u> | <u>31 - 60</u> | <u>61 - 90</u> | <u>> 90</u> | <u>TOTAL</u> |
|--|-------------------------|--------------------|--------------------|--------------------|---------------------|-------------------------|
| Environmental Consulting & Technolo... | 79,509.03 | 0.00 | 0.00 | 0.00 | 0.00 | 79,509.03 |
| Next Day Flyers | 0.00 | 0.00 | 0.00 | 0.00 | -0.53 | -0.53 |
| TOTAL | <u>79,509.03</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>-0.53</u> | <u>79,508.50</u> |

12:40 PM

03/02/20

Alliance of Rouge Communities
A/R Aging Summary
 As of March 2, 2020

| | <u>Current</u> | <u>1 - 30</u> | <u>31 - 60</u> | <u>61 - 90</u> | <u>> 90</u> | <u>TOTAL</u> |
|------------------------------|--------------------------|--------------------|--------------------|--------------------|-------------------------|--------------------------|
| Auburn Hills | 333.00 | 0.00 | 0.00 | 0.00 | 0.00 | 333.00 |
| Bloomfield Township | 19,760.00 | 0.00 | 0.00 | 0.00 | 0.00 | 19,760.00 |
| Canton Township | 34,079.00 | 0.00 | 0.00 | 0.00 | 0.00 | 34,079.00 |
| Commerce Township | 686.00 | 0.00 | 0.00 | 0.00 | 0.00 | 686.00 |
| Inkster | 7,068.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,068.00 |
| Livonia | 35,585.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35,585.00 |
| MDEQ SAW Grant | 0.00 | 0.00 | 0.00 | 0.00 | 22,294.08 | 22,294.08 |
| Melvindale | 3,281.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,281.00 |
| Northville Township | 13,031.00 | 0.00 | 0.00 | 0.00 | 0.00 | 13,031.00 |
| Plymouth Township | 12,963.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12,963.00 |
| Redford Township | 14,496.00 | 0.00 | 0.00 | 0.00 | 0.00 | 14,496.00 |
| Rochester Hills | 2,386.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2,386.00 |
| Van Buren Township | 8,304.00 | 0.00 | 0.00 | 0.00 | 0.00 | 8,304.00 |
| Wayne County Airport Auth... | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Wayne County DOE | 90,914.51 | 0.00 | 0.00 | 0.00 | 0.00 | 90,914.51 |
| West Bloomfield Township | 15,350.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15,350.00 |
| TOTAL | <u>258,236.51</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>22,294.08</u> | <u>280,530.59</u> |

ARC MEMBER 2021 DUES INCREASE

| Community/County | 2018 Dues | 2019 2% increase | 2019 Dues | 2020 2% increase | 2020 Dues | 2021 2% increase | 2021 Dues |
|---------------------------------|-----------|------------------|-----------|------------------|-----------|------------------|-----------|
| Canton Twp. | \$32,756 | \$655 | \$33,411 | \$668 | \$34,079 | \$682 | \$34,761 |
| Dearborn Heights | \$10,605 | \$212 | \$10,817 | \$216 | \$11,033 | \$221 | \$11,254 |
| Garden City | \$7,686 | \$154 | \$7,840 | \$157 | \$7,997 | \$160 | \$8,156 |
| Inkster | \$6,794 | \$136 | \$6,930 | \$139 | \$7,068 | \$141 | \$7,210 |
| Livonia | \$34,203 | \$684 | \$34,887 | \$698 | \$35,585 | \$712 | \$36,296 |
| Melvindale | \$3,154 | \$63 | \$3,217 | \$64 | \$3,281 | \$66 | \$3,347 |
| Northville | \$2,016 | \$40 | \$2,056 | \$41 | \$2,097 | \$42 | \$2,139 |
| Northville Twp. | \$12,525 | \$251 | \$12,776 | \$256 | \$13,031 | \$261 | \$13,292 |
| Plymouth | \$2,667 | \$53 | \$2,720 | \$54 | \$2,775 | \$55 | \$2,830 |
| Plymouth Twp. | \$12,460 | \$249 | \$12,709 | \$254 | \$12,963 | \$259 | \$13,223 |
| Redford Twp. | \$13,933 | \$279 | \$14,212 | \$284 | \$14,496 | \$290 | \$14,786 |
| Romulus | \$2,548 | \$51 | \$2,599 | \$52 | \$2,651 | \$53 | \$2,704 |
| Van Buren Twp. | \$7,982 | \$160 | \$8,142 | \$163 | \$8,304 | \$166 | \$8,471 |
| Wayne | \$5,907 | \$118 | \$6,025 | \$121 | \$6,146 | \$123 | \$6,269 |
| Westland | \$23,794 | \$476 | \$24,270 | \$485 | \$24,755 | \$495 | \$25,250 |
| Wayne County | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Auburn Hills | \$320 | \$6 | \$326 | \$7 | \$333 | \$7 | \$340 |
| Beverly Hills | \$3,421 | \$68 | \$3,489 | \$70 | \$3,559 | \$71 | \$3,630 |
| Bingham Farms | \$772 | \$15 | \$787 | \$16 | \$803 | \$16 | \$819 |
| Birmingham | \$3,737 | \$75 | \$3,812 | \$76 | \$3,888 | \$78 | \$3,966 |
| Bloomfield Hills | \$3,053 | \$61 | \$3,114 | \$62 | \$3,176 | \$64 | \$3,240 |
| Bloomfield Twp. | \$18,993 | \$380 | \$19,373 | \$387 | \$19,760 | \$395 | \$20,156 |
| Commerce Twp. | \$659 | \$13 | \$672 | \$13 | \$686 | \$14 | \$699 |
| Farmington | \$3,112 | \$62 | \$3,174 | \$63 | \$3,238 | \$65 | \$3,302 |
| Farmington Hills | \$29,922 | \$598 | \$30,520 | \$610 | \$31,131 | \$623 | \$31,753 |
| Franklin | \$1,798 | \$36 | \$1,834 | \$37 | \$1,871 | \$37 | \$1,908 |
| Lathrup Village | \$1,436 | \$29 | \$1,465 | \$29 | \$1,494 | \$30 | \$1,524 |
| Novi | \$19,963 | \$399 | \$20,362 | \$407 | \$20,770 | \$415 | \$21,185 |
| Rochester Hills | \$2,293 | \$46 | \$2,339 | \$47 | \$2,386 | \$48 | \$2,433 |
| Southfield | \$21,532 | \$431 | \$21,963 | \$439 | \$22,402 | \$448 | \$22,850 |
| Troy | \$5,294 | \$106 | \$5,400 | \$108 | \$5,508 | \$110 | \$5,618 |
| Walled Lake | \$905 | \$18 | \$923 | \$18 | \$942 | \$19 | \$960 |
| Wixom | \$642 | \$13 | \$655 | \$13 | \$668 | \$13 | \$681 |
| Oakland County | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| West Bloomfield Twp. | \$14,754 | \$295 | \$15,049 | \$301 | \$15,350 | \$307 | \$15,657 |
| Oak Park | \$182 | \$4 | \$186 | \$4 | \$189 | \$4 | \$193 |
| Orchard Lake | \$140 | \$3 | \$143 | \$3 | \$146 | \$3 | \$149 |
| Henry Ford Community College | \$900 | \$18 | \$918 | \$18 | \$936 | \$19 | \$955 |
| University of Michigan-Dearborn | \$900 | \$18 | \$918 | \$18 | \$936 | \$19 | \$955 |
| Schoolcraft College | | | | | \$936 | \$19 | \$955 |
| WCAA | \$2,719 | \$54 | \$2,773 | \$55 | \$2,829 | \$57 | \$2,885 |
| Washtenaw County | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| TOTAL | \$316,476 | \$6,330 | \$322,807 | \$6,456 | \$330,199 | \$6,604 | \$336,803 |

OC Road Commission Potential Dues

From: [Annette DeMaria](#)
To: [Kelley Junco \(kjunco@rcoc.org\)](#)
Cc: [Brandy Siedlaczek \(bsiedlaczek@cityofsouthfield.com\)](#); [Kate Richardson \(krichardson@cityofnovi.org\)](#); [Chris E. O'Meara](#)
Subject: Potential ARC dues for OC Road Commission
Date: Thursday, March 05, 2020 3:33:00 PM

Kelley, per our call today, the OC Road Commission's dues to the ARC can be as high as \$10,000. This is based on the ARC's policy for county dues and the portion of enclosed Oakland County drains in the Rouge that are owned by the Road Commission (350 of 520 total miles or 67%).

However, if the Road Commission is only interested in participating in the Rouge TMDL Plan, then I have been authorized to decrease the due to approximately \$4,000/yr – this assumes that EGLE will not greatly increase the amount of monitoring sites currently being required in the Rouge TMDL Plan. As I mentioned on the phone, the RC can provide in-kind services in lieu of dues. We would need to discuss this in more detail, if there is interest.

I understand that the RC is still evaluating whether joining the ARC is in their best interest. Keep in mind that being a member allows you to use the negotiating power of the ARC when dealing with EGLE.

I am happy to answer any questions.

Annette DeMaria, P.E., PMP
Executive Director

Alliance of Rouge Communities

248-765-4085 (cell) | ademaria@ectinc.com
www.allianceofrougecommunities.com

Accounts Receivable

For each grant, contract, membership or other agreement, the Executive Director will designate the staff responsible for preparation of invoices, payment requests, or reports necessary to secure payment to ARC. The following procedures ensure that all requests for funds are properly recorded and tracked.

- Generally, the Administrative Coordinator processes invoices to partner agencies and members, with copies provided to the Treasurer.
- The Administrative Coordinator prepares requests for funds from other agencies.
- Billings to funding agencies or members are entered as revenue/receivable when sent out to the agencies or members.
- Aged receivables are reviewed by Finance Committee.
- Write-offs of uncollectible receivables must be approved by the Treasurer and documented through the general journal entry for each write-off.
- Accounts receivable are reviewed by the Treasurer and Administrative Coordinator annually to ensure that receivables have a reasonable expectation of being collected and any necessary steps are to taken to ensure collection. If there is no reasonable expectation of collection, a decision is made on what action to take.

OTHER FINANCIAL SAFEGUARDS

Travel

The ARC travel policy will be used and requires that sound business judgment is used in both determining the need for travel on behalf of the ARC, as well as in expending financial resources when travel is necessary. This travel policy will apply to any ARC-funded travel outside of the general boundaries of the Rouge River Watershed conducted by ARC members, Executive Director Staff or contractors.

Allocation of Costs

All programs will be charged their fair share of the costs whose benefits are not readily identifiable with a specific program or funding source but are necessary to the general operation of the organization.

Beginning, January 1, 2018, the costs of providing program and other activities will be summarized on a functional basis. Expenses that can be identified with a specific program will be charged directly to that program. Program expenses that cannot be identified with a specific program will be allocated. For 2018, executive director services are allocated based on the budget for these services and any operating expenses that benefit more than one cost center (program, management & general, and fundraising) will be allocated based on the ratio of program executive director services to total executive director services. This will be done at the end of 2018 by the Administrative Coordinator.

Property, Inventory and Control

The ARC does not own any real property or equipment. However, in the event any real property or equipment is procured with ARC funds or with grant funds from the U.S. Environmental Protection Agency (EPA), or other federal agencies, the ARC Property Management Policy will be followed.

Management Override of Policies or Procedures

If a member of the ARC staff or member community suspects that a high-level member within the ARC or Executive Director Staff is attempting to override established policies, procedures or procurement controls for personal gain or advantage, it should be reported to the ARC Chair or other officer. Any information reported will be kept confidential.

Audits

The ARC is required to have an annual audit. Periodically, as determined by the Board, a Request for Proposal is sent to audit firms qualified to provide the type of audit that meets the ARC and/or funder need. The Audit Committee is responsible for soliciting bids, interviewing firms and making the recommendation to the Executive Committee when selecting the firm to be awarded the audit contract. Acceptance of the audit contract will be evidenced by a signed audit engagement letter that contains the type of service to be provided, the timeframe for providing the service, the cost for the service including incidental expenses, the term of the engagement and a clause stating "if unanticipated issues arise during the course of the audit that will result in additional fees, the audit firm will notify the Audit Committee for approval prior to incurring additional costs".

The audit is reviewed in detail by the Audit Committee, but presented to the Executive Committee by the auditor and accepted by the Full ARC based upon recommendation by the Audit Committee.

**Alliance of Rouge Communities
DRAFT 2020 Budget**

APPROVED: 11/20/2019
AMENDMENTS:

| | | | |
|--|---------------------------|---|-------------|
| 2020 Anticipated Dues from Communities | \$330,143 ⁽¹⁰⁾ | TOTAL 2020 ARC FUNDING | \$428,394 |
| Rollover funds from 2019 (estimate) ⁽³⁾ | \$98,251 | TOTAL 2020 OUTSIDE FUNDING | \$3,147,000 |
| Total ARC Dues Available | \$428,394 | TOTAL 2020 FUNDING | \$3,575,394 |
| 2020 ARC Activities Budgeted | \$293,680 | TOTAL 2020 ACTIVITY COST (Committee & Grants) | \$3,440,680 |
| 2020 estimated balance (estimated 2021 rollover) | \$134,714 | TOTAL 2020 ESTIMATED BALANCE (ALL SOURCES) | \$134,714 |

Note ⁽³⁾: in 2019 \$50,000 was put aside for future use to meet sampling requirements and is not included on this budget.

| Proposed ARC Budget Items | Activity Cost | ARC Dues | Funding Source | | | | | Other Source/Match | "Provider" Using Budget (1) |
|---|---|-------------------|-----------------|------------|--------------------|------------------|--------------------|--------------------|-----------------------------|
| | | | | | | | | | |
| Organization Committee | | | | | | | | | |
| OC1 Executive Director Operational Services | | | | | | | | | |
| 101-Program | \$ 62,100 | \$ 62,100 | | | | | | ED | |
| 102-Management | \$ 53,800 | \$ 53,800 | | | | | | ED | |
| 103-Fundraising | \$ 11,840 | \$ 11,840 | | | | | | ED | |
| ARC Operations - Direct Expenses | \$ 1,500 | \$ 1,500 | | | | | | ARC | |
| Organization Committee Total | \$ 129,240 | \$ 129,240 | | | | | | | |
| Finance Committee | | | | | | | | | |
| FC1 Accounting/Legal Services | \$ 19,000 | \$ 19,000 | | | | | | ARC | |
| FC2 ARC Insurance | \$ 1,000 | \$ 1,000 | | | | | | ARC | |
| Finance Committee Total | \$ 20,000 | \$ 20,000 | | | | | | | |
| ARC Operational Services Total | \$ 149,240 | \$ 149,240 | | | | | | | |
| Public Education and Involvement Committee | | | | | | | | | |
| PIE1 Collaborative PEP/PPP Annual permit activities | \$ 29,780 | \$ 29,780 | | | | | | ED | |
| Watershed Monitoring | \$ 10,000 | \$ 10,000 | | | | | | FOTR | |
| Printing and Reporting | \$ 14,000 | \$ 14,000 | | | | | | ARC/FOTR/SEMCOG | |
| PIE2 Collaborative PEP/PPP -5yr Permit Cycle activities | \$ 23,270 | \$ 23,270 | | | | | | ED | |
| Permit Cycle Support | \$ 6,310 | \$ 6,310 | | | | | | ED/ARC/FOTR | |
| PIE Committee Total | \$ 83,360 | \$ 83,360 | | | | | \$ - | | |
| Technical Committee | | | | | | | | | |
| TC1 Collaborative IDEP/TMDL annual permit activities | \$ 20,800 | \$ 20,800 | | | | | | ED | |
| IDEP Investigation ⁽⁹⁾ | \$ 71,000 | \$ 30,000 | | | | | \$41,000 | WC/Outside | |
| TC2 Collaborative IDEP/TMDL 5yr permit cycle activities (1/5) | \$ 10,280 | \$ 10,280 | | | | | | ED | |
| Technical Committee Total | \$ 102,080 | \$ 61,080 | \$ - | \$ - | \$ - | \$ - | \$ 41,000 | | |
| Total Amount Requested by All Committees | \$ 334,680 | \$ 293,680 | \$ - | \$ - | \$ - | \$ - | \$ 41,000 | | |
| Grants (2) | | | | | | | | | |
| | Activity Cost | ARC Match Dues | SPAC Grant | USFS | EPA | Wayne County | Other Source/Match | Outside Funding | |
| SPAC1 ⁽⁴⁾ | RRAC – Facilitation, habitat & fish thru 2/28/22 | \$40,000 | \$0 | \$40,000 | | | | | |
| WCEPA1 ⁽⁸⁾ | HFE Dam Fishway Implementation thru 8/1/21 | \$45,000 | \$0 | | | \$45,000 | | | |
| WCEPA3 ⁽⁵⁾ | AOC WC Parks Habitat Restoration thru 12/31/20 | \$731,000 | \$0 | | | \$731,000 | | | |
| EPA3 | Rouge AOC Habitat Tamarack & JC Hatchery Design thru 7/31/20 | \$175,000 | \$0 | | \$175,000 | | | | |
| EPA4 ⁽⁶⁾ | Rouge AOC Habitat Restoration Implementation - Tamarack/Johnson thru 12/31/21 | \$2,000,000 | \$0 | | \$2,000,000 | | | | |
| EPA5 ⁽⁷⁾ | Rouge AOC Seeley Creek Habitat Restoration thru 10/29/21 | \$115,000 | \$0 | | \$115,000 | | | | |
| Total Other Grants: | \$3,106,000 | \$0 | \$40,000 | \$0 | \$2,290,000 | \$776,000 | \$0 | | |
| TOTAL OUTSIDE FUNDING | | | \$40,000 | \$0 | \$2,290,000 | \$776,000 | \$41,000 | \$3,147,000 | |

| | |
|---|------------|
| TOTAL ARC DUES AVAILABLE | \$428,394 |
| TOTAL ACTIVITIES BUDGETED | \$293,680 |
| Available Unallocated ARC Budget (total income minus total ARC Dues budget) | \$ 134,714 |

Notes

- (1) ED - Executive Director Services, WC - Wayne County, OC - Oakland County, FOTR - Friends of the Rouge, SEMCOG.
- (2) Dollar amounts may be adjusted throughout the year as they are estimates of what will be spent during the budget year.
- (3) In 2019 \$50,000 was put aside for future use to meet sampling requirements and is not included on this budget.

Budget Amendments/Adjustments

| 3/30/2020 | |
|-----------|--|
| (4) | 3/30/20 BUDGET AMENDMENT: ADDING SPAC11 - total award is \$75,000. \$40,000 budgeted for 2020 and remaining \$35,000 will be budgeted for 2021 |
| (5) | 3/30/20 BUDGET AMENDMENT: ADDING WCEPA3 - total award is \$731,000 budgeted for 2020 |
| (6) | 3/30/20 BUDGET ADJUSTMENT: To correct budget to \$2,000,000 available in 2020 and the remaining \$1,308,139 will be budgeted in 2021 |
| (7) | 3/30/20 BUDGET ADJUSTMENT: To correct budget to \$115,000 available in 2020 and the remaining \$700,000 will be budgeted in 2021 |
| (8) | 3/30/20 BUDGET ADJUSTMENT: To correct budget to \$45,000 available in 2020 and the remaining \$5,000 will be budgeted in 2021 |
| (9) | 3/30/20 BUDGET ADJUSTMENT: To reduce Wayne Co.'s budget and increase the match provided by Wayne Co. |
| (10) | 3/30/20 BUDGET ADJUSTMENT: Dues increase with the addition of Schoolcraft College |



Working together, restoring the river

ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

2020 BUDGET AMENDMENT: Finance Committee Amendment FC1

REQUEST DATE: February 18, 2020

LINE ITEM: SPAC11 EGLE RRAC 2020-2021 Support Grant

COMMITTEE MAKING REQUEST: Finance Committee

BACKGROUND: The ARC has been given a grant from EGLE (AREA OF CONCERN GLRI GRANT AGREEMENT-attached) to support the RRAC. This grant is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL00E02481. This grant will continue general business activities of RRAC, continued development of Area of Concern (AOC) list habitat project descriptions, conduct macroinvertebrate sampling, and sampling for fish in the Rouge River AOC.

The total compensation for this scope of services is \$75,000. The ARC will be reimbursed by EGLE for 100% of this cost with no match requirement.

DESCRIPTION OF ANTICIPATED ACTIVITIES: The ARC will provide general business activities for RRAC that include the support and facilitation of RRAC meetings, maintaining the RRAC website, and conducting other administrative duties of the RRAC. This grant will provide continued development of more in-depth project description sheets for the Rouge AOC Habitat Restoration List Projects. This is the OGL approved list of priority projects that need to be completed in order to remove the Fish and Wildlife Habitat beneficial use impairment (BUI). Also, this project would continue the work to characterize the Rouge fish and macroinvertebrate community.

Task 1 – RRAC Business Facilitation

- **RRAC Meeting** - ARC staff will facilitate and support the activities of the RRAC. This will include the planning and facilitation of 7 regular RRAC meetings, preparation and distribution meeting agendas and summaries, and other activities needed for the RRAC to fulfill its mission as a public advisory group.
- **Web Site** - ARC staff will continue maintaining the RRAC web page.
- **EGLE Reporting** - The ARC will prepare and submit narrative and financial status.

Task 2 – AOC Habitat Project Descriptions

- **Descriptions Development** - The ARC, with the support of RRAC members, will develop more in-depth project descriptions for up to 8 projects on the Habitat Restoration Project List. The project descriptions will include updated background, photos, maps, amount of habitat to be restored (Ex: linear feet of shoreline or stream, acres of wetland, etc.), and preliminary cost estimate. The project list will be used by EPA and OGL in order to plan funding priorities for the AOC and for seeking future grants and local match.
- **Agency Communication** - ARC and RRAC will communicate as needed with OGL and EPA regarding the projects on the list.

Task 3 - Monitoring

- **Develop and submit QAPP** - FOTR will develop a QAPP for benthic macroinvertebrate monitoring and fish surveys based on the previously approved QAPPs for both. It will be submitted for approval and revised to meet reviewer specifications prior to any survey work.
- **Fish Monitoring** - FOTR will conduct fish sampling using seine nets at 20 sites in the spring/summer 2020 and spring/summer 2021 following the approved QAPP.
- **Benthic Macroinvertebrate Monitoring** - FOTR will utilize trained volunteers and staff to collect benthic macroinvertebrate data at a minimum of 25 or more stream sites in the Fall of 2020 and 2021 following the QAPP for sampling.
- **Reporting** - FOTR will compile all benthic macroinvertebrate and fish data and provide a report to RRAC, the ARC, EGLE, volunteers and on the FOTR website.

RATIONALE: The 2020 budget must be adjusted to reflect this additional funding.

BUDGET: This amendment adds the EGLE RRAC 2020-2021 Support Grant Project (total award is \$75,000) budget line to the 2020 ARC Budget with funding of \$40,000 anticipated for 2020 and the remaining amount of \$35,000 anticipated in 2021. No match is required.

PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION: Work will be completed by the ARC Staff and Friends of the Rouge (FOTR).



**AREA OF CONCERN GLRI GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND ALLIANCE OF ROUGE COMMUNITIES**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD) ("State"), and **Alliance of Rouge Communities** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Great Lakes Restoration Initiative (GLRI), 2019 and Public Act 57. Legislative appropriation of Funds for grant assistance is set forth in 2019 and Public Act 57. This Agreement is subject to the terms and conditions specified herein.

Project Name: Rouge River AOC PAC Support

Project #: 2020-2505

Amount of grant: \$75,000.00

% of grant state \$0 / % of grant federal 100

Amount of match: \$ = 0%

Project Total: \$75,000 (grant plus match)

Start Date: February 1, 2020

End Date: February 28, 2022

GRANTEE CONTACT:

Chris O'Meara

Name/Title

Alliance of Rouge Communities

Organization

46036 Michigan Ave. Suite 126

Address

Canton, MI 48188

Address (Please include nine-digit zip code)

248-662-0498

Telephone number

comeara@ectinc.com

E-mail address

CV0007236

001

Sigma Vendor ID

Address ID

22-3931720

Federal ID number - (required for Federal Funding)

833162139

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Jennifer Tewkesbury

Name/Title

EGLE, WRD, Great Lakes Management Unit

Division/Bureau/Office

525 West Allegan, P.O. Box 30028

Address

Lansing, Michigan 48909-7528

Address

517-897-3257

Telephone number

517-335-4053

Fax number

TewkesburyJ@Michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this 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.

FOR THE GRANTEE:

Signature

Robert Belair / ARC Grant Representative

Name/Title

February 4, 2020

Date

FOR THE STATE:

Signature

Teresa Seidel, Director, WRD, EGLE

Name/Title

2/7/2020

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement (other than budget line item revisions less than 10 percent of the budget line item) shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

| Reporting Period | Due Date |
|-------------------------|--------------------|
| January 1 – March 31 | April 30 |
| April 1 – June 30 | July 31 |
| July 1 – September 30 | Before October 10* |
| October 1 – December 31 | January 31 |

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, etc.) for expenses must be included with the report.

The recipient agrees to submit performance reports that include brief information on each of the following areas : 1) A comparison of actual accomplishments to the outputs/outcomes established

in the assistance agreement work plan for the period; 2) The reasons why established outputs /outcomes were not met; and 3) Additional pertinent information , including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform the State as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan are known.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 10 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan II measures. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. All work products shall carry attribution to the State of Michigan and U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input -output data, model code, model output, and peripheral and post-processing utilities.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

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

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of

the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, 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. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State 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 State will consider the Grantee to be the sole point of contact regarding 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.

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 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 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.

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. 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.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then 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." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that 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.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State 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 five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State 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 State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to **10 percent (10%)** of the grant award or **\$7,500** will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

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

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State 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 State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, 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 State and Grantee. The State 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 State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State 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 cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State 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 State 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 (if applicable).
- (2) Immediately and without further liability to the State 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; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. 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.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order, or subpoena.

XXIV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

XXV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be implemented in accordance with guidance provided by the EGLE project administrator. The Grantee must assist in QAPP revisions throughout the grant period, as needed.

XXVI. PREVENTING SPREAD OF INVASIVE SPECIES

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:

- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
 - Visually inspecting and removing any plants or mud from footwear (boots, hip-boots, and waders).
 - Visually inspecting and removing and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
 - Draining all water from boats (motor, live well, bilge, transom well) and equipment, prior to leaving the site and before entering a new waterbody.
 - Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
 - Disinfecting boats and equipment between sites (e.g. diluted bleach solution, heated pressure washer). Disinfection should be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.

- Typical diluted bleach solution treatment is ½ cup (4 fluid ounces) bleach to 5 gallons of water, applied by spraying or sponge so surface is thoroughly exposed to bleach solution for 10 minutes.
- Typical heated pressure wash is 140^o water temperature, sprayed for 5-10 seconds.
 - Thoroughly washing vehicles and boats between sites (e.g. drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The Water Resources Division is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet to be known to be established in Michigan. A “Watch List” of Michigan’s high priority aquatic invasive species along with how to report sightings can be found at www.michigan.gov/aquaticinvasives.

XXVII. FEDERAL FUNDING REQUIREMENTS

A maximum of **\$75,000** or **100 %** of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL00E02481. The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices. By accepting this Agreement, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Single Audit. Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and submitted to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>) within nine months from the end of the grantee's fiscal year, or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards. **Please fill out attached Certification of Federal Audit Requirements form and return with this signed Agreement.**

(B) The Grantee will comply with the **Hatch Political Activity Act**, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title IV (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) Payment to consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient’s contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2019, the limit is \$638.24 per day and \$79.78 per hour. This rate does not include transportation and subsistence costs for travel performed. (The recipient will pay these in accordance with their normal travel reimbursement practices.)

Subrecipients with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals

who will be providing services under the Agreement at an hourly or daily rate of compensation.
See 2 CFR 1500.9

(D) Minority Business Enterprises (MBE)/Women’s Business Enterprises (WBE) Requirements and Disadvantage Business Enterprise Rule (DBE).

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category.

The subrecipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable.

When completing the annual report, subrecipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, subrecipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 20th of each year. Final reports are due by October 20th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form. MBE/WBE reports should be sent to:

EGLE WRD Admin
PO Box 30458
Lansing, MI 48909-7958

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C detailed below.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under the USEPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are fully made aware of contracting opportunities practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

(E) Civil Rights. The Grantee agrees to comply fully with applicable civil rights statutes.

(F) Subawards. The grantee agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in 2 CFR 200 Subpart D and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain EGLE's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from EGLE for any new subaward work that is not outlined in the approved work plan.
- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(G) Conflict of Interest Notification. Grantees will contact their EGLE Project Administrator within 5 days of becoming aware of a conflict of interest. A conflict of interest is an actual or potential situation that undermines or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing a grant. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

(H) Copyrighted Materials. In accordance with 2 CFR 200.315, the USEPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this assistance agreement for Federal purposes. Examples of Federal purpose include but are not limited to:

- (1) Use by the USEPA and other Federal employees for official Government purposes;
- (2) Use by Federal contractors performing specific tasks for the Government;
- (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise;
- (4) Reproduction of documents for inclusion in Federal depositories;
- (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction; and
- (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the USEPA's authorization to the grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that the USEPA may authorize other grantee(s) to use the copyrighted works or other data developed under this grant as a result of a. the selection of another grantee by the USEPA to perform a project that will involve the use of the copyrighted works or other data or; b. termination or expiration of this agreement. In addition, the USEPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(J) Electronic and Information Technology Accessibility. Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and Worldwide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194, unless such causes undue hardship to the entity involved.

(K) Light Refreshments and/or Meals. The Grantee agrees to obtain prior approval from the EGLE project administrator for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The Grantee must send requests for approval to the EGLE Project Administrator and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s).
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

The USEPA funding for meals, light refreshments and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if the USEPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

(L) Drug-Free Workplace. The recipient organization of this USEPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

(M) Hotel-Motel Fire Safety. Pursuant to 15 USC 2225a, if applicable and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance.

(N) Recycled Paper. When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the USEPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

(O) Recycled Products. Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals, and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain

items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period; fail to meet reasonable performance standards; or are only available at an unreasonable price.

(P) Trafficking. Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

(Q) Permits. The grantee must obtain all necessary permits prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. The grantee must keep documentation regarding necessary permits in their project files.

(R) Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

(S) Competency of Organizations Generating Environmental Measurement Data.

In accordance with Agency Policy Directive Number FEM -2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at: <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf>.

(T) Executive Pay. Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the EGLE Project Administrator that they are exempt from reporting total compensation of Executives required under the federal Transparency Act, as defined in 2 CFR 170.320. This verification is due by the end of the month following the month the EGLE made the grant award. In so doing, the grantee is stating that:

1. They did not in the preceding tax year receive:
 - 80 percent or more of their annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act; and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act; and
2. The public has access to information about the compensation of executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a),78o(d)) or Section 6104 of the Internal Revenue Code of 1986.

(U) Management Fees. Consistent with the USEPA's prohibition on management fees, the Grantee will not include management fees in project budgets. Such fees or similar charges refer to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs not allowable under the agreement.

(V) Patents and Inventions. Rights to inventions made under this agreement are subject to federal patent and licensing regulations which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to Bayh-Dole Act (set forth in 35 USC 200-212), the USEPA and EGLE retain the right to worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.go>. Annual utilization reports must be submitted through the system. The grantee is required to notify the EGLE Project Administrator when an invention report, patent report, or utilization report is filed at <http://iEdison.gov>.

(W) Human Subjects. No research involving human subjects will be conducted under this agreement without prior written approval of the USEPA to proceed with that research. If engaged in human subjects' research as part of this agreement, the Grantee agrees to comply with all applicable provisions of the USEPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by the USEPA.

The Grantee further agrees to comply with the USEPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in USEPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the USEPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR.

(X) Acknowledgement on Products, Signage and Announcements via the Public or Media Events. The Grantee is expected to include recognition of assistance received from the State in any printed, promotional, or informational materials produced about or by the project. Examples of these materials include brochures, presentations, descriptions of the project in newsletters, informational flyers, or press releases regarding the project. The following language is suggested for printed and written materials: This project was funded by the Michigan Department of Environment, Great Lakes, and Energy.

The Grantee shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the USEPA Project Officer) is erected as appropriate at each on- the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the Michigan Department of Environment, Great Lakes, and Energy received financial support in the amount of \$ 10,500,000 from the USEPA.

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

(Y) The Grantee in consultation with the State project contact must provide the State 30-day advance notice of the date, time, and location for outreach activities, trainings, workshops and field work.

(Z) Time and travel costs by the recipient (or its representative) for field work or to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from the State. Specifically, at least 30 days in advance, the recipient shall request approval of the State staff for any travel plans not previously anticipated and not previously

approved as part of this assistance agreement by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs (per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a re-budgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable.

The recipient understands that any international travel requires written prior approval by the State and the USEPA since such travel requires clearance by the USEPA 's Office of International and Tribal Affairs. The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer at least 30 days in advance. The recipient understands that if it incurs travel costs of any kind without the USEPA 's prior approval, it does so at its own risk.

(AA) The recipient agrees to comply with the current USEPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award. The USEPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants-terms-and-conditions>

(AB) Cybersecurity Condition.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) The USEPA must ensure that any connections between the recipient 's network or information system and the USEPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the USEPA's Central Data Exchange, the recipient agrees to contact the USEPA Project Officer and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet the USEPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the USEPA's regulatory programs for the submission of reporting and /or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to the USEPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the USEPA 's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the USEPA Project Officer. Nothing in this condition requires the recipient to contact the USEPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the USEPA.

(AC) Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

(AD) Management Practice

Recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

(AE) Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

APPENDIX A

SECTION I: PROJECT DESCRIPTION

The Alliance of Rouge Communities (ARC) is applying, on behalf of the Rouge River Advisory Council (RRAC), for this grant to fund activities to continue general business activities, continued development of Area of Concern (AOC) list habitat project descriptions, conduct macroinvertebrate sampling, and sampling for fish in the Rouge River AOC. The general business activities include the support and facilitation of RRAC meetings, maintaining the RRAC website, and conducting other administrative duties of the RRAC. This grant funding will allow continued development of more in-depth project description sheets for the Rouge AOC Habitat Restoration List Projects. This is the OGL approved list of priority projects that need to be completed in order to remove the Fish and Wildlife Habitat beneficial use impairment (BUI). Also, this project would continue the work to characterize the Rouge fish and macroinvertebrate community.

SECTION II: PROJECT TASKS AND SCHEDULE

| Task | Feb – Mar 2020 | Apr– June 2020 | Jul– Sept 2020 | Oct– Dec 2020 | Jan– Mar 2021 | Apr– June 2021 | Jul– Sept 2020 | Oct– Dec 2021 | Jan– Mar 2022 | Outcomes/Deliverables |
|---|----------------|----------------|----------------|---------------|---------------|----------------|----------------|---------------|---------------|---------------------------------------|
| Task 1 - RRAC Business Facilitation | | | | | | | | | | |
| RRAC Meetings | X | | X | X | X | X | X | | X | Meetings/Meeting notes |
| EGLE Reporting | | X | X | X | X | X | X | X | X | Quarterly Reports |
| Final Report | | | | | | | | | X | Final Reporting |
| Task 2 – AOC Habitat Project Descriptions | X | X | X | X | X | | | | | Detailed habitat description writeups |
| Task 3 - Monitoring | | | | | | | | | | |
| Develop/Submit QAPP | | X | | | | | | | | Approved QAPP |
| Fish Surveys | | | | | | | | | | |
| Develop site list and schedule, recruit volunteers | | X | X | | X | X | X | | | Site list, Sampling schedule |
| Conduct fish surveys | | X | X | | | X | X | | | Datasheets |
| Check data, compile and create report | | | | X | X | | | X | X | Final fish report |
| Benthic Macroinvertebrate Monitoring | | | | | | | | | | |
| Develop list of sites and recruit volunteers | | | X | | | | X | | | Site list |
| Training, Fall Bug Hunt and additional sampling | | | X | X | | | X | X | | Datasheets |
| Identify specimens, check data and input, create report | | | | X | | | | X | X | Final benthic report |

Be advised that in the event no activity occurs on the tasks of the project 90 days from the date of Grant Contract execution, the State may take Termination actions in accordance with Section XXI.

SECTION III: PROJECT BUDGET

See Attached Project Budget form.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION

PROJECT BUDGET FORM
(Authorized by the Clean Water Act; completion is required to obtain payment)

| | | | | | |
|---|---|----------------|--------------------|-------|--------------|
| Grantee Name: Alliance of Rouge Communities | | | | | |
| Project Name: Rouge River AOC PAC Support | | | | | |
| Tracking Code Number: <input type="text"/> | | | | | |
| | | GRANT AMOUNT | LOCAL MATCH AMOUNT | TOTAL | |
| Staffing | | | \$ - | \$ - | |
| Fringes (not to exceed 40%) | | \$ - | \$ - | \$ - | |
| STAFFING AND FRINGE BENEFITS Subtotal | | \$ - | \$ - | \$ - | |
| CONTRACTUAL SERVICES | | HOURS or UNITS | RATE or TOTAL | | |
| Friends of the Rouge | 1 | \$ 44,000.00 | \$ 44,000.00 | \$ - | \$ 44,000.00 |
| Environmental Consulting & Technology, Inc. | 1 | \$ 31,000.00 | \$ 31,000.00 | \$ - | \$ 31,000.00 |
| | | \$ - | \$ - | \$ - | \$ - |
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| | | \$ - | \$ - | \$ - | \$ - |
| CONTRACTUAL SERVICES Subtotal | | | \$ 75,000.00 | \$ - | \$ 75,000.00 |
| SUPPLIES, MATERIALS AND EQUIPMENT | | QUANTITY | COST | | |
| SUPPLIES & MATERIALS (itemize) | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
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| SUPPLIES AND MATERIALS Subtotal | | | \$ - | \$ - | \$ - |
| EQUIPMENT (any item over \$1000) | | | \$ - | \$ - | \$ - |
| EQUIPMENT Subtotal | | | \$ - | \$ - | \$ - |
| SUPPLIES, MATERIALS AND EQUIPMENT Subtotal | | | \$ - | \$ - | \$ - |
| TRAVEL | | | | | |
| MILEAGE | | | \$ - | \$ - | \$ - |
| LODGING | | | \$ - | \$ - | \$ - |
| MEALS | | | \$ - | \$ - | \$ - |
| OTHER TRAVEL (itemize) | | | | | |
| | | | \$ - | \$ - | \$ - |
| | | | \$ - | \$ - | \$ - |
| TRAVEL Subtotal | | | \$ - | \$ - | \$ - |
| PROJECT Subtotal | | | \$ 75,000.00 | \$ - | \$ 75,000.00 |
| INDIRECT RATE (not to exceed 20% Staffing and Fringe Benefits) | | 0.00% | RATE | | |
| INDIRECT COSTS (Summarize Below) | | | \$ - | \$ - | \$ - |
| TOTAL GRANT AND MATCH BUDGET | | | \$ 75,000.00 | \$ - | \$ 75,000.00 |
| Project Percentage Split | | | 100.00% | | |
| SUMMARY OF INDIRECT CHARGES: | | | | | |

STAFFING DETAILS

| | |
|---------------|-------------------------------|
| Grantee Name | Alliance of Rouge Communities |
| Project Name | Rouge River AOC PAC Support |
| Tracking Code | |

| Name | Position Title | Estimated Hours | Hourly Rate Range | | Fringe Rate (Max. 40%) |
|------|----------------|-----------------|-------------------|----------------------|------------------------|
| | | | Current * | Projected Highest ** | |
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* Current hourly rate is the rate for each position when the contract starts.



** Projected highest hourly rate is the anticipated maximum rate for each position during the contract period.



Working together, restoring the river

ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

2020 BUDGET AMENDMENT: Finance Committee Amendment FC2

REQUEST DATE: February 18, 2020

LINE ITEM: WCEPA3 Rouge River AOC Wayne County Parks Habitat Restoration Design Project
Upon IAA Award

COMMITTEE MAKING REQUEST: Finance Committee

BACKGROUND: The ARC has been given a sub award from Wayne County for the ROUGE RIVER AOC WAYNE COUNTY PARKS HABITAT RESTORATION DESIGN grant awarded to Wayne County from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL-00E02432-2. This is a single grant to provide design work for five (5) of the Rouge River AOC listed habitat projects. The County and the ARC partnered to identify the five (5) restoration projects, secure their placement on the Rouge AOC's list of priority habitat projects, and prepare the grant application documents.

The ARC will conduct project administration, public outreach, engineering, field investigation, design, permitting and contract document development tasks in order to complete the Wayne County Parks Habitat Restoration Design Project consisting of the following five (5) restoration projects (the "Project"): Riverview Park Wetland Restoration, Sherwood Park Wetland Restoration, Bell Creek Park Wetland Restoration, Lola Valley Park Wetland Restoration, and Lower Rouge River Habitat Restoration.

It is anticipated that, in total when the designs are implemented, the project will restore 32 acres of wetland in the AOC. Specifically, among other tasks and outputs, 17 acres of maintained lawn will be converted to meadow wetland, 2 acres of wetlands will be connected to riparian wetlands, 18,000 sq. ft. of fish habitat will be restored, 5 riparian acres will be reforested after conversion from maintained lawn and 10 debris jams will be eliminated that potentially impede fish and degrade habitat.

The total compensation for this scope of services is \$731,000. The ARC will be reimbursed by Wayne County for 100% of this cost with no match requirement.

DESCRIPTION OF ANTICIPATED ACTIVITIES: Description of activities are included in: Attachment A - Great Lakes Restoration Initiative Us EPA Grant Rouge River AOC Wayne County Parks Habitat Restoration Design Agreement Between The County of Wayne and Alliance Of Rouge Communities

RATIONALE: The 2020 budget must be adjusted to reflect this additional funding.

BUDGET: This amendment adds the Wayne County EPA Rouge River AOC - Wayne County Parks Habitat Restoration Design Project (total award is \$731,000) budget line to the 2020 ARC Budget with funding anticipated for 2020. No match is required.

PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION: Work will be completed by the ARC Staff working with Wayne County.

Attachment A

GREAT LAKES RESTORATION INITIATIVE US EPA GRANT ROUGE RIVER AOC WAYNE COUNTY PARKS HABITAT RESTORATION DESIGN AGREEMENT BETWEEN THE COUNTY OF WAYNE AND ALLIANCE OF ROUGE COMMUNITIES

The Rouge River watershed is a designated AOC under the Great Lakes Water Quality Agreement (GLWQA) and has three Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat: Degraded Fish and Wildlife Populations, Degradation of Benthos, Loss of Fish and Wildlife Habitat. Rouge River Advisory Council (RRAC), the Public Advisory Council (PAC) for the Rouge AOC, finalized a list of projects that need to be completed in order to remove the habitat BUIs in March 2016. On that list of high priority projects are five Wayne County Parks Restoration Projects that will be designed through this sub-grant Inter-Agency Agreement (IAA).

Wayne County, an Alliance of Rouge Community (ARC) member, has received grant funding for Rouge River Area of Concern (AOC) Wayne County Parks Habitat Restoration Design Project as part of its effort to delist the AOC. Wayne County, in partnership with the ARC, will conduct tasks in order to complete the Wayne County Parks Habitat Restoration Design Project, consisting of the following five (5) restoration projects: Riverview Park Wetland Restoration, Sherwood Park Wetland Restoration, Bell Creek Park Wetland Restoration, Lola Valley Park Wetland Restoration, and Lower Rouge River Habitat Restoration. These overall Rouge River AOC Habitat Restoration Project activities are discussed in detail below.

Riverview Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will sub-award and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Riverview Park is located along Hines Drive within the City of Livonia, west of Wayne Road and east of Newburgh Road. Much of the area is wooded, but a gravel public road and asphalt bike/walking path runs alongside the river throughout the area, causing habitat fragmentation and conversion. Most of the road and path are located in the 100-year floodplain and are routinely flooded. Wetland restoration is proposed. To accomplish wetland restoration goals, the road will be shortened from 3,179 feet to 1,656 feet and the path will be moved north along the north edge of the forested floodplain to reduce habitat fragmentation. This will reduce the gravel road surface area from 2.2 to 1.1 acres, and path surface area within the wetlands by 0.2 acres. Gravel will be removed from the abandoned road surface and asphalt from the path. Then the soil will be amended by working topsoil into it with a tiller. Following soil amendment, native trees and shrubs will be planted using containerized stock. Native herbaceous plants will be established via seed and plugs. Turf grass is presently established in 4.3 acres of the restoration area. The turf grass will be killed with herbicide and tilled. Herbicide will be applied again after tilling to kill any new growth. Then the areas will be planted with native trees and shrubs from containerized stock. Herbaceous plants will be established with seed and plugs. Within the remaining 5.2 acres of forested area, invasive shrubs and herbaceous plants (e.g., buckthorn, honeysuckle, and garlic mustard) will be removed by cutting and herbicide application. Supplemental native tree and shrub plantings from containerized stock will be installed. Native herbaceous plugs will be planted

in depressions. Pending future Implementation/Construction, the Riverview Park Wetland Restoration project will produce the following outputs:

Outputs

- Restore 10.6 acres of forested wetland riparian to the Middle Rouge River
- Establish 500 native riparian trees and shrubs using containerized stock
- Establish 1,000 native herbaceous plants in wetland depressions from plugs
- Eliminate 4.3 acres of turf grass and seed with a native seed mix
- Restore hydrological connectivity between forested wetlands and the Middle Rouge River by removing roads
- Restore 10.6 acres of riparian habitat
- Sequester sediments and nutrients in flood water
- Reduce improved gravel road surfaces from 2.2 to 1.1 acres

Sherwood Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Sherwood Park is located adjacent to the Middle Rouge River in the City of Westland. Most of the park area is routinely mowed and used for active recreation. However, the park is low and routinely floods. The project plan proposes to create wetlands in maintained lawn areas by establishing wet meadow habitat and depression wetlands. Wetlands (1.2 acres) located north of Hines Drive will be hydrologically reconnected to wetlands located south of Hines Drive and riparian to the Middle Rouge River using an arch culvert with a natural bottom. The culvert will also serve as a travel corridor under Hines Drive for small mammals, reptiles, and amphibians. Maintained lawn areas will be restored by planting to wet meadow. The wet meadow community will contain diverse flowering forbs that provide food for pollinators. Small mammals and birds will benefit by the increased habitat diversity and cover. Wetland diversity in the maintained lawn areas will also be increased by excavating shallow depressions in low lying areas that flood more routinely. Excavated material will be placed in higher areas to create areas to support the existing trail, which will be relocated to promote water movement and habitat connectivity. Boardwalks will be used to cross the wetland depressions, allowing wetland plants to establish under the boardwalk sections and maintaining habitat connectivity. The depression wetlands will store water that will provide habitat for amphibians. The more diverse topography will increase plant diversity in the wet meadow by creating varying hydrological conditions. Pending future Implementation/Construction, the Sherwood Park Wetland Restoration project will produce the following outputs:

Outputs

- Total of 7.1 acres of wetland restored
- 5.9 acres of conversion from maintained lawn to wet meadow wetland
- 1.2 acres of wetland reconnected to riparian wetland

Bell Creek Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Bell Creek Park is located adjacent to Bell Creek (a tributary of the Upper Rouge River) in Redford Township. Most of the park area is routinely mowed and used for active recreation. However, the park is low and routinely floods. The project plan proposes to create wetlands in maintained lawn areas by establishing wet meadow habitat and enhance existing forested riparian wetlands by controlling invasive species and planting native forb, shrub, and tree species to increase plant diversity.

Wetlands (0.9 acres) located west of Bell Creek Road will be hydrologically reconnected to wetlands located east of Bell Creek Road along Bell Creek using an arch culvert with a natural bottom. The culvert will also serve as a travel corridor under Bell Creek Road for small mammals, reptiles, and amphibians. Existing wetlands in forested areas will be restored by managing invasive species and planting native tree species to replace canopy loss caused by the emerald ash borer. Native shrubs and forbs will also be planted to increase plant diversity and provide wildlife food. Maintained lawn areas will be restored by planting to wet meadow. The wet meadow community will contain diverse flowering forbs that provide food for pollinators. Small mammals and birds will benefit by the increased habitat diversity and cover. Wetland diversity in the maintained lawn areas will also be increased by excavating shallow depressions and creating mounds. The shallow depressions will store water that will provide habitat for amphibians. The more diverse topography will increase plant diversity in the wet meadow by creating varying hydrological conditions. Excavated soil can be used onsite to raise an existing maintenance road and area that must remain to support existing park uses and maintenance. Pending future Implementation/Construction, the Bell Creek Park Wetland Restoration project will produce the following outputs:

Outputs

- Total of 7 acres of wetland restored
- 2.4 acres of conversion from maintained lawn to wet meadow wetland
- 0.9 acres of wetland reconnected to riparian wetland
- 3.7 acres of forested riparian wetlands and habitat improved

Lola Valley Park Wetland Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

Lola Valley Park is located along the floodplain and corridor of the Upper Rouge River in Redford Township. Most of the park area is routinely mowed and used for active recreation. However, the park is low and routinely floods. The project plan proposes to create wetlands in maintained lawn areas by establishing depression wetlands connected to the Upper Rouge River. Emergent wetland will be established in the bottom of the depressions, transitional wet meadow and prairie habitat will be established around the wetlands. Several wetland depressions will be excavated along both sides of the Upper Rouge River, upstream of Garfield Road to Beech Daly Road and downstream

of Garfield Road to 5 Mile Road. Riprap weirs will be used to control release of water out of the wetlands once flood flows recede and to maintain a permanent shallow pool. Excavated soils will be placed in the floodplain along high ridges and natural berms such that the cut and fill balances. Pending future Implementation/Construction, the Lola Valley Park Wetland Restoration project will produce the following outputs:

Outputs

- Total of 12.9 acres of wetland created/restored
- 10 acres of conversion from maintained lawn to wetland
- 3 acres of emergent wetland
- 2 acres of emergent fringe wetland
- 8 acres of wet meadow/prairie

Lower Rouge River Habitat Restoration

Wayne County, as a member of the Alliance of Rouge Communities (ARC), will subaward and partner with the ARC and the ARC's competitively procured Executive Director and Operational & Technical Support Services firm for the project administration, public outreach, preliminary engineering, field investigation, design, permitting and contract document development.

The Lower Rouge River Habitat Restoration project will improve fish and wildlife habitat along a seven mile stretch of the Lower Rouge River in Wayne County roughly centered on Wayne, Michigan. This project will create fish habitat for benthic organism colonization and fish habitat in the project area by installing fifteen (15) engineered log jams using wood recovered from problematic instream debris jams. Problematic debris jams block fish movement, erode streambanks, and degrade habitat quality. The engineered log jams will not only provide important fish habitat, but will also provide loafing habitat for turtles and waterfowl while reducing soil erosion and sediment loading by protecting vulnerable streambanks.

The project reach contains several hundred acres of forested riparian corridor along the Lower Rouge River that offers valuable wildlife habitat. However, habitat has been impacted by loss of ash trees due to the emerald ash borer infestation. Research conducted from 2003 to 2010 suggests that approximately 10% of the basal area was comprised of ash trees within river floodplains and corridors of the Rouge River Watershed, including the Lower Rouge River corridor. Therefore, approximately 10% of the tree canopy has also been lost. This figure is higher where ash densities were formerly higher within the forested areas. Replanting native trees at a similar density in open canopy areas of the forested corridor will significantly improve wildlife habitat. Native trees will be planted at a density of 50/acre, total of 5,000 trees, to simulate the approximate average density of ash trees in southeast Michigan riparian forests prior to the EAB infestation, thereby improving wildlife habitat within 100 acres of riparian forest along the Lower Rouge River. Tree plantings will be targeted in the most highly impacted areas. Wildlife habitat will also be improved by reforestation of five (5) acres of open space (prior converted forest) in areas contiguous with the existing riparian forests. Native trees will be planted at a density of 500 trees per acre within the reforestation area, a total of 2,500 trees. Pending future Implementation/Construction, the Lower Rouge River Habitat Restoration project will produce the following outputs:

Outputs

- 18,000 square feet of fish habitat
- 75 acres of improved riparian forest habitat
- 5 acres of riparian reforestation – conversion of maintained lawn to forest

- Eliminate 10 debris jams causing potential fish blockages and habitat degradation

SUBGRANT TASKS: Wayne County, proposes in partnership with the ARC, the following task summaries in order to complete the Wayne County Parks Habitat Restoration Design projects.

Task 1 - Grant Administration/Public Outreach – Overall Grant/Projects

This task includes the following elements associated with the overall grant and projects that will be completed by primarily Wayne County with assistance from the ARC.

EAGL - ARC will assist as requested with the Environmental Accomplishments in the Great Lakes (EAGL) semi-annual reporting.

Public Outreach - Throughout the process Wayne County and the ARC will work with the RRAC and reach out to the public to inform them of the proposed activities and to obtain input. There will be a focused workshop for the interested public. The ARC will be posting information related to the all projects under this grant on the ARC web site, project status reports will be provided to RRAC, ARC committees and the full ARC membership, and informational flyers will be distributed to interested organizations and the public at large.

Final Report – ARC will assist as requested in providing information for a final report summarizing all the activities conducted and outcomes.

Task 2 - Preliminary Engineering and Field Investigation

Available background data will be collected and reviewed. This information will be used as the base map for the design and will form the basis of the design decisions.

The following data collection needs will be completed to develop the design, allow for project permitting and provide baseline data for construction.

Health and Safety Plan (HASP) Development – A site-specific health and safety plan will be developed for the project. Potential hazards will be identified, and steps will be outlined to reduce risk to employees and visitors to the site. The HASP will also detail steps for emergency response, including directions and a map to the nearest care facility.

QAPP Development - In accordance with federal requirements all environmental measurements undertaken in support of this project will be required to be conducted under a formal quality management protocol. A project specific QAPP will be prepared and submitted for review and approval prior to beginning any data collection activities. Primary data gathering will include field information for design and post measurements of metric outputs.

Topographic Survey – A survey of the ground surface elevation will be conducted. The survey will include the location of existing or abandoned structures and utilities. Property boundaries will be established from recorded legal description. Flagged wetland boundaries will also be surveyed.

Hydrological Analysis and Wetland Hydrology – Design storm event runoff calculations and flood frequency data for the Rouge River will be used to size the culvert under Hines Drive and evaluate wetland hydrology. Wetland hydrology will be used to select the appropriate plant species used in seed mixes and for planting.

Wetland Assessment/Riparian Vegetation Mapping - Professional wetland scientists and ecologists will conduct a field survey of the site. The survey will determine the location and type of wetlands present, and map riparian vegetation communities. An assessment of wetland functions and values will be conducted to assess the degree of impairment and guide restoration design decisions. The species and distribution of invasive species will be determined within the wetlands and riparian vegetation. The jurisdictional limits of wetlands will be flagged for surveying during the topographic surveying. Delineation of wetland boundaries is necessary to evaluate and quantify project impacts and quantify the actual wetland restoration area.

Threatened & Endangered Species (T&E) - Since all federal agency grant programs require at least a programmatic environmental assessment that must consider potential impacts to federally and state-listed T&E plant and animal species, T&E information will be collected. The Michigan Natural Features Inventory (MNFI) maintains a continuously updated natural heritage database that provides a comprehensive source of existing data on Michigan's endangered and threatened plant and animal species. Records in the database indicate that a qualified observer has documented the presence of T&E species within a specified distance (usually 1.5 miles). The absence of records in the database within the vicinity of a project site does not preclude the potential presence of T&E species. Furthermore, the U.S. Fish and Wildlife Service (USFWS) publishes a county distribution list of federally listed threatened, endangered, proposed, and candidate species. This list indicates the potential for T&E species to be present within the county where a project is located (or neighboring counties). However, unlike the MNFI database, this list does not necessarily indicate documented presence of T&E species. The project area (i.e., potential disturbance limits) will be visited by qualified ecologists and evaluated for suitable T&E species habitat and potential presence of listed species that occur within a 1.5-mile radius of the project site (based on the MNFI database and the USFWS Wayne County species list). Only those T&E species that have the potential to be impacted by the proposed project, based on physical site characteristics, will be targeted for site-specific field surveys.

Task 3 - Design/Permitting

This task will include development of construction design plans, technical specifications, and construction cost estimating. During the design phase of the project, plans will be advanced to 30% design drawings, with additional engineering, planning, design refinement/modifications, stakeholder collaboration, and Technical Team review and feedback. Following this review, the design drawings produced will be advanced to 50% design for review and then to 95%. Final plans and specifications will be developed following the last review. This task will include the completion of the construction contract documents, to be used for bidding by incorporating funding entity requirements (such as signage, etc.) or any other requirements. The design will consider the technical needs as follows:

Wetland Restoration Approaches – Methods for restoring wetland hydrology and function will be developed. Construction drawings and details will be developed.

Invasive Species Management Plan - An invasive species management plan will be developed identifying the target species and methods for treating them. Drawings will be prepared depicting treatment areas.

Long-term Management Plan - A long-term management plan will be prepared during the design phase, to coordinate and plan management activities needed to ensure project sustainability.

Wayne County Permit - Wayne County Permit Office construction application package will be prepared and submitted

MDEQ Joint Permit Application - Permitting services with the intended purpose of obtaining the Joint Permit from the MDEQ. The following activities will be completed as part of this task:

- Prepare a pre-application meeting package with pre-application meeting fee and work with the County to schedule a site meeting and project review meeting with MDEQ Division staff. The purpose of a formal pre-application meeting is to review statutory permitting requirements.
- A Joint Application for Permit will be completed, including all necessary attachments. Quantities of cuts and fills in wetlands and the floodplain will be calculated from the design drawings and tabulated. Periodic communication with District permitting staff will allow dialogue on design before the Joint Permit Application is submitted. This will include project partner meetings which will allow for exchange of ideas, discussion of concepts and concerns culminating in the development of a prudent, feasible, and permittable project design upon completion. This process will help ensure that a permittable project is designed and will facilitate the permitting process.

Task 4 - Contract Documents

The design plans and technical specifications developed under Task G will be finalized in the contract bid documents for the 5 park sites. All contractual front-end specifications will be developed, and all EPA grant requirements will be addressed and incorporated (signage, Davis Bacon, etc.).

WORK ORDER No. 2020-2 EGLE RRAC Support Grant

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2019 between Environmental Consulting & Technology, Inc., and its Affiliates* (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

The ARC has been given a grant from EGLE (AREA OF CONCERN GLRI GRANT AGREEMENT-attached) to support the RRAC. This grant is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL00E02481

PARAGRAPH I--SCOPE OF SERVICES

ECT as ARC staff will be responsible for the two tasks associated with the grant below and in accordance with the grant conditions:

Task 1 – RRAC Business Facilitation

- **RRAC Meeting** - ARC staff (ECT) will facilitate and support the activities of the RRAC. This will include the planning and facilitation of 7 regular RRAC meetings and preparation and distribution meeting agendas and summaries
- **Web Site** - ARC staff (ECT) will continue maintaining the RRAC web page.
- **EGLE Reporting** - The ARC (ECT) will prepare and submit narrative and financial status.

Task 2 – AOC Habitat Project Descriptions

- **Descriptions Development** - The ARC (ECT), with the support of RRAC members, will develop more in-depth project descriptions for up to 8 projects on the Habitat Restoration Project List. The project descriptions will include updated background, photos, maps, amount of habitat to be restored (Ex: linear feet of shoreline or stream, acres of wetland, etc.), and preliminary cost estimate. The project list will be used by EPA and OGL in order to plan funding priorities for the AOC.
- **Agency Communication** - ARC (ECT) and RRAC will communicate as needed with OGL and EPA regarding the projects on the list.

PARAGRAPH II--COMPENSATION

The maximum cost of this Cost Reimbursable Work Order is \$31,000.

PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than February 28, 2022.

**ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
and its AFFILIATES***

By _____

Its _____

Date _____

ALLIANCE OF ROUGE COMMUNITIES

By _____

Title _____

Date _____

WORK ORDER No. 2020-3
EPA Rouge River AOC WC Parks Habitat Restoration Design Grant

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2019 between Environmental Consulting & Technology, Inc., and its Affiliates* (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

The ARC has been given a sub award from Wayne County for the ROUGE RIVER AOC WAYNE COUNTY PARKS HABITAT RESTORATION DESIGN grant awarded to Wayne County from US EPA. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Program and the CFDA number is 66.469. The federal grant number is GL-00E02432-2.

PARAGRAPH I--SCOPE OF SERVICES

ECT as ARC staff will be responsible for the following task summaries, as outlined by Wayne County, in order to complete the Wayne County Parks Habitat Restoration Design projects.

Task 1 - Grant Administration/Public Outreach – Overall Grant/Projects

This task includes the following elements associated with the overall grant and projects that will be completed by primarily Wayne County with assistance from the ARC.

EAGL - ARC will assist as requested with the Environmental Accomplishments in the Great Lakes (EAGL) semi-annual reporting.

Public Outreach - Throughout the process Wayne County and the ARC will work with the RRAC and reach out to the public to inform them of the proposed activities and to obtain input. There will be a focused workshop for the interested public. The ARC will be posting information related to the all projects under this grant on the ARC web site, project status reports will be provided to RRAC, ARC committees and the full ARC membership, and informational flyers will be distributed to interested organizations and the public at large.

Final Report – ARC will assist as requested in providing information for a final report summarizing all the activities conducted and outcomes.

Task 2 - Preliminary Engineering and Field Investigation

Available background data will be collected and reviewed. This information will be used as the base map for the design and will form the basis of the design decisions.

The following data collection needs will be completed to develop the design, allow for project permitting and provide baseline data for construction.

Health and Safety Plan (HASP) Development – A site-specific health and safety plan will be developed for the project. Potential hazards will be identified, and steps will be outlined to reduce risk to employees and visitors to the site. The HASP will also detail steps for emergency response, including directions and a map to the nearest care facility.

Upon IAA Award

QAPP Development - In accordance with federal requirements all environmental measurements undertaken in support of this project will be required to be conducted under a formal quality management protocol. A project specific QAPP will be prepared and submitted for review and approval prior to beginning any data collection activities. Primary data gathering will include field information for design and post measurements of metric outputs.

Topographic Survey – A survey of the ground surface elevation will be conducted. The survey will include the location of existing or abandoned structures and utilities. Property boundaries will be established from recorded legal description. Flagged wetland boundaries will also be surveyed.

Hydrological Analysis and Wetland Hydrology – Design storm event runoff calculations and flood frequency data for the Rouge River will be used to size the culvert under Hines Drive and evaluate wetland hydrology. Wetland hydrology will be used to select the appropriate plant species used in seed mixes and for planting.

Wetland Assessment/Riparian Vegetation Mapping - Professional wetland scientists and ecologists will conduct a field survey of the site. The survey will determine the location and type of wetlands present, and map riparian vegetation communities. An assessment of wetland functions and values will be conducted to assess the degree of impairment and guide restoration design decisions. The species and distribution of invasive species will be determined within the wetlands and riparian vegetation. The jurisdictional limits of wetlands will be flagged for surveying during the topographic surveying. Delineation of wetland boundaries is necessary to evaluate and quantify project impacts and quantify the actual wetland restoration area.

Threatened & Endangered Species (T&E) - Since all federal agency grant programs require at least a programmatic environmental assessment that must consider potential impacts to federally and state-listed T&E plant and animal species, T&E information will be collected. The Michigan Natural Features Inventory (MNFI) maintains a continuously updated natural heritage database that provides a comprehensive source of existing data on Michigan's endangered and threatened plant and animal species. Records in the database indicate that a qualified observer has documented the presence of T&E species within a specified distance (usually 1.5 miles). The absence of records in the database within the vicinity of a project site does not preclude the potential presence of T&E species. Furthermore, the U.S. Fish and Wildlife Service (USFWS) publishes a county distribution list of federally listed threatened, endangered, proposed, and candidate species. This list indicates the potential for T&E species to be present within the county where a project is located (or neighboring counties). However, unlike the MNFI database, this list does not necessarily indicate documented presence of T&E species. The project area (i.e., potential disturbance limits) will be visited by qualified ecologists and evaluated for suitable T&E species habitat and potential presence of listed species that occur within a 1.5-mile radius of the project site (based on the MNFI database and the USFWS Wayne County species list). Only those T&E species that have the potential to be impacted by the proposed project, based on physical site characteristics, will be targeted for site-specific field surveys.

Task 3 - Design/Permitting

This task will include development of construction design plans, technical specifications, and construction cost estimating. During the design phase of the project, plans will be advanced to 30%

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design drawings, with additional engineering, planning, design refinement/modifications, stakeholder collaboration, and Technical Team review and feedback. Following this review, the design drawings produced will be advanced to 50% design for review and then to 95%. Final plans and specifications will be developed following the last review. This task will include the completion of the construction contract documents, to be used for bidding by incorporating funding entity requirements (such as signage, etc.) or any other requirements. The design will consider the technical needs as follows:

Wetland Restoration Approaches – Methods for restoring wetland hydrology and function will be developed. Construction drawings and details will be developed.

Invasive Species Management Plan - An invasive species management plan will be developed identifying the target species and methods for treating them. Drawings will be prepared depicting treatment areas.

Long-term Management Plan - A long-term management plan will be prepared during the design phase, to coordinate and plan management activities needed to ensure project sustainability.

Wayne County Permit - Wayne County Permit Office construction application package will be prepared and submitted

EGLE Joint Permit Application - Permitting services with the intended purpose of obtaining the Joint Permit from the EGLE. The following activities will be completed as part of this task:

- Prepare a pre-application meeting package with pre-application meeting fee and work with the County to schedule a site meeting and project review meeting with EGLE Division staff. The purpose of a formal pre-application meeting is to review statutory permitting requirements.
- A Joint Application for Permit will be completed, including all necessary attachments. Quantities of cuts and fills in wetlands and the floodplain will be calculated from the design drawings and tabulated. Periodic communication with District permitting staff will allow dialogue on design before the Joint Permit Application is submitted. This will include project partner meetings which will allow for exchange of ideas, discussion of concepts and concerns culminating in the development of a prudent, feasible, and permissible project design upon completion. This process will help ensure that a permissible project is designed and will facilitate the permitting process.

Task 4 - Contract Documents

The design plans and technical specifications developed under Task 3 will be finalized in the contract bid documents for the 5 park sites. All contractual front-end specifications will be developed, and all EPA grant requirements will be addressed and incorporated (signage, Davis Bacon, etc.).

PARAGRAPH II--COMPENSATION

The maximum cost of this Cost Reimbursable not-to-exceed Work Order is \$731,000. ECT's by task estimated costs for the Rouge AOC Wayne County Parks Habitat Restoration Design sub-grant to the ARC are:

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| Rouge River AOC - Wayne County Parks Habitat Restoration Design Project | | Task 1: Grant Reporting/Administr ation/Public Outreach | | Task 2: Preliminary Engineering & Field Investigation Support | | Task 3: Design/Permitting | | Task 4.1: Construction Contract Documents | | Totals | |
|--|-------|--|------------------|--|-------------------|------------------------------|-------------------|--|------------------|-------------|-------------------|
| | | Rates | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs | Cost | Hrs |
| Principal Engineer | \$210 | 40 | \$8,400 | 80 | \$16,800 | 320 | \$67,200 | 80 | \$16,800 | 520 | \$109,200 |
| Sr. Level Staff | \$180 | 80 | \$14,400 | 80 | \$14,400 | 700 | \$126,000 | 60 | \$10,800 | 920 | \$165,600 |
| Mid-Level Staff | \$145 | 0 | 50 | 400 | \$58,000 | 600 | \$87,000 | 90 | \$13,050 | 1090 | \$158,050 |
| Jr-Level Staff | \$105 | 40 | \$4,200 | 500 | \$52,500 | 800 | \$84,000 | 80 | \$8,400 | 1420 | \$149,100 |
| Technician | \$65 | 0 | 50 | 160 | \$10,400 | 80 | \$5,200 | | 50 | 240 | \$15,600 |
| Administrative Support | \$60 | 68 | \$4,080 | 32 | \$1,920 | 120 | \$7,200 | 32 | \$1,920 | 252 | \$15,120 |
| Labor Totals | | 228 | \$31,080 | 1252 | \$154,020 | 2620 | \$376,600 | 342 | \$50,970 | 4442 | \$612,670 |
| Expenses | | | | | | | | | | | |
| Vehicle and mileage | | | \$1,500 | | \$2,500 | | \$2,500 | | \$580 | | \$7,080 |
| Permit Fees | | | | | \$3,500 | | \$3,500 | | \$750 | | \$7,750 |
| Topographic | | | | | \$60,000 | | | | | | \$60,000 |
| Sediment Sampling-Laboratory | | | | | \$8,000 | | | | | | \$8,000 |
| Geotechnical investigation | | | | | \$32,000 | | | | | | \$32,000 |
| Field Equipment | | | | | \$3,500 | | | | | | \$3,500 |
| Expense Total | | | \$1,500 | | \$109,500 | | \$6,000 | | \$1,330 | | \$118,330 |
| TOTAL COST | | | \$ 32,580 | | \$ 263,520 | | \$ 382,600 | | \$ 52,300 | | \$ 731,000 |

PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than October 2020 (or as extended by Wayne County and EPA).

**ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
and its AFFILIATES***

By _____

Its _____

Date _____

ALLIANCE OF ROUGE COMMUNITIES

By _____

Title _____

Date _____

1. Primary Members

The voting shares for city, township and village members shall be based upon the financial contribution of each based upon the approved ARC annual budget and assessment of costs to members. The specific voting shares will be proportional to the annual assessments to each city, township and village as determined under Article V. of these Bylaws with one voting share based upon the annual assessment for each divided by \$750 rounded to the nearest whole number. If an assessment is less than \$750, one voting share shall be provided.

The combined voting shares of the three counties and county agencies combined shall be limited to twelve percent (12%) of total voting shares and the allocation of voting shares between the three counties shall be determined by the proportional amount of land in each county within the Rouge River watershed. For the purposes of these Bylaws, counties are defined as the appointed/elected Road Commission, the elected County Water Resources Commissioners, the elected County Executive, or the elected County Commission. Provided, however, only one member or designated alternative shall represent each county.

2. Associate Members

The specific voting shares will be proportional to the annual assessments to each with one voting share based upon the annual assessment for each divided by \$750 rounded to the nearest whole number. If an assessment is less than \$750, one voting share shall be provided.

3. Cooperating Partners

Cooperating Partners shall not have voting privileges but shall be invited to participate in meetings of standing committees and noticed of all meetings of the ARC and its Executive Committee.

F. Meetings

An effort shall be made to schedule meetings at locations throughout the Rouge River Watershed, allowing any member community or agency to host a meeting. All meetings of the Full ARC and Executive Committee shall operate under the Robert's Rules of Order unless modified by a majority vote of the ARC members.

1. Alliance of Rouge Communities

The Full ARC shall meet at least twice each calendar year at a designated time and location established by the Executive Committee. Agendas for ARC meetings will be distributed and circulated to all members in advance of all meetings. All official actions of the Full ARC including the election of officers, adoption of budgets, assessment of costs to members, and all other matters not otherwise specifically delegated to the elected officers, committees or Executive Director shall be by the Full ARC at a regular meeting consistent with the voting procedures in Article IV. D. and E. of these Bylaws.

2. Executive Committee

~~The ARC Executive Committee will meet at least four times each year at the call of the Chair~~The Chair shall convene regularly scheduled Executive Committee meetings each year.

3. Other Committees

Other committees shall meet as needed.



Working together, restoring the river

ALLIANCE OF ROUGE COMMUNITIES

Conflict of Interest Policy

ARTICLE I

PURPOSE

The purpose of this Conflicts of Interest Policy (the “*Policy*”) is to protect the interests of the Alliance of Rouge Communities (the “*Corporation*”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, member of the Executive Committee or other Committee or member of the Corporation. This Policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

ARTICLE II

DEFINITIONS

1. Interested Person.

Any officer, member or member of a committee with powers delegated by the members or the Executive Committee (the “*Executive Committee*”) who has a direct or indirect financial interest, as defined below, is an interested person

2. Financial Interest.

A person has a financial interest (“*financial interest*”) if the person has, directly or indirectly, through business, investment or family:

- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest (“*conflict of interest*”). Under Article III, Section 2 of this Policy, a person who has a financial interest shall have a conflict of interest only if the Executive Committee or other appropriate committee decides that a conflict of interest exists.

ARTICLE III
PROCEDURES

1. Duty to Disclose.

In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and all material facts to the Executive Committee and the members of committees with Executive Committee-delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists.

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the Executive Committee or other committee meeting while the determination of whether a conflict of interest exists is discussed and voted upon. The remaining Executive Committee or other committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest.

a. An interested person may make a presentation at the Executive Committee meeting or other committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that may result in a conflict of interest.

b. If the Executive Committee or other committee determines that a conflict of interest does exist, then:

(i) The Chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(ii) After exercising due diligence, the Executive Committee or other committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(iii) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Executive Committee or other committee shall determine by a majority vote whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

4. Violations of the Policy.

a. If the Executive Committee or other committee has reasonable cause to believe that a member, officer, member of the Executive Committee or member of another committee has failed to disclose actual or possible conflicts of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

b. If, after hearing the response of such person and making such further investigation as may be warranted in the circumstances, the Executive Committee or other committee determines that such person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV

RECORDS OF PROCEEDINGS

1. The minutes of the Executive Committee and all committees with Executive Committee-delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Executive Committee's or other committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

ARTICLE V

COMPENSATION COMMITTEES

A voting member of the Executive Committee or any other committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

ARTICLE VI

ANNUAL STATEMENTS

Each officer, member, member of the Executive Committee, and member of a committee with Executive Committee-delegated powers shall annually sign a statement which affirms that such person:

- a. has received a copy of the Policy,
- b. has read and understands the Policy,
- c. has agreed to comply with the Policy, and

d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII

PERIODIC REVIEWS

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
- b. Whether partnership and joint venture arrangements and arrangements with other organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.
- c. Whether agreements to provide services and agreements with other organizations further the Corporation's charitable purposes and do not result in inurement or impermissible private benefit.

ARTICLE VIII

USE OF OUTSIDE EXPERTS

In conducting the periodic reviews provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Executive Committee of its responsibility for ensuring that periodic reviews are conducted.

This Policy was adopted by the Alliance of Rouge Communities on the 5th day of May, 2009.

Executive Committee Member Signature

Member Community

Date