

**Agenda**  
**Planning and Policy Committee**  
**West Olive Administration Building – Board Room**  
**12220 Fillmore Street, West Olive, Michigan 49460**  
**Thursday, February 9, 2012**  
**9:30 AM**

**Consent Items:**

1. Approval of the Agenda
2. [Approval of the minutes from the December 8, 2011 Planning and Policy Committee meeting.](#)

**Action Items:**

3. Election of Committee Vice Chair  
Suggested Motion:  
To elect \_\_\_\_\_ as Vice Chairperson of the Planning and Policy Committee for 2012.
4. [Grand River Open Space Acquisition Grant Agreement](#)  
Suggested Motion:  
To approve and forward to the Board of Commissioners the Partner Agreement with Ducks Unlimited which outlines terms of the grant through the North American Wetlands Conservation Act to provide funding assistance for purchase of the Koster property to expand Grand River Open Space.

**Discussion Item:**

None

**Adjournment**

**Comments on the day's business are to be limited to three (3) minutes.**

**Addition to the Agenda  
Planning and Policy Committee  
West Olive Administration Building – Board Room  
12220 Fillmore Street, West Olive, Michigan 49460  
Thursday, February 9, 2012  
9:30 AM**

**Action Items:**

5. [Proposed Revisions to Lakeshore Coordinating Council Agreement and By-Laws](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the proposed revisions to the Lakeshore Coordinating Council Agreement and By-Laws.

**Comments on the day's business are to be limited to three (3) minutes.**

## PLANNING & POLICY COMMITTEE

### Proposed Minutes

DATE: December 8, 2011

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Stu Visser, James Holtvluwer, Jane Ruiter, Dennis Swartout, Roger Rycenga

STAFF & GUESTS: Keith VanBeek, Assistant Administrator; Alan Vanderberg, Administrator; Sherri Sayles, Deputy Clerk; Mark Knudsen, Planning & Performance Improvements Director; John Scholtz, Parks & Recreation Director; Nate Lisenbee, Planning & Performance Improvements; Greg Rappleye, Corporation Counsel; Holly Johnson, Coopersville Area Community Foundation; Janet DeYoung, Community Foundation of the Holland/Zeeland Area

#### SUBJECT: CONSENT ITEMS

PP 11-056 Motion: To approve the agenda of today as presented.  
Moved by: Holtvluwer UNANIMOUS

PP 11-057 Motion: To approve the minutes of the November 10, 2011 meeting as presented.  
Moved by: Ruiter UNANIMOUS

#### SUBJECT: 2012 BOARD OF COMMISSIONERS APPROVED COMMITTEES AND RATES

PP 11-058 Motion: To approve and forward to the organizational meeting of the Board of Commissioners the 2012 Board of Commissioners Approved Committees and Rates.  
Moved by: Swartout UNANIMOUS

Mrs. Ruiter noted the Labor Management Committee needs to be added to the list.

#### SUBJECT: 11-HIPAA COMPLIANCE POLICY

PP 11-059 Motion: To approve and forward to the Board of Commissioners the following proposed policy for review and comment: 11-HIPAA Compliance Policy.

Moved by: Swartout

UNANIMOUS

SUBJECT: 16-HONORARY RESOLUTION PROCEDURE  
(formerly named Recognition Program Procedure)

PP 11-060 Motion: To approve and forward to the Board of Commissioners the following proposed policy for review and comment: 16-Honorary Resolution Procedure (formerly named Recognition Program Procedure).  
Moved by: Holtvluwer UNANIMOUS

SUBJECT: ESTABLISHMENT OF ENDOWED AND NON-ENDOWED FUNDS WITH THE COMMUNITY FOUNDATION OF THE HOLLAND/ZEELAND AREA

PP 11-061 Motion: To approve and forward to the Board of Commissioners the establishment of endowed and non-endowed funds with the Community Foundation of the Holland/Zeeland Area for the Ottawa County Purchase of Development Rights (PDR) Program, and to authorize the County Administrator to sign the agreement on behalf of Ottawa County.  
Moved by: Swartout UNANIMOUS

SUBJECT: ESTABLISHMENT OF A NON-ENDOWED FUND WITH THE COOPERSVILLE AREA COMMUNITY FOUNDATION

PP 11-062 Motion: To approve and forward to the Board of Commissioners the establishment of a non-endowed fund with the Coopersville Area Community Foundation for the Ottawa County Purchase of Development Rights (PDR) Program, and to authorize the County Administrator to sign the agreement of behalf of Ottawa County.  
Moved by: Swartout UNANIMOUS

SUBJECT: DISCUSSION ITEMS

1. Procedural Updates to Policies – A brief overview of how policies are reviewed was presented by Keith VanBeek.
2. Closed Session to Discuss Property Acquisition

PP 11-063 Motion: To go into Closed Session at 9:49 a.m. for the purpose of discussing property acquisition. (2/3 roll call vote required)  
Moved by: Swartout UNANIMOUS

Roll call: Yeas: Visser, Holtvluwer, Ruiters, Swartout, Rycenga. (5)

PP 11-064 Motion: To rise from Closed Session at 10:01 a.m.  
Moved by: Swartout UNANIMOUS

SUBJECT: ADJOURNMENT

PP 11-065 Motion: To adjourn at 10:04 a.m.  
Moved by: Holtvluwer UNANIMOUS

# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 2/9/2012

**Requesting Department:** Parks and Recreation

**Submitted By:** Keith Van Beek

**Agenda Item:** Grand River Open Space Acquisition Grant Agreement

## SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the Partner Agreement with Ducks Unlimited which outlines terms of the grant through the North American Wetlands Conservation Act to provide funding assistance for purchase of the Koster property to expand Grand River Open Space.

## SUMMARY OF REQUEST:

Ottawa County Parks has partnered with Ducks Unlimited and other organizations on the Western Michigan Coastal Habitat Project and has been awarded a grant through the North American Wetlands Conservation Act (NAWCA) to assist with the purchase of the Koster Property to expand the Grand River Open Space property in Tallmadge Township. The Parks Commission is requesting Board of Commissioners approval of the grant agreement for the project.

The Koster property consists of 122.5 acres adjacent to the 111 acre Grand River Open Space property and with 1.2 miles on the Grand River. The Koster property, which was acquired in December, 2011, includes high quality natural land with extensive wetlands providing excellent waterfowl habitat. The NAWCA grant will contribute \$200,000 and Ducks Unlimited will provide an additional \$20,000 to assist with the \$475,000 purchase of the Koster property. Ottawa County Parks is responsible for the remaining \$255,000 in acquisition costs with funding through the county parks millage.

The grant agreement requires Ottawa County to maintain the conservation values of the site in perpetuity including restrictions on development. With the exception of trails and habitat restoration projects, the site must remain in its natural state. The grant agreement will cover 119 acres of the 122.5 acre property. The remaining 3.5 acres has been excluded (see map for exclusion area) to provide space for an entry drive, parking lot, trailhead, restrooms, boat launch and other improvements.

## FINANCIAL INFORMATION:

Total Cost: \$475,000.00 | General Fund Cost: \$0.00 | Included in Budget:  Yes |  No

If not included in budget, recommended funding source: \$200,000 from NAWCA, \$20,000 from Ducks Unlimited, and \$255,000 Parks Millage

## ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated |  Non-Mandated |  New Activity

## ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 3: Continue initiatives to preserve the physical environment. 4: Continue initiatives to positively impact the community.

**ADMINISTRATION RECOMMENDATION:**  Recommended |  Not Recommended |  Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



## MEMORANDUM

Date: January 30, 2012  
To: Ottawa County Board of Commissioners  
From: John Scholtz, Parks and Recreation Director  
RE: Grand River Open Space Acquisition Grant Agreement

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Proposed motion:

To approve and authorize the Board Chairperson to sign the Partner Agreement with Ducks Unlimited which outlines terms of the grant through the North American Wetlands Conservation Act to provide funding assistance for purchase of the Koster property to expand Grand River Open Space.

This request relates to a non-mandated activity and supports Goal 3 of the Board of Commissioner's Strategic Plan: *To contribute to a healthy physical, economic, and community environment.*

U. S. GRANT ADMINISTRATION  
STANDARDS

North American Wetlands Conservation Act  
and  
Neotropical Migratory Bird Conservation Act

SEPTEMBER 2010

U.S. GRANT ADMINISTRATION STANDARDS—SEPTEMBER 2010  
North American Wetlands Conservation Act and Neotropical Migratory Bird Conservation Act

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**A. APPLICABILITY AND AUTHORITIES**

A-1 To what do these Standards apply?

These Standards apply to any project that;

(a) is granted Federal financial assistance approved under the authority of the North American Wetlands Conservation Act (NAWCA) or the Neotropical Migratory Bird Conservation Act (NMBCA); and

(b) occurs on lands or waters under the jurisdiction of the United States of America.

A-2 What laws and regulations govern a North American Wetlands Conservation Act (NAWCA) or a Neotropical Migratory Bird Conservation Act (NMBCA) grant?

The authority for the North American Wetlands Conservation Act grant program is 16 USC 4401 et seq., as amended. The authority for the Neotropical Migratory Bird Conservation Act grant program is 16 USC 6101 et seq., as amended. General provisions applicable to grants awarded by agencies of the U.S. Department of the Interior, including definitions of terms used in this document, are in Title 43, Part 12, of the Code of Federal Regulations (CFR). General Provisions applicable to the acquisition of real property under a Federal grant, including definitions of terms used in this document, are in 49 CFR, Part 24. The actual laws and regulations take precedence over any restatement, summary, or interpretation of the same in this document.

**B. GRANT AGREEMENT**

B-1 What constitutes a Grant Agreement?

The Grant Agreement consists of a signed Assistance Award with incorporated provisions, these Standards, the Proposal and any approved amendments, and Recipient's signed Standard Form 424 (SF-424), including required Certifications and Assurances.

B-2 What Certifications and Assurances are required?

The SF-424D Assurances for Construction Projects are required for all NAWCA projects. The SF-424D Assurances for Construction Projects are required for all NMBCA projects involving acquisition, restoration or enhancement of habitat. For all other NMBCA activities the SF-424B Assurances for Non-Construction Projects are required.

By accepting the Assistance Award, the Recipient agrees to Certifications regarding Proposal Submission, Conflict of Interest, Debarment, Suspension, and other Responsibility Matters, Lobbying, and Drug-Free Workplace, as explained in Appendix A of these Standards.

B-3 At what point has the Recipient entered into a binding agreement?

The Recipient agrees to terms and conditions of the grant by signing the SF-424 and required Assurances, and enters a binding agreement by receiving Federal funds through the electronic funds transfer process.

B-4 Who has the authority to terminate the Grant Agreement?

The Recipient may decline the award or request a delay of the execution date by written notice to the U.S. Fish and Wildlife Service (FWS) Grant Officer within 10 business days of receipt of the award. FWS may terminate the award in whole or in part if a Recipient materially fails to comply with the terms and conditions of an award. The FWS may also terminate this award with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Recipient may terminate the award upon sending to FWS written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if FWS determines in the case of partial termination that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety. In any partial termination of an award, FWS must consider the Recipient's responsibilities for property management (if any) and to submit financial, performance, and other reports required by this document.

**C. REPORTS AND OTHER DOCUMENTATION**

C-1 What reports and other documents are required before the Grant Agreement is executed?

(a) Documentation of compliance with 36 CFR, Part 800, which implements the National Historic Preservation Act (NHPA), for all project activities. (See Section D-9 regarding documentation for certain matching in kind contributions, or "old match" allowable only in NAWCA projects.)

(b) FWS documentation demonstrating compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act for all project activities.

(c) For NAWCA projects, the Secretary of the Interior (or his or her designee) must make a finding that the real property interests should not be included in the National Wildlife Refuge System. The Recipient must obtain an additional such finding if a tract not included in the Proposal is targeted for acquisition.

(d) Documentation from FWS Regional Offices or field stations demonstrating that contaminants will not preclude the incorporation of those lands acquired in the project into the National Wildlife Refuge System (applicable only if such lands will be acquired in the project).

C-2 What reports and other documentation does the Recipient have to provide during the funding period?

(a) Annual performance reports must be received by the Grant Officer within 90 days after the end of each full year of the funding period.

(b) Annual financial status must be reported on Standard Form 425 (SF 425) and be received by the Grant Officer within 90 days after the end of each full year of the funding period. The first annual financial report must include all project-related financial activity from the date the Proposal was received by FWS to one year after the signature date on the Assistance Award, and should include the value of in-kind match contributed prior to the Proposal date. If a separate subaward is issued by FWS Division of Bird Habitat Conservation (DBHC) for the project, the subrecipient must submit a separate SF 425 reporting only their grant fund expenditures.

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(c) Real property acquisition documentation must be submitted with Annual or Final Reports for any transactions completed during the reporting period.

(d) If the Recipient chooses the ability to receive advance payment of Federal funds through the electronic funds transfer process, quarterly financial reports are required during the entire project period, regardless of Federal payments received during the reporting quarter and length of project period overlap with that quarter. Through September 2011, Federal Cash Transactions must be reported quarterly on Form 425 through SMARTLINK. After September 2011, quarterly Federal Cash Transactions reports must be submitted on SF 425 to DBHC. If the recipient chooses to receive reimbursements only, no quarterly report is required.

(e) Recipients of awards that include any funds obligated on or after October 1, 2010, are required to report subaward and subcontract information under the Federal Funding Accountability and Transparency Act (FFATA) if the Federal award amount is equal to or over \$25,000 at any time during the project period.

Recipients must report the following information related to each subaward and subcontract:

- (1) name of the entity receiving the award/contract;
- (2) amount of the award/contract;
- (3) information on the award/contract including transaction type, funding agency, Catalog of Federal Domestic Assistance number, program source, and award/contract title descriptive of the purpose of each funding action;
- (4) location of the entity receiving the award/contract and primary location of performance under the award/contract, including city, State, congressional district, and country;
- (5) unique identifier of the entity receiving the award/contract and the parent entity of the recipient, should the entity be owned by another entity; and
- (6) names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity 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. See FFATA § 2(b)(1).

Recipients must report subaward/subcontract information by the end of the month after the subaward/subcontract was made. For example, if a subaward was made on December 18, the information must be entered by January 31.

C-3 What information must the Recipient include in an annual performance report?

(a) A comparison of cumulative actual accomplishments with proposed objectives, for both grant and match-funded activities. The comparison should include a listing of the objectives and description of the extent of accomplishment for each objective. If DBHC has issued a subaward

for the project, the accomplishments of the subrecipient should be included in the performance report that is submitted by the Recipient.

(b) A budget table comparing proposed and cumulative actual grant and match expenditures by partner.

(c) For Standard Grant NAWCA projects only, a comparison of the acres achieved compared with the acres described by category in the responses to Technical Assessment Questions 4 and 5 of the Proposal, and an explanation of any differences.

C-4 What reports and other documentation must the Recipient provide at the end of the funding period?

(a) A final performance report must be received by the Grant Officer within 90 days of the end of the funding period.

(b) A final financial status report on Standard Form 425 must be received by the Grant Officer within 90 days of the end of the funding period.

(c) Complete shapefiles in geospatial vector data format for geographic information systems software (GIS) that describe all interests in real property that the Recipient or match provider purchased, restored, enhanced, or created with grant or matching dollars or accepted as in-kind matching contributions as part of the project. A Recipient that does not have access to GIS software may create digital project area maps using the FWS NAWCA on-line mapping tool.

(d) Real property acquisition documentation not already provided with annual reports.

(e) An inventory of all equipment acquired by the Recipient with Federal funds.

(f) An inventory of unused supplies if the total aggregate value upon completion of the project exceeds \$5,000.

C-5 What information must be included in a final performance report?

The final report must include all of the information required in the annual performance report and cover the entire project period (including old match in NAWCA projects). In addition, for Standard Grant NAWCA projects only, the report must include the tract table as presented in the Proposal (or as amended) with proposed and actual acreage accomplishments, and an explanation of any substitutions or differences. The tract table must include latitude and longitude (lat/long) information for properties involved in the project. The coordinates should be taken at the primary entrance to the property using NAD 83 datum, and reported in decimal degree or degree-minute-second format.

C-6 May reporting deadlines be extended?

Annual and final report deadlines may be extended for up to 30 days if a written request is made by the Recipient before the deadline and approved in writing by the Grant Officer and DBHC Branch Chief. Extension of the deadline for a final report does not automatically extend the liquidation period at the end of the project period.

C-7 What documentation must be available for FWS monitoring?

The Recipient must have access to thorough records of all grant and match expenditures and supporting documentation for those expenditures. Recipient must also have access to complete records substantiating compliance with any applicable Federal or program level financial, administrative, and property requirements. These records must be made available for review if requested by FWS. See J-4 for additional information regarding responsibilities when monitored.

C-8 How long must project records be retained?

All project records must be retained for at least 3 years from FWS receipt of a complete final report and all required supporting documentation.

**D. FINANCIAL ADMINISTRATION**

D-1 What is the funding period?

The funding period will be designated in the Agreement and last no more than two years unless it is extended. The terms “grant period” and “project period” are considered synonyms for the funding period.

D-2 May the Recipient or subrecipient incur pre-agreement costs before the funding period?

FWS authorizes pre-agreement costs only if such costs:

- (a) do not exceed the amount of the grant funds as awarded in the Agreement;
- (b) are necessary to accomplish the objectives of the project by the end of the funding period;
- (c) fund activities listed in the Proposal for accomplishment with grant funds;
- (d) have not been incurred before the date that FWS receives the Proposal from the Recipient (see Section F-2 for costs incurred in purchase of real property); and
- (e) are allowable to the extent that they would have been allowed if they had been incurred during the funding period.

By definition, pre-agreement costs occur before a signed Grant Agreement, and therefore they are incurred at the applicant’s risk. Upon completion of a signed Grant Agreement, this section constitutes prior written approval for any pre-agreement cost that qualifies under its provisions.

D-3 When must grant funds and matching contributions be obligated?

Grant funds and matching contributions must be obligated during the funding period, except an eligible pre-agreement cost which may be obligated prior to the funding period. A Recipient or subrecipient obligates funds (i.e., incurs costs) on the earlier of placing an order, signing a contract, receiving goods or services, or carrying out similar transactions during a given period that will require payment during the same or a future period (not to exceed ninety days after the funding period). For acquisitions of a real property interest, funds are considered obligated when costs are incurred at the time of closing/property settlement, and title is taken. All matching cash and eligible in-kind contributions must be obligated for the authorized purpose of the project by the end of the funding period.

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- D-4 Does the Recipient or subrecipient have to complete all the work on the project during the funding period?

All obligations must be made and work must be accomplished during the funding period, although cash does not necessarily have to be disbursed by the end of that time period. The Recipient must liquidate all obligations and ensure that the Grant Officer receives a final report no later than 90 days after the end of the funding period.

- D-5 Is the use of matching contributions subject to the same requirements as the use of grant funds?

Unless otherwise specified in these Standards, both grant funds and matching contributions are considered part of the project and subject to the same requirements.

- D-6 What is allowable match for a NMBCA project in the United States?

For NMBCA project activities in the United States the matching contribution must be cash only. Cash means the Recipient or subrecipient's cash outlay, including the outlay of money contributed to the Recipient or subrecipient by third parties, to be expended after the date the Proposal is submitted, and that complies with the applicable Federal Cost Principles in 2 CFR Parts 220, 225, and 230. Matching cash must be contributed to or by a Recipient or subrecipient to accomplish the purposes of the project. If money has been used to incur costs for project purposes before the FWS receives the Proposal, it is considered in-kind rather than cash and will not be eligible as match for projects in the United States.

- D-7 If the Recipient or subrecipient generates match contributions in excess of the project's approved match-grant ratio, may this be used as match in a future grant?

For Standard Grant NAWCA projects only, match contributions in excess of the amount required according to the match-grant ratio approved in the Grant Agreement is termed excess match. Excess match may be used only in the second or third phase of a Programmatic project under the following conditions:

(a) The excess match must accomplish more acquisition, restoration, or enhancement than required by the Grant Agreement. (Spending more, but accomplishing the same as required in the Grant Agreement, does not qualify as "excess" match. Additional spending due to unique circumstances totally beyond the control of the Recipient or subrecipient, such as a natural disaster, leading to unique efforts by the Recipient or subrecipient to accomplish project objectives, may be considered on a case-by-case basis.)

(b) The excess match cannot result from cost overruns on activities required in the Grant Agreement (but see D-7(a)) or from underestimated values on properties included in the Grant Agreement; excess acreage cannot result from minor survey or rounding differences associated with tracts included in the Grant Agreement.

(c) The subsequent phase must be substantively the same project area and type as the original grant, so that if the excess match were included in the subsequent grant it would be eligible.

(d) The additional acres must be specified as "excess" in the documentation provided in reports for the original NAWCA grant.

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(e) All acres must be protected as part of the original NAWCA grant.

(f) The source and nature of the excess match must be identified in the subsequent phase of the Programmatic grant and that phase of the project must be selected for funding as part of a Programmatic project. If a subsequent project is selected for funding, but is not approved as a Programmatic addition to a previous phase, the excess match remains part of the original project and cannot be used for a separate, unrelated grant.

D-8 How old can matching in-kind contributions be?

For NAWCA projects only, match providers may acquire real property, supplies, or services, or provide the services of its own personnel for a proposed project back to the beginning of the calendar year two years before the year in which FWS receives the Proposal.

D-9 What documentation is required to ensure compliance with Section 106 of the National Historic Preservation Act for matching in-kind contributions (ineligible in NMBCA grants) acquired or performed before the FWS receives a NAWCA proposal?

No advance documentation for Section 106 of the National Historic Preservation Act, as implemented in 36 CFR, Part 800, is required for matching in-kind contributions acquired or performed before the FWS receives a NAWCA proposal. However, if the Recipient or subrecipient or match provider has disturbed or allowed the disturbance of a site that is subject to NHPA, the FWS may disallow the use of that property in a NAWCA project or require the Recipient to take other steps as appropriate to ameliorate the disturbance.

D-10 Are acquisition costs that are incurred before the FWS receives the Proposal and used as matching in-kind contributions (ineligible in NMBCA grants) subject to the relocation assistance and real property acquisition requirements of 49 CFR, Part 24?

Acquisition costs of matching in-kind contributions incurred before the FWS receives a NAWCA proposal are not subject to the relocation assistance and real property acquisition requirements of 49 CFR, Part 24. However, costs for such matching property must still be allowable, reasonable, and allocable, as required by 43 CFR, Part 12.

D-11 What constitutes satisfactory compliance with matching commitments?

At the end of the funding period, the matching contributions must at least equal the amount committed to by the Recipient in the Grant Agreement.

D-12 Who may contribute matching cash or, for NAWCA only, in-kind contributions to a project?

All Recipients and their partners may contribute matching cash or, for NAWCA only, in-kind contributions. Unless clearly identified as 'non-Federal' in Federal statute or other Federal legal authority, funding that originates from a Federal source is considered non-match, even if it has been awarded to or passed-through another entity.

D-13 What is program income?

Program income is income directly generated by any project activity, or earned only as a result of the Grant Agreement during the funding period. By definition, program income is that income received by the grant Recipient itself, if the grant Recipient is an institution of higher education,

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hospital, or other non-profit organization (43 CFR 12.902); or received by the Recipient or subrecipient if it is a state or local government (43 CFR 12.65(b)).

D-14 Should “net” or “gross” income be used when calculating and reporting program income?

Either “net” or “gross” program income can be calculated and reported. If the Recipient chooses, and if authorized by FWS, “net” program income may be determined by deducting the costs necessary for the generation of program income from the gross program income, provided these costs have not been charged to the award (43 CFR 12.65(c), 43 CFR 12.924(f)). It is the Recipient’s responsibility to identify these costs and how they are calculated. Total or “gross” program income can be reported without additional calculations.

D-15 How may the Recipient use program income?

Federal regulations identify three ways to use program income: deduction, addition, and cost sharing or matching (43 CFR 12.65(g), 12.924(b)).

(a) Unless otherwise specified, the Recipient must use the deductive method (subtracting the program income from the amount awarded).

(b) If the Recipient desires, the Service will authorize the Recipient to use the additive method (adding the program income to the funds committed to the Grant Agreement). The program income must be used for the purposes and under the conditions of the Grant Agreement.

(c) DBHC will not authorize use of program income for cost sharing or matching purposes.

D-16 How is income generated outside the funding period handled?

Income generated by the Recipient outside of the funding period shall be retained by the Recipient. FWS encourages Recipients to use generated funds to support wetland conservation purposes consistent with the NAWCA program or to support neotropical migratory bird conservation consistent with the NMBCA program.

D-17 What can the Recipient or subrecipient acquire using grant funds?

Grant funds may be used to acquire those things that are necessary for the purpose described in the Grant Agreement and that are reasonable, allowable, and allocable as explained in the Cost Principles and NAWCA or NMBCA application instructions.

D-18 If a project involves easement acquisition during the project period, is FWS approval required before grant funds may be drawn?

FWS must approve in writing the language of a conservation easement before grant funds may be used for its purchase or associated match funds may be applied to the project. Executed or negotiated draft easements that were reviewed and accepted during the proposal review process are considered approved and do not require additional approval unless modified. Template easements submitted with proposals are not considered approved. Recipients must obtain additional approval for any changes to previously approved language in an easement. Easements without FWS approval may be disallowed as grant or match activities.

D-19 Are indirect costs, facilities costs, and direct overhead and administrative costs allowable?

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These costs are allowable for both grant funds and matching funds. These costs must be calculated by an acceptable method including negotiated indirect cost rate, directly charged administrative costs, or direct allocation method.

D-20 What is required for the Recipient to receive Federal funds?

(a) In order to receive Federal funds, the Recipient must register with the Federal Central Contractor Registration at <https://www.bpn.gov/ccr/default.aspx>. Recipients must maintain their registration annually.

(b) Through September 2011, the Recipient's financial institution must be able to receive Federal funds through the electronic funds transfer process and request advance payment and reimbursement through SMARTLINK, an electronic funds transfer system that is administered by the U.S. Department of Health and Human Services Division of Payment Management. After September 2011, all Recipients must transfer to the Automated Standard Application for Payments system that is administered by the U.S. Department of the Treasury.

D-21 What funds must be spent before the Recipient may draw down grant funds?

The following forms of funds must be spent before drawing down grant funds: program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds.

D-22 Must the Recipient deposit Federal cash advances in interest-bearing accounts separate from other funds?

The Recipient must deposit Federal cash advances in interest bearing accounts unless (a), (b), or (c) apply:

(a) The Recipient receives less than \$120,000 in Federal assistance awards per year.

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year.

(c) The depository would require an average or minimum balance so high that it would not be feasible with the expected Federal and non-Federal cash resources.

These requirements may not apply to States, State universities and hospitals, federally recognized Tribes, and local governments.

When depositing Federal cash advances in an interest-bearing account, separate depository accounts are not required, but Recipients must be able to account for the receipt, obligation, expenditure of and interest on the funds.

D-23 May the Recipient keep the interest earned on Federal cash advances?

The Recipient's status determines whether or not earned interest may be kept. For this purpose, a Recipient's belongs in one of three categories: State, Tribal or local government, and all others.

(a) States are not required to deposit Federal cash advances in an interest-bearing account. States that are not subject to a Treasury-State agreement have no interest liability to the Federal

government whether or not they earn interest on Federal cash advances. However, if a Treasury-State agreement is in place, States incur an interest liability from the day Federal funds are credited to the account to the day funds are disbursed for the project or credited to a Federal Government account as a refund, whether or not they deposit their Federal grant funds in interest-bearing accounts.

(b) Federally-recognized Tribal Recipients and local government Recipients are not required to deposit Federal cash advances in an interest-bearing account. They may retain interest amounts up to \$100 per year for administrative expenses, if they do deposit funds in an interest bearing account. Interest on Federal cash advances above \$100 must be remitted promptly, but at least quarterly, to the FWS.

(c) All others may retain up to \$250 of interest earned annually on Federal cash advances. The amount retained may be used for administrative expenses.

D-24 How long does a Recipient have to disburse or refund money obtained as a Federal cash advance?

(a) When Federal cash advances are made by electronic transfer of funds methods, the Recipient must draw down grant funds as close as possible to the time of making disbursements. The only exceptions are when the funds involved will be disbursed by the Recipient within seven calendar days, or are less than \$10,000 and will be disbursed within 30 calendar days.

(b) If a Recipient draws down funds but is unable to disburse them as required in D-24(a), the Recipient must return those funds to FWS as soon as possible.

## **E. EQUIPMENT AND SUPPLIES**

E-1 May the Recipient or subrecipient purchase and manage equipment with grant or match funds?

Yes, the Recipient or subrecipient may purchase and manage equipment acquired under a Grant Agreement in accordance with the applicable cost principles. Title to all equipment acquired for the project will vest in the Recipient or subrecipient.

The Recipient or subrecipient may use the equipment acquired for the project as long as needed whether or not the project continues to be supported by Federal funds. While the equipment is used for the project, the Recipient or subrecipient must make it available for use on other projects or programs currently or previously supported by the Federal government if such other use will not interfere with the work on the project for which the equipment was originally acquired.

E-2 May the Recipient or subrecipient replace and dispose of equipment obtained with grant funds?

The rules for replacing or disposing equipment obtained with grant funds vary according to Recipient or subrecipient status. A State may replace and dispose of equipment acquired under a Grant Agreement as required by its own laws and procedures. For all others, when original or replacement equipment acquired with grant funds is no longer needed for the original project or for other activities currently or previously supported by a Federal agency, equipment disposition will be as follows:

(a) Equipment with a current market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the FWS.

(b) Equipment with a current market value in excess of \$5,000 may be retained or sold and the FWS will have a right to an amount calculated by applying the percentage of Federal participation in the cost of the original project to the current market value of the equipment.

(c) In cases where a Recipient or subrecipient fails to take appropriate disposition actions, the FWS may direct the Recipient or subrecipient regarding required actions. In such cases, the FWS reserves the right to transfer title to the Federal Government or a third party of its choosing, when such a third party is otherwise eligible under existing statutes.

E-3 How often must the Recipient or subrecipient inventory equipment?

A State may inventory equipment acquired under a grant according to its own laws and procedures. Every other Recipient or subrecipient must take a physical inventory of equipment acquired with grant or match funds or received as a matching in-kind contribution immediately prior to submitting the final performance report and at least once every two years thereafter.

E-4 May the Recipient or subrecipient dispose of supplies and other expendable property purchased with grant or matching funds?

If the residual inventory of unused supplies is worth less than \$5000, these items belong to the Recipient or subrecipient who may chose how to dispose of them. However, at the termination or completion of the project, if there is a residual inventory of unused supplies which in aggregate is worth \$5,000 or more, and is not needed for any other federally sponsored project or program, the Recipient or subrecipient may either retain the supplies or sell them, but in either case must compensate the Federal government for its share.

## **F. REAL PROPERTY ACQUISITION**

F-1 What real property acquisition costs may be paid with grant or matching funds?

Federal grant or matching funds may be used to pay for the following costs of acquiring real property:

(a) the market value of the interest in real property;

(b) real property valuation, appraisals, appraisal reviews, and relocation expenses (if qualified and required under 49 CFR, part 24);

(c) title insurance (types and extent of coverage must be in accordance with sound business practice and the rates and premiums must be reasonable under the circumstances);

(d) costs of compliance with the National Environmental Policy Act, the Endangered Species Act, and the National Historic Preservation Act;

(e) recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the Recipient or subrecipient (the Recipient or subrecipient is not required to pay costs solely required to perfect the owner's title to the real property);

(f) penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property; and

(g) the pro-rata portion of any prepaid real property taxes which are allocable to the period after the grant Recipient or subrecipient obtains title to the property or effective possession of it, whichever is earlier (taxes for which exemptions are available are unallowable).

F-2 When does the Recipient or subrecipient incur the costs of acquiring real property?

Costs are incurred at the time of transfer of title. The grantee's contractual obligation to purchase real property does not constitute a cost incurred by the Federal government. A contractual obligation to purchase real property (purchase agreement, etc.) may be made at any time and, as long as title is transferred after the Proposal is received by the FWS, the costs associated with the purchase can be reimbursed with grant funds. However, if title is transferred before the FWS received the Proposal, costs associated with the purchase may only be used as match, and can not be reimbursed with grant funds. Any obligation to purchase property before Federal grant funds are obligated is made at the Recipient or subrecipient's risk. No matter when an obligation is signed, all purchases of real property must comply with all applicable Federal regulations, including but not limited to requirements specified in this section (F).

F-3 Must conservation easements be approved by FWS before finalization and acquisition?

FWS must approve in writing the language of a conservation easement before grant funds may be used for its purchase or associated match funds may be applied to the project. Executed or negotiated draft easements that were reviewed and accepted during the proposal review process are considered approved and do not require additional approval unless modified. Template easements submitted with proposals are not considered approved. Recipients must obtain additional approval for any changes to previously approved language in an easement. Easements without FWS approval may be disallowed as grant or match activities.

F-4 May condemnation proceedings be used to purchase lands in NAWCA or NMBCA projects?

All real property interests acquired as part of a NAWCA or NMBCA project, whether funded by grant funds or as match, must be from willing sellers. Condemnation proceedings may be used only when necessary to assist in determining the legal owner.

F-5 What notice must be provided to a seller?

Prior to making an offer for the property, the buyer must inform the seller that the buyer will be unable to acquire the property in the event negotiations fail to result in an amicable agreement (i.e., that the buyer does not have condemnation or eminent domain authority), and must inform the seller what the buyer believes to be the market value of the property.

If the buyer is an agency that has eminent domain authority, but the acquisition is voluntary, then two additional assurances must be included in the notice: (1) no specific site or property needs to be acquired, although the agency may limit its search for alternative sites to a general geographic area (where an agency wishes to purchase more than one site within a geographic area on this basis, all owners are to be treated similarly); and (2) the property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

This requirement does not apply to matching real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA).

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F-6 What if the Recipient or subrecipient fails to provide the required notice?

If the seller is not notified as required in Section F-5 above, the buyer must:

- (a) pay any relocation benefits for which the landowner is eligible,
- (b) pay any qualifying expenses incidental to transfer, and
- (c) comply with all other provisions of 49 CFR, part 24, that apply.

This requirement does not apply to matching real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA).

F-7 Are appraisals required?

Appraisals are required unless one of the following exceptions apply: (1) the market value is estimated to be less than \$10,000, and appropriate documentation is provided showing that this valuation is reasonable and uncomplicated; or (2) there is an alternative valuation formula authorized by Federal law, regulation, or FWS policy, as for specific categories of properties. An approved alternative valuation process is currently applicable to FWS grassland and wetland easements in the prairie pothole region of the United States.

If the buyer obtains an appraisal even though the market value is \$10,000 or less, it must be used as the sole determinant of market value unless the Recipient or subrecipient can conclusively demonstrate that it is not accurate. Whatever method is used to determine value, the valuation must be certified by the Recipient or subrecipient. The Grant Officer may require the Recipient or subrecipient to submit additional documentation if he or she finds any informal determination of market value to be insufficient or if the Grant Officer does not concur with the analysis and conclusions.

Regardless of the method of real property valuation, the date of the valuation must be within 12 months of the buyer's contractual obligation to purchase property or of the title transfer, whichever establishes the purchase price. The FWS may require the Recipient or subrecipient to secure an updated valuation if a material change occurs in the local real estate market, the character or condition of the property, or its surroundings between the effective date of the valuation and the date of the transfer of title to the Recipient or subrecipient.

F-8 What constitutes an acceptable appraisal?

Any appraisal must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and be completed by a state-certified appraiser. The appraisal must provide valuation of the specific interests being included in the project.

F-9 Must appraisals be reviewed?

Recipients or subrecipients must have each appraisal reviewed by a state-certified review appraiser. FWS reserves the right to have any appraisal additionally reviewed for federally assisted land acquisition.

F-10 Must the Recipient or subrecipient pay market value for real property?

The Recipient or subrecipient must pay at least market value for any real property interest, unless the Recipient or subrecipient provides documentation of a bargain sale with a signed statement from the seller that donates or willingly forgoes any difference between the market value and the selling price.

In order to claim the difference between the sale price and market value as match, the seller must explicitly donate the value to the project or the partner (willing seller notice alone is insufficient). If the Recipient pays more than the market value, the excess amount may not be paid with grant funds or used as match.

F-11 May the Recipient or subrecipient purchase real property subject to leases or occupied by tenants?

The Recipient or subrecipient may purchase real property subject to leases or occupied by tenants. Other than matching real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA), however, such purchases are subject to relocation assistance requirements as described in 49 CFR, Part 24. The relocation assistance requirements apply only to tenants that must move as a result of the acquisition, unless the Recipient or subrecipient fails to meet the requirements in Section F-5.

F-12 Do relocation requirements apply if the price is set before the FWS receives the Proposal, but the title is transferred after the FWS receives the Proposal?

The relocation requirements of 49 CFR, Part 24, apply to any transfers of title that are completed after the Proposal is received by FWS, regardless of when the price associated with the transfer is established.

F-13 What documents must be submitted when acquiring an interest in real property?

The Recipient or subrecipient must submit the following documents for each interest in real property purchased with grant or match funds, or provided as a matching in-kind contribution:

(a) appropriate evidence of valuation of real property. If an appraisal is used, send the appraiser's signed certification and the appraisal summary, and the signed summary and certification pages of an appraisal review;

(b) documentation that the seller has been informed that the buyer will be unable to acquire the property in the event negotiations fail to result in an amicable agreement (i.e., that the buyer does not have condemnation or eminent domain authority), and informs the seller of what the buyer believes to be the market value of the property;

(c) documentation of a bargain sale through a signed statement from a seller that donates or willingly forgoes any difference between the market value and the selling price, if the sale price is below market value;

(d) a copy of the closing statement (also called the settlement statement or adjustment sheet) or other evidence of funds transferred;

(e) a copy of any deed, easement, or assignment of lease that transfers ownership to the Recipient or subrecipient or match provider, as well as any subsequent owner as provided in the Grant Agreement (copies must demonstrate that the documents were recorded);

(f) either (1) a statement certifying that the real property acquired had no tenants, or (2) a copy of a notice of relocation eligibility as required in 49 CFR 24.203 and a statement certifying that the Recipient or subrecipient provided tenants with relocation assistance advice and relocation assistance as required in 49 CFR, part 24, with an itemized breakdown of any relocation payments made to the tenant; and

(g) copies of recorded Notices of Grant Requirements (NOGR) for all interests in real property acquired for the project including those interests received as matching in-kind contributions. If the required language of a NOGR is included in the deed, easement, lease or other recorded conveyance document for a specific interest in real property, such language may substitute for a Notice of Grant Requirements.

Items (b) and (f) do not apply to matching real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA).

F-14 What recorded notices are required for real property included in a project?

The Recipient or subrecipient must ensure that Notices of Grant Requirements are recorded for all interests in real property acquired in perpetuity or for terms longer than 10 years unless equivalent provisions were entered in the deed, easement, or assignment of lease. The NOGR must include all of the following elements:

(a) identification of the legal interest being encumbered;

(b) name of the FWS grant program (NAWCA or NMBCA), name and number of FWS Grant Agreement, and locations where copies of the Agreement are stored;

(c) summary of the project purpose as described in the Proposal;

(d) confirmation of the obligations to manage the property in accordance with the Grant Agreement and to obtain FWS consent before conveyance or encumbrance of any part of the interest included in the project.

In addition, if the real property interest is located in a county or state where encumbrances (e.g., easement) on real property automatically expire after a certain period, the NOGR must include a provision requiring re-recording of the encumbrance and/or the NOGR before the project property interests expire. A sample NOGR template is included in Appendix C.

F-15 Can the Recipient or subrecipient be reimbursed with grant funds if title is transferred before the FWS receives the Proposal?

The FWS will not reimburse the Recipient or subrecipient for the purchase of real property if title is transferred before the FWS receives the Proposal. At its own risk, however, the Recipient or subrecipient may contractually commit to purchasing property before the FWS receives the Proposal, and be reimbursed by grant funds after the Grant Agreement is signed.

F-16 Must the Recipient or subrecipient record deeds, leases, easements or other conveyance documents?

Regardless of whether it is required by the applicable State, the Recipient or subrecipient must ensure that all deeds, easements with a term 10 years or longer, and assignments of leases with a term 10 years or longer are recorded with reference to a deed or other real-property-conveyance instrument in the county, parish, borough, or other local office that maintains the records affecting title to real property in that jurisdiction (referred to as recorder's office, registrar of deeds office, commissioner of deeds office, bureau of conveyances, or similar title).

F-17 Can the Recipient or subrecipient obtain a waiver of these land acquisition requirements?

Subject to the specific conditions defined in 49 CFR, Part 24, in extreme circumstances certain real property acquisitions may be waived. These waivers will be granted on a case-by-case basis at the discretion of the Grant Officer, and will apply only to the project for which the waiver is requested.

### **G. PROPERTY MANAGEMENT**

G-1 Does the Recipient or subrecipient have continuing obligations to manage property acquired through a Grant Agreement?

A Recipient or other authorized titleholder of real property acquired through a Grant Agreement must manage any interests in real property acquired under that Agreement consistent with the project's purpose as long as the interests in real property are needed for that purpose. This is required regardless of whether the interests in real property were acquired with grant or matching funds or contributed as a matching in-kind contribution (ineligible for NMBCA).

G-2 May the Recipient or subrecipient encumber, sell, or transfer some or all of the interests in real property acquired through a Grant Agreement?

Except as specified in the Proposal, the Recipient or other authorized titleholder of interests in real property acquired with Federal grant or matching funds or as a matching in-kind contribution (ineligible for NMBCA) may not encumber, sell, or otherwise transfer the interest in real property, or any part of the same, without the approval of FWS. However, if the interest in the real property is an easement or a lease with a term that is less than perpetual, the obligation to seek FWS permission will end with the expiration of the term of the easement or lease.

G-3 For real property restored or enhanced under a Grant Agreement, how must the Recipient or subrecipient manage the property?

The Recipient or other authorized titleholder must manage restored or enhanced real property consistent with the purpose authorized by the Grant Agreement. This requirement pertains to all interests in real property that were restored or enhanced with Federal grant or matching funds or received as match (NAWCA only). The Recipient or other authorized titleholder may propose that the interest in real property is no longer needed for the project's authorized purpose. However, the Recipient or other authorized titleholder is prohibited from managing the property in a manner that interferes with the authorized project purpose unless it obtains written permission to do so from the FWS.

G-4 How long must the Recipient or subrecipient manage restored or enhanced real property for the project purposes?

The Recipient or authorized titleholder must manage restored or enhanced real property for the time period the Proposal identifies for project benefits (for NAWCA, the described contributions to long-term conservation of wetlands and associated habitats). If no time period was specified in the Proposal, the Recipient or authorized titleholder must manage the property for 25 years from the date that the Grant Officer receives acceptable final performance and financial reports. This period may be shorter than 25 years if limited by easements, leases, or other special considerations approved by the Grant Officer. During the required management period, a Recipient must ensure that the real property is available for site-inspection by the FWS or its designee to ensure that it is managed consistent with the authorized project purposes.

## **H. MODIFICATIONS**

H-1 Must the Recipient or subrecipient receive prior approval to depart from what is specified in the Grant Agreement?

The Recipient or subrecipient must obtain the prior written approval of the Grant Officer in any of the following situations:

- (a) changes in the purpose and scope of the project;
- (b) any extension of the funding period after the first extension (first extensions require only written notification to the Grant Officer at least 10 days in advance with the supporting reasons and a revised expiration date no more than 12 months in the future);
- (c) additions to, deletions from, or substitutions for the specific sites targeted for acquisition, habitat restoration, habitat enhancement, or habitat establishment unless the Proposal was approved without such sites being designated;
- (d) initial identification of the specific sites which will be acquired, restored, enhanced, or established where such parcels or interests were not identified in the Proposal;
- (e) changes to the boundaries of the area within which sites will be selected for acquisition, restoration, enhancement, or establishment (project area);
- (f) any change in the restoration, enhancement, or wetland establishment techniques or specifications (e.g., the species or the number of seedlings to be planted);
- (g) changes in the proposed titleholder of any interests in real property purchased, donated (NAWCA only), or otherwise acquired for the project;
- (h) any decrease in the number of acres acquired, restored, enhanced or established as described in the Grant Agreement, other than de minimis changes due to survey error;
- (i) any decrease in the number of years of benefit to acres acquired, restored, enhanced or established as described in the Grant Agreement;
- (j) any decrease in the total amount of matching contributions committed to the project;
- (k) the inclusion of costs that require prior approval in accordance with the applicable Federal Cost Principles;

(l) the transfer of funds from a direct cost category to indirect costs or the transfer of funds from construction to non-construction, or vice versa; or

(m) addition of match partners to the project.

H-2 May the Recipient extend the funding period?

(a) Any Recipient may receive an initial extension of the expiration date of the award of up to 12 months unless one of the following conditions apply:

(1) The terms and conditions of Grant Agreement prohibit the extension;

(2) The extension requires additional Federal funds; or

(3) The extension involves any change in the purpose or scope of the project.

Extensions may not be exercised merely for the purpose of using unobligated balances that are not necessary for the completion of the project.

(b) A Recipient may be given an additional extension of up to 12 months only if sufficiently compelling reasons are provided. In general, rationale for any extension must include confirmation that the project will still succeed, that the to-date failure is no fault of the Recipient, and that the extension will result in a benefit to the federal government.

H-3 How does the Recipient obtain an extension?

In order to obtain an extension, the Recipient must notify the Grant Officer in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date specified in the Grant Agreement.

## **I. NONCOMPLIANCE**

I-1 What constitutes noncompliance with the Grant Agreement?

Any instance of a failure to comply with one or more of the terms and conditions of the Grant Agreement, including any approved modification of the Grant Agreement, constitutes noncompliance.

I-2 What considerations are used to evaluate noncompliance with the Grant Agreement?

Before determining the consequences, an instance of noncompliance will be evaluated by the Grant Officer based on the following considerations:

(a) whether the noncompliance is deemed to be intentional or repeated;

(b) the impact on natural resources;

(c) the impact on the project and associated Federally-assisted projects;

(d) the impact on project partners;

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- (e) the impact on the buyers or sellers of real property interests that are part of, or affected by, the project;
- (f) the need for immediate action to protect the public's interest;
- (g) the harm or benefit to the Federal government; and
- (h) whether there are mitigating factors.

I-3 What are the potential consequences of noncompliance with the Grant Agreement?

After having taken into account the considerations described in Section I-2, the Grant Officer may apply one or more of the following remedies as a consequence of noncompliance with the Grant Agreement:

- (a) temporarily withhold cash payments pending correction of the noncompliance;
- (b) disallow (that is, deny both use of grant funds and any applicable matching credit for) all or part of the cost of the project not in compliance;
- (c) wholly or partly suspend or terminate the current Grant Agreement;
- (d) reduce the federal share of costs after the final reports are received;
- (e) withhold further Grant Agreements for the project or Recipient;
- (f) place the Recipient on a list of recipients that did not fulfill the commitments of a NAWCA or NMBCA Grant Agreement;
- (g) impose special administrative conditions during the funding period;
- (h) take other remedies that may be legally available; or
- (i) initiate procedures for suspension or debarment of a Recipient or subrecipient from Federal financial and non-financial assistance and benefits.

I-4 What are the grounds for imposition of special administrative conditions during the funding period?

Special administrative conditions during the funding period may be imposed by the Grant Officer if the Recipient meets one or more of the following criteria:

- (a) has a history of unsatisfactory performance;
- (b) is not financially stable;
- (c) has a management system that does not meet the standards prescribed in 43 CFR, part 12;
- (d) has failed to comply with the terms and conditions of a previous Grant Agreement;
- (e) is in noncompliance with the terms of the current Grant Agreement; or

(f) is not otherwise responsible.

I-5 What special administrative conditions may be imposed during the funding period?

If appropriate grounds exist to impose special administration conditions during the funding period, the Grant Officer may apply any of the following conditions:

- (a) allow only reimbursement of funds (allow no funds to be advanced);
- (b) withhold authority to proceed to the next phase of the project until receipt of evidence of acceptable performance within a given funding period;
- (c) require additional or more detailed financial reporting;
- (d) require additional project monitoring;
- (e) require the Recipient to obtain technical or management assistance; or
- (f) require that prior approval be obtained from the Grant Officer before implementing one of more aspects of the project or Grant Agreement.

I-6 What are the grounds for debarment and suspension of a Recipient or subrecipient from Federal financial and non-financial assistance and benefits?

Debarment or suspension may be imposed, through appropriate regulatory methods, as a consequence of any of the following circumstances:

- (a) Indictment for or conviction of, civil judgment, or other official findings for:
  - (1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
  - (2) violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;
  - (3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice; or
  - (4) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a person.
- (b) Violation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency program, such as
  - (1) a willful failure to perform in accordance with the terms of one or more public agreements or transactions;
  - (2) a history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions;

(3) a willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.

(c) Any of the following causes:

(1) a non-procurement debarment by any Federal agency taken before October 1, 1988, or a procurement debarment by any Federal agency taken pursuant to 48 CFR subpart 9.4;

(2) knowingly doing business with a debarred, suspended, ineligible, or voluntarily excluded person, in connection with a covered transaction, except as permitted in 43 CFR 12.215 or 43 CFR 12.220;

(3) failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed the Federal Government under the Internal Revenue Code) owed to any Federal agency or instrumentality, provided the debt is uncontested by the debtor, or if contested, provided that the debtor's legal and administrative remedies have been exhausted;

(4) violation of a material provision of a voluntary exclusion agreement entered into under 43 CFR 12.315 or of any settlement of a debarment or suspension action; or

(5) violation of any requirements of the drug-free workplace requirements for grants, relating to providing a drug-free workplace, as set forth in 43 CFR 12.615.

(d) Any other cause of so serious or compelling a nature that it affects the present responsibility of a person.

I-7 What happens if the Recipient does not submit a Financial Status Report or a Performance Report by the due date?

Failure to submit a timely report constitutes noncompliance with the Grant Agreement and can result, after notification by FWS, in consequences described in Section I-3.

I-8 What are the penalties for an unpaid debt to the FWS?

Unless otherwise established in a Treasury-State agreement, contract, repayment agreement, or by statute, the FWS will charge a penalty, pursuant to 31 U.S.C. 3717(e)(2), not to exceed six percent a year on the amount due on a debt that is delinquent for more than 90 days. This charge will accrue from the date of delinquency, which will generally be 30 days from the date that the demand letter is mailed or hand delivered.

## **J. AUDITS AND MONITORING**

J-1 Must the Recipient or subrecipient arrange for an annual audit of project expenditures?

Recipient or subrecipients must have a single or program-specific audit if they expend \$500,000 or more in a year in Federal awards and are agencies or instrumentalities of States, Federally-recognized Tribes, or local government, or nonprofit institutions of higher education, nonprofit hospitals, or other nonprofit organizations. The audit must be conducted by an independent

auditor for that year; it must be in accordance with OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and Form SF-SAC and the Single Audit reporting package must be submitted on-line using the Federal Audit Clearinghouse’s Internet Data Entry System

J-2 May the FWS conduct its own audit of a NAWCA- or NMBCA-funded project?

The FWS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of Recipient or subrecipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. In the case of Recipient or subrecipients that are institutions of higher education, hospitals, and other nonprofit organizations, this right also includes timely and reasonable access to a Recipient or subrecipient’s personnel for the purpose of interview and discussion related to such documents. For all Recipient or subrecipients, the rights of access in this paragraph are not limited to the required retention period for records, but will last as long as any records on the project are retained by the Recipient or subrecipient or the FWS.

J-3 Does the FWS have the authority to inspect and monitor real property, equipment, and supplies acquired, habitat restored or enhanced, or wetlands established?

The Grant Officer and other FWS personnel may inspect and monitor real property, equipment, or supplies acquired as part of the Grant Agreement, habitat restored or enhanced under the Grant Agreement, or wetlands established through the Grant Agreement. The purpose of such inspections will be to insure that the real property, equipment, supplies, or habitat is being used or managed for the authorized purpose, and consistent with the terms, of the Grant Agreement. The rights of access to real property, equipment, or supplies acquired as part of the Grant Agreement will terminate:

- (a) once the real property, equipment, or supplies have been legally disposed of;
- (b) when the FWS has approved a request that such real property, equipment, or supplies will no longer be used for the authorized purpose of the Grant Agreement; or
- (c) when the management term as defined in the Grant Agreement expires, regarding leases, easement, restoration, enhancement, and wetland establishment actions.

J-4 Is the Recipient responsible for documenting all reported grant and match activities?

The Recipient must have access to thorough records of all project grant and match expenditures included in the final report, and supporting documentation for those expenditures. Accounting records for in-kind match must show how the value match value was derived (i.e., hours of volunteer time contributed at what rate; hours of personnel time donated at what rate, meeting space, etc.). Recipient must also have access to complete records substantiating compliance with any applicable Federal or program level financial, administrative, and property requirements. If requested by FWS, Recipient must make these records available for review.

Any grant or match activity that is not supported by adequate documentation may be disallowed by the Grant Officer.

## Appendix A

### Certifications and Assurances

Through acceptance of the Assistance Award, in addition to the assurances appended to Standard Form 424, the Recipient's Authorized Representative certifies to the best of his or her knowledge and belief that:

- A. Certification Regarding Proposal Submission The Assistance Award is for the support and stimulation of the recipient's project; that the request for financial assistance and the related proposal have not been submitted in response to a request from the Government to undertake work to support a specific Government project; and that the proposal has been prepared without the assistance and/or input of Federal personnel. However, this statement excludes the general technical assistance provided by FWS staff to all applicants and grantees as needed or requested.
- B. Certification Regarding Conflict of Interest There are no relevant facts or circumstances which could give rise to an individual or organizational conflict of interest. Such conflict of interest could involve such things as Government employees being associated with or being a member of the requesting organization and being in a position to influence the awarding of a Grant Agreement. The Recipient agrees that if an actual or potential conflict of interest is discovered, the Recipient shall make a full disclosure in writing to the Service Program Officer. This disclosure shall include a description of actions, which the Recipient has taken or proposes to take, after consultation with the Service Program Officer, to avoid, mitigate or neutralize the actual or potential conflict.
- C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (DI-2010 June 1995)
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its principals and lower tier participants:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal 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; 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;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal and send it to the FWS Program Officer.
- D. Certification Regarding Lobbying (DI-2010 June 1995) [applicable if award exceeds \$100,000]
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, of an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of

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any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000.00 for each such failure.

E. Certification Regarding Drug-Free Workplace Requirements

(1) For Recipients other than individuals, the Recipient certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (i) The dangers of drug abuse in the workplace;
- (ii) The Recipient's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the recipient of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted—

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- (i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(1) For grantees who are individuals, the Recipient certifies that

(a) As a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

## Appendix B

### Definitions

These definitions are for the purpose of these Standards as applied to the NAWCA and NMBCA Grants Programs. Many of the terms are also defined in the statutes, regulations, and OMB Circulars applicable to Federal Assistance, and some of these are repeated verbatim below for convenience. Some, however, are clarified for the context of the NAWCA and NMBCA Grants Programs. Others are technical terms that are not defined in any of the applicable laws or regulations. Still others are acronyms or common words with specific meaning in the context of the Standards.

**Acquisition** means the voluntary purchase, donation, or transfer of any or all of a real property interest by means of a written deed, easement, lease assignment, or other legal instrument.

**Allocable** means capable of being distributed to a grant in accordance with the relative benefits received. It is allocable to a grant if it is treated consistently with other costs incurred for the same purpose in like circumstances. It must also meet one of the following criteria:

(a) it is incurred specifically for the award;

(b) it benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or

(c) it is necessary to the overall operation of the organization although a direct relationship to any particular cost objective cannot be shown.

Any cost allocable to a particular award or other cost objective under these principles may not be shifted to other Federal awards to overcome funding deficiencies, or to avoid restrictions imposed by law or by the terms of the award.

**Applicant** is any entity that has applied for a NAWCA or NMBCA grant by submitting a Proposal.

**Assistance Award** is the instrument used by FWS to financially obligate grant funds under NAWCA or NMBCA, and is included in the Grant Agreement.

**Award** means Federal financial assistance to an eligible recipient for the purpose of providing support or stimulation to accomplish a public purpose. An award occurs when an authorized representative of the FWS signs the Grant Agreement.

**Bargain sale** is a voluntary transfer of some interest in real property for less than the market value of that interest.

**Buyer** means (for purposes of land acquisition under a NAWCA grant) the entity that is purchasing some or all of the interests or rights in a specific tract of land.

**CFR** means the Code of Federal Regulations.

**Construction** means the erection, assembly, installation, alteration, demolition, destruction, removal, or repair (including dredging, excavating, and painting) of buildings, structures, and other improvements of real property of all types. Land acquisition and land development are also classified as construction. Almost all restoration, enhancement, and wetland establishment activities in a NAWCA- or NMBCA-funded project result in soil disturbance, either directly or indirectly, and can be categorized as conservation-oriented construction.

**Cooperative agreement**, like a grant, is a legal instrument documenting the relationship between the FWS and a grant recipient. However, in a cooperative agreement, the Service is substantially involved in the grant activities. For purposes of these Standards, the term Grant Agreement includes cooperative agreements.

**Debarment** means an action taken by an authorized official in accordance with the regulations in 43 CFR 12 subpart D to exclude a *person* from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment by any agency has government-wide effect. A *person* within the context of this definition is

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an individual, corporation, partnership, association, unit of government or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Direct costs** are those costs necessary to meet a project's specific objectives, including conservation project activities and directly allocable administrative costs. See indirect costs.

**Electronic funds transfer process** means any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer, or magnetic tape, for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account. All Federal payments made by an agency shall be made by electronic funds transfer when possible.

**Eligible cost** means a cost that can be reimbursed with Federal grant and/or matching funds or accepted as a matching in-kind contribution as a result of policy established by the North American Wetlands Conservation Council.

**Encumber** real property means to attach a claim, liability, or some other right to real property and make it binding on the same. An encumbrance may burden or lessen the value of the real property or obstruct or impair its use. It does not necessarily prevent transfer of title.

**Enhance** habitat means to modify or rehabilitate an existing or degraded but functioning habitat to improve function and meet project objectives.

**Equipment** means tangible non-expendable personal property, including exempt property charged directly to the award, having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, lower limits may be established.

**Establish wetlands (wetland creation)** means to manipulate through design, construction and management, the physical, chemical, and/or biological characteristics of a site to produce and sustain a wetland that did not previously exist there. Such establishment results in a gain in wetland acres.

**Federal assistance** is the transfer of money, property, services, or anything of value from the United States government to a Recipient to accomplish a public purpose of support or stimulation authorized by a Federal statute.

**Federal Cash Transactions** are grant fund receipts and expenditures reportable on the SF 425, required only if Recipient opts to receive advances of grant funds.

**Funding period** means the period of time established in the Grant Agreement when Federal funding is available for obligation by the Recipient. The funding period begins on the first day during which the Recipient may request an advance of funds or a reimbursement. It ends on the last day that the Recipient may incur costs for the project. For purposes of these Standards, the funding period means the same as "project period," "grant period," or the "period of performance".

**FWS** means the United States Fish and Wildlife Service, an agency of the Department of the Interior.

**Grant Agreement** may be a grant or cooperative agreement, and consists of a signed Assistance Award and incorporated provisions, the Recipient's project proposal, and the Recipient's signed SF-424 including required certifications and assurances. It is the legal instrument used to document a type of relationship between FWS and a Recipient of an award under NAWCA or NMBCA.

**Grant funds** are Federal financial assistance provided through NAWCA or NMBCA to an eligible Recipient for the purpose of providing support or stimulation to accomplish a public purpose. Other Federal funds are not considered grant funds for the purposes of these Standards.

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**Grant Officer** means the FWS official who develops and administers a Grant Agreement. The Grant Officer will review the progress of the grant-funded project, approve or disapprove all requests for prior approval or concurrence, recommend reductions in the grant amount where appropriate, and perform the final review of the project prior to close-out. May also be called **Program Officer**.

**In-kind match** See matching in-kind contribution.

**Incurred costs** means those costs for which an obligation to pay commences on: (a) the earlier of placing an order, signing a contract, or performing or receiving a service; or (b) in the case of real property, taking title to real property.

**Indirect costs** are those that have been incurred for common or joint objectives and cannot readily be identified with a particular final cost objective without effort disproportionate to the results achieved. Indirect costs include all costs determined, allocated, or distributed in accordance with the methods authorized for indirect costs in the Federal Cost Principles.

**Ineligible cost** means a cost that cannot be reimbursed with Federal grant and/or matching funds or accepted as a matching in-kind contribution as a result of policy established by the North American Wetlands Conservation Council

**Interest in real property** means a legal share of ownership, whether entire or partial, fee simple, easement, or other, in land including land improvements, structures, and appurtenances such as trees, grass, and other plants growing on the land except crops.

**Liquidate** means to settle all debts, claims, or obligations associated with a grant by applying grant and match funds. The business portion of a grant is settled by liquidating all of its liabilities and assets.

**Liquidation period** is the time after the project period ends during which all remaining funds must be disbursed. It ends 90 days after the end of the project period.

**Market value** is the most probable price for a property to be sold in an open and competitive market, as established by professional appraisal or other accepted valuation; also referred to as fair market value.

**Match** means the financial value of any cash, real property, or in-kind services donated to the project by the Recipient or other partners to fulfill terms and requirements of the Grant Agreement. No match with a direct or indirect Federal origin, or that was received or used as match under other Federal assistance agreements, qualifies as a matching contribution unless expressly authorized by Federal legislation. An eligible cash matching contribution expended for property or services for which the cost was incurred before FWS receives the proposal, is considered a matching in-kind contribution.

**Matching cash contribution** means any cash that is donated for use as non-Federal match to a project by the Recipient or by other partners under the terms of the Grant Agreement.

**Matching in-kind contribution** means any property or service that is donated by a non-Federal entity under the terms of a Grant Agreement. The match provider gives the property or service without charge or for a nominal payment or something of nominal or no market value. Matching in-kind contributions are eligible under NAWCA grants and under NMBCA grants in Latin America and the Caribbean.

**NAWCA** means the North American Wetlands Conservation Act (16 U.S.C. 4401 *et seq.*, and amendments thereto).

**NMBCA** means the Neotropical Migratory Bird Conservation Act (16 U.S.C. 6101 *et seq.*, and amendments thereto).

**Notice of Grant Requirements** means a written instrument recorded in the county recorder's office, the registrar of deeds office, the commissioner of deeds office, the county registrar's office, or the bureau of conveyances, in reference to any real property right that is part of a NAWCA-funded project. The Notice of Grant Requirements

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states the purpose of project and serves as notice that any transfer or encumbrance of the referenced property rights must be approved by the FWS.

**Obligate** funds means place an order, award a contract, award a grant, receive a service, or make a similar transaction during a given period that will require payment during the same or a future period.

**Obligation** means a binding agreement that will result in outlays, immediately or in the future.

**Old match** means eligible matching in-kind contributions acquired or performed before the FWS receives a NAWCA proposal. Matching in-kind contributions are not eligible for a NMBCA proposal.

**Other authorized titleholder** means any entity that holds an interest in real property acquired with grant or matching funds or as a matching in-kind contribution, but is not necessarily a “recipient” or “subrecipient.” Examples of an “other authorized titleholder” are: (a) a nonprofit organization that buys land and commits it as match for a NAWCA project, but retains ownership and continues to administer the land for the purposes of the project; and (b) an organization that receives title to land acquired under a Grant Agreement five years after the funding period.

**Outlay** means a payment towards liquidating an obligation. On financial reports prepared on a cash basis, outlays mean the sum of cash disbursements for direct charges for goods and services, the amount of indirect expenses charged, the value of third-party in-kind contributions applied, and the amount of cash advances and payments made to subrecipients. On financial reports prepared on an accrual basis, outlays means the sum of cash disbursements for direct charges for goods and services, the amount of indirect expenses incurred, the value of third-party in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the Recipient for goods and other property received for services performed by employees, contractors, subrecipients and other payees, and other amounts becoming owed.

**Partner** is a group, agency, organization, or individual which participates in a specific NAWCA or NMBCA project as a match provider.

**Pre-agreement costs** means those project costs to be funded by Federal grant and/or matching funds, which are incurred after FWS receives the proposal and before it signs the Grant Agreement. Such costs are allowable only to the extent that they would have been allowable if incurred during the funding period. This term is synonymous with “pre-award costs”.

**Prior approval** means written permission from the Grant Officer in advance of any act that would modify the project budget or scope where such approval is required by the award.

**Program income** means gross income earned by the Recipient or subrecipient that is directly generated by the Grant Agreement or earned only as a result of the Grant Agreement. Program income may be generated by both the federally funded and match-funded portions of the award, but must be generated after the beginning of the funding period. Program income includes but is not limited to: income from recreational or other fees; income from the use, rental, or lease of any real or personal property; the sale of timber, firewood, hay, seed, wild rice, agricultural products, and other commodities; the sale of specific quantities (but not the real property interests therein) of water, earth, gravel, oil, gas, and minerals; and the use or rental of personal or real property acquired under the Grant Agreement. **Net program income** is program income less the costs incident to the generation of the program income, provided these costs have not been: (a) charged to the Federal funds in the award; (b) charged to a matching cash contribution; or c) provided as a matching in-kind contribution.

**Programmatic project** is one where a subsequent phase of a Standard Grant NAWCA project has been awarded and combined with an original project as a continuation of the work of that original project. Programmatic projects include essentially the same conservation work conducted by the same grantee within the same project area as originally described. A programmatic project may include no more than three phases.

**Project** means a program of related undertakings necessary to fulfill a defined need consistent with the purposes of NAWCA or NMBCA and approved by the Migratory Bird Conservation Commission or FWS Director, as applicable.

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**Project activity** refers to any undertaking sponsored by grant funds or accomplished through a matching contribution. Project activities are defined in the application instructions for NAWCA and NMBCA grants.

**Project period** See funding period.

**Proposal** means all the documents that are submitted with, or pursuant to, a NAWCA or NMBCA grant application to the FWS.

**Real property** means land, including land improvements, structures, and appurtenances such as trees, grass, and other plants growing on the land except crops. It does not include movable machinery and equipment.

**Real property valuation** means the method used for determining market value of real property, generally a professional appraisal.

**Recipient** means an entity that receives an award to carry out a project. The Recipient is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

**Restore** habitat means to return a converted or severely degraded habitat to a functioning type of natural system previously present at the site, often to some desirable historic baseline considered suitable and sufficient to support healthy and self-sustaining populations of fish and wildlife.

**State** means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

**Subaward** means financial assistance in the form of money or property made under an award by a Recipient to an eligible subrecipient or by a subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include procurement of goods and services. For the purposes of the NAWCA Grants Program, “subaward” is synonymous with “subgrant.”

**Subrecipient** or subgrantee is the legal entity that receives a subaward and is accountable to the Recipient for the use of the funds provided. The subrecipient is the entire legal entity even if only a particular component of the entity is designated in the grant award document.

**Suspension** means an action taken by a suspending official in accordance with the regulations in 43 CFR, part 12, subpart D, that immediately excludes a *person* from participating in covered transactions for a temporary period, pending completion of an investigation, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act Proceedings as may ensue. A person so excluded is suspended. A *person* within the context of this definition is an individual, corporation, partnership, association, unit of government or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Supplies** are tangible personal property other than equipment.

**Tenant** means a person who has the temporary use and occupancy of real property owned by another, whether for residential or business purposes.

**Term** of an agreement means a provision or condition of that agreement.

**Term** of a less-than-perpetual easement means the length of time that the holder of the easement may exercise limited use of another’s land. **Term** of a lease means the length of time that a tenant may rightfully occupy the premises, as stipulated in the lease document.

**Transfer of title** means a change in ownership of any or all real property rights.

**Appendix C**

**Sample Notice of Grant Requirements Template**

[PARTNER] is the owner of a certain piece or parcel of land located in [TOWN, COUNTY, STATE] more particularly described in Exhibit \_\_ attached hereto and made part hereof (the “Property”).

[PARTNER] acquired the Property [with] [as match for] North American Wetlands Conservation Act funds pursuant to a Grant Agreement between the U.S. Fish and Wildlife Service and [Grant Recipient], dated \_\_\_\_\_, Agreement Number: \_\_\_\_\_, a copy of which is kept at the Division of Bird Habitat Conservation (DBHC), U.S. Fish and Wildlife Service, 1849 C Street, NW, Washington, DC 20240 and at the office of [GRANT RECIPIENT] at [address].

This property was conserved in order to [STATE PURPOSE OF PROJECT].

[PARTNER] hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation to ensure the long term conservation of the Property and to obtain the consent of the U.S. Fish and Wildlife Service DBHC prior to the conveyance or encumbrance of any interest therein.

The terms of this Notice shall be binding upon [PARTNER] and its designees and successors.

In witness whereof the [PARTNER] has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By:  
Its:

DULY AUTHORIZED

STATE OF (            )  
COUNTY OF (            )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by my duly sworn did state that \_\_\_\_\_ is the \_\_\_\_\_ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission expires:

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DUCKS UNLIMITED, INC.

OTTAWA COUNTY PARKS  
& RECREATION  
COMMISSION

**North American Wetlands Conservation Act Grant  
Partner Agreement**

**MI-XXX-14**

**Western Michigan Coastal Habitat Project**

This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between Ducks Unlimited, Inc. (hereinafter "DU") and the County of Ottawa through its Parks & Recreation Commission (hereinafter "Partner") to facilitate completion of the Western Michigan Coastal Habitat Project (hereinafter "Project").

WHEREAS, the North American Wetlands Conservation Act (NAWCA) provides federal grants to conserve wetland and associated upland for the benefit of migrating waterfowl, shorebirds and other wildlife.

WHEREAS, the Western Michigan Coastal Habitat Project NAWCA proposal dated March 4, 2011, addressed to the North American Wetlands Conservation Council Coordinator (hereinafter "Project Proposal") included as Exhibit A to this Agreement was approved for NAWCA funding by the Migratory Bird Conservation Commission on **September 9, 2009. (CFDA #15.623)**

WHEREAS, DU intends to serve as the NAWCA grant recipient on behalf of the Project partners and to administer grant funds received under a NAWCA grant **Agreement Number MI-N471B**, (hereinafter "Grant") issued by the U.S. Fish and Wildlife Service (USFWS) and accepted by DU.

WHEREAS, the Partner intends to be a sub-recipient of NAWCA grant funds and/or a match provider.

WHEREAS, DU and the Partner intend to cooperate to complete the Project by the acquisition of certain real property interest(s) and/or development(s) as described in Exhibit B of this Agreement (hereinafter "Project Elements").

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU and the Partner agree to undertake the Project as follows:

**I. SCOPE OF WORK** - The Project will be conducted in accord with the Project Proposal and all terms and conditions detailed by the USFWS in the NAWCA Grant Administration Guidelines dated September 2010 (hereinafter "Guidelines"), which Guidelines are included as part of this Agreement and included as Exhibit C to this Agreement.

**II. SCOPE OF THE AGREEMENT**

This Agreement will be in force for the Grant project period plus 25 years or, if Project Elements include acquisition of real property interests, in perpetuity from the above-mentioned effective date unless limited

by easements, leases or other legal instruments of shorter duration as may be specified in the Grant Administration Guidelines or approved by the DU Project Contact.

**A. DU agrees:**

1. Subject to the execution of the Grant, to receive and administer Grant funds in accordance with the Project Proposal.
2. To reimburse the Partner for allowable costs, as defined by the Guidelines, incurred by the Partner to complete the Project Elements in the amount(s) described in Exhibit B.
3. Donate such cash, goods, and/or services to the Partner to complete the Project Elements in the amount(s) detailed in Exhibit B.

**B. PARTNER agrees:**

1. To accept cash, goods, and/or services from DU and other Project partners to complete Project Elements as described in Exhibit B.
2. To provide matching contributions as detailed in said Partner's funding commitment letter included in the Project Proposal and described in Exhibit B.
3. That it accepts and will comply, as a subrecipient and/or a match provider and on DU's behalf and for DU's benefit, with the provisions of the Guidelines. It is acknowledged by the Partner that the Grant received by DU will be in excess of fifty thousand dollars (\$50,000).
4. To be responsible for all costs incurred by the Partner in excess of the value of Grant funds, DU funds or DU in-kind services, if any, that may be associated with the Project.
5. To provide all reasonable and necessary services to ensure the timely completion of the Project within the Grant's project period.
6. To provide information and materials in a timely manner as requested by DU that are necessary to meet DU's obligations under the Grant.
7. To obtain, at the Partner's expense, all required permits, agreements, leases, approvals and access rights necessary for the development of the Project and provide to DU, its officers, employees, agents and the like all reasonable assistance and cooperation necessary for the implementation of this Agreement.
8. That all pre-agreement costs, as defined by the Guidelines, incurred by the Partner are incurred at the Partner's risk. Such costs are allowable only to the extent that they would have been allowable if incurred after the date that the USFWS signs the Grant and during the Grant's project period.
9. To immediately reimburse DU for any repayment or reimbursement DU must make to the USFWS under the Grant that is caused by or results from the Partner's failure to comply with the terms and conditions of this Agreement.
10. In accordance with II.B.3. above, reimburse the USFWS or be bound to the alternative for redress chosen by the USFWS if any habitat restored, enhanced, created, or acquired by or for the Partner is managed, conveyed, or administered in a manner inconsistent with Grant Administration Guidelines and/or the Project purpose. Further, under these circumstances, the Partner will



approved by the Migratory Bird Conservation Commission and the date the Grant was issued by the USFWS so such NAWCA Grant Administration Guidelines contain different terms and conditions than the Guidelines currently attached as Exhibit C to this Agreement, that such revised NAWCA Grant Administration Guidelines shall be substituted for the Guidelines and shall become part of this Agreement as "Guidelines".

8. In the event the parties hereto are unable to agree regarding their obligations under this Agreement, they shall select a mutually acceptable third party whose decision shall be binding.
9. That DU or FWS will bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, the Partner, any subcontractor, or their respective employees, agents, servants and assigns activities under this Agreement. The Partner agrees that it will indemnify, defend and save DU and FWS harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, judgments, costs and expenses of every nature and description brought or recovered against DU or FWS or expended by DU or FWS, including the payment of attorneys fees arising from the performance by the Partner, any subcontractors, and/or their respective employees, agents, servants and assigns of the Partner's obligations under this Agreement.

**III. EXECUTION AND MODIFICATION OF AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above. Further, only the mutual prior written agreement of both parties may modify this Agreement.

**DUCKS UNLIMITED, INC.**

**OTTAWA COUNTY PARKS &  
RECREATION COMMISSION**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

Rebecca Humphries  
(TYPED NAME)

Philip Kuvers  
(TYPED NAME)

**TITLE:** Director of Operations

**TITLE:** Board Chair

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL

## PROJECT OFFICER'S PAGE

**What is the proposal title?** Western Michigan Coastal Habitat Project

**What are the geographical landmarks for the proposal?**

1. State(s): Michigan
2. County(ies): All or part of the counties of Mason, Lake, Osceola, Oceana, Newaygo, Mecosta, Muskegon, Montcalm, Ottawa, Kent, Ionia, and Allegan
3. Congressional District(s): 2, 3, 4, and 6
4. JV: Upper Mississippi River/Great Lakes Region
5. BCR: 23 - Prairie Hardwood Transition

**What is the date you are submitting the proposal?** March 4, 2011

**Is an Optional Matching Contributions Plan (MCP) submitted with the proposal?** No

**Are you requesting that this proposal be considered as a continuation of a previous grant agreement (a Programmatic Project Proposal)?** No

**How many more proposals are planned for the same project area?** Further work and proposals in the region are under consideration. The Upper Mississippi River/Great Lakes Region Joint Venture seeks to increase waterfowl breeding habitat by 50,000 acres in this project area, and in the remainder of the southeast Lake Michigan watershed by 2013. We anticipate at least 2 additional proposals in the proposal area to help meet this objective.

**What is the Project Officer's information?**

1. Name: Russel Terry
2. Title: Director of Conservation Programs
3. Organization: Ducks Unlimited, Inc.
4. Address: 1220 Eisenhower Place, Ann Arbor, MI 48108
5. Telephone number: 734-623-2000
6. E-mail address: rterry@ducks.org
7. Grantee organization or proposal website, if available: www.ducks.org

**Will any of the NAWCA funds requested as part of the proposal be received or spent by the U.S. Fish and Wildlife Service or another Federal agency?** Yes

**If yes, which agency will receive these funds and what is the fund amount:**

Agency: U.S. Fish and Wildlife Service Amount: \$70,000

**Are carbon sequestration credits involved in the proposal?** No

**Will any portion of any tract or activities associated with any tract be used to satisfy wetland or habitat mitigation requirements under Clean Water Act, Rivers and Harbors Act, Fish and Wildlife Coordination Act, Water Resources Development Act, or other related statutes now or in the future?** No

**Have you confirmed that all partners, key personnel, and contractors are eligible to participate in Federal grants?** Yes

**To ensure that the proposal complies with available guidelines and to ensure that partners are aware of their responsibilities, the Project Officer certifies to the following statement:** I have read the 2011 standard grant instructions, 2011 eligibility information, and 2010 grant administration policies and informed partners or partners have read the material themselves. To the best of my knowledge, the proposal is eligible and complies with all NAWCA, North American Wetlands Conservation Council, and Federal grant guidelines. The work in this proposal consists of work

and costs associated with long-term wetlands and migratory bird habitat conservation.

**Do you have any comments about, or suggestions for, the NAWCA program?** The partners appreciate the opportunity to submit this proposal for NAWCA funding. We would like to be advised when we can assist with reauthorization of NAWCA or its annual appropriation.

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL SUMMARY**  
**Western Michigan Coastal Habitat Project, MI**

COUNTY (IES), STATE(S), CONGRESSIONAL DISTRICT(S): Mason, Lake, Oceana, Osceola, Newaygo, Mecosta, Muskegon, Montcalm, Ottawa, Kent, Ionia, and Allegan Counties; Michigan; Congressional Districts 2, 3, 4, and 6

GRANT AMOUNT		\$1,000,000
Allocation: Ducks Unlimited, Inc.	\$1,000,000	

**MATCHING PARTNERS**

Grantee: Ducks Unlimited, Inc. (DU)	\$ 66,030
Land Conservancy of West Michigan (LCWM)	\$1,249,000
Muskegon Conservation District (MCD)	\$ 50,000
Ottawa County Parks (OCP)	\$ 255,000
City of Whitehall (CW)	\$ 100,000
Occidental Chemical Corporation (OC)	\$ 16,000
Conservation Resource Alliance (CRA)	\$ 5,000
Hinterman Family (HF)	\$ 5,000
Veit Family (VF)	\$ 374,000
Sutton Family (SF)	\$ 355,000

GRANT AND MATCH - ACTIVITIES, COSTS, AND ACRES		\$3,475,030 / 2,087 acres
Fee Acquired	\$ 826,500 / 339 acres	
Easements Acquired	\$2,346,500 / 1,348 acres	
Restored	\$ 247,835 / 400 acres	
Other	\$ 41,000	
Indirect Costs	\$ 13,195	

**PROPOSAL PURPOSE AND DESCRIPTION:** The objectives of this proposal are to protect and restore critical wetland and adjacent upland habitats throughout the Western Michigan Coastal Habitat Project area to ensure the long-term conservation of these ecosystems and their associated fish and wildlife. Conservation efforts will target critical breeding and migration habitat for waterfowl, shorebirds, colonial waterbirds, and migratory landbirds. The proposal targets protection and restoration of waterfowl breeding and migration habitat within the Coastal Zone, expansion of protected lands, and restoration of private wetlands and nearby uplands important for waterfowl production and other wildlife. This is consistent with the habitat goals of the Michigan North American Waterfowl Management Plan (NAWMP) Implementation Strategy (1998-2013). It also helps meet Michigan Department of Natural Resources wetland conservation goals defined by “A Wetland Conservation Strategy for Michigan.” The project area is in a primary focus area of the Upper Mississippi River/Great Lakes Region Joint Venture (UMRGLR JV) and all 12 of the project area counties are almost entirely located in the Coastal Zone of the Great Lakes as identified by the North American Wetlands Conservation Council. Over 98% of total project acreage will occur within this Coastal Zone. Agriculture and urban development dominate the landscape and have resulted in drained wetlands, greater than 98% loss of historic prairie, fragmented forests, eroded stream banks, nutrient loading in streams, and general habitat destruction. This proposal is focused on the protection and restoration of emergent, forested, and scrub-shrub wetlands, and the restoration of native warm season grasslands for waterfowl, other migratory birds, other wildlife, and society.

The project goal is to protect 1,687 acres including 884 acres of wetlands and 803 acres of associated uplands. The project also will restore 300 acres of wetlands and 100 acres of associated warm season

grasslands. The proposal is a multi-year, landscape-scale project to acquire wetlands and associated uplands and to restore similar lands in the coastal Lake Michigan watershed. The area is experiencing urban development and high land values, especially on developable lands near lakes and wetlands. Therefore, it is critical that these habitats be conserved before the opportunity is forever lost. There are many threats facing the ecological health of the Great Lakes watershed and protection of key wetlands (coastal and riparian habitats) is crucial to help maintain biodiversity. The work described in this proposal will protect and restore additional acreage to ensure the long-term protection of this vital resource. The successful implementation of this proposal will produce measurable progress toward achieving goals and objectives of the UMRGLR JV – 2007 Implementation Plan and other conservation plans.

**HABITAT TYPES AND WILDLIFE BENEFITTING:** The UMRGLR JV 2007 Implementation Plan combines the habitat needs of four bird groups (waterfowl, shorebirds, waterbirds, and landbirds) into one comprehensive all-bird habitat conservation plan, and identifies the acreage goals of specific habitat types for the purpose of sustaining and increasing priority bird species populations within each bird group. Through planned protection and restoration actions, this proposal contributes to the acreage goals of six habitat types identified in the 2007 Implementation Plan: shallow semi-permanent marsh (hemi-marsh), forested wetland, marsh with associated shrub/forest, extensive open water, grassland, and mixed wooded openlands.

The JV has identified the need to maintain/protect 136,875 acres and restore/enhance 38,065 acres of hemi-marsh within the Michigan portion of Bird Conservation Region 23 (BCR 23). Waterfowl were identified as the bird group with the greatest need for the conservation of hemi-marsh habitat, and the conservation actions identified in this proposal will provide vital migration, breeding, and brood-rearing habitat for this bird group. The JV has identified the need to maintain/protect 11,609 acres and restore/enhance 5,681 acres of forested wetlands within the Michigan portion of BCR 23. Landbirds were identified as the bird group with the greatest need for conservation of this habitat type, and the conservation actions identified in this proposal will provide vital migration, breeding, and brood-rearing habitat for the wetland-associated members of this bird group. Finally, the JV has identified the need to conserve (maintain/protect and restore/enhance) 38,351 marsh with associated shrub/forest acres, 57,934 extensive open water acres, 339,872 grassland acres, and 329,498 mixed wooded openland acres within the Michigan portion of BCR 23. These habitats types were identified as providing the greatest benefit to either waterfowl or wetland-associated landbird populations.

A variety of habitat types will be conserved through this proposal, including 1,120.5 acres of decreasing status wetland types, primarily palustrine emergent, forested, and scrub-shrub wetlands, 18 acres of a stable wetland type, 45.5 acres of an increasing status wetland type, and 903 acres of associated uplands. Protection and restoration of these lands will directly benefit wetland and grassland habitat to include: breeding and migratory habitat for waterfowl species such as mallard, American black duck, northern pintail, blue-winged teal, lesser and greater scaup, wood duck, redhead, canvasback, American wigeon, ring-necked duck, and trumpeter swan; foraging, nesting, and migratory stop-over for many species of shorebirds, waterbirds, and upland birds such as American bittern, least bittern, black-crowned night heron, northern harrier, American woodcock, Acadian flycatcher, marsh wren, sandhill crane, and pied-billed grebe. The project also will benefit the federally endangered or candidate eastern massasauga rattlesnake, Karner blue butterfly, and Indiana bat. The project will positively affect more than a dozen state-listed species (special concern, threatened, or endangered) through wetland and upland habitat acquisition and restoration. In addition, proposed work will improve and protect surface and ground water quality, reduce flooding, and expand public recreational opportunities thereby stimulating local economies.

**PUBLIC BENEFITS/PUBLIC ACCESS:** This proposal marks the beginning of a coordinated, multi-year

effort to protect and restore wetlands and adjacent upland communities on public and private land within the 12-county project area. A strong coalition of conservation partners has pooled resources to accomplish the habitat work identified in this proposal. The acquisitions by LCWM, VF, SF, MCD, OCP, CW, and OC will be open to a variety of different public recreational uses, including hiking, birding, camping, fishing and hunting. Additionally, FWS, CRA, HF, and DU will combine their resources to conduct hundreds of acres of private lands wetland and native prairie restorations to re-establish quality waterfowl, upland gamebird, and grassland songbird nesting and brood-rearing habitat. Public access to these properties is granted at the discretion of the private landowners. Through the continued conservation efforts of this initiative, the public has and will continue to realize the benefits that healthy ecosystems provide. As outlined in this proposal, the habitat conserved will provide critical breeding and migration habitat for waterfowl, waterbirds, shorebirds and grassland nesting birds. In addition, the proposed conservation efforts will provide habitat for threatened and endangered species, increase recreational opportunities, improve water quality in the Great Lakes watershed, and provide flood abatement and erosion control. Protection and restoration activities within the project area will result in a highly diversified network of plant and animal communities and the habitats needed to support them. Beautiful habitats teeming with guilds of endemic birds attract tourists. Therefore, ethical and conscientious bird and wildlife watching activities should also increase. We also realize that land acquisition and stewardship activities will provide additional “destination” hunting and ecotourism areas. By providing ample outdoor recreational opportunities on lands open to the public, we attempt to maintain or grow the numbers of hunters and other outdoor enthusiasts in our project area, thus maintaining local and regional support for all-bird conservation, and a strong land ethic in our society.

**NEW PARTNERS:** Nine of the eleven partners to this proposal are new to NAWCA, including LCWM, MCD, ODP, CW, OC, CRA, HF, VF, and SF, and have joined with DU and FWS that have extensive experience with NAWCA initiatives. These new partners are pleased to offer match to this proposal and, in concert with consistent major partners like DU and FWS, will help ensure the success of this initiative. While not through NAWCA, all partners have collaborated on many conservation projects in the past and are committed to conserving wetland and grassland habitat within the proposal area.

**RELATIONSHIP TO PREVIOUSLY FUNDED NAWCA PROPOSALS:** This proposal will expand on the conservation efforts started by the Grand River Watershed and Southeastern Lake Michigan Coastal Habitat NAWCA Projects. In the State of Michigan, a total of approximately \$15.6 million of NAWCA funds combined with \$52.9 million of partner funds have been invested to conserve over 43,450 acres of wetland and associated upland habitat since its inception. This proposal is complementary to these previous NAWCA efforts and has evolved to include additional new partners, including LCWM, MCD, ODP, CW, OC, CRA, HF, VF, and SF. Involvement by these partners is very encouraging because they will add to the list of steadfast partners concentrating on land protection and habitat restoration and enhancement in this region of the state. The proposed conservation efforts of this project also will help meet the conservation goals of the UMRGLR JV.

**THREATS AND SPECIAL CIRCUMSTANCES:** This region of Michigan contains some of the Great Lake’s best waterfowl production habitat. However, the habitats targeted in this proposal are under urban and recreational development pressure from the expanding population centers of Grand Rapids, Grand Haven, Holland, and Muskegon. While past efforts to convert wetlands to agricultural use are mostly reversible, urban development would commit habitat irreversibly to private use not compatible with public demands for natural areas. The LCWM, MCD, and OCP have active land acquisition and management programs and are committed to the protection of important wetland and associated upland habitats in the initiative area. The tracts proposed for acquisition as part of this proposal are specifically threatened by both urban and recreational development. Protecting this existing resource will be economical compared to restoring it once development has occurred. It is critical that these habitats be conserved before the opportunity is forever lost.

## BUDGET AND WORK PLAN

Is the required Budget Table submitted here or as an attachment? See Budget Table below.

### PROPOSAL BUDGET TABLE

ACTIVITIES	GRANT \$	MATCHING & NONMATCHING PARTNERS				TOTAL \$	TRACT ID
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	NON-MATCH \$		
Land Costs: Fee Acquired	\$250,000	MCD	\$0	\$50,000	\$0	\$300,000	1
	\$200,000	OCP	\$0	\$255,000	\$0	\$455,000	2
		DU	\$0	\$20,000	\$0	\$20,000	2
	\$51,500	LCWM	\$0	\$0	\$198,500	\$250,000	3
Land Costs: Easement Acquired	\$200,000	LCWM	\$0	\$0	\$0	\$200,000	4
	\$20,000	LCWM	\$0	\$0	\$0	\$20,000	5
	\$20,000	LCWM	\$0	\$0	\$0	\$20,000	6
		LCWM	\$374,000	\$0	\$0	\$374,000	7
		VF	\$374,000	\$0	\$0	\$374,000	7
		LCWM	\$355,000	\$0	\$0	\$355,000	8
		SF	\$355,000	\$0	\$0	\$355,000	8
		CW	\$0	\$100,000	\$0	\$100,000	9
		OC	\$0	\$16,000	\$0	\$16,000	10
		LCWM	\$520,000	\$0	\$0	\$520,000	11
Contracts	\$2,500	CW	\$0	\$0	\$0	\$2,500	9
	\$10,000	LCWM	\$0	\$0	\$0	\$10,000	5,6
<b>TOTAL ACQUIRED</b>	<b>\$754,000</b>	<b>N/A</b>	<b>\$1,978,000</b>	<b>\$441,000</b>	<b>\$198,500</b>	<b>\$3,371,500</b>	<b>N/A</b>
Contracts	\$115,735	DU	\$0	\$0	\$0	\$115,735	12
		CRA	\$0	\$5,000	\$0	\$5,000	12
		HF	\$0	\$5,000	\$0	\$5,000	12
	\$45,000	FWS	\$0	\$0	\$20,000	\$65,000	13
		DU	\$0	\$15,000	\$0	\$15,000	13
Materials & Equipment	\$3,900	DU	\$0	\$0	\$0	\$3,900	12
		DU	\$0	\$5,000	\$	\$5,000	13

ACTIVITIES	GRANT \$	MATCHING & NONMATCHING PARTNERS				TOTAL \$	TRACT ID
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	NON-MATCH \$		
	\$25,000	FWS	\$0	\$0	\$20,000	\$45,000	13
Non-Contract Personnel & Travel	\$15,365	DU	\$0	\$12,835	\$0	\$28,200	12
TOTAL RESTORED	\$205,000	N/A	\$0	\$42,835	\$40,000	\$287,835	N/A
TOTAL OTHER DIRECT	\$41,000	DU	\$0	\$0	\$0	\$41,000	All Tracts
GRAND TOTAL DIRECT	\$1,000,000	N/A	\$1,978,000	\$483,835	\$238,500	\$3,700,335	All Tracts
TOTAL INDIRECT	\$0	DU	\$0	\$13,195	\$0	\$13,195	12
GRAND TOTAL	\$1,000,000	N/A	\$1,978,000	\$497,030	\$238,500	\$3,713,530	All Tracts
Ducks Unlimited	\$176,000	DU	\$0	\$66,030	\$0	\$242,000	All Tracts
Land Conservancy of West Michigan	\$301,500	LCWM	\$1,249,000	\$0	\$198,500	\$1,749,000	3,4,5,6,7,8,11
Muskegon Conservation District	\$250,000	MCD	\$0	\$50,000	\$0	\$300,000	1
Ottawa County Parks	\$200,000	OCP	\$0	\$255,000	\$0	\$455,000	2
City of Whitehall	\$2,500	CW	\$0	\$100,000	\$0	\$102,500	9
Occidental Chemical	\$0	OC	\$0	\$16,000	\$0	\$16,000	10
Conservation Resource Alliance	\$0	CRA	\$0	\$5,000	\$0	\$5,000	12
Hinterman Family	\$0	HF	\$0	\$5,000	\$0	\$5,000	12
Veit Family	\$0	VF	\$374,000	\$0	\$0	\$374,000	7
Sutton Family	\$0	SF	\$355,000	\$0	\$0	\$355,000	8
U.S. Fish and Wildlife Service	\$70,000	FWS	\$0	\$0	\$40,000	\$110,000	13
GRAND TOTAL	\$1,000,000	N/A	\$1,978,000	\$497,030	\$238,500	\$3,713,530	All Tracts

**Do you need to explain any abbreviations in the Budget Table?** DU = Ducks Unlimited; LCWM = Land Conservancy of West Michigan; MCD = Muskegon Conservation District; OCP = Ottawa County Parks; CW = City of Whitehall; OC = Occidental Chemical Corporation; CRA = Conservation Resource Alliance; HF = Hinterman Family; VF = Veit Family; SF = Sutton Family; FWS = U.S. Fish & Wildlife Service.

**If your grant request exceeds \$1,000,000, what is your justification?** N/A

**If any match was previously approved by the Council via an Optional Matching Contributions Plan, did you include a copy of the letter approving the Matching Contributions Plan and give the following information: tracts affected, and how much of each partner's match has been used in previous proposals, how much is being used in this proposal, and how much will remain after the current proposal is funded?** N/A

**WORK PLAN**

**TRACT 1 - Heckema Tract Acquisition**

**OVERALL ACRES AFFECTED: 100**

**LOCATION: 43.419480 / -86.333004**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: MCD**

**Acreeage Summary of Grant/Match Activities on the Tract:**

**Acquisition: 100      Restoration:      Enhancement:      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** The Heckema Tract is located adjacent to the White River and is within the floodplain. It was previously drained and converted to a large-scale celery farming operation. The property was routinely flooded and de-watered during the production of celery. MCD proposes to acquire this 100-acre tract for permanent protection. Termination of farming activities has enabled wetland vegetation to return to the site and ownership by MCD creates future opportunity to enhance those emergent wetlands. The estimated cost is based on land values of similar properties researched by MCD and will be confirmed by an appraisal prior to presenting an official purchase offer to the seller. The location of this property at the mouth of the White River, and less than six miles from the shoreline of Lake Michigan, places it within a prime migration corridor for waterfowl and other migratory birds traveling through the Great Lakes region. The protection and future enhancement of 100 acres of emergent wetlands will provide vital resting and feeding areas for many species of waterfowl, including mallards, ring-necked ducks, northern pintails, Canada geese, and green-winged teal, and migratory birds, including green herons, Virginia rails, American bitterns (State Species of Special Concern [SSC]), and marsh wrens (SSC). MCD staff and volunteers, through the Great Lakes Marsh Monitoring Program, have already identified both SSC species within the wetland complex surrounding the Heckema Tract. The Heckema Tract may also attract black terns (SSC), Forster’s terns (SSC), and least bitterns (State Threatened [ST]). The permanent protection and future enhancement of this property will also provide brood-rearing habitat for mallards, blue-winged teal, and wood ducks. Both immediately downstream and adjacent to this tract, White Lake has been identified as an Area of Concern (AOC) by the Environmental Protection Agency (EPA) for such Beneficial Use Impairments (BUI) as eutrophication and undesirable algal blooms, degradation of fish and wildlife populations, degradation of aesthetics, and loss of fish and wildlife habitat. The permanent protection and future enhancement of emergent wetland at the Heckema Tract will directly benefit the delisting of these BUIs, and aid in the delisting of the entire White Lake AOC. Please refer to Technical Assessment Question #3 for further details regarding the regional plans for AOC de-listing.

**Tract 1 - Heckema Tract Acquisition      Budget Justification - \$300,000 and 100 Acres**  
**Grant - \$250,000      Match - \$50,000      Non-Match - \$0      Completion: June 2012**

LAND ACQUISITION DISCLOSURE

- Type of acquisition: Fee title
- Holder of NAWCA conservation interest: MCD
- Grantor/Seller of conservation interest: Heckema family
- Tenure of conservation interest: Perpetuity
- All funding sources for easement: NAWCA and MCD
- Are mineral rights severed or included? Included
- Are water rights severed or included? Included

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Acquisition	100	\$3,000	\$300,000	June 2012	NAWCA/MCD
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$300,000

**TRACT 2 – Koster Tract Acquisition**

**OVERALL ACRES AFFECTED: 119**

**LOCATION: 42.960848 / -85.871956**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreeage Summary of Grant/Match Activities on the Tract:**

**Acquisition: 119                      Restoration:                      Enhancement:                      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** The Koster Tract includes approximately one mile of frontage on the lower Grand River, and contains a diverse mix of emergent, forested, and open-water wetlands. Located near the rapidly expanding western edge of the City of Grand Rapids, the Koster Tract is in immediate danger of urban development. The current property owner has offered this property for residential “river-side” development. OCP has been able to delay this development by securing a purchase agreement from the seller pending the awarding of this NAWCA grant. The cost estimate is based on comparable land values of similar properties both researched and currently owned by OCP. The OCP will order an appraisal of the property to determine the Fair Market Value prior to presenting an official purchase offer to the seller. This property has been identified by OCP as a high priority acquisition component of its Grand River Greenway Plan. The objectives of this Plan are to preserve and enhance land and habitat, preserve historic and cultural features, and provide increased recreational opportunities for the public. Through this Plan, OCP has identified tracts along an approximately 32-mile section of the Grand River from the Lake Michigan shoreline eastward through Ottawa County for acquisition and permanent protection as part of their County Parks System. To-date, OCP has permanently protected 2,168 acres among 14 parks and open-space lands within the Grand River Greenway Plan’s protection corridor along the Grand River. The Koster Tract is bordered by 111 acres of emergent and forested wetlands in the floodplain of the Grand River which were permanently protected by OCP in April 2010. The combination of these two tracts would create 230 acres of permanently protected, contiguous, wetland habitat designated as a habitat preserve by OCP. The protection of the Koster Tract will provide wetland habitat important for migrating waterfowl, such as northern pintails, Canada geese, lesser scaup, and American black ducks, and breeding waterfowl, such as mallards, blue-winged teal, and wood ducks. Other wildlife species expected to benefit from the protection of the Koster Tract include prothonotary warblers (SSC), Acadian flycatchers, sandhill cranes, blue-winged warblers, and Blanding’s turtle (SSC). Indiana bats (Federally Endangered ([FE]) may also use the site. Additionally, the Koster Tract, in combination with the already protected 111-acre OCP property, will improve water conditions and reduce sedimentation along this section of the Grand River, providing habitat benefits for aquatic species, such as the lake sturgeon (ST) and river herring (ST).

**Tract 2 - Koster Tract Acquisition                      Budget Justification - \$475,000 and 119 Acres**  
**Grant - \$200,000                      Match - \$275,000                      Non-Match - \$0                      Completion: June 2012**

LAND ACQUISITION DISCLOSURE

Type of acquisition: Fee title  
 Holder of NAWCA conservation interest: OCP  
 Grantor/Seller of conservation interest: Koster Family  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: NAWCA, OCP, and DU  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Fee title	119	\$3,991	\$475,000	June 2012	NAWCA/OCP/DU
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$475,000

**TRACT 3 – Gottschalk Tract Acquisition**  
**OVERALL ACRES AFFECTED: 120**  
**LOCATION: 43.696800 / -85.799586**  
**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreeage Summary of Grant/Match Activities on the Tract:**

**Acquisition: 120                      Restoration:                      Enhancement:                      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** Bordered on two sides by the U.S. Forest Service’s (USFS) permanently protected Manistee National Forest, the Gottschalk Tract has been identified by LCWM for protection as a part of its ongoing effort to permanently protect the headwaters and bordering lands vital to the health

of the Pere-Marquette River, classified as a Natural River by the State of Michigan and as a National Wild and Scenic River by the federal government for its excellent water quality, rich fisheries, and scenic landscape. The emergent and forested wetlands and remnant oak-savanna of the Gottschalk Tract have also been identified within The Nature Conservancy's Newaygo Prairies Conservation Area Plan for protection as regionally unique habitats. While the Karner blue butterfly (FE) has not been documented on the Gottschalk Tract, this endangered species has been documented on other nearby properties in Newaygo County, and with future oak-savanna management will hopefully utilize the Gottschalk Tract. The wetlands of this property will provide brood-rearing habitat for American black ducks, mallards, blue-winged teal, and wood ducks, and migration habitat for northern pintails, American wigeon, and mallards. Many other species of migratory birds and wetland-dependent wildlife will use the wetland and upland habitat during breeding and migration, such as American woodcock, Virginia rails, American bitterns (SSC) (documented by LCWM staff to be present on the property), golden-winged warblers, and eastern massasauga rattlesnake (Federal Candidate Species [FC], SSC). The cost estimate is based on comparable land values of similar properties both researched and currently owned by LCWM. The LCWM will order an appraisal of the property to determine the Fair Market Value prior to presenting an official purchase offer to the seller, and then plans to purchase the property in fee-title as a bargain sale.

**Tract 3 – Gottschalk Tract Acquisition      Budget Justification - \$250,000 and 120 Acres**  
**Grant - \$51,500      Match - \$0      Non-Match - \$198,500      Completion: June 2012**

LAND ACQUISITION DISCLOSURE

Type of acquisition: Fee title  
 Holder of NAWCA conservation interest: LCWM  
 Grantor/Seller of conservation interest: Gottschalk Family  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: NAWCA and LCWM  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Fee title	120	\$2,083	\$250,000	June 2012	NAWCA/LCWM
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$250,000

**TRACT 4 – Shoup Tract Easement**  
**OVERALL ACRES AFFECTED: 155**  
**LOCATION: 43.940777 / -86.155005**  
**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreeage Summary of Grant/Match Activities on the Tract:**

**Easement: 155      Restoration:      Enhancement:      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** Bordered on two sides by the Manistee National Forest, on another side by the Michigan Department of Natural Resources' (MDNR) Pere-Marquette State Forest, and on the final side by an existing LCWM permanent conservation easement, the Shoup Tract has been identified by LCWM for protection as a part of its ongoing effort to permanently protect lands vital to the health of the Pere-Marquette River, designated as a National Wild and Scenic River. Within the 155 acres protected by the proposed conservation easement, 15 acres of riverine habitat encompassing the main-stem of the Pere-Marquette River and the historical Pere-Marquette Marsh will provide a unique opportunity to permanently protect this still relatively pristine wetland system. Combined with an additional 65 acres of emergent and scrub-shrub wetlands and 75 acres of upland fields, this tract meets an array of habitat needs for many species of wildlife, including northern harriers (SSC), American bitterns (SSC), least bitterns(ST), American woodcock, willow flycatchers, red-shouldered hawks (ST), eastern massasauga rattlesnakes (FC, SSC), Indiana bats (FE), and lake sturgeon (ST). Vital breeding and migration habitat will be protected for many species of waterfowl, such as mallards, wood ducks, Canada geese, northern pintails, green-winged teal, and American black ducks. The Shoup Tract will complement dozens of properties already permanently protected by LCWM, USFS, and MDNR within this approximately 15-mile section of the Pere-Marquette River. The cost estimate is based on comparable land values of similar properties both researched and currently owned by LCWM. The LCWM will

order an appraisal of the property to determine the Fair Market Value prior to presenting an official purchase offer to the seller.

**Tract 4 - Shoup Tract Easement**      **Budget Justification - \$200,000 and 155 acres**  
**Grant - \$200,000**      **Match - \$0**      **Non-Match - \$0**      **Completion: August 2012**

LAND ACQUISITION DISCLOSURE

Type of easement: Conservation/development  
 Holder of NAWCA conservation interest: LCWM  
 Grantor/Seller of conservation interest: Shoup Family  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: NAWCA  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

*EASEMENTS:*

**What organization will monitor the easement?** LCWM

**Should the easement holder cease to exist, to what organization will the easement revert?** If the LCWM shall cease to exist or if it fails to be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3), or if the LCWM is no longer authorized to acquire and hold conservation easements, then the conservation easement shall become vested in another entity. This entity shall be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3). The LCWM’s rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

**Has the easement holder adopted the “Land Trust Standards and Practices” developed by the Land Trust Alliance?** Yes

**If not, describe the standards used to ensure adequate easement management and monitoring.**

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes

**Is subdivision of the easement property permitted?** No

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement	155	\$1,290	\$200,000	August 2012	NAWCA
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$200,000

**TRACT 5 – Opper Tract Easement**

**OVERALL ACRES AFFECTED: 140**

**LOCATION: 43.948712 / -85.774276**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreage Summary of Grant/Match Activities on the Tract:**

**Easement: 140      Restoration:      Enhancement:      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** This property is bordered on three sides by the MDNR’s Pere-Marquette State Forest and an existing LCWM conservation easement on a separate 115-acre property, thus surrounded on three sides by permanently protected lands. Located adjacent to the Luther Swamp, the headwaters of the Baldwin River, the permanent protection of the Opper Tract is crucial to ensuring the integrity of this wetland system. The majority of the lands that comprise the expansive Luther Swamp are permanently protected as a part of the Pere-Marquette State Forest. By protecting an in-holding like the Opper Tract, the proposed conservation easement will ensure that this high quality resource remains viable in-perpetuity. Approximately one and one-quarter miles of the Baldwin River flows through the length of the Opper Tract, with 59.5 acres of mature forested wetlands along its course. The Baldwin River serves as one of the four main tributaries to the Pere-Marquette River, renowned as a fishery highly important to various species of native salmonids. The combination of the mature forested wetlands and forested uplands provides habitat necessary for many species of wildlife dependent upon old growth forest during breeding and migration, such as northern goshawks (SSC), red-shouldered hawks (ST), and eastern box turtles (SSC). The forested wetlands will also provide breeding and migration habitat for waterfowl, such as mallards, wood ducks, northern pintails, and American black ducks. The cost estimate is based on comparable land values of similar properties both researched and currently

owned by LCWM. The LCWM will order an appraisal of the property to determine the Fair Market Value prior to presenting an official purchase offer to the seller, and then based on prior discussion with the landowner plans to purchase the conservation easement as a bargain sale.

**Tract 5 – Oppel Tract Easement**      **Budget Justification - \$25,000 and 140 Acres**  
**Grant - \$25,000**      **Match - \$ 0**      **Non-Match - \$0**      **Completion: August 2012**

LAND ACQUISITION DISCLOSURE

Type of easement: Conservation/development  
 Holder of NAWCA conservation interest: LCWM  
 Grantor/Seller of conservation interest: Oppel Family  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: NAWCA  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

*EASEMENTS:*

**What organization will monitor the easement?** LCWM

**Should the easement holder cease to exist, to what organization will the easement revert?** If the LCWM shall cease to exist or if it fails to be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3), or if the LCWM is no longer authorized to acquire and hold conservation easements, then the conservation easement shall become vested in another entity. This entity shall be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3). The LCWM’s rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

**Has the easement holder adopted the “Land Trust Standards and Practices” developed by the Land Trust Alliance?** Yes

**If not, describe the standards used to ensure adequate easement management and monitoring.**

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes

**Is subdivision of the easement property permitted?** No

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement	140	\$142	\$20,000	August 2012	NAWCA
Fair market value appraisal	1	\$5,000	\$5,000	May 2012	NAWCA
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$25,000

**TRACT 6 – Vandebosch Tract Easement**

**OVERALL ACRES AFFECTED: 220**

**LOCATION: 43.746333 / -85.789064**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreage Summary of Grant/Match Activities on the Tract:**

**Easement: 220      Restoration:      Enhancement:      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** The Vandebosch Tract is located approximately three miles downstream from the proposed Gottschalk Tract (3) and is bordered on three sides by the Manistee National Forest. This property is also located within a few miles of two other existing LCWM permanent conservation easements along the Little South Branch of the Pere-Marquette River and McDuffee Creek, a State of Michigan Natural River-designated tributary. Containing approximately one mile of the Little South Branch of the Pere-Marquette River, the Vandebosch Tract contains a mix of emergent and forested wetlands bordered by hardwood uplands. The Little South Branch of the Pere-Marquette River is one of the four main tributaries to the Pere-Marquette River. The permanent protection of this tract will help to ensure the preservation of this relatively unspoiled wetland system. This property provides breeding and migration habitat for many wetland-dependent wildlife species, such as red-shouldered hawks (ST), black-crowned night herons (SSC), golden-winged warblers, American woodcock, and eastern massasauga rattlesnakes (FC, SSC). The emergent and forested wetlands provide breeding and migration habitat for many species of waterfowl, including mallards, wood ducks, blue-winged teal, Canada geese, northern pintails, and

American black ducks. The cost estimate is based on comparable land values of similar properties both researched and currently owned by LCWM. The LCWM will order an appraisal of the property to determine the Fair Market Value prior to presenting an official purchase offer to the seller, and then plans to purchase the conservation easement as a bargain sale.

**Tract 6 – Vandebosch Tract Easement**      **Budget Justification - \$25,000 and 220 Acres**  
**Grant - \$25,000**      **Match - \$0**      **Non-Match - \$0**      **Completion: August 2012**

LAND ACQUISITION DISCLOSURE

Type of easement: Conservation/development  
 Holder of NAWCA conservation interest: LCWM  
 Grantor/Seller of conservation interest: Elliott Family  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: NAWCA  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

*EASEMENTS:*

**What organization will monitor the easement?** LCWM

**Should the easement holder cease to exist, to what organization will the easement revert?** If the LCWM shall cease to exist or if it fails to be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3), or if the LCWM is no longer authorized to acquire and hold conservation easements, then the conservation easement shall become vested in another entity. This entity shall be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3). The LCWM’s rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

**Has the easement holder adopted the “Land Trust Standards and Practices” developed by the Land Trust Alliance?** Yes

**If not, describe the standards used to ensure adequate easement management and monitoring.**

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes

**Is subdivision of the easement property permitted?** No

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement	220	\$90	\$20,000	August 2012	NAWCA
Fair market value appraisal	1	\$5,000	\$5,000	May 2012	NAWCA
<b>TOTAL ACQUISITION DIRECT COSTS</b>					<b>\$25,000</b>

**TRACT 7 – Veit Tract Easement**

**OVERALL ACRES AFFECTED: 190**

**LOCATION: 43.411063 / -85.726253**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreage Summary of Grant/Match Activities on the Tract:**

**Easement: 190      Restoration:      Enhancement:      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** Permanently protecting the northern shoreline of nearly two miles of the Muskegon River, the Veit Tract is a mixture of mostly forested wetlands and uplands. As a component of LCWM’s ongoing Muskegon River Plan, the Veit Tract complements other nearby permanently protected lands owned or managed by the USFS, MDNR, and LCWM. The mature forested wetlands and uplands of the Veit Tract provide breeding and migration habitat for numerous species of wildlife, including cerulean warblers (ST), prothonotary warblers (SSC), red-shouldered hawks (ST), eastern box turtles (SSC), and Acadian flycatchers. Breeding habitat is provided for wood ducks and mallards, and migration habitat is provided for numerous waterfowl species, such as American black ducks, northern pintails, and gadwalls. Additionally, this property borders a section of the Muskegon River known to be vital to spawning lake sturgeon (ST), and its permanent protection will help to avoid sedimentation and ensure the water quality this species requires to reproduce. Downstream from this tract, Muskegon Lake has been identified as an AOC by the EPA for BUI restrictions on drinking water, degradation of fish and wildlife populations,

degradation of aesthetics, and loss of fish and wildlife habitat. The protection of the Veit Tract will help to address these BUIs and aid in the de-listing of the AOC. The cost is based on the appraised Fair Market Value of the conservation easement purchased on the property.

**Tract 7 - Veit Tract Easement                      Budget Justification - \$748,000 and 190 Acres**  
**Grant - \$0      Match - \$748,000      Non-Match - \$0                      Completion: December 29, 2009**

**LAND ACQUISITION DISCLOSURE**

Type of easement: Conservation/development  
 Holder of NAWCA conservation interest: LCWM  
 Grantor/Seller of conservation interest: Veit Family  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: LCWM and VF  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

**EASEMENTS:**

**What organization will monitor the easement?** LCWM

**Should the easement holder cease to exist, to what organization will the easement revert?** If the LCWM shall cease to exist or if it fails to be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3), or if the LCWM is no longer authorized to acquire and hold conservation easements, then the conservation easement shall become vested in another entity. This entity shall be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3). The LCWM’s rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

**Has the easement holder adopted the “Land Trust Standards and Practices” developed by the Land Trust Alliance?** Yes

**If not, describe the standards used to ensure adequate easement management and monitoring.**

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes

**Is subdivision of the easement property permitted?** Yes, see attached conservation easement for details.

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement	190	\$3,936	\$748,000	December 2009	LCWM/VF
<b>TOTAL ACQUISITION DIRECT COSTS</b>					<b>\$748,000</b>

**TRACT 8 – Sutton Tract Easement**

**OVERALL ACRES AFFECTED: 167**

**LOCATION: 43.420713 / -85.742177**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreage Summary of Grant/Match Activities on the Tract:**

**Easement: 167                      Restoration:                      Enhancement:                      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** Located downstream and adjacent to the Veit Tract (7), the Sutton Tract protects an additional one and half miles of the Muskegon River’s northern shoreline. A mixture of emergent and forested wetlands and forested uplands, the Sutton Tract provides breeding and migration habitat for many wildlife species, including American woodcock, golden-winged warblers, green herons, Acadian flycatchers, prothonotary warblers (SSC), cerulean warblers (SSC), and Blanding’s turtles (SSC). LCWM and DU have also identified a future wetland restoration on the Sutton Tract which will incorporate the reconnection of a former oxbow creek to the Muskegon River for the purpose of restoring lake sturgeon (ST) spawning habitat on the property. The Sutton Tract and Veit Tract together will provide water quality benefits to over three miles of the Muskegon River, providing habitat benefits for other aquatic species. Many species of waterfowl benefit from the breeding and migration habitat provided by this tract, including mallards, wood ducks, American black ducks, blue-winged teal, and northern pintails. Downstream from this tract, Muskegon Lake has been identified as an AOC by the EPA for BUI restrictions on drinking water, degradation of fish and wildlife populations, degradation of aesthetics, and loss of fish and wildlife habitat. The

protection of the Sutton Tract will help to address these BUIs and aid in the de-listing of the AOC. The cost is based on the appraised Fair Market Value of the conservation easement purchased for the property.

**Tract 8 – Sutton Tract Easement Budget Justification - \$710,000 and 167 Acres**  
**Grant - \$0 Match - \$710,000 Non-Match - \$0 Completion: December 29, 2009**

LAND ACQUISITION DISCLOSURE

Type of easement: Conservation/development  
 Holder of NAWCA conservation interest: LCWM  
 Grantor/Seller of conservation interest: Sutton Family  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: LCWM/SF  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

**EASEMENTS:**

**What organization will monitor the easement?** LCWM

**Should the easement holder cease to exist, to what organization will the easement revert?** If the LCWM shall cease to exist or if it fails to be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3), or if the LCWM is no longer authorized to acquire and hold conservation easements, then the conservation easement shall become vested in another entity. This entity shall be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3). The LCWM’s rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

**Has the easement holder adopted the “Land Trust Standards and Practices” developed by the Land Trust Alliance?** Yes

**If not, describe the standards used to ensure adequate easement management and monitoring.**

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes

**Is subdivision of the easement property permitted?** Yes, see attached conservation easement for details.

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement	167	\$2,500	\$710,000	December 2009	LCWM/SF
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$710,000

**TRACT 9 – City of Whitehall Tract Easement**

**OVERALL ACRES AFFECTED: 180**

**LOCATION: 43.417457 / -86.341658**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: MCD**

**Acreage Summary of Grant/Match Activities on the Tract:**

**Easement: 180 Restoration: Enhancement: Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** This property encompasses 180 acres of emergent wetlands at the mouth of the White River. This property is located immediately adjacent to the Heckema Tract (1) and adds to a larger conservation plan developed by MCD to permanently protect the entire mouth of the White River and its existing and restorable emergent and riverine wetlands. Both tracts combined will permanently protect 280 acres of emergent wetlands in the lower White River wetland complex. This complex, bounded by Business Highway 31 and US Highway 31, have been identified by multiple state, federal, and local natural resource agencies as essential to the sustainability of White Lake and the associated wildlife within the area. The long-term outcomes related to economics will be even greater with increased local business opportunities, improved ecosystem services for the community, and enhanced natural resource recreational opportunities that support tourism – a key business sector within the White Lake community. Less than five miles from the shoreline of Lake Michigan, this tract is within a prime migration corridor for waterfowl and other migratory birds travelling through the Great Lakes region. Many wetland-dependent wildlife species have been observed by MCD staff on the City of Whitehall Tract, including blue-winged warblers, bald eagles (SSC), American bittern (SSC), green herons, Virginia rails, marsh wrens (SSC), and Blanding’s turtle (SSC). MCD staff and volunteers, through the Great Lakes Marsh Monitoring Program, have also identified the SSC species within the wetland

complexes surrounding the City of Whitehall Tract. Other birds expected to use the City of Whitehall Tract include least bitterns (ST), black terns (SSC), and Forster’s terns (SSC). This tract is vitally important to multiple species of breeding and migrating waterfowl, including mallards, wood ducks, blue-winged teal, American black ducks, Canada geese, gadwall, lesser scaup, and redheads. This tract is also located within the White Lake AOC for BUIs for eutrophication and undesirable algal blooms, degradation of fish and wildlife populations, degradation of aesthetics, and loss of fish and wildlife habitat. The permanent protection of the City of Whitehall Tract will address these BUIs and aid in the de-listing of the AOC. Please refer to Technical Assessment Question #3 for further details regarding the regional plans for AOC de-listing. The cost estimate is based on comparable land values of similar properties both researched and currently owned by CW. The CW will order an appraisal of the property to determine the Fair Market Value of the easement prior to donating the conservation easement to MCD.

**Tract 9 - City of Whitehall Easement**                      **Budget Justification - \$102,500 and 180 Acres**  
**Grant - \$2,500**                      **Match - \$100,000**                      **Non-Match - \$0**                      **Completion: September 2012**

LAND ACQUISITION DISCLOSURE

Type of easement: Conservation/development, donation  
 Holder of NAWCA conservation interest: MCD  
 Grantor/Seller of conservation interest: CW  
 Tenure of conservation interest: Perpetuity  
 All funding sources for acquisition: NAWCA and CW  
 Are mineral rights severed or included? Included  
 Are water rights severed or included? Included

*EASEMENTS:*

**What organization will monitor the easement?** MCD

**Should the easement holder cease to exist, to what organization will the easement revert?** The MCD is a subdivision of the State of Michigan, and is governed by constitutional law. MCD has been in existence since 1938, and will continue to exist unless it is constitutionally removed. In the highly unlikely event that the MCD would be dissolved, the conservation easement language states that the conservation easement would go to an eligible land conservancy.

**Has the easement holder adopted the “Land Trust Standards and Practices” developed by the Land Trust Alliance?** No; as a state government agency, MCD has not adopted these standards. However, MCD uses these standards for development of conservation easements and to guide best management practices.

**If not, describe the standards used to ensure adequate easement management and monitoring.** The language of the conservation easement specifically outlines management and monitoring duties associated with the conservation easement and fulfills necessary requirements for such activities as associated with Internal Revenue Service tax determinations.

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes, it is established and held as an endowment by the Community Foundation for Muskegon County.

**Is subdivision of the easement property permitted?** No.

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement (donation)	180	\$555	\$100,000	September 2012	CW
Fair market value appraisal	1	\$2,500	\$2,500	May 2012	NAWCA
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$102,500

**TRACT 10 – Occidental Chemical Tract Easement**

**OVERALL ACRES AFFECTED: 16**

**LOCATION: 43.387580 / -86.77776**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: MCD**

**Acres Summary of Grant/Match Activities on the Tract:**

**Easement: 16                      Restoration:                      Enhancement:                      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** The Occidental Chemical Tract is located along a half-mile stretch of the northern shoreline of White Lake, and is composed of a mix of emergent and forested wetlands and upland forest. Located within two miles of the Lake Michigan shoreline, this tract provides loafing and

resting habitat for multiple species of waterfowl during the spring and fall migrations, such as mallards, northern pintails, American wigeon, ring-necked ducks, lesser scaup, redheads, and Canada geese. The wetlands and uplands also provide important breeding and migration habitat for other species of migratory birds and wetland-dependent wildlife which have been observed using the tract by MCD staff, including osprey (SSC), pied-billed grebes, bald eagles (SSC), cerulean warblers (ST), Blanding's turtles (SSC), and spotted turtles (ST). This property has also been documented as containing an active great blue heron rookery, and as a known hunting territory for one pair of nesting northern harriers (SSC). This property is in danger of residential development for lake-side housing if it is not protected.

Over the past decade, MCD has worked in partnership with the White Lake Public Advisory Council to restore those coastal habitat areas lost and associated with the White Lake AOC designation. In 2010, MCD received a comprehensive shoreline restoration grant through the EPA portion of the Great Lakes Restoration Initiative that will restore 5,158 lineal feet of shoreline, create 35 acres of wetlands and aquatic habitat, reconnect eight acres of riparian and upland habitat corridors, and remove 27,134 cubic yards of shoreline/marine debris. This site builds upon that initiative and helps establish sustainably sized coastal habitats including areas of coastal wetlands, riparian corridors, and upland migratory zones. In 2005, MCD and the White Lake Public Advisory Council developed a White Lake Shoreline Habitat Management Plan to facilitate a strategic plan for achieving specific fish and wildlife goals and delisting two BUIs (*Loss of Fish and Wildlife Habitat* and *Degraded Fish and Wildlife Populations*) associated with White Lake's habitat loss. Utilizing previous research, surveys, scientific studies, and through new data acquisition, priority shoreline and aquatic habitat areas were mapped for this plan, which identifies critical remaining habitat to protect and degraded habitats to revitalize and restore within the White Lake system. The Occidental Chemical Tract was identified as a priority parcel for protection and restoration needed for AOC delisting. By including it within this proposal, OC and MCD are ensuring its protection in-perpetuity and aid in the delisting of two BUIs, degradation of fish and wildlife and loss of fish and wildlife habitat. The protection the Occidental Chemical Tract will address these BUIs and aid in the de-listing of the White Lake AOC. Please refer to Technical Assessment Question #3 for further details regarding the regional plans for AOC delisting. The cost estimate is based on comparable land values of similar properties both researched and currently owned by OC. OC will order an appraisal of the property to determine the Fair Market Value of the easement prior to donating the conservation easement to MCD.

**Tract 10 – Occidental Chemical Easement      Budget Justification - \$16,000 and 16 Acres**  
**Grant - \$0      Match - \$16,000      Non-Match - \$0      Completion: September 2012**

LAND ACQUISITION DISCLOSURE

Type of easement: Conservation/development, donation  
Holder of NAWCA conservation interest: MCD  
Grantor/Seller of conservation interest: OC  
Tenure of conservation interest: Perpetuity  
All funding sources for acquisition: OC  
Are mineral rights severed or included? Included  
Are water rights severed or included? Included

**EASEMENTS:**

**What organization will monitor the easement?** MCD

**Should the easement holder cease to exist, to what organization will the easement revert?** The MCD is a subdivision of the State of Michigan, and is governed by constitutional law. MCD has been in existence since 1938, and will continue to exist unless it is constitutionally removed. In the highly unlikely event that the MCD would be dissolved, the conservation easement language states that the conservation easement would go to an eligible land conservancy.

**Has the easement holder adopted the "Land Trust Standards and Practices" developed by the Land Trust Alliance?** No; as a state government agency, MCD has not adopted these standards. However, MCD uses these standards for development of conservation easements and to guide best management practices.

**If not, describe the standards used to ensure adequate easement management and monitoring.** The language of the conservation easement specifically outlines management and monitoring duties associated with the conservation easement and fulfills necessary requirements for such activities as associated with Internal Revenue Service tax determinations.

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes, it is established and held as an endowment by the Community Foundation for Muskegon County.

**Is subdivision of the easement property permitted?** No.

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement (donation)	16	\$1,000	\$16,000	September 2012	OC
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$16,000

**TRACT 11 – Freeland Tract Easement**

**OVERALL ACRES AFFECTED: 280**

**LOCATION: 43.550766 / -85.866109**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreage Summary of Grant/Match Activities on the Tract:**

**Easement: 280                      Restoration:                      Enhancement:                      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** A permanent conservation easement on the Freeland Tract was donated to LCWM on December 21, 2009. The LCWM is contributing \$520,000 in old match value for this easement based upon the appraised Fair Market Value of the easement at the time it was donated. Sharing a common border with the Manistee National Forest, the Freeland Tract contains a mixture of forested wetlands, thinly forested uplands, the shallow 11.5-acre Woodrail Lake, and a half mile stretch of the White River. This diversity of habitat types provides breeding and migration benefits for a wide array of wetland-dependent and open woodland wildlife. The wildlife species expected to benefit from the permanent protection of this tract include common loons (ST), bald eagles (SSC), eastern massasauga rattlesnakes (FC, SSC), eastern box turtles (SSC), willow flycatchers, black-billed cuckoos, American woodcock, pied-billed grebes, golden-winged warblers, and blue-winged warblers. The wetlands will also provide a diversity of habitats for breeding and migrating waterfowl, including mallards, wood ducks, American black ducks, ring-necked ducks, Canada geese, lesser scaup, blue-winged teal, hooded mergansers, and redheads. Downstream from this tract, the White Lake AOC has been established for BUI restrictions on drinking water, degradation of fish and wildlife populations, degradation of aesthetics, and loss of fish and wildlife habitat. The protection of the Freeland Tract will address these BUIs and aid in the de-listing of the AOC. Please refer to Technical Assessment Question #3 for further details regarding the regional plans for AOC de-listing.

**Tract 11 - Freeland Tract Easement                      Budget Justification - \$520,000 and 280 Acres**  
**Grant - \$0                      Match - \$520,000                      Non-Match - \$0                      Completion: December 21, 2009**

**LAND ACQUISITION DISCLOSURE**

- Type of easement: Conservation/development, donation
- Holder of NAWCA conservation interest: LCWM
- Grantor/Seller of conservation interest: Freeland Family
- Tenure of conservation interest: Perpetuity
- All funding sources for acquisition: LCWM
- Are mineral rights severed or included? Included
- Are water rights severed or included? Included

***EASEMENTS:***

**What organization will monitor the easement?** LCWM

**Should the easement holder cease to exist, to what organization will the easement revert?** If the LCWM shall cease to exist or if it fails to be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3), or if the LCWM is no longer authorized to acquire and hold conservation easements, then the conservation easement shall become vested in another entity. This entity shall be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3). The LCWM’s rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.

**Has the easement holder adopted the “Land Trust Standards and Practices” developed by the Land Trust Alliance?** Yes

**If not, describe the standards used to ensure adequate easement management and monitoring.**

**Is there a stewardship endowment dedicated to maintaining and managing the easement?** Yes

**Is subdivision of the easement property permitted?** No

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
Easement (donation)	280	\$1,857	\$520,000	December 2009	LCWM
<b>TOTAL ACQUISITION DIRECT COSTS</b>					\$520,000

**TRACT 12 – Hinterman Restoration**

**OVERALL ACRES AFFECTED: 200**

**LOCATION: 43.860278 / -86.182285**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A**

**Acreeage Summary of Grant/Match Activities on the Tract:**

**Acquisition: Restoration: 200 Enhancement: Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** This large 200-acre wetland basin is a component of the 1,211-acre Hinterman property, managed by CRA and HF for a diversity of habitat types, including: native warm season prairie, upland hardwoods, lowland conifers, forested wetlands, oak-savannah, early successional forest, and emergent wetlands. CRA is a private, non-profit organization based in northern Michigan, dedicated to maintaining the natural beauty and ecosystems of Michigan while simultaneously nurturing its economic vitality. They have drafted the “General Wildlife Habitat Management Plan” for the entirety of the Hinterman property and the diverse array of habitats and wildlife found there. The Hinterman property itself is a privately held property focused on wildlife and habitat conservation and outdoor recreation. Bordered on two sides by the Manistee National Forest, this ecologically diverse property is managed for an array of wildlife species, such as northern goshawks (SSC), bald eagles (SSC), cerulean warblers (SSC), and eastern box turtles (SSC). The large emergent wetland basin located on the property was identified for restoration by CRA and HF staff, who consulted with DU staff in 2010 to determine the feasibility of restoring the hydrology to this shallow-water wetland (average depth < 2 feet). DU will design and implement the restoration of this drained wetland by installing a water control structure and constructing a low embankment around portions of the wetland basin’s perimeter. DU will provide topographic survey, engineering design, bidding, contracting, construction management, and as-built inspection services for the restoration. CRA and HF will provide matching funding support for materials and contractor costs. The installation of a water control structure will allow CRA and HF to manage wetland levels to optimize emergent plant growth, control invasive species (primarily extensive areas of reed canary grass), and provide maximum and sustainable wildlife benefits. Located within a large portion of the headwaters of the Pentwater River, this project will also improve the condition of popular trout fishing streams located downstream by maintaining the high quality of these waterways. This wetland will provide fall and spring migration and/or brood-rearing habitat for American black ducks, mallards, wood ducks, blue-winged teal, ring-necked ducks, hooded mergansers, Canada geese, trumpeter swans (state T), and many other species of waterfowl. Other migratory birds that will benefit from this project include marsh wrens (SSC), American bitterns (SSC), sedge wrens, Virginia rails, sandhill cranes, and northern harriers (SSC). Many additional state or federally listed species are known to occur on this tract, including red-shouldered hawks (ST), Blanding’s turtles (SSC), spotted turtles (SSC), and eastern massasauga rattlesnakes (FC/SSC).

**Tract 12 – Hinterman Restoration Budget Justification - \$157,835 and 200 acres**  
**Grant - \$135,000 Match - \$22,835 Non-Match - \$ 0 Completion: July 2012 (expected)**

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
<b>CONTRACTS</b>					
Mobilization	1	\$7,200	\$7,200	July 2012	NAWCA/CRA
Site Preparation	3,500	\$2.50	\$8,750	July 2012	NAWCA/HF
Core Trench Excavation and Backfill	14,000	\$3.50	\$49,000	July 2012	NAWCA
Embankment	14,000	\$4.35	\$60,785	July 2012	NAWCA
Subtotal Contracts					\$125,735
<b>MATERIALS AND EQUIPMENT</b>					
Water control structures	1	\$3,500	\$3,500	July 2012	NAWCA
Native plant seed	1	\$400	\$400	July 2012	NAWCA
Subtotal Materials and Equipment					\$3,900
<b>NON-CONTRACT PERSONNEL and TRAVEL</b>					

Survey, design, project oversight, travel	48	\$584	\$28,200	October 2011 thru July 2012	NAWCA/DU
Subtotal Non-Contract Personnel					\$28,200
<b>TOTAL RESTORATION DIRECT COSTS</b>					<b>\$157,835</b>

**TRACT 13 – Private Lands Wetland/Grassland Restorations**

**OVERALL ACRES AFFECTED: 200**

**LOCATION: Throughout Project Area**

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: N/A (see project description below for details)**

**Acreeage Summary of Grant/Match Activities on the Tract:**

**Acquisition:                      Restoration: 200                      Enhancement:                      Establishment:**

**Describe all applicable grant/match activities occurring on the tract here:** Restoration will occur under the FWS’ Partners for Fish and Wildlife Program (PFW) throughout the 12-county project area, with particular focus in the Pere-Marquette, White, Muskegon, and Grand River watersheds. The main emphasis of these PFW projects will be to provide nesting and brood-rearing habitat for waterfowl and other migratory birds. This will be accomplished by restoring seasonally and permanently flooded shallow water wetlands (1-3 feet deep) with a mix of emergent and open water vegetation and by planting nearby upland areas to a diverse mix of native warm season grasses and forbs. These wetlands will provide a diversity of sizes (0.5-20 acres), soil and vegetation types, basin contours, and water sources which will provide a multitude of habitat conditions for breeding and migrating waterfowl, shorebirds, waterbirds, and songbirds. Wetlands will be restored by removing drain tile, plugging drainage ditches, and constructing low-level berms with water control structures when water level management is desirable. Native prairie restorations will generally be a minimum of 10 acres in size and located in close proximity to the wetlands. Private landowners will sign a Habitat Management Agreement with FWS to leave projects in place and maintain them for a minimum of 10 years. These restoration projects will provide a habitat complex that includes small wetlands used by waterfowl for breeding interspersed with good upland nesting cover and larger, more permanent wetlands used for brood-rearing by waterfowl, including mallards and blue-winged teal. The restoration projects will also provide habitat for other waterbirds including pied-billed grebes, and a wide variety of migratory songbirds and upland wildlife species, including dickcissels (SSC), bobolinks, eastern meadowlarks, and northern harriers (SSC). FWS funds will be pooled with grant and/or partner funds on multiple individual private lands projects within Tract 13 to restore 200 acres of habitat (wetlands and grasslands). Cost estimates listed below may be shifted among cover types and cost categories, depending on project conditions encountered, to achieve the overall Tract 13 acreage goal.

**Tract 13 – Private Lands Wetland/Grassland Restorations**

**Grant - \$70,000      Match - \$20,000      Non-Match - \$40,000**

**Budget Justification - \$130,000/200 acres**

**Completion: Throughout Project Period**

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
<b>CONTRACTS</b>					
Small wetland restoration	100	\$600	\$60,000	Entire project period	NAWCA/DU/FWS
Native prairie site prep and planting	100	\$200	\$20,000	Entire project period	NAWCA/DU/FWS
Subtotal Contracts					\$80,000
<b>MATERIALS AND EQUIPMENT</b>					
Water control structures	Variable by project		\$30,000	Entire project period	NAWCA/DU/FWS
Native prairie seed and herbicide	Variable by project		\$20,000	Entire project period	NAWCA/DU/FWS
Subtotal Materials and Equipment					\$50,000
<b>TOTAL RESTORATION DIRECT COSTS</b>					<b>\$130,000</b>

**OTHER DIRECT GRANT/MATCH ACTIVITIES BUDGET JUSTIFICATION - \$41,000**

**Grant - \$41,000      Match - \$0      Non-Match - \$0**

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant / Partner name)
DU NAWCA Project Administration	51	\$584/day	\$30,000	Grant Period	Grant
DU Acquisition Administration	17	\$584/day	\$10,000	Grant Period	Grant
DU GIS Analysis/Polygon Preparation	3	\$312/day	\$1,000	Grant Period	Grant
<b>TOTAL OTHER ACTIVITIES DIRECT COSTS</b>					\$41,000

Grant administration will be conducted by DU. Administration activities will include coordination and oversight of activities to ensure proper expenditure of funds, tracking of accomplishments (acres and dollars), invoicing, timely and detailed annual and final reporting, creation of GIS-compatible polygons for each completed project, and efficient completion of the overall project. This cost is based on DU's past experience with administration of several NAWCA grants.

**OTHER ACTIVITIES INDIRECT COSTS BUDGET JUSTIFICATION - \$13,195**

**Grant - \$0      Match - \$13,195      Non-Match - \$0**

Allowable Category from I.C Rate Agreement	Specific Budget Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)* / Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
Personnel/travel	Tract 12	\$28,200	8.36% 7/1/2011	DU	\$0	\$2,358	\$2,358
Construction Costs	Tract 12	\$129,635	8.36% 7/1/2011	DU	\$0	\$10,837	\$10,837
<b>TOTAL OTHER ACTIVITIES INDIRECT COSTS</b>					\$0	\$13,195	\$13,195

**TECHNICAL ASSESSMENT QUESTION 1**  
**How does the proposal contribute to the conservation of waterfowl habitat?**

SPECIES	BREEDING		MIGRATION		WINTERING	
	Before	After	Before	After	Before	After
<b>A. HIGH PRIORITY</b>						
Northern Pintail	R	R	R	C	R	R
American Black Duck	R	R	R	C	R	R
Mallard	A	A	A	A	A	A
Lesser Scaup	R	R	C	A	R	R
Greater Scaup	R	R	R	C	R	R
Southern James Bay Canada Goose	R	R	A	A	C	A
<b>B. PRIORITY</b>						
Wood Duck	C	C	C	A	R	R
Redhead	R	R	R	C	R	R
Canvasback	R	R	R	C	R	R
Ring-necked Duck	C	C	C	A	R	R
American Wigeon	R	R	R	C	R	R
<b>C. OTHER</b>						
Blue-winged Teal	C	C	C	C	R	R
Northern Shoveler	R	R	R	R	R	R
American Green-winged Teal	R	R	R	C	R	R
Hooded Merganser	R	R	R	C	R	R
Gadwall	R	R	R	R	R	R
Giant Canada Goose	A	A	A	A	C	A
Common Goldeneye	R	R	R	C	R	R
Bufflehead	R	R	R	C	R	R
Common Merganser	R	R	R	R	R	R
Red-breasted Merganser	R	R	R	R	R	R
Trumpeter Swan	R	R	R	R	R	R
Ruddy Duck	R	R	R	R	R	R

**NARRATIVE:**

**1. How proposal will aid in meeting objectives of waterfowl conservation plans:** In selecting and prioritizing projects that will benefit waterfowl, the proposal committee took into account the **North American Waterfowl Management Plan (NAWMP)**, **Upper Mississippi River/Great Lakes Region Joint Venture (UMRGLR JV) Waterfowl Habitat Conservation Strategy (December 2007)**, the **UMRGLR JV 2007 Implementation Plan**, and the **Ducks Unlimited Predictive Breeding Mallard Distribution Model** for mallards breeding in the Great Lakes basin. These documents take the broad goals of earlier versions (1993, 1998) of the UMRGLR JV Implementation Plan of the NAWMP and more directly target both cover types and geographic areas to improve habitat for waterfowl. This project encompasses areas of high value to breeding waterfowl and moderate value to migrating waterfowl, as identified in the UMRGLR JV – 2007 Implementation Plan. The work funded by the proposal will help the partners partially meet the waterfowl conservation objectives established for the NAWMP. This proposal makes a significant contribution to the Michigan goals and objectives outlined in the 2007 Implementation Plan by permanently conserving an additional 1,184 acres of wetland and 903 acres of upland waterfowl habitat through acquisition and restoration of emergent and forested wetland and uplands. For waterfowl in BCR 23, the Implementation Plan focused on a greater need to both protect and restore “shallow, semi-permanent marsh”. In the DU Great Lakes Mallard Model, population growth was driven primarily by duckling survival, which in turn was strongly correlated to the availability of vegetated brood marshes. At least 80% of the 1,687 acres to be protected and the 400 acres to be restored under this proposal are expected to directly benefit waterfowl. The shallow, semi-permanent marsh will provide brood habitat for **mallards, American black ducks, wood ducks**, and other waterfowl, including **blue-winged teal**. The larger blocks of grasslands associated with wetlands should provide high quality nesting habitat for **mallards** and **blue-winged teal**. The 2007 Implementation Plan also identifies a need to maintain/protect forested wetlands. While this target is more for landbirds, this action will also benefit nesting **wood ducks** and will provide migration habitat for **mallards** and several other species. Forested uplands adjacent to wetlands are also expected to benefit breeding **wood ducks**.

In addition to identifying projects that provide key habitats identified in the 2007 Implementation Plan, this proposal also

considered the geographic distribution of those projects in relation to habitat models and/or relative abundance values at a township level, and to values from the DU Mallard Model. These values were provided in tabular form and on “thunderstorm” maps by the UMRGLR JV East Lansing Science Center based on models prepared by the JV, U.S. Geological Survey, and DU. The value from each township in which a project is located was compared to average values for all townships in the 12-county project area. While this exercise did not assign a model value to the specific project site based on the habitat protected or improved, it does provide basic information as to whether or not the project is located in a complex of higher quality habitat. **Mallards** were the only high priority waterfowl species modeled. Based on both the DU model and JV model, the majority of tracts were located in townships with values exceeding the proposal area average. This indicates that most project activities are located in areas that have a higher than average habitat value for **mallards** and are contributing to building a habitat complex that extends beyond the boundaries of our projects. In addition to breeding and migrating **mallards** and **American black ducks**, other “high priority species” to benefit during migration include **northern pintails**, **lesser** and **greater scaup**, and **Southern James Bay Canada (SJB) geese**. Of the “other priority species,” breeding and migrating **wood duck** will benefit the most from this proposal. In addition, project activities will also provide quality feeding and loafing habitat important to migrating waterfowl including, **ring-necked ducks**, **American wigeon**, **redheads** and **canvasbacks**. Other breeding waterfowl that will benefit from this project include **blue-winged teal**, **northern shovelers**, **American green-winged teal**, **hooded mergansers**, **giant Canada geese**, and **trumpeter swans (ST)**.

**2. For the species listed above, describe how many individuals/pairs will use the proposal area before and after the proposal is completed and for what life-cycle stage(s) after the proposal is completed:** The proposal consists of 13 Tracts on properties owned by multiple partners, including yet-to-be identified private lands projects, and encompasses a variety of both wetland and upland cover types. Given the diversity of projects and the differing needs of high priority species over their annual life cycle, the proposal committee is estimating relative abundance of species and benefits derived from completion of the projects. None of the partners have quantified current waterfowl populations at project sites to determine number of individuals or pairs. In a static landscape waterfowl abundance would not change based solely on acquisition/protection of an existing tract, but would instead increase if restoration is part of the overall project. Acquisition/protection does counter the potential for adverse impacts to habitat resulting from changes in land use. While specific numbers cannot be provided, high priority waterfowl species will benefit from all projects in this proposal. The UMRGLR JV Implementation Plan states that BCR 23 “is second only to the Prairie Pothole region in relative density of breeding waterfowl; the Mallard, Wood Duck, Blue-winged Teal and Canada Goose are particularly abundant.”

Western Michigan is capable of supporting higher spring breeding populations than presently exist. The initiative area currently supports the highest densities of breeding waterfowl in the state. **Mallards** are the most common breeding waterfowl in Michigan, nesting throughout all counties in the proposal area, and are abundant during migration. Nesting pair densities are 4-8 per square mile throughout most of the project area and as high as 8-12 per square mile in portions of the southeast Lake Michigan watershed. Protection and restoration of emergent and scrub-shrub wetlands in association with upland nesting cover is expected to provide habitat for mallards throughout the breeding and brooding-rearing season. Nesting pair densities and brood survival are both expected to increase proportionally. **Mallards** are expected to benefit from all the projects identified in this proposal. **SJB geese** migrate in large numbers through Michigan and stage in the project area during both spring and fall. Historically, they concentrated on the very eastern side of the state, but their distribution has expanded westward over the past twenty years. **SJB geese** are now relatively abundant within the Western Michigan Coastal Habitat Project area. Some of the proposed wetland acquisition and restoration in this project area, specifically the Heckema (1), Koster (2), and City of Whitehall (9) Tracts, will improve the quantity and quality of migration/staging habitat available to **SJB geese**. **Northern pintails** are an infrequent nesting species in Michigan, and are found in western Michigan primarily during the spring and fall migration. We anticipate **northern pintails** would be dispersed in pairs and small groups across the whole region during migration and may use the emergent marshes and larger wetlands within this proposal. Larger projects, like the Heckema (1), Koster (2), Shoup (4), City of Whitehall (9), and Hinterman Restoration (12) Tracts, will be attractive to larger groups of migrating **northern pintails**. **American black ducks**, once the most common nesting duck in Michigan, still occur in the state in low nesting densities and nest in the project area. Michigan remains a very important migration-staging area for this species. Because this proposal includes several projects that restore and protect larger wetlands with a shrub or forested component, such as the Oppel (5), Vandenbosch (6), Veit (7), Sutton (8), and Freeland (11) Tracts, we expect **American black ducks** to breed on project sites and will use them during migration. Both **lesser** and **greater scaup** are common migrants and uncommon winter residents in Michigan. They can be found along the Great Lakes shoreline and on larger inland lakes during spring and fall. Again, the larger projects are expected to attract migrating **scaup**.

The **wood duck**, Michigan's second most common breeding duck, nests within every county of the project area. The highest density of breeding **wood ducks** within Michigan is located in the northern portion of the 12-county project area. Breeding pair densities range from 1-4 per square mile. Acquisition of forested-riverine areas, such as the Koster (2), Gottschalk (3), Shoup (4), Opper (5), Vandenbosch (6), Veit (7), Sutton (8), and Freeland (11) Tracts, will benefit this species by protecting nesting habitat and food resources derived from mast-producing trees. Emergent and scrub-shrub wetlands will also increase food availability and provide additional brood-rearing habitat for the **wood duck**.

**Canvasback** and **redhead**, common migrants in Michigan, generally are found on inland lakes, large marsh wetlands, and along the Great Lakes shoreline. The Heckema (1) and City of Whitehall (9) Tracts, because of their size and proximity to Lake Michigan, will likely be used by these species. **Ring-necked ducks** are infrequent nesters within the project area, but they are common migrants that often congregate in large numbers on shallow inland lakes and large wetlands. They also use small wetlands throughout the project area, primarily during spring migration, and will benefit from additional wetlands restored through this proposal. **American wigeon** are also infrequent nesters in Michigan, but they are commonly observed using wetlands across the state during migration. Acquisition and restoration of wetlands will benefit this species. The UMRGLR JV - 2007 Implementation Plan has also identified **blue-winged teal** as a high priority species. They are the third most populous breeding duck in Michigan. The protection and restoration of emergent wetlands and nearby upland grassland nesting cover will provide brood-rearing habitat and nest cover for **blue-winged teal**.

**3. How will the proposal impact species affected and improve habitat quality (describe before- and after-proposal environment):** Acquisition/protection is an essential tool to maintain long-term benefits of a site. These actions do not improve habitat quality directly, but rather reduces the likelihood of degradation or habitat loss if the site is sold for another purpose. For projects acquired through this proposal, protection eliminates a direct threat that the project area may be degraded through agriculture, development, or recreational use. The immediacy and extent of the threats vary from project to project. Modeling efforts involving female Great Lakes **mallards** suggest that population growth is most sensitive to changes in duckling survival. Wetland protection and restoration activities under this project will provide important brood-rearing habitat for mallards and other breeding waterfowl, and should result in increased recruitment. Protection of high quality wetlands and associated uplands will primarily benefit nesting **mallards**, **American black ducks**, **wood ducks**, and **blue-winged teal**.

Restoration provides the opportunity to improve habitat quality. Each restoration project will provide a significant habitat benefit over time. As outlined above, **mallards**, **American black ducks**, **wood ducks**, and **blue-winged teal** will benefit directly from multiple projects completed under this proposal. For most restoration projects, hydrology will be restored to the site, thus providing higher quality habitat, especially for brood-rearing. Many projects include a water level management infrastructure that will allow managers to provide sustained quality habitat over the long-term. This meets one of the greatest habitat needs as defined by the UMRGLR JV - 2007 Implementation Plan and the DU Mallard Model. Open upland habitat, either grassland or savanna will be restored or established to provide high-quality nesting habitat. The size of these open habitats, and the association with existing or restored wetlands, will make them high quality nesting cover for **mallards** and **blue-winged teal**, and will improve brood survival by having these habitat components in close proximity to each other.

Migrants, including **SJB geese**, **northern pintail**, **lesser and greater scaup**, **canvasbacks**, **redheads**, **ring-necked ducks** and **American wigeon**, will utilize the emergent and forested wetlands protected and restored through this proposal. The increased migration habitat available during both the fall and spring will provide vital nutrients needed by these migrating waterfowl.

**4. What is the importance of each tract or logical groupings of tracts shown in the proposal to the species (if tracts are not yet identified, explain what procedure will be used to ensure that high quality habitat is targeted):** For the purpose of assessing benefits to waterfowl, projects within this proposal can be categorized into four generalized groups: wetlands with an emergent and scrub-shrub component; forested wetlands associated with a floodplain or riparian system; upland open systems (grassland or savanna) associated with wetlands; and woody or forested uplands, mostly linked to forested wetlands. These categories will benefit **mallards**, **American black ducks**, and other nesting waterfowl including **wood ducks**, **blue-winged teal**, and **Canada geese**, as well as a variety of species that migrate through Michigan. Some of the tracts have a higher value for other bird groups, like landbirds, or for threatened or endangered species.

The wetlands with the emergent and scrub-shrub component provide the highest potential to benefit **mallards, wood ducks, American black ducks, Canada geese, northern shovelers,** and **blue-winged teal** during breeding and brood-rearing. Other waterfowl are expected to use these wetlands, including **northern pintails, ring-necked ducks, gadwall, green-winged teal,** and **scaup,** during spring and fall migration. Projects in this category include: Heckema (1), Koster (2), Gottschalk (3), Shoup (4), City of Whitehall (9), Occidental Chemical (10), Hinterman Restoration (12), and Private Lands Wetland/Grassland Restorations (13). Wetlands with a dominant forest component, especially when associated with a riparian or riverine corridor, will also be used by **mallards, American black ducks, wood ducks,** and **hooded mergansers** during the breeding season. These forested wetlands will also provide migration habitat, primarily in the spring, for **mallards, wood ducks, American black ducks, northern pintails,** and **gadwall.** The Koster (2), Oppel (5), Vandenbosch (6), Veit (7), Sutton (8), and Freeland (11) Tracts each have a significant forested or riverine wetland component. Open upland systems provide nesting cover for **mallards, blue-winged teal,** and potentially **northern shovelers** and **green-winged teal.** The Gottschalk (3), Shoup (4), Freeland (11), and Private Lands Wetland/Upland Restorations (13) all provide diverse grassland systems or open oak-savannah nesting cover. The Hinterman Restoration (12) is also located adjacent to re-established grassland and open uplands that will provide nesting cover in close proximity to this project. Finally, upland forest, which has greater habitat value for **wood ducks, hooded mergansers,** and landbirds, is a component of the Oppel (5), Vandenbosch (6), Veit (7), Sutton (8), and Occidental Chemical (10) Tracts. The Heckema (1), City of Whitehall (9), and Hinterman Restoration (12) Tracts are all located adjacent to upland forest that will provide breeding habitat for these species. Additionally, the open water habitat located on the Koster (2) and Freeland (11) Tracts will provide migration habitat for **Canada geese, redheads, ring-necked ducks, scaup, buffleheads,** and potentially **canvasbacks.**

The only project sites not identified at this time are the Private Lands Wetland/Grassland Restorations (13). The FWS, through the PFW, will coordinate restoration efforts on private lands. These projects will be primarily composed of emergent wetlands and associated native grassland habitat, and are expected to benefit breeding **mallards, blue-winged teal,** and potentially **northern shovelers,** and many other waterfowl species during spring and fall migrating, including **northern pintails, American black ducks, gadwall, American wigeon, green-winged teal, ring-necked ducks,** and **scaup.**

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**TECHNICAL ASSESSMENT QUESTION 2**

**How does the proposal contribute to the conservation of other wetland-associated migratory birds?**

**A. PRIORITY BIRD SPECIES:** See table below. The proposal area includes important stopover and/or breeding habitat for migrant landbirds, waterbirds, waterfowl and shorebirds. The project area falls within Bird Conservation Region (BCR) 23 – Prairie Hardwood Transition, Partner-in-Flight (PIF) 16 – Upper Great Lakes Plain, and PIF 20 – Boreal Hardwood Transition. At least 11 BCR 23 (Prairie Hardwood Transition) species are expected to use the area and benefit from proposed projects.

**Table Abbreviations:** SGCN = Species of Greatest Conservation Need, MI-WAP = Michigan Wildlife Action Plan

<b>Species/Plan</b>	<b>Numbers Affected</b>	<b>Benefits of Project</b>	<b>Tract Importance</b>
<b>American Bittern</b> NAWCP, UMWGL-WCP, MI-WAP	breeder; widespread uncommon nester; MI Status: SSC	permanent protection of nesting and migration habitat / restoration of large wetlands	1, 3, 4, 9, 12: provides or restores approximately 540 acres of PEM wetlands for breeding, nesting, foraging, and migration areas.
<b>Northern Harrier</b> PIF16, MI-WAP	breeder; migrant; fairly common nester; MI Status: SSC	permanent protection of foraging, nesting and migration habitat / restoration of PEM wetlands and native grasses	4, 12, 13: provides or restores approximately 335 acres of PEM wetlands and 175 acres of upland grasses benefiting migrating harriers; larger tracts will support nesting pairs.
<b>American Woodcock</b> USSCP, PIF16, UMRGLRJV-SHCS&LHCS, MI-WAP	breeder, migrant; common nester throughout area; MI Status: SGCN	permanent protection of nesting, foraging, and migration habitat	3, 4, 5, 6, 8, 9, 11: provides approximately 480 acres of swampy woodlands and young forest uplands for nesting and foraging.
<b>Black Tern</b> NAWCP, PIF16,	breeder; uncommon nester; MI Status:	permanent protection of nesting and foraging habitat /	1, 9: provide approximately 280 acres of PEM wetlands for breeding, nesting, foraging, and

UMRGLRJV – WHCS, UMVGL-WCP, MI-WAP	SSC	restoration of PEM wetland	migration areas.
<b>Black-billed Cuckoo</b> PIF16, MI-WAP	breeder; nests throughout area; MI Status: SGCN	permanent protection of nesting, foraging, and migration habitat	3, 11: provide approximately 275 acres of open woodland/shrubby habitat for breeding and migration.
<b>Acadian Flycatcher</b> PIF-NALCP, MI-WAP, PIF16	breeder; uncommon nester; MI Status: SGCN	permanent protection of nesting habitat / restoration of floodplain and riparian buffers and wet meadows w/shrubs	2, 7, 8: provide approximately 170 acres of floodplain forest and wet shrub land for nesting habitat.
<b>Marsh Wren</b> PIF16 MI-WAP	breeder; uncommon nester throughout area; MI Status: SSC	permanent protection of nesting habitat / restoration of PEM wetlands	1, 4, 9, 12: provides or restores approximately 515 acres of PEM wetlands for nesting and foraging habitat.
<b>Golden-winged warbler</b> UMRGLRJV-LHCS, PIF – NALCP, PIF16, MI-WAP	breeder; fairly common nester throughout area; MI Status: SGCN	permanent protection of nesting and migration habitat	3, 4, 5, 6, 7, 8, 11: provides approximately 360 acres of swampy woodlands and young forest uplands for nesting and foraging.
<b>Prothonotary Warbler</b> UMRGLRJV-LHCS, PIF – NALCP, PIF16, MI-WAP	breeder; rare nester in the southern portion of the area; MI status: SSC	permanent protection of nesting and migration habitat	2, 8: provides approximately 104 acres of PFO associated with a river and adjacent to upland forest that could support breeding, nesting and migration.
<b>Cerulean Warbler</b> UMRGLRJV-LHCS, PIF – NALCP, PIF16, MI-WAP	breeder; uncommon nester in southern portion of the area; MI status: SSC	permanent protection of nesting and migration habitat	7, 8, 10: provides approximately 140 acres of mature PFO associated with a river and adjacent to upland forest that could support breeding, nesting and migration.

## B. OTHER WETLAND-ASSOCIATED BIRD SPECIES

Species/Plan	Numbers Affected	Benefits of Project	Tract Importance
<b>Common Loon</b> NAWCP, UMVGL-WCP, MI-WAP	breeder. migrant; uncommon nester in project area; MI Status: T	permanent protection of foraging, nesting and migration habitat	11: provides approximately 11 acres of permanent open water for nesting and foraging
<b>Pied-billed Grebe</b> UMVGL-WCP, MI-WAP	breeder; widespread uncommon nester in project area; MI Status: SGCN	permanent protection of nesting and migration habitat / restoration of large wetlands	1, 2, 4, 9, 10, 11, 13: provides approximately 470 acres of PEM wetlands and open water for nesting and foraging
<b>Least Bittern</b> UMVGL-WCP, MI-WAP	breeder; rare nester throughout area; MI Status: T	permanent protection of nesting and migration habitat / restoration of large wetlands	1, 4, 9: provides approximately 315 acres of PEM wetlands for breeding, nesting, foraging, and migration.
<b>Great Blue Heron</b> NAWCP, UMVGL-WCP, MI-WAP	breeder; common nester throughout area; MI Status: SGCN	permanent protection of nesting and foraging habitat / restoration of PEM wetland	1, 2, 4, 7, 8, 9, 10, 12: provides approximately 740 acres of PEM wetlands and PFO wetlands along rivers for nesting and foraging
<b>Green Heron</b> NAWCP, UMVGL-WCP, MI-WAP	breeder; common nester throughout area; MI Status: SGCN	permanent protection of nesting and foraging habitat / restoration of PEM wetland	1, 2, 3, 4, 7, 8, 9, 11, 12: provides approximately 850 acres of PEM wetlands and PFO wetlands along rivers for nesting and foraging
<b>Virginia Rail</b> UMVGL-WCP, MI-WAP	breeder; locally common nester throughout area; MI status: SGCN	permanent protection of nesting and foraging habitat / restoration of PEM wetland	1, 2, 3, 4, 9, 12: provides approximately 585 acres of PEM wetlands for nesting and foraging
<b>Forster's Tern</b> NAWCP, PIF16,	breeder, migrant; rare nester in area;	permanent protection of nesting and foraging habitat /	1, 9: provide approximately 280 acres of PEM wetlands for breeding, nesting, foraging, and

UMRGLRJV – WHCS, UMWGL-WCP, MI-WAP	MI Status: SSC	restoration of PEM wetland	migration.
<b>Red-shouldered Hawk</b> PIF – NALCP, MI-WAP	breeder, migrant; Uncommon nester throughout area; MI Status: T	permanent protection of nesting, foraging, and migration habitat	2, 4, 5, 6, 7, 8, 11: provides approximately 348 acres of PFO and 722 acres of upland forest for breeding, nesting, foraging, and migration
<b>Dickcissel*</b> PIF – NALCP, PIF16, MI-WAP	breeder; uncommon nester through portions of the area; MI status: SSC	restoration of nesting and migration habitat	13: provided 100 acres of restored grassland for breeding, nesting, foraging and migration
<b>Bobolink*</b> PIF16, MI-WAP	breeder; common nester throughout the area; MI status: SGCN	restoration of nesting and migration habitat	13: provided 100 acres of restored grassland for breeding, nesting, foraging and migration

\* Grassland birds will benefit from prairie restorations associated with wetland restorations

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**TECHNICAL ASSESSMENT QUESTION 3**

**How does the proposal location relate to the geographic priority wetlands described by the North American Waterfowl Management Plan, Partners In Flight, the U.S. Shorebird Conservation Plan, and/or the North American Waterbird Conservation Plan?**

**A. NATIONAL PRIORITY WETLAND AREAS:**

Although not located within an “area of major concern” as identified in the original **1986 North American Waterfowl Management Plan (NAWMP)**, the landscape-level habitat conservation proposed in this project meets the **NAWMP’s 2011/2012 Plan Revision’s** statement of need that “the purpose of the Plan is to sustain abundant waterfowl populations by conserving landscapes, through partnerships that are guided by sound science.” As identified both here and in other “Technical Assessment Questions”, the entirety of this proposal, and the projects selected for it, is based upon a conservation partnership utilizing the latest available scientific data to maximize the habitat benefits for waterfowl and other wetland-dependent migratory birds. Per the **2004 Implementation Framework of NAWMP**, the project area is located within Waterfowl Conservation Region 23 and the projects identified in this proposal will address the breeding and non-breeding habitat needs for five of the most common nesting duck species in Michigan by permanently protecting or restoring 1,184 acres of wetlands and 903 acres of upland nesting habitat (see table below). These projects will also support the habitat conservation needs identified in the **1998 NAWMP Update** for other dabbling and diving ducks and geese, such as scaup, redheads, northern pintails, green-winged teal, northern shovelers, and Southern James Bay Canada geese. Additionally, the project area is located within the NAWMP’s UMRGLR JV.

Duck Species	Breeding Need	Non-breeding Need
<b>American black duck</b>	High	High
<b>Mallard</b>	Moderate	Moderate
<b>Blue-winged teal</b>	Moderately High	Moderately High
<b>Ring-necked duck</b>	Moderately High	N/A
<b>Wood duck</b>	Moderately High	Moderately Low

The entire proposal area fits into the **Partners in Flight** National Priority Areas associated with BCR 23. PIF states the main determinant for including this BCR was “the list of species that are on both the NAWCA and PIF lists.” The nearest mapped national priority areas are on the east coast of Michigan and associated with Saginaw Bay, Lake Erie, and the Detroit River. We expect birds from these “east” Michigan priority areas will cross the state, particularly during migration, and can benefit from the habitat protection and restoration included in this proposal. This proposal is providing direct habitat benefits to a number of priority bird species and habitats identified in the PIF Bird Conservation Plan for the Upper Great Lakes Plain (Physiographic Area 16) and Boreal Hardwood Transition (Physiographic Area 20). For example the proposal will benefit grassland species including Henslow’s sparrows (State Endangered [SE]), dickcissels (SSC), and bobolinks; shrub species including black-billed cuckoos and willow flycatchers; forest species including cerulean (ST) and prothonotary (SSC) warblers and Acadian flycatchers; and wetland species including sandhill cranes, marsh wrens (SSC), and American black ducks.

This project is located in the **Upper Mississippi Valley/Great Lakes Region of the U.S. Shorebird Conservation Plan (UMVGLSCP)**. The UMVGLSCP has adopted the conservation objectives and focus areas of the NAWMP Joint Ventures. Specifically, the UMVGLSCP advocates the protection and restoration of wetland/upland complexes, especially shallow water wetlands to ensure the availability of shorebird foraging and nesting sites by protecting, restoring, and enhancing a diversity of habitat types on a landscape scale. Many wetland sites within the project area are under high development pressure causing wetland conversion, degradation, and overall loss of habitat quality. A management strategy of the UMVGLSCP is to have high quality wetlands receive long-term protection by federal and state agencies and conservation organizations through fee-title, easements, or landowner agreements. This proposal would contribute to achieving that objective by permanently protecting 1,687 acres of wetlands and adjacent uplands. Additionally, the plan promotes the use of managed wetlands where water levels can be controlled. While no specific project has been identified to directly benefit the species, piping plover (FE, SE) is listed as the only highly imperiled shorebird listed in the UMVGLSCP and it nests within the project area. Eight species are listed as high concern – whimbrels, marbled godwits, buff-breasted sandpipers, short-billed dowitchers, American woodcock, Wilson’s phalaropes (SSC), greater yellowlegs, and upland sandpipers. Of these, two (American woodcock and upland sandpipers) are found breeding in the project area and all eight are rare to common migrants. In the UMRGLR JV Shorebird Habitat Conservation Strategy, breeding JV focal species include killdeer, Wilson’s snipe, piping plovers (FE, SE), upland sandpipers, and American woodcock. These species are all found within the project area and wetland and associated upland work will provide needed habitat, with the likely exception of the piping plovers (FE, SE). Migrant focal species include American golden plovers, dunlins, short-billed dowitchers, Wilson’s phalaropes (SSC), and sanderlings. All these species migrate through Michigan and will benefit from the habitat work accomplished by this project.

The project area falls within the **Upper Mississippi Valley/Great Lakes Region of the North American Waterbird Conservation Plan (NAWCP)**. Conservation issues stated in the NAWCP include identifying habitat types at high risk of loss. Integrating waterbird habitat conservation efforts with those of waterfowl and shorebirds through acquisition, long-term easements, and activities through NAWCA are key conservation strategies in the NAWCP. This project will positively impact several species of management concern identified for BCR 23 by the NAWCP through the permanent protection of habitat through the acquisition of 1,687 acres. Priority waterbirds benefiting from the project include black-crowned night herons (SSC), American bitterns (SSC), black terns (SSC), pied-bill grebes, and sandhill cranes. In the UMRGLR JV Waterbird Habitat Conservation Strategy, focal waterbird species include black (SSC) and common (ST) terns, and black-crowned night herons (SSC). All of these species can be found during either breeding or migration within the grant area and will benefit from the wetland habitat work accomplished by this project.

**B. REGIONAL IMPORTANT WETLAND AREAS:**

In selecting and prioritizing projects that will benefit waterfowl, landbirds, shorebirds, and waterbirds the proposal committee took into account the **Upper Mississippi River/Great Lakes Region Joint Venture (UMRGLR JV) 2007 Implementation Plan, Waterfowl Habitat Conservation Strategy (December 2007), Landbird Habitat Conservation Strategy (June 2007), Shorebird Habitat Conservation Strategy (May 2007), and Waterbird Habitat Conservation Strategy (July 2007)**. The 2007 Implementation Plan was given the highest priority as a planning tool because it focuses on “all bird” needs, identifies acreage targets for maintenance/protection and restoration/enhancement of different bird habitat categories, and provides decision-support maps to help target conservation efforts.

The **UMRGLR JV 2007 Implementation Plan** integrated bird conservation and identified BCR habitat objectives (acres) for specific bird habitat categories (cover types) to meet the needs of both breeding and migrating birds. Within four marsh wetland types, “shallow semi-permanent marsh, hemi-marsh” was identified in the Plan as the type with the greatest protection need for both breeding and migration. The bird group with the greatest need for this type is identified as waterfowl, as breeding duck habitat in the Great Lakes Region has been identified as nationally important for waterfowl by the JV. Michigan’s habitat objectives to meet breeding bird needs, with the exception of “extensive open water,” for BCR 23 are listed in the following table.

Objective (Acres)	Shallow semi-permanent marsh, hemi-marsh	Forested wetland	Marsh with associated shrub/forest	Extensive open water (non-breeding)	Grassland	Mixed wooded openland
Maintenance/protection	136,875	11,609	31,959	50,798	169,936	164,749
Restoration/enhancement	38,065	5,681	6,392	7,136	169,936	164,749
Primary Bird Group	Waterfowl	Landbirds	Waterfowl	Waterfowl	Landbirds	Landbirds

This proposal will address these acreage needs by protecting and restoring more than 710 acres of hemi-marsh, 375 acres of forested wetlands, 75 acres of marsh with associated shrub/forest and open water, and more than 900 acres of grasslands and mixed wooded openlands. Waterfowl were identified as the bird group with the greatest need for the conservation of hemi-marsh, marsh with associated shrub/forest, and open water habitats and the conservation actions identified in this proposal will provide vital migration, breeding, and brood-rearing habitat for this bird group. Landbirds were identified as the bird group with the greatest need for conservation of forested wetland, grassland, and mixed wooded openland habitats and the conservation actions identified in this proposal will provide vital migration, breeding, and brood-rearing habitat to this bird group. Waterfowl will also benefit from the conservation of forested wetlands for migration, nesting, and brood-rearing. As identified within this proposal, the location of these upland habitat types within close proximity to hemi-marsh and forested wetlands will provide the crucial wetland/upland complexes vital to waterfowl production. The proposal committee carefully considered these habitat objectives in reviewing and selecting projects for inclusion in this proposal. Many potential projects were rejected. Priority consideration was given to protection and restoration of wetlands and particularly those that benefit priority wetland-associated migratory birds. Projects, such as the Heckema (1), Koster (2), Gottschalk (3), Shoup (4), City of Whitehall (8), Hinterman (12), and Private Lands Wetland/Grassland Restorations (13) Tracts, were selected because they help to meet the 2007 Implementation Plan target of providing semi-permanent marsh. Other projects were selected because they meet other targeted habitat objectives from the 2007 Implementation Plan. For example, the Shoup Tract (4) protects scrub-shrub wetland and shrubby, early-successional forestland suitable for American woodcock and willow flycatchers. Wooded wetland and deciduous forest is protected through the Koster (2), Gottschalk (3), Oppel (5), Vandenbosch (6), Veit (7), Sutton (8), and Freeland (11) Tracts in this proposal. The Private Lands Wetland/Grassland Restorations (13), among others, each provide grasslands associated with wetlands, to benefit both landbirds and nesting waterfowl. As such, each project was evaluated on its merits to help meet habitat objectives outlined in the 2007 Implementation Plan. Projects were also evaluated in relation to decision support maps provided by the UMRGLR JV Science Office. Maps were provided for the 12-county project area for 12 species representing the four bird groups. JV or U.S. Geological Survey models were used to map relative abundance of the species at a township level. Project sites were included on the maps to help assess the potential value of the project in the context of a broader landscape. Projects were assumed to have a higher benefit for a particular species if: 1) the project was located in a township, or cluster of townships, with a higher value for relative abundance for each of the 12 species; and 2) if the habitat maintained/protected or restored/enhanced by the project helped to meet the specific needs of that species.

In addition to helping to meet the goals of the four major bird plans, the proposal contributes to the goals of the **Great Lakes Regional Collaboration Restoration Strategy**. This Strategy has identified targets of 550,000 acres of both coastal and inland wetlands and 550,000 acres of uplands for protection, restoration, and enhancement within the Great Lakes watershed. Each project completed through this proposal will help to meet both the wetland and upland goals of this Strategy.

Also, the **Michigan Wildlife Action Plan** (WAP) divided the state into four regions, including the Southern Lower Peninsula, and within those regions identified significant Terrestrial Ecosystems and Species of Greatest Conservation Need (SGCN). This proposal restores and protects ecosystems identified in the Michigan WAP including inland wetlands, ephemeral wetlands, swamps, lowland hardwoods, prairies, and savannas. More than 30 migratory bird species on the SGCN list will benefit from projects included in this proposal. Three federally-listed species, the Indiana bat, Karner blue butterfly, and eastern massasauga rattlesnake, are expected to benefit.

This proposal also helps to address numerous The Nature Conservancy conservation plans, including: **The North Central Tillplain Ecoregion: A Conservation Plan**, **Great Lakes Bird Eco-Regional Planning Effort**, and **Newaygo Prairies Conservation Area Plan**. The actions identified in this proposal will assist in achieving the goals identified by The Nature Conservancy.

In addition to matching well with UMRGLR JV focus areas, the geographic focus of this proposal also encompasses ten official National Audubon Society Important Bird Areas (IBA). These sites are considered to be exceptionally significant for bird conservation, and their protection is one important approach to the conservation of many bird species. Although the program places special emphasis on birds, the designation of a site as an IBA can also benefit many other species that share the same habitat. The **Muskegon State Game Area**, **Muskegon Wastewater Management System**, and **White River IBAs** are all located within relatively short distances to many of the projects identified in this proposal.

As referenced above in the “Work Plan” under the individual tract descriptions, the **White Lake** and **Muskegon Lake AOCs** are also located within the project area and will be directly impacted by projects within this proposal. Most specifically, the Heckema (1), City of Whitehall (9), and Occidental Chemical (10) Tracts have all been recognized as integral components to habitat within the watershed and are identified as priority parcels needed to address sediment loading and nutrient transport in the lower White River watershed. These projects are relevant to overall restoration of the Great Lakes and fully meet each of the criteria and principles of the **Great Lakes Restoration Initiative (GLRI)**. They have been fully supported by a scientific foundation (the White Lake Shoreline Habitat Restoration Plan) for habitat restoration needs in order to achieve strategic and measurable environmental outcomes based on the highest priorities for White Lake and the Great Lakes. These sites are acknowledged priorities of the **White Lake Remedial Action Plan**, and as such, will also advance the ecological priorities of numerous state, regional, and federally coordinated Great Lakes Area of Concern planning efforts that call for increased habitat restoration and protection; as well as efforts that will enable delisting, including **Remedial Action Plans for Areas of Concern**, the **Lake Michigan Lakewide Management Plan**, **Michigan's GLRI 2010 Strategic Framework**, the **Great Lakes Regional Collaboration Strategy**, and **Michigan’s Great Lakes Plan**.

DU has identified the Southeastern Lake Michigan Watershed as a priority area due to extensive impacts to wetlands and associated uplands, continued population growth and urbanization, and the value of the region to breeding waterfowl, specifically mallards and wood ducks. DU has drafted a 5-year strategic plan for the **Southeastern Lake Michigan Watershed Priority Area** that aims to increase breeding and brood-rearing habitat for waterfowl and improve water quality through the protection, restoration, enhancement, and management of wetlands and associated uplands. The Western Michigan Coastal Habitat Project fits well with the goals of DU’s Southeastern Lake Michigan Watershed Priority Area, and the project will be extremely valuable in assisting DU with meeting its habitat objectives for the region.

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**TECHNICAL ASSESSMENT QUESTION 4**  
**How does the proposal relate to the national status and trends of wetlands types?**

ACTIVITY AND TRACTS IN THE PROPOSAL	STATUS, TYPES, AND ACRES OF WETLANDS									UPLANDS	TOTAL
	Note: Types subsidiary to types listed below have the same status.										
	DECREASING			STABLE			INCREASING	NO TREND DATA			
PEM	PFO	PSS	E2Veg	E2AB, E2US	L	R	M2, PAB, PUB/POW, PUS	E1, PML, PRB			
<b>SECTION A</b>											
Fee	170	65					34			70	339
Easement	244.8	310.7	30			18	11.5			733	1,348
<b>ACQUIRED TOTAL</b>	<b>414.8</b>	<b>375.7</b>	<b>30</b>			<b>18</b>	<b>45.5</b>			<b>803</b>	<b>1,687</b>
RESTORED	300									100	400
<b>TYPE TOTALS</b>	<b>714.8</b>	<b>375.7</b>	<b>30</b>			<b>18</b>	<b>45.5</b>			<b>903</b>	<b>2,087</b>
<b>STATUS TOTALS</b>	<b>1,120.5</b>			<b>18</b>			<b>45.5</b>			<b>903</b>	<b>2,087</b>
<b>GRAND TOTALS</b>	<b>1,184</b>									<b>903</b>	<b>2,087</b>
<b>SECTION B</b>											
Tract 1 – Heckema	100										100
Tract 2 – Koster	45	40					34				119
Tract 3 – Gottschalk	25	25								70	120
Tract 4 – Shoup	35		30			15				75	155
Tract 5 – Oppel		59.5								80.5	140
Tract 6 -- Vandenbosch	18.3	55.5								146.2	220

Tract 7 – Veit	5	66.8					3			115.2	190
Tract 8 – Sutton	3.5	63.6								99.9	167
Tract 9 – City of Whitehall	180										180
Tract 10 – Occidental Chemical	3	2.3								10.7	16
Tract 11 – Freeland		63						11.5		205.5	280
Tract 12 – Hinterman	200										200
Tract 13 – Private Lands Wetland / Grassland Restorations	100									100	200

**Provide a brief narrative to describe upland habitats (e.g., cropland, grassland, forest) and the relationship to wetlands and migratory bird conservation (i.e., reason for including in proposal):** There were once over two million acres of native prairie in Michigan. Ninety-eight percent of those grassland systems have been lost to agriculture and development. Therefore, the protection and restoration of native warm season grasslands are an important component of this proposal. As discussed above, according to DNR surveys there has been a decline in Michigan’s nesting mallard population from a high of 570,000 in 1998 to a low of 189,000 in 2008 (67% decline). The restoration of these warm season grasslands in conjunction with the protection and restoration of emergent and scrub-shrub wetlands is crucial to addressing the dramatic loss of breeding mallards. Due to the proximity of restored grasslands to wetlands, they will provide crucial nesting habitat for mallards and blue-winged teal, and grassland dependent birds such as Henslow’s sparrows (SE), grasshopper sparrows (SSC), bobolinks, sedge wrens, and eastern meadowlarks. The forested uplands are composed mainly of oak and other mast-producing trees, and add diversity to the protected and restored uplands and wetlands. Forested uplands provide an essential buffer for the emergent, forested, and scrub-shrub wetlands identified for protection and restoration in this proposal. These uplands also provide nesting and migration habitat for wood ducks and other birds, and many other game and non-game species. The protection and restoration of both warm season grasslands and adjacent forests will reduce sedimentation and nutrient loading of the wetlands which they border by providing a vegetated buffer to filter overland flow.

**TECHNICAL ASSESSMENT QUESTION 5**

**How does the proposal contribute to long-term conservation of wetlands and associated uplands?**

ACTIVITY	ACRES BY TENURE (years) OF BENEFITS CATEGORY				TOTAL ACRES
	PERPETUITY	*26-99	**10-25	< 10	
	* Includes water control structures made of material other than wood.				
	** Includes wood water control structures and pumps.				
<b>SECTION A</b>					
Fee	339				339
Easement	1,348				1,348
<b>TOTAL ACQUIRED</b>	<b>1,687</b>				<b>1,687</b>
<b>RESTORED</b>		400			400
<b>TOTAL</b>	<b>1,687</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>2,087</b>
<b>SECTION B</b>					

Tract 1 – Heckema	100			100
Tract 2 – Koster	119			119
Tract 3 – Gottschalk	120			120
Tract 4 – Shoup	155			155
Tract 6 – Oppel	140			140
Tract 7 -- Vandenbosch	220			220
Tract 7 – Veit	190			190
Tract 8 – Sutton	167			167
Tract 9 – City of Whitehall	180			180
Tract 10 – Occidental Chemical	16			16
Tract 11 – Freeland	280			280
Tract 12 – Hinterman		200		200
Tract 13 – Private Lands Wetland/Grassland Restorations		200		200

**Provide a brief narrative describing the significance of the proposal to long-term wetlands conservation, including how the project might help address climate change concerns or be affected by climate change:** This proposal is the beginning of a new conservation partnership focused on a multi-year effort to protect and restore wetlands and adjacent upland communities on public and private lands within the 12-county project area. Fee title and conservation easement acquisition of the proposed tracts will ensure long-term conservation of 884 acres of wetlands and 803 acres of associated uplands and will protect these lands from development in-perpetuity. Acquisition efforts are designed to protect critical areas from loss due primarily to urban development. Restrictions will be recorded on the deeds of acquired properties to ensure long-term conservation by limiting development and non-compatible use while allowing for proactive land management. Restoration activities will provide long-term benefits for 400 acres of privately held lands. FWS’ PFW agreements will protect the Private Lands Wetland/Grassland Restorations (13) sites for a minimum of 10 years, and more than 90% of landowners responding to a FWS survey reported that they would leave wetland restoration projects in place indefinitely. Based on this survey and the use of non-wood water control structures, we have estimated these acres will provide benefits for more than 25 years. Wetland restoration activities will be accomplished through tile breaks and ditch plugs to restore hydrologic function and will be designed to be maintenance free, where practical. Established native prairie, consisting of warm season grasses and forbs, can persist indefinitely with proper management. The acquisition and restoration of 2,087 acres of wetlands and associated uplands, as described in preceding sections of this proposal, contributes to the stated habitat goals of both national and regional conservation plans.

The impacts of global **climate change** have received wide media attention in recent years. Scientists predict that climate change will affect almost every aspect of our environment, including North America's wetlands and waterfowl. Projections for the next 100 years indicate extensive warming in many areas, changing patterns of precipitation, accelerating sea level rise, changes in the timing and length of the seasons, declining snow packs, and increasing frequency and intensity of severe weather events. Specifically, there are concerns regarding the effects of regional climate change based on Great Lakes climate models that predict extreme variation and intensity of future weather patterns, including more extreme storm events, reduced winter ice cover leading to increased evaporation and long term lower lake levels, and drought. Protecting and restoring natural systems such as wetlands will become increasingly important to help combat these negative impacts. This project will help address these concerns by conserving important wetland habitats that help moderate the effects of climate change (i.e. flood attenuation and protected wildlife habitat). Wetland management capabilities (i.e. control of invasive wetland plant species) that have been incorporated into our restoration efforts allow land managers the opportunity to provide resiliency and sustainability of wildlife and their habitats. The potential consequences of climate change are significant, and this partnership is taking steps to stay informed and to incorporate climate change into our long-term conservation planning.

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**TECHNICAL ASSESSMENT QUESTION 6**

**How does the proposal contribute to the conservation of habitat for wetland associated federally listed or proposed endangered species; wetland associated state-listed species; and other wetland-associated fish and wildlife that are specifically involved with the proposal?**

**A. Federally Threatened, Endangered or Proposed candidate species:**

<b>Species</b>	<b>Federal status</b>	<b>Tracts</b>
Indiana Bat	Endangered	2, 4
Karner Blue Butterfly	Endangered	3
Eastern Massasauga Rattlesnake	Candidate	3, 4, 6, 11, 12

**How many individuals/pairs will use the proposal area and for what life cycle stage and whether this is an improvement in population numbers over the current situation:** The potential summer distribution of the **Indiana bat** in Michigan, as mapped by the FWS in a 2006 Biological Opinion (BO) for the Huron-Manistee National Forest, includes eight of the 12 counties in this proposal. Summer records of Indiana bats exist for counties south of the proposal area and a winter record exists for Manistee County, immediately north of the proposal area. As stated in the BO, it is likely that small isolated maternity colonies and scattered individual male and non-reproductive female Indiana bats are present in the Manistee National Forest during summer. Given this potential distribution of Indiana bat, tracts permanently protected through this proposal that include mature bottomland forest (Koster (2), Shoup (4)) have the potential to provide summer roosting and foraging habitat for small numbers of Indiana bats. The degree of this benefit, particularly in term of population numbers, cannot be determined. In the face of climate change, and a potential for northward expansion of the bat’s range, it is possible that these tracts will become more beneficial with time. **Karner blue butterflies** occupy sand barrens/savanna in Newaygo County and have been recorded approximately one mile from the Gottschalk Tract (3). In addition to maintaining wetlands on this tract, potential future management of the oak-savanna on the property as part of a larger habitat block means there is potential to attract and support all life stages of the Karner blue butterfly on the Gottschalk Tract (3). While the change in population numbers is difficult to predict, this habitat would contribute to a larger, collective landscape-scale management effort by conservation organizations, USFS, and others to benefit Michigan’s Karner blue butterfly population. The distribution of the **eastern massasauga rattlesnake** includes eight of the 12 counties in the proposal area. The wetland/upland habitats protected on the Gottschalk (3), Shoup (4), Vandenbosch (6), Freeland (11), and Hinterman (12) Tracts each have the potential to support massasaugas during all stages of their life cycle.

**How proposal will improve habitat quality (describe the before- and after-proposal environment):** This proposal brings permanent protection to forestland and wetlands that may benefit Indiana bats and massasaugas. The difference in habitat quality is better measured not as a before and after protection, but rather what might occur on the property in the future in the absence of permanent protection. For example, the Koster Tract (2) is threatened by riverside residential development and the Shoup Tract (4) is threatened by future agricultural or recreational development. For the Gottschalk Tract (3), mechanical tree removal, followed by chemical treatment or prescribed fire has the potential to open the savanna to support a diverse mix of grasses and wildflowers capable of supporting Karner blue butterflies.

**Whether proposed actions and proposal area are identified in a recovery plan or other species plan:** Actions proposed are consistent with the 2007 Draft Recovery Plan for the Indiana bat, the 2003 Recovery Plan for the Karner blue butterfly, and the 2000 recommendations of the Eastern Massasauga Management Working Group. Stands of trees meeting the requirements of Indiana bats, as described in the plan, will be protected through the proposal. Maintaining and managing viable metapopulations of Karner blue butterflies requires maintaining and expanding high quality habitat.

**Whether the completed proposal will relieve the need for any special protective status for the species:** Actions taken on this scale will not relieve the protective status, but may make small positive contributions to protecting viable populations of these species.

**Importance of each tract or logical groupings of tracts shown on maps in the proposal to the species (if tracts are not yet identified, explain what procedure will be used to ensure that high quality habitat is targeted):** The Koster (2) and Shoup (4) Tracts protect more than 200 acres of bottomland forest within the potential summer range of Indiana

bats. Forty acres or more on the Gottschalk Tract (3) may be managed for savanna to support Karner blue butterflies. More than 400 acres of wetlands on the Gottschalk (3), Shoup (4), Vandenbosch (6), Freeland (11), and Hinterman (12) Tracts have the potential to support massasaugas.

**B. State-listed endangered or threatened species (not included above):**

Species	State status	Life cycle	Tracts
Common loon	threatened	Breeding	11
American bittern	special concern	Breeding	1, 3, 4, 9, 12
Least bittern	threatened	Breeding	1, 4, 9
Osprey	threatened	Breeding	10
Bald eagle	threatened	Breeding	9, 10, 11
Northern harrier	special concern	Breeding	4, 10, 12
Northern goshawk	special concern	Breeding	5
Red-shouldered hawk	threatened	Breeding	4, 5, 6, 7, 12
Black tern	special concern	Breeding	1, 9
Marsh wren	special concern	Breeding	1, 9, 12
Cerulean warbler	threatened	Breeding	7, 10
Prothonotary warbler	special concern	Breeding	2, 7, 8
Blanding's turtle	special concern	All stages	1, 2, 8, 9, 10, 12
Box turtle	special concern	All stages	5, 7, 11, 12
Spotted turtle	threatened	All stages	10, 12
Lake sturgeon	threatened	All stages	7, 8

**How many individuals/pairs will use the proposal area and for what life cycle stage and whether this is an improvement in population numbers over the current situation:** Specific information about how many of each state-listed species will use the tracts is unavailable. We anticipate a small number of individuals may use the tracts as listed above.

**How proposal will improve habitat quality (describe the before- and after-proposal environment):** For most tracts existing habitat quality is protected through fee-title acquisition or easements. The improvement is the elimination of the threat of land use change that would degrade existing habitat. For the Hinterman (12) and Private Lands Wetland/Grassland Restorations (13) Tracts, degraded/draind wetlands will be restored to productive emergent wetlands.

**Whether proposed actions and proposal area are identified in a recovery plan or other species plan:** The proposed actions are not specifically identified in recovery plans, but are consistent with a documented need of these species, which is to maintain high quality habitat.

**Whether the completed proposal will relieve the need for any special protective status for the species:** The proposed actions will contribute to conservation of these species, but will not result in changes to the species protective status.

**Importance of each tract or logical groupings of tracts shown on maps in the proposal to the species (if tracts are not yet identified, explain what procedure will be used to ensure that high quality habitat is targeted):** Tracts numbers that are likely to improve or maintain habitat for listed species are included in the table above. Tracts primarily provide expansive emergent marsh tied to a river, which will benefit species such as the bitterns, harriers, terns, and marsh wrens, or forested wetland often linked to a river, which will benefit species like the hawks and warblers. Restoration projects on Private Lands Wetland/Grassland Restorations Tracts (13) will benefit waterfowl and other wetland-dependent species, with possible benefit to the listed species above.

**C. Other wetland-dependent fish and wildlife species and narrative:** Other Species of Greatest Conservation Need, as listed in Michigan's Wildlife Action Plan, that will likely benefit from these projects include: pickerel frog, northern leopard frog, wood turtle, trumpeter swan, pied-billed grebe, great blue heron, green heron, black-crowned night heron, Virginia rail, sora, common moorhen, American coot, killdeer, spotted sandpiper, Wilson's snipe, American woodcock, Forster's tern, black-billed cuckoo, yellow-billed cuckoo, eastern kingbird, sedge wren, blue-winged warbler, golden-winged warbler, and Louisiana waterthrush. Grassland species including dickcissel, bobolink, and eastern meadowlark

will benefit from grassland restoration associated with wetlands on private lands. Tracts may be used as breeding or migration habitat for the bird species.

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**TECHNICAL ASSESSMENT QUESTION 7**

**How does the proposal satisfy the partnership purpose of the North American Wetlands Conservation Act?**

**A. Ratio of the Non-Federal Match to the Grant Request:** 2.48:1

**B. 10% Matching Partners:** LCWM, OCP, CW, VF, SF

**C. Partner Categories (includes non-match)**

**State agencies:** MCD

**Non-governmental conservation organizations:** DU, LCWM, CRA

**Local governments, counties or municipalities:** OCP, CW

**Private landowners:** HF, VF, SF

**Profit-making corporations:** OC

**Native American governments or associations:** N/A

**Federal agencies:** USFWS

**Other partner groups:** N/A

**D. Important Partnership Aspects (new grant recipient, significant new partners, unique partners, large numbers of partners under any category in C. above, non-financial contributions):** The Western Michigan Coastal Habitat Project represents a diverse new partnership in western Michigan. This partnership is a culmination of the joint efforts of multiple conservation organizations located within the southeast Lake Michigan watershed to protect and restore habitat vital to waterfowl and other migratory birds, as well as other animal and plant species of concern. LCWM, MCD, OCP, CW, OC, CRA, HF, VF, and SF are all new NAWCA partners. DU and FWS have partnered on other NAWCA grants, and this will be a continuation of their joint conservation efforts in this project area. LCWM is a notable new partner to the NAWCA grant proposal, as one of the largest land protection organizations in western Michigan. LCWM is contributing above the 10% level; contributing over one million dollars. MCD's progressive approach to flood abatement and watershed health of the White River through protecting and restoring floodplain habitat represents a unique and substantial commitment to conservation. Already a long-standing public service entity in western Michigan, OCP is a new partner eager to improve their public service capabilities even further as a result of this NAWCA proposal. CRA is a non-governmental organization dedicated to habitat protection and restoration throughout a large portion of the project area. The partnership of CW demonstrates the eagerness of this municipality to conserve habitat while at the same time improving the water quality and landscape for all of its citizens. Likewise, the partnership of OC is exemplary of the desire held by local corporations to become involved with habitat conservation and water quality improvements for the benefit of wildlife and the local communities. HF, VF, and SF are notable partners as private landowners. The experience of DU and FWS coupled with the fresh ideas of the new partners will lead to a strong conservation partnership with the common goal of habitat protection and restoration for waterfowl, migratory birds, and other wetland-dependent species.

**Why each non-matching partner listed in the Proposal Summary is important to the proposal and what work they will do to support and complement the match- and grant-funded work:** The FWS is an important non-matching partner to this initiative. The FWS, through their Partners for Fish and Wildlife Program, is combining \$40,000 of federal non-match with \$70,000 of grant funds and \$20,000 of DU new match to complete important wetland and native grassland restoration projects on private lands throughout the project area. This partnership will continue wetland and grassland restoration and enhancement work completed in previous NAWCA grants awarded in Michigan, building on the FWS commitment to migratory bird conservation. FWS participation in this proposal also provides an accurate representation from major agencies actively conserving wetlands and associated uplands in the initiative area.

## ATTACHMENTS

### Tract Table:

Tract ID/ Activity	Wetland Acres	Upland Acres	Riparian Miles	Funding Category	Funding Source	County and State	Central Tract Location in Decimal Degrees	Final Title Holder
Tract 1 – Heckema	100	0	0.57	Grant + New Match	NAWCA / MCD	Muskegon, MI	43.419480 / -86.333004	MCD
Tract 2 – Koster	119	0	0.85	Grant + New Match	NAWCA / OCP / DU	Ottawa, MI	42.960848 / -85.871956	OCP
Tract 3 – Gottschalk	50	70	0	Grant	NAWCA	Newaygo, MI	43.696800 / -85.799586	LCWM
Tract 4 – Shoup	80	75	0.7	Grant	NAWCA	Mason, MI	43.940777 / -86.155005	LCWM
Tract 5 – Oppel	59.5	80.5	1.24	Grant	NAWCA	Lake, MI	43.948712 / -85.774276	LCWM
Tract 6 -- Vandenbosch	73.8	146.2	1.0	Grant	NAWCA	Newaygo, MI	43.746333 / -85.789064	LCWM
Tract 7 – Veit	74.8	115.2	1.73	Old Match	LCWM / VF	Newaygo, MI	43.411063 / -85.726253	LCWM
Tract 8 – Sutton	67.1	99.9	1.48	Old Match	LCWM / SF	Newaygo, MI	43.420713 / -85.742177	LCWM
Tract 9 – City of Whitehall	180	0	1.16	Grant + New Match	NAWCA / CW	Muskegon, MI	43.417457 / -86.341658	MCD
Tract 10 – Occidental Chemical	5.3	10.7	0	New Match	OC	Muskegon, MI	43.387580 / -86.377776	MCD
Tract 11 – Freeland	72.2	207.8		Old Match	LCWM	Newaygo, MI	43.550766 / -85.341658	LCWM
Tract 12 – Hinterman	200	0	0	Grant + New Match	NAWCA / DU / CRA / HF	Mason, MI	43.860278 / -86.182285	HF
Tract 13 – Private Lands Wetland/Grassland Restorations	100	100	0	Grant, New Match, + Non-match	NAWCA / DU / FWS	Entire Project Area, MI	Throughout Project Area	Private Landowners

**Final Title Holder Summary:** LCWM = 1,272 acres, MCD = 296 acres, OCP = 119 acres, HF = 200 acres, Private Landowners = 200 acres.

**Partner Contribution Statements:** (attached as a separate .pdf file)

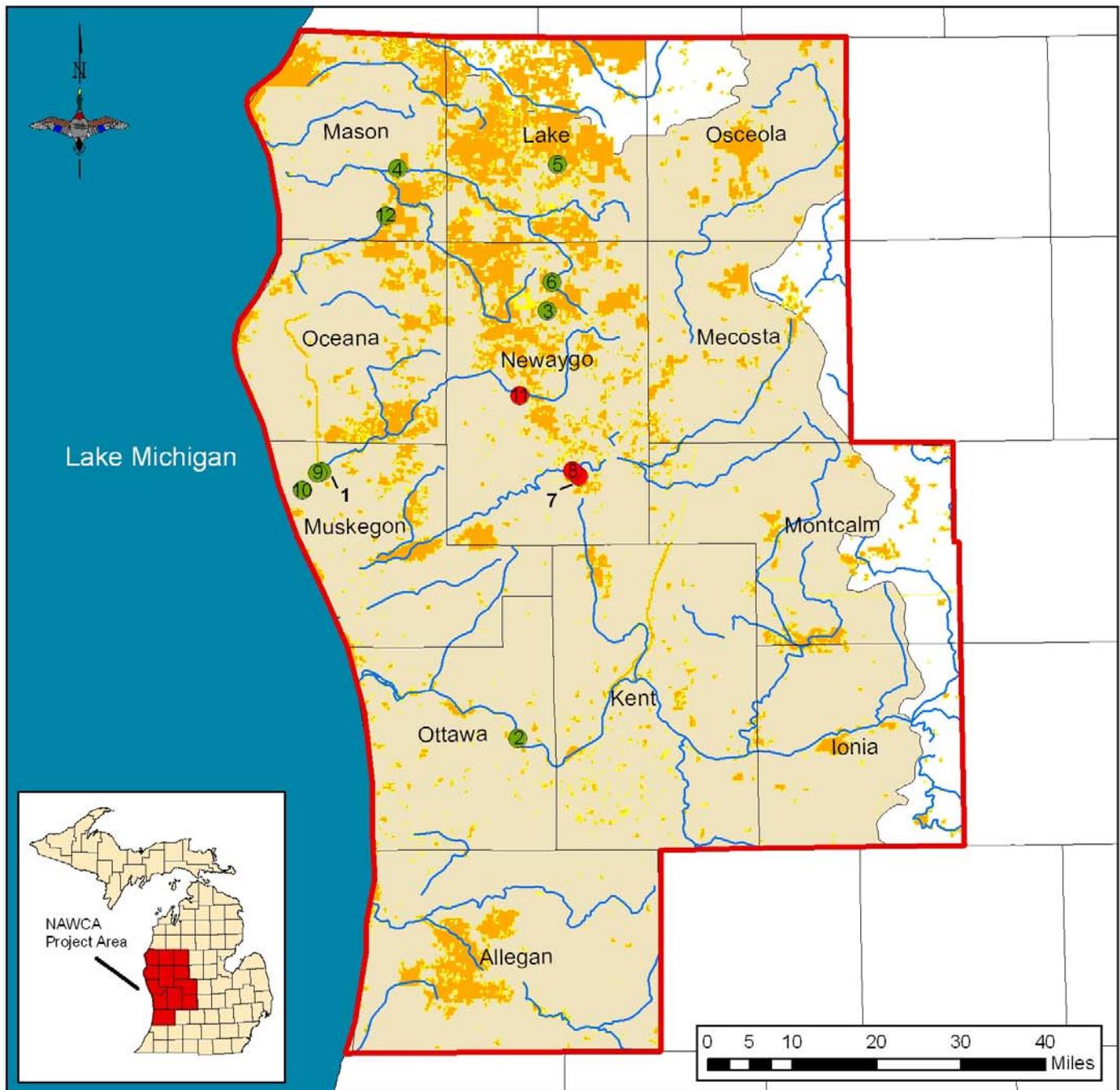
**Project Map** (see below)

**Proposal Easement, Leases, and Indirect Cost Rate Agreement** (see copy of LCWM's Veit (7), Sutton (8), and Freeland (11) Tracts, and DU Indirect Cost Rate agreement attached as separate .pdf files)

**Standard Form 424 and Assurances B and/or D** (attached as a separate .pdf file)

**Initiative Area .shp files** (attached as separate files)

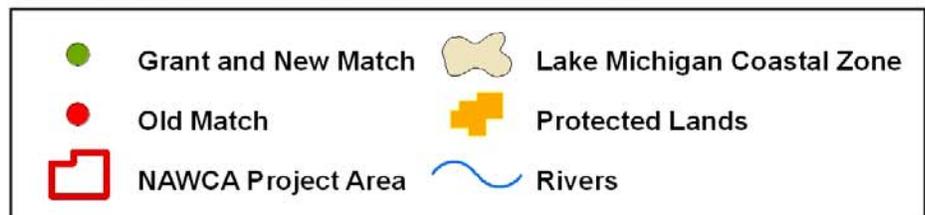
# Western Michigan Coastal Habitat Project

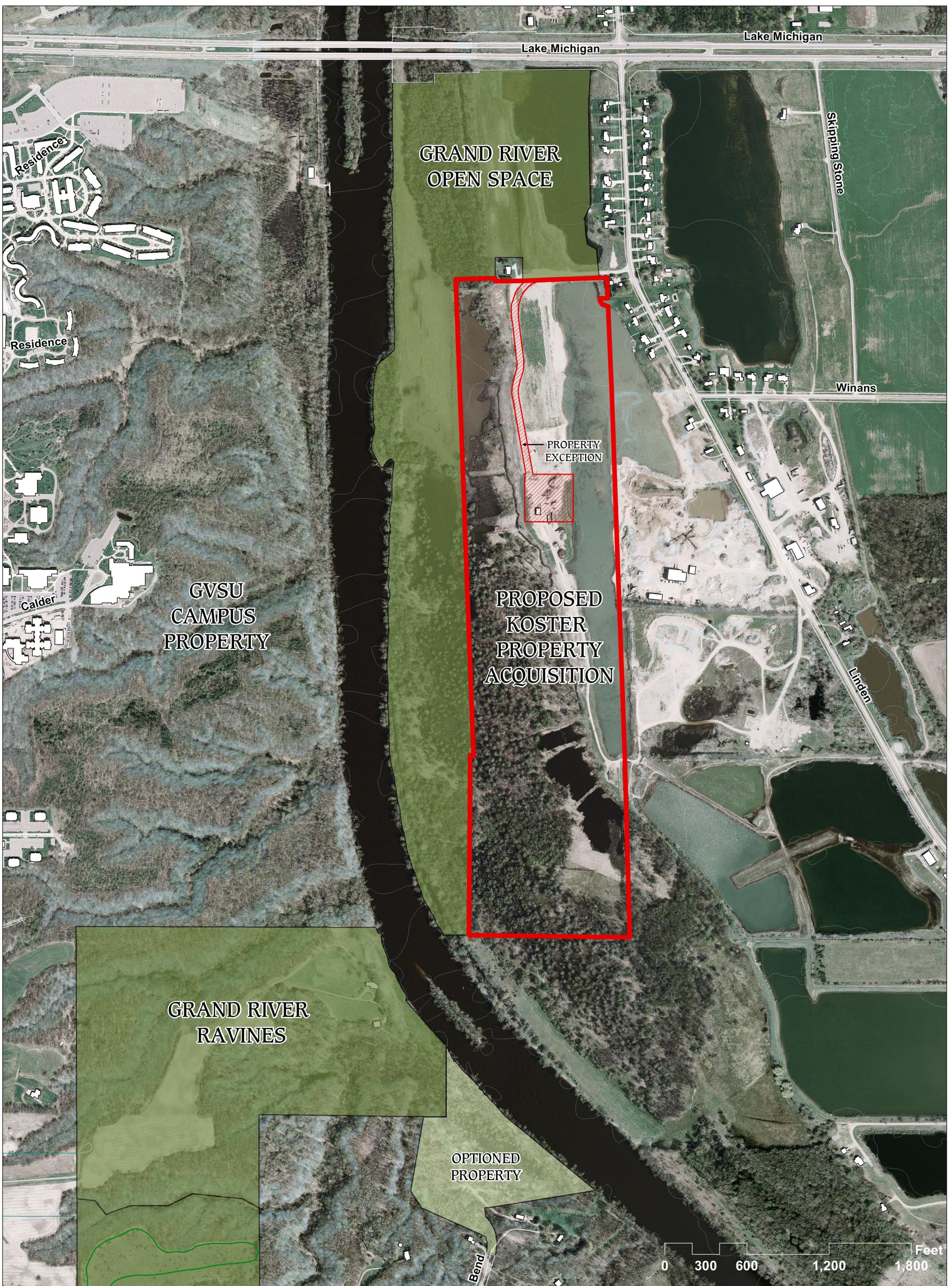


ACQUISITION	
Project #	Name
1	Heckema Tract
2	Koster Tract
3	Gottschalk Tract
4	Shoup Tract
5	Oppel Tract
6	Vandenbosch Tract
7	Veit Tract
8	Sutton Tract
9	City of Whitehall Tract
10	Occidental Chemical Tract
11	Freeland Tract

RESTORATION	
Project #	Name
12	Hinterman Restoration
13	Private Lands Wetland/ Grassland Restorations*

\* Project 13 is not displayed on the map due to projects in various locations





5/25/11



Ottawa County Parks & Recreation Commission

# Koster Acquisition

NAWCA  
Western Michigan Coastal  
Habitat Project



# Action Request



**Committee:** Planning and Policy Committee

**Meeting Date:** 2/9/2012

**Requesting Department:** Corporate Counsel

**Submitted By:** Greg Rappleye

**Agenda Item:** Proposed Revisions to Lakeshore Coordinating Council Agreement and By-Laws

## SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the proposed revisions to the Lakeshore Coordinating Council Agreement and By-Laws.

## SUMMARY OF REQUEST:

The Board of the Lakeshore Coordinating Council (LCC) has requested certain changes to the Agreement forming the LCC and to its By-Laws. The Board of Commissioners must take action on these proposed changes before March 9, 2012, or the changes will automatically go into effect.

## FINANCIAL INFORMATION:

Total Cost: \$0.00      General Fund Cost: \$0.00      Included in Budget:     Yes     No

If not included in budget, recommended funding source:

## ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated       Non-Mandated       New Activity

## ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 4: Continue initiatives to positively impact the community.

**ADMINISTRATION RECOMMENDATION:**     Recommended     Not Recommended     Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



# LAKESHORE COORDINATING COUNCIL FOR SUBSTANCE ABUSE SERVICES

324 WASHINGTON AVENUE

P.O. BOX 268

GRAND HAVEN, MI 49417-0268

Phone: (616) 846-6720 • Fax: (616) 846-5081

**To: All LCC Participating County Administrators**  
**From: Karen Youngs Hartley, MPH – Executive Director**  
**Date: December 15, 2011**  
**Re: Lakeshore Coordinating Council Agreement Updates**

**RECOPY**

The Lakeshore Coordinating Council (LCC) Board of Directors approved the updated Agreement as attached for counties participating in the Lakeshore Coordinating Council region for Substance Use Services, at their regular meeting on Dec. 9, 2011. Final amendments were made at the request of the Berrien County Administrator, reviewed by the LCC Bylaws adhoc committee, and supported by the LCC Board. We ask that each participating county endorse the amended/updated Agreement changes. Changes are noted on the enclosed "Revision Page". Most recent updates specific to the LCC Agreement changes are highlighted for your reference. This amended agreement provides clearer language and protections for counties in the event of the withdrawal of other counties from the Council.

If you have any questions or concerns, feel free to contact myself or the appointed Commissioners from your County chosen to serve on the LCC Board of Directors. Unless other modifications are requested, these changes are scheduled to go into effect February 1, 2012.

We sincerely look forward to a continuing working relationship with Allegan, Berrien, Muskegon, and Ottawa Counties. We know that area counties and residents face many economic and service challenges at this time, and we are proud of our tradition of counties working together for healthier families and communities. We appreciate your support in maintaining and promoting an effective and efficient, regional substance abuse treatment and prevention services network for our diverse communities.

Warmest holiday greetings to you all, as well.

cc. Allegan County Clerk  
Berrien County Clerk  
Muskegon County Clerk  
Ottawa County Clerk  
Bureau of Substance Abuse and Addiction Services  
LCC Board Secretary – Commissioner Terry Burns

Coordinating Substance Abuse Services in the Counties of

Allegan - Berrien - Muskegon - Ottawa

**COPY**

# **MISSION STATEMENT**

**The Lakeshore Coordinating Council, as a designated substance abuse coordinating agency, is charged to maintain and promote effective, regional substance abuse treatment and prevention services for our diverse communities.**

## **Purpose:**

**The Lakeshore Coordinating Council is the Coordinating Agency for substance abuse services in the four county region of Allegan, Berrien, Muskegon, and Ottawa Counties. The Council's Purpose is to promote and make possible a regional environment that is free of alcohol and other drug abuse and the terrible personal, familial, social, medical, legal and economic consequences of such abuse. To this end, we plan for and coordinate a system of services. These services develop out of the review of needs and the subsequent, on-going formulation and reformulation of regional goals and actions to meet those needs. We are guided by the working premise that meeting the needs of people leads to meeting the needs of the region. People are our focus in defining need; they are also the most important resource in meeting needs. Our focus is people, they are our constituency, and our responsibility is to them.**

**By fostering this human focus, of course, we emphasize the importance of communication as a key element in coordinating a diverse and complex system of regional services. Diverse and multiple needs, values and purposes require a flexible, yet unified system of complimentary, integrated services and efforts. Coordination of such a system requires cooperation, ingenuity, commitment, unity of effort, respect for diversity, and clear communication. The clear articulation of Agency goals, policies, and procedures within this document is a first step, objectively and symbolically, in placing into active operation our commitment to communication and coordination.**

# LAKESHORE COORDINATING COUNCIL

## AMENDED AND RESTATED AGREEMENT

This Agreement was originally established the 15th day of April, 1996, by and among the County of Allegan, Michigan, the County of Berrien, Michigan, the County of Cass, Michigan, the County of Muskegon, Michigan, the County of Ottawa, Michigan, and the County of Van Buren, Michigan, all Michigan municipal corporations. It was subsequently amended October 1, 2002, at which time Van Buren County withdrew from the Lakeshore Coordinating Council. Effective October 1, 2007, the County of Cass also withdrew from the Lakeshore Coordinating Council.

This agreement is hereby amended and restated, effective February 1, 2012 by and among the remaining Michigan municipal corporations of the County of Allegan, Michigan, the County of Berrien, Michigan, the County of Muskegon, Michigan, and the County of Ottawa, Michigan (hereinafter sometimes referred to as "the Participating Counties" or individually as a "Participating County") with reference to the following facts and circumstances:

A. The Participating Counties recognize that alcohol abuse, drug abuse, and the use and abuse of controlled substances are serious problems within their communities, and further recognize that a coordinated effort is necessary and advisable to meet the public need for the prevention, treatment, and rehabilitation of persons dependent upon or abusing alcohol, drugs, and/or controlled substances.

B. Pursuant to the terms of the Urban Cooperation Act, MSA 5.4088(1) et seq.; MCLA 124.501 et seq., and pursuant to the authority granted in MSA 14.15(6131); MCLA 333.6131, the Participating Counties desire to jointly establish a regional coordinating agency for the purpose of inventory, review, planning and coordination of programs and facilities which provide services for the prevention, treatment and rehabilitation of individuals dependent upon or abusing alcohol, drugs, and/or controlled substances, and for other lawful purposes.

WHEREFORE the Participating Counties, pursuant to the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

### 1. ESTABLISHMENT OF LAKESHORE COORDINATING COUNCIL:

The County of Allegan, Michigan, the County of Berrien, Michigan, the County of Muskegon, Michigan, and the County of Ottawa, Michigan do hereby establish the regional coordinating agency for substance abuse services, to be known as "the Lakeshore Coordinating Council," for the purposes of inventory, review, planning and coordination

of programs and facilities which provide services for the prevention, treatment and rehabilitation of individuals dependent upon or abusing alcohol, drugs and/or controlled substances, and for other lawful purposes as permitted under the Urban Cooperation Act, MSA 5.4088(1) et seq.; MCLA 124.501 et seq., and pursuant to the authority granted in MSA 14.15(6131); MCLA 333.6131. In addition, the Council may accept, disburse and administer grant funds for substance abuse service programs and shall promote and support the availability comprehensive substance abuse services for all persons within the four county region.

2. BOARD OF DIRECTORS OF THE LAKESHORE COORDINATING COUNCIL:

The Board of Directors of the Lakeshore Coordinating Council shall consist of eight (8) members, two (2) of whom shall be appointed by the Board of Commissioners of the County of Allegan; two (2) of whom shall be appointed by the Board of Commissioners of the County of Berrien; two (2) of whom shall be appointed by the Board of Commissioners of the County of Muskegon; and two (2) of whom shall be appointed by the Board of Commissioners of the County of Ottawa. No members from the same county shall have terms that expire at the same time. If such instances exist at the time this Agreement becomes ratified, the member of the same county with the highest seniority on the Council shall have one (1) additional year added to his/her term. Thereafter, each term of office shall be for two years. All terms of office shall commence on the first day of January. Vacancies shall be filled for the unexpired term pursuant to the provisions for appointing members by each participating county. A member shall serve at the will of the County Board of Commissioners that appointed him or her and may be removed by that County Board of Commissioners without cause at any time. Chairmanship of the Board of Directors of the Council shall be rotated on an annual basis by the Board of Directors, except by majority approval a term may be extended for an additional year, but not to exceed a two year term.

No person shall be appointed to the Board of Directors of the Lakeshore Coordinating Council who is an employee of the Council, or who is an employee of an entity which has a contract with the Council.

3. ADVISORY COMMITTEE; MEMBERS; APPOINTMENTS; TERMS, AND VACANCIES:

The various county Boards of Commissioners from the Participating Counties shall appoint members to serve on an Advisory Committee to the Council. The Advisory Committee membership shall be drawn from:

1. Public and private treatment and prevention agencies;
2. Client or patient groups of individuals who have been directly served by substance abuse treatment/rehabilitation or prevention programs;

3. The community at large, including civic organizations, business, labor, etc.

The Advisory Committee shall consist of eleven (11) members, two (2) of whom shall be residents of the County of Allegan; three (3) of whom shall be residents of the County of Berrien; three (3) of whom shall be residents of the county of Muskegon; and three (3) of whom shall be residents of the County of Ottawa. The term of membership of the Advisory Committee shall be for two years with the term or office commencing on January 1.

By-Laws of the Advisory Committee shall be developed by the Advisory Committee at time of its inception and submitted to the Board of Directors of the Council for review and approval.

4. THE LAKESHORE COORDINATING COUNCIL PERSONNEL AND STAFF:

The Board of Directors may, on behalf of the Council, contract with any one or more of the Participating Counties or with third parties for all or part of the personnel services required by the Council. The Board of Directors may also appoint an Executive Director of the Council, who shall exercise such functions as the Board of Directors may direct and who may, under the general direction of the Board of Directors, hire staff, subject to approval by the Board of Directors and budget constraints. If the Board of Directors hires an Executive Director, he or she shall receive such compensation as shall be fixed from time to time by the Board of Directors and shall serve at the will and pleasure of the Board of Directors, subject to any conditions which the Board of Directors may establish. If the Board of Directors employs an Executive Director and/or other employees, the Board of Directors may establish such personnel policies which it deems appropriate provided the same adhere to all State of Michigan and federal laws pertaining to wages, hours, conditions of employment and non-discrimination in the terms and conditions of employment.

5. BUDGET REQUEST; RECEIPT OF GIFTS; FUND CREATED:

On or before October 1 of each year, the Council shall prepare a preliminary estimate of the contemplated expenditures and revenues of the Council for the following fiscal year. The Board of Directors of the Council then shall adopt a resolution fixing the amount thereto and submit a request to the State of Michigan Department of Community Health/Bureau of Substance Abuse and Addiction Services (BSAAS). The Council may receive such gifts, grants, requests, money, or other donations to be used in connection with the performance of any of its functions. All allocations of funds made by the Participating Counties to the Council, and all grants, gifts and donations shall be deposited in a special bank account of the Council in such manner as the Board of Directors may determine and shall be accounted for pursuant to generally accepted

accounting standards (GASB) for governmental agencies.

The method of cost sharing among the Participating Counties to be utilized in the event the Substance Abuse Council requires a contribution of the Participating Counties to cover its costs shall be in proportion to the number of persons each Participating County is required to appoint to the Board of Directors of the Council. Additional payments to the Council shall only occur when approved by the Board of Commissioners of each of the Participating Counties. Nothing contained herein shall prevent any Participating County from allocating available local funds to the Council, or from providing available local funds in excess of any required mandatory contribution, upon such terms as the Board of Commissioners of that participating county shall determine.

6. BY-LAWS; QUORUM:

The Board of Directors of the Council shall, at its first official meeting, adopt By-Laws for the conduct of its activities. The By-Laws of the Council shall not become effective until ratified by the Board of Commissioners of each Participating County. It shall be mandatory that a majority of the Board of Directors of the Council be present to constitute a quorum for all business transactions. Vacancies in the Board of Directors shall not be counted in computation of what constitutes a quorum.

7. POWERS AND DUTIES OF AGENCY:

The Council, through its Board of Directors, shall have the following powers and duties as required or permitted by MSA 14.15(2228); MCLA 333.6228:

- a. Develop comprehensive plans for substance abuse treatment, rehabilitation and prevention services consistent with guidelines set by MDCH/BSAAS;
- b. Review and provide recommendations to the State of Michigan on applications for licenses submitted by local treatment, rehabilitation and prevention organizations;
- c. Provide technical assistance for local substance abuse service organizations;
- d. Collect and transfer data from local licensed and accredited organizations to BSAAS;
- e. Submit annual budget request for the use of state administered funds for substance abuse treatment, rehabilitation and prevention services in accordance with guidelines established by the administrator of MDCH/BSAAS;
- f. Make necessary contracts incidental to the performance of its duties and the execution of its powers. The contracts may be made with public agencies, organizations, associations, and individuals to provide for substance abuse treatment, rehabilitation and prevention services;
- g. Regularly evaluate and assess substance abuse services within the Agency's

jurisdiction in accordance with guidelines established by the administrator of MDCH/BSAAS.

8. COOPERATION WITH OTHER AGENCIES:

The Council shall cooperate with other public and private agencies for the planning, financing, development and coordination of substance abuse programs and facilities within the Participating Counties area.

9. ANNUAL REPORT:

The Council shall make a yearly report on the activities of the Council on or before December 31 of each year to the Board of Commissioners of the County of Allegan, the Board of Commissioners of the County of Berrien, the Board of Commissioners of the County of Muskegon, and the Board of Commissioners of the County of Ottawa. The Council shall also submit a yearly audited financial report to the Boards of Commissioners of Allegan, Berrien, Muskegon, and Ottawa Counties respectively.

10. AMENDMENTS:

An amendment to this Agreement may be proposed in writing by the Board of Commissioners of any Participating County or by resolution of the Board of Directors of the Council. Such proposal shall be filed with the Clerk of each Participating County, with the Secretary of the Council, and with the Bureau of Substance Abuse and Addiction Services (BSAAS). Any amendment of this Agreement shall become effective upon ratification by the Board of Commissioners of all participating counties. Should any participating county fail to take action within ninety (90) days, passage will be effected.

11. WITHDRAWAL FROM AGREEMENT:

Any of the Participating Counties may withdraw from participation in the Lakeshore Coordinating Council upon approval of change of coordinating agency designation by the Michigan Department of Community Health, and giving ninety (90) days prior written notice to the other Participating Counties, to the Bureau of Substance Abuse and Addiction Services (BSAAS), and to the Council. The Council shall, upon receipt of such a written notice, hold a formal meeting for the purpose of closing out and making final reports as to any programs affected by such withdraw. Upon the withdrawal of any Participating County from the Council, the remaining Participating Counties shall, by mutual agreement, determine the number and distribution of members to the Board of Directors of the Council and Advisory Committee, and shall execute an amendment to this Agreement reflecting such determination and distribution.

Upon the withdrawal of a Participating County, the amount needed to fund the Council's ratio of current assets to current liabilities at 120% will be figured based on the most recent audit and financial statements of the Council [  $\text{total liabilities}/\text{total assets} - 1.2 = \% \text{ over(under) funded}$  ]. If an existing actuarial study is greater than 90 days old, a new actuarial study will be commissioned within 30 days. The Participating County submitting the letter of intent to withdrawal will be solely responsible for reimbursing the LCC for the expense of this study.

Within 60 days of its withdrawal, the withdrawing county shall pay the Council its proportionate share in the current assets not funded at 120% of the Council's current liabilities [  $(\text{total assets} \times \% \text{ over(under) funded}) / \text{Participating County share}$  ], less its proportionate share of the Council's net assets. Proportionate share is based on the number of persons appointed to the Board at the time of its establishment.

The withdrawing county shall also pay, within 60 days of its withdrawal, its proportionate share in funding the Council's current pension plan at a 120% ratio of the Valuation Assets to Actuarial Accrued Liability, based on the most recent actuarial for the Council's plan.

If future claims are made after the accounting of the assets and liabilities or the pension plan of the Council, the six (6) Participating Counties under the original 1996 establishment of the LCC agreement shall be notified. Each of the 6 counties shall be liable in proportionate shares for these unknown liabilities, regardless of a Participating County's prior or subsequent withdrawal from the original establishment of the Council. The provisions set forth in this Paragraph 11 shall continue notwithstanding the termination of this Agreement. Any liabilities surfacing or known at this time which were incurred prior to the withdrawal dates of Cass and Van Buren counties, remain liabilities of all counties that were participating at the time of the event.

## 12. TERMINATION OF AGREEMENT:

This Agreement may be terminated by action taken by the Boards of Commissioners of a majority of the participating counties upon giving ninety (90) days written notice to the other participating counties and to the Bureau of Substance Abuse and Addiction Services (BSAAS) and to the Council. The Council shall, upon receipt of such notices(s), hold a formal meeting for the purpose of dissolution and shall prepare a final report including a financial report and transmit the same to all participating counties. Upon the dissolution of the Council, the Board of Directors shall, after paying or making provision for the payment of all the Council's liabilities, dispose of all remaining assets between and among the MDCH/Bureau of Substance Abuse and Addiction Services (BSAAS), and the Counties of Allegan, Berrien, Muskegon, and Ottawa in such manner as shall be determined by mutual agreement at the time of Council dissolution.

13. SEVERABILITY:

If any part or section of this Agreement is found to be invalid by a court of law, the remaining sections shall remain in full force and effect.

14. EFFECTIVE DATE:

This Amended and Restated Agreement shall become effective on February 1, 2012.

15. CONFLICT:

If any provision of this Agreement is in conflict with the provisions of Michigan law, the provisions of Michigan law shall prevail.

16. SEPARATE STATUS OF COUNCIL:

The Council shall be treated as a separate legal entity. The Council shall perform all the functions and duties required of it pursuant to this Agreement, as well as those duties which are mandated or permitted by MSA 14.15(2228); MCLA 333.6228.

BY-LAWS  
OF THE  
LAKESHORE  
COORDINATING  
COUNCIL

ARTICLE I

Name of Organization; Authority

Section 1: Name

Lakeshore Coordinating Council

Section 2: Authority

These by-laws are adopted in accordance with the provisions of Article 6, Section 3 of the Michigan Public Acts 368 of 1978, as amended, and an agreement made and entered into on the 15th day of April, A.D., 1996, by and between the **County of Allegan**, Michigan, a Municipal Corporation; the **County of Berrien**, Michigan, a Municipal Corporation; the **County of Cass**, Michigan, a Municipal Corporation; the **County of Muskegon**, Michigan, a Municipal Corporation; the **County of Ottawa**, Michigan, a Municipal Corporation and the **County of Van Buren**, Michigan, a Municipal Corporation. [The County of Van Buren withdrew as a participating county effective 10/1/02. The County of Cass withdrew as a participating county effective 10/1/07.]

ARTICLE II

Purpose and Intent

Section 1: Purpose

The Agency shall plan, coordinate and oversee the delivery of substance abuse services within the counties of Allegan, Berrien, Muskegon, and Ottawa, Michigan, pursuant to the provisions of 1978 PA 368, Article 6, as amended. The Counties of Allegan, Berrien, Muskegon, and Ottawa jointly establish the regional coordinating agency, hereinafter referred to as the Lakeshore Coordinating Council, for the purpose of inventory, review, planning and coordination of programs and facilities which provide services for the prevention, treatment and rehabilitation of individuals dependent upon or abusing alcohol and/or drugs, and for any other lawful purposes set forth in 1978 PA 368, Article 6 as amended, and the Agreement entered into between said counties. In addition, the Agency may accept and disburse and administer grant funds for the substance abuse programs, and shall promote and support making a comprehensive range of treatment, rehabilitation and prevention services available to all citizens within the 4 county region.

Article III

Responsibilities

Section 1: Specific Responsibilities

The Agency shall include but not be limited to the following functions:

- a) Develop comprehensive plans for substance abuse treatment and rehabilitation and prevention services consistent with guidelines promulgated by the Michigan Department of Community Health (MDCH).
- b) Review and provide recommendations to the State of Michigan on applications for licenses submitted by local treatment, rehabilitation and prevention organizations.
- c) Provide technical assistance for local substance abuse service organizations.
- d) Collect and transfer data from local licensed and accredited organizations to the State of Michigan, as required.
- e) Submit an annual budget request for the use of state-administered funds for substance abuse treatment, rehabilitation services and prevention services in accordance with MDCH guidelines.
- f) Enter into contracts necessary and incidental to the performance of the agency's function with public or private agencies, organizations, associations, and individuals to provide for substance abuse treatment, rehabilitation services, and prevention services.
- g) Regularly evaluate and assess substance abuse services in the region in accordance with guidelines established by MDCH.
- h) Accept, disburse and administer grant funds for substance abuse service programs.

Article IV

Agency Board of Directors

Section 1: Members

The Agency Board of Directors shall consist of eight (8) members; two (2) from Allegan County, two (2) from Berrien County, two (2) from Muskegon County, and two (2) from Ottawa County, and shall be appointed as provided for in Article V.

Article V

Lakeshore Coordinating Council Board of Directors

Appointment; Term; Vacancies; Removal

Section 1: Lakeshore Coordinating Council

The Lakeshore Coordinating Council Board of Directors shall consist of eight (8) members; two (2) of whom shall be appointed by the Board of Commissioners of the County of Allegan; two (2) of whom shall be appointed by the Board of Commissioners of the County of Berrien, two (2) of whom shall be appointed by the Board of Commissioners of the County of Muskegon, and two (2) of whom shall be appointed by the Board of Commissioners of the County of Ottawa. Each County Board of Commissioners may also appoint an alternate member to each regular member.

Section 2: Term

The term of office of the original members shall expire on December 31, 1996, for members appointed for one (1) year terms; December 31, 1997, for members appointed for two (2) year terms. With the exception of the original members of the Agency, all terms of office shall commence on the first day of January and continue for two years.

Section 3: Vacancies/Removal

Vacancies shall be filled for the unexpired term pursuant to the provisions for appointing members by each appointment unit. Any member appointed by a County Board of Commissioners shall serve at the will of that Board and may be removed by that Board without cause at any time.

Article VI

Advisory Committee

Section 1: Members

The various Boards of Commissioners shall appoint members to serve on an Advisory Committee to the Agency. The Advisory Committee membership shall be drawn from:

- a) Public and private treatment and prevention agencies;
- b) Client or patient groups or individuals who have been directly served by substance abuse treatment/rehabilitation or prevention programs;

c) The community at large, including civic organizations, business, labor, etc.

The Advisory Committee shall consist of eleven (11) members; two (2) of whom shall be residents of the County of Allegan, three (3) of whom shall be residents of the County of Berrien, three (3) of whom shall be residents of the County of Muskegon, and three (3) of whom shall be residents of the County of Ottawa.

#### Section 2: Appointments

With the exception of the original members of the Advisory Committee, all terms shall be for two years with the term of office commencing on January 1.

#### Section 3: Vacancies/Removal

Vacancies shall be filled for the unexpired term pursuant to the provisions for appointment of members by each appointing unit. The appointing unit may remove any appointed members for non-performance of duty or misconduct, as determined by the appointing unit.

### Article VII

#### Lakeshore Coordinating Council

##### Director Section

#### Section 1: Appointment

The Coordinating Agency may appoint a Director who shall exercise such powers and functions as the Agency may direct and under the general direction of the Agency.

#### Section 2: Compensation

If appointed, the Director shall receive such compensation as may be fixed from time to time by the Agency.

#### Section 3: Powers

If a Director is appointed, he or she may hire staff subject to approval and conditions of the budget established by the Agency. If appointed, the Director shall serve at the will and pleasure of the Agency subject to any conditions which the Agency may establish. The Agency may establish personnel policies which it deems appropriate, provided the same adheres to all State of Michigan and Federal laws pertaining to discrimination in employment.

Article VIII

Meetings, Order of Business, Quorum, Agenda

Section 1: Organizational Meeting

The organizational meeting of the Agency shall be on the first Friday of February of each year.

Section 2: Regular Meetings

Regular meetings of the Agency shall be held eight (8) times per year, on the first Friday, except when said meeting falls on a holiday, then in such event, said meeting shall be held on a date selected by the Board of Directors.

Section 3: Special Meetings

Special meetings of the Agency may be called by the Chairperson or any three (3) Agency members on five (5) days notice to each Agency member, either personally, mail, or e-mail. Said notice shall include the location, time and purpose(s) of such meeting, and shall comply with the provisions of the Open Meeting Act, being 1976 PA 267; MCLA 15.261, et seq.

Section 4: Attendance

All Agency members must meet the attendance obligations as specified. An Agency member that will knowingly be absent from an official proceeding of the Board of Directors shall notify the Chairperson or the Executive Director as soon as possible prior to said meeting. If a member misses three (3) meetings in any one calendar year, the Chairman of the respective County Board of Commissioners shall be notified.

No per diem or mileage will be paid to Agency members by the Council for attendance at regular, special, or committee meetings. Agency members may receive per diem or mileage from their County Board of Commissioners, according to County guidelines.

Section 5: Order of Business

The agenda for the Agency meetings shall be: Call to Order, Roll Call, Approval of Minutes, Approval of the Agenda, Public Comment (Two Minute Limit), Officers Reports, Committee Reports, Old Business, New Business, Announcements, Public Comment, Adjournment. When not otherwise provided for by these By-laws, all meetings will be conducted according to Robert's Rules of Order.

Section 6: Quorum

The following quorum requirements shall be observed:

- a) Regular/Special Agency Meetings - a majority of the Agency members then appointed and in office shall be present in order to conduct business, provided, however, that vacancies shall not be counted in computing a quorum;
- b) A majority of the total Agency members then appointed and in office must approve all resolutions and contracts.
- c) The chair is a voting member of the Board for the approval of resolutions, motions, and contracts.

Article IX

Meeting Notice

Section 1: Meeting Notice

Notice of all meetings shall be mailed to each of the members of record directed to his/her last known Post Office address, at least five (5) days immediately preceding said meeting. Notices shall be posted as required by the Open Meetings Act, being 1976 PA 267; MCLA 15.261, et seq.

Article X

Officers/Agents

Section 1: Officers

Agency officers must be elected officials of the County Board of Commissioners. If an Agency officer is no longer serving as an elected official of his/her respective County Board of Commissioners, a new appointment must be made by the Agency to replace the non-elected official.

The officers of the Agency shall be a Chairperson, Vice Chairperson, Secretary-Treasurer. The officers shall be divided in such a way so that the Executive Committee reflects composition of the various counties.

Section 2: Election of Officers

The election of officers shall take place at the Organizational Meeting each year. A majority of the total Agency is required to elect each officer.

## Article XI

### Duties of Officers

#### Section 1: Chairperson

The Chairperson shall preside at all meetings of the Agency. He/she shall appoint the Chairperson and members of all Committees with the approval of the Agency and shall establish whatever committees may be required from time to time to accomplish the work of the Agency. He/she shall be an ex-officio of all committees, except the Nominating Committee. He/she shall be one of the signers of all the contracts and agreements approved by the Agency.

#### Section 2: Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in his/her absence. He/she shall undertake such responsibilities as the Chairperson may assign him/her.

#### Section 3: Secretary-Treasurer

The Secretary-Treasurer shall be custodian of the records and the documents of the Agency, except the Financial Reports, and shall cause to be maintained a record of the proceedings of all meetings. The Secretary-Treasurer shall be responsible to assure that the Open Meetings Act, being 1976 PA 267; MCLA 15.261, et. seq., is complied with. The Secretary-Treasurer shall see that the accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Agency. The Secretary-Treasurer shall be one of the signers of the resolution along with Agency's Director. The Secretary-Treasurer shall have such other duties and responsibilities as the Agency may from time to time determine.

## Article XII

### Effective Date/Amendments/Conflict

#### Section 1: Effective Date; Amendments

These by-laws shall take effect upon adoption by the Agency and ratification by the Allegan, Berrien, Muskegon, and Ottawa County Boards of Commissioners. Any amendments, changes, modifications or repeal of these By-laws shall take effect at the first official meeting after such amendments, changes, modifications or repeal of the same.

Section 2: Conflict

If any provision of these By-laws is in conflict with 1978 P.A. 368, as amended, then, in such event, the provisions of 1978 shall prevail.

Article XIII

Separate Status of Agency

Section 1: Separate Status of Agency

The Agency shall be a separate legal entity. Said Agency shall perform all the functions and duties, required of it pursuant to the Agreement entered into between Allegan, Berrien, , Muskegon, and Ottawa Counties, dated April 15, 1996, as well as those duties which are mandated pursuant to 1978 P.A. 368, as amended.

Article XIV

Appeal Process

Any individual or entity adversely affected by an action or determination of the Council has the right to appeal such action or determination according to the steps outlined below, within thirty days of such action or determination. All steps shall be followed in sequence and documented in writing.

Step 1. Informal Resolution:

A satisfactory resolution of any adverse action or determination shall be sought through discussion and correspondence with the Executive Director of the Council.

Step 2. Appeal to Advisory Committee:

If the appeal is not satisfactorily resolved in step 1, written notification of an appeal shall be submitted by the Appellant to the Advisory Committee. This notification of appeal shall contain documentation of the adverse action or determination appealed from. It must also cite other avenues or relief previously followed by the appellant or any planned in the future. The appeal notification may also request a hearing before the Advisory Committee at its next regular meeting or if the next regular meeting is more than 45 days in the future from the date of the request for an appeal hearing, a request for a special meeting can be submitted.

The Advisory Committee shall respond, in writing, to any request for an appeal hearing within 30 days of the receipt of that request. In its written response the Advisory Committee will specify time, location, and procedures to be observed in preparing for and conducting the hearing. The same written response will indicate what materials the Advisory Committee may determine that it requires and the schedule and procedures for submitting those materials. Following the appeal, the Advisory Committee may have up to 30 days to reach a decision and it may, at its discretion, request additional materials or information. Following its decision, the Advisory Committee will notify the appellant and the LCC Board of its decision in writing.

Step 2.5 Review of Favorable Determination by Board of Directors:

If the Advisory Committee rules in favor of the appealing party or parties, the written report on its ruling shall be submitted to the Board of Directors of the Council. The Board of Directors must then act to uphold or deny the ruling of the Advisory Committee at its next regular meeting and notify the appealing party or parties, attaching a written report of the Advisory Committee ruling on the appeal.

Step 3. Appeal to Board of Directors:

If the Advisory Committee denies the appeal, the appealing party or parties may appeal directly to the Board of Directors within 20 days after notification of denial by the Advisory Committee. The appeal must be made in writing and include a response to the Advisory Committee's stated rationale for denial. A hearing before the Board of Directors may also be requested. The Board of Directors shall respond to the request for a hearing within 45 days of receiving the written appeal. Within 30 days following a scheduled hearing, the Board will issue a written decision on the appeal. This response to the appealing party or parties shall state the rationale used in arriving at the decision.

Step 4. Further Appeal:

Further appeals of the decision will be conducted in accordance with the provisions of the Administrative Procedures Act, MSA 3.560 (101) et seq.; MCLA 24.201 et seq., as amended.

Article XV  
Conflict of Interest

Board of Directors

Since the Board of Directors of LCC are responsible for regional policy, monetary disbursement and contractual issues, the elimination of conflict of interest situations is

necessary. Additionally, the conflict of interest policy is consistent with the Michigan Regulations of Monetary Procurement.

A Board member who is either an employee, officer or agent of an entity shall not participate in selection, or in the award or administration of a contract supported by LCC funds if a conflict of interest, real or apparent would be involved. A conflict arises when:

- a. The employee, officer or agent;
- b. Any member of his/her immediate family;
- c. His or her partner or;
- d. Any organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

If a conflict of interest situation exists, the particular member(s) are required to refrain from discussion and voting on issues relating to the entity in which conflict of interest exists.

STATEMENT OF CONTINUING GOALS AND OBJECTIVES

GOALS:

To facilitate and coordinate the development and operation of a comprehensive continuum of services for area citizens including prevention, treatment, and rehabilitation.

To prevent the abuse of alcohol and other drugs in our region.

To arrest and reduce existing levels of abuse and associated problems.

To treat and rehabilitate alcohol and other drug abusers and those significant others impacted by the abuser.

To contribute to and participate in the growth and operation of a full range of compatible programs in other localities, the state and nation.

OBJECTIVES:

Help develop and coordinate the operation of a system of prevention services in our region.

Increase citizen awareness of and participation in local measures to prevent, reduce, or treat problems.

Establish cooperative relationships and programs of activity with other human services providers.

Help develop and coordinate the operation of programs for early detection and intervention in alcohol and other drug problems.

Conduct continuing assessments of needs and resources to help in planning the most effective, needed programs.

Provide for the highest quality of treatment and rehabilitative services consistent with need and resources.

Continuously evaluate programs and services to ensure quality of care and efficient use of resources.

Sponsor and facilitate continuing training, skills improvement, and technical assistance to our region.

FUNCTIONS:

Finance - relates to financing of both LCC and service providers in the region through subcontracts covering revenues, expenditures, and accountability,

Information System - LCC functions as the central collection point, repository, and management point for data collected for the Statewide Data System,

Research & Development - encompasses the development of new services, review of current research and application of same to regional needs, and facilitation/encouragement of research within our system,

Personnel - relates to hiring, supervising, managing LCC agency personnel and includes performance evaluations, benefits, staff development, and salary and benefits.

Marketing - involves public awareness, assessment of community knowledge, determination of community needs and development of necessary strategies to meet needs,

Quality Control - involves evaluation of the service quality purchased with LCC administered funds and acting on those evaluations,

Services - relates to the development and maintenance of the service delivery system in the region. This function is the logical outgrowth of other functions including,

Planning - which is used to identify needs, develop strategies to meet needs, and perform the necessary steps to implement and operate those strategies effectively and efficiently.

## POLICY

The Lakeshore Coordinating Council's, (hereinafter, the Agency) Board of Directors, (hereinafter, the Board), is the sole policy making body for the Agency. Policy adopted by the Board, consistent with applicable Federal, State and local statutes, determines agency procedures and governs agency operation.

Policies express, in the most inclusive terms possible, the intent and will of the Board. They are formulated to promote the realization of the Agency's mission on behalf of the citizens served by the Agency.

It shall be the policy of the Board that agency operations be conducted in accordance with the procedures stated in the "Procedures" section of this manual (following). Procedures are approved by the Board and effective upon a majority vote of Board members or on such date as may be specified in the procedure as adopted by the Board.

It shall be the policy of the Board that the allocation of funds within the region follow Board developed and approved guidelines.

It shall be the policy of the Board that regional allocations be balanced relative to the Board's adopted allocation criteria. Special population grants or funds for regional services shall not be counted in determining such balance. Imbalances shall be corrected using, as first source of funds, new funds or, as second source, funds from programs that are not fully utilizing their existing allocations.

It shall be the policy of the Board that Agency's functional areas of funding and contracting, data collection and management, assessment and planning, evaluation, financial operations, and personnel policies be explicitly addressed by Board approved procedures.

It shall be the policy of the Board that the Agency and all programs with a sub-contractual relationship will comply with all applicable state and federal laws, rules, and executive directives dealing with illegal discrimination against employees, sub-grantees and recipients of services on the basis of race, color, natural origin, sex, age, religion, height, weight, marital status, or handicap.

It shall be the policy of the Board that no person shall be arbitrarily excluded from participation, denied any benefit, or subjected to any discrimination on the basis of their inability to pay for services up to the limits of available state-administered funds.

It shall be the policy of the Board that all facilities, programs, and services supported in whole or part by LCC administered funding be available and responsive, as appropriate to their intended purposes, to all members of the population whose potential or actual substance abuse causes physical, psychological or social harm to themselves or others, including prevention services.

It shall be the policy of the Board that no individual shall be made the subject of any physiological or psychological research unless such individual explicitly agrees in writing to become a subject of such research.

It shall be the policy of the Board that all facilities, programs, and services shall comply with provisions for confidentiality of case records of clients.

It shall be the policy of the Board that written plans with explicit goals and objectives be associated with requests for or granting of funds.

It shall be the policy of the Board that prospective clients be referred to the least restrictive level of treatment intensity commensurate with the individual's need as established by the results of a uniform assessment specifically adopted and administered to determine needed level of care.

It shall be the policy of the Board that length of stay norms for treatment and co-dependent treatment be established subject to periodic review and/or adjustment.

It shall be the policy of the Board to insure that all contracts contain provisions calling for the observation of Federal and/or state admission priorities. The Federal Block Grant regulations (CFR 96.131) require that preference for treatment admission be applied in the following order: (1) pregnant injecting drug users; (2) pregnant alcohol/drug users; (3) injecting drug users; (4) "A parent whose child has been removed from the home under the Child Protection Laws of this state or is in danger of being removed from the home under the Child Protection Laws of this state because of the parent's substance abuse"; (5) all others. In addition the board elaborates admission priorities category 5, "all others", as follows: (5.1) all non-incarcerated eligible clients, with women with dependent children given priority within this category, and (5.2) incarcerated, eligible clients. Incarcerated, as herein used, includes those convicted but awaiting sentence, and those who might be eligible for parole if they agree to enter treatment.

This policy encompasses requests for treatment authorization assessments by the Access Management System (AMS) . They may conduct such assessments as their time and resources permit and in such locations and circumstances as the AMS Agency Director deems consistent with the good and prudent operation of the Agency. Nothing in this policy shall be construed as limiting the right of the AMS to separately contract to conduct prior authorization assessments that are paid for with funds other than those reserved to the use of citizens served by Lakeshore Coordinating Council so long as this separate contracting and associated activity do nothing to diminish the AMS's ability to meet its LCC contractual obligations.

**LCC Residency Policy** - adopted 5/31/2002, revised 1/24/2008

It shall be the policy of the Lakeshore Coordinating Council (LCC) that the treatment funds it administers are primarily to provide services for the current Michigan residents of the LCC region. Residency in the area shall be established by evidence of a permanent address within the State of Michigan for the last 30 or more calendar days, and a current residence within the LCC region.

Acceptable documentation may include a Michigan driver's license, state identification, school identification, auto registration, voter registration, a bank document, or other dated/addressed document from an official governmental unit, school, or employer.

The minimum number of Michigan residency days may be waived for pregnant women, or migrant labor families, but a local address is expected. Non-resident, from Michigan counties outside the LCC region, may apply to LCC for funding assistance, using the *Non-Resident Service Request Form* and will be considered on an individual basis.

In the event of non-resident service requests for persons meeting the Michigan Department of Community Health (MDCH) priority client definitions, as specified in LCC's active prime contract with the MDCH, approval for LCC services will be given whenever clinically and financially possible.

LCC-funded treatment providers may admit non-residents to treatment, but will have to seek payment from the client or other sources, unless specifically approved by LCC. All persons funded in whole or in part by LCC must qualify for funding assistance using the LCC sliding fee scale, or Medicaid, Adult Benefits Waiver, or MiChild eligibility with local Department of Human Services registration, and/or local PA2 provisions. Residency will end after 30 days when a person moves out of the region, unless continuation is applied for.

Persons who are not living within the State of Michigan, such as persons from bordering states, may be considered for LCC funding support only by special request. In such cases, there will be a minimum 25% co-pay responsibility for the client, regardless of sliding scale eligibility. Residents of other states will be eligible only for screening, assessment, and limited outpatient treatment services, and will be expected to apply for and enroll in public benefits offered by their home states as quickly as possible. (Example: Indiana residents must apply for Healthy Indiana Plan or Indiana Medicaid.)

#### Residency In or Out of Region

County of client residence may be outside the LCC-funded region, other than for Medicaid eligible clients, if the client is qualified within one or more of the state/LCC identified priority populations:

- a) Pregnant female (verified)
- b) Active injecting drug user
- c) Woman caring for minor dependent child(ren)
- d) Parent (male or female) working to regain custody of child(ren)—active CPS/DHS case involving parent's alcohol or illicit drug use.
- e) Serious communicable disease carrier (must be verifying medical documentation in client record). This includes active TB, HIV, syphilis, gonorrhea, and hepatitis.
- f) Minor child whose parent is also active in treatment, or has been within the past 5 years (must have some documentation).

A request for non-resident service should be sent to LCC indicating priority status category, but assessment and/or outpatient counseling services may commence without waiting for LCC non-resident approval. Expenditures will come out of LCC region available funds without adjustment from the state, so this should not be encouraged, but is allowed. Expectation is that requests will be from residents of adjacent counties, and that services are somehow unavailable to client via his/her home coordinating agency region network, due to capacity, location, language or schedule barriers.

**LCC Coordination of Benefits Policy** - *adopted 9/5/03*

**I. POLICY:**

It shall be the policy of the Lakeshore Coordinating Council, its affiliates, and contractors, to promote the utilization of all insurance and other benefit coverage a consumer may have in a systematic way, as well as to assure coordination between Substance Abuse services and CMH, for the benefit of their clients.

**II. PURPOSE:**

To determine which health insurance or benefit source pays for substance abuse and mental health services for both internal and external providers and to ensure coordination between service providers. To facilitate effective and timely communication in order to assure coordination of care between the publicly-funded substance abuse and mental health systems and their local service providers.

**III. APPLICATION:**

This policy applies to all clients served by the treatment contractors of Lakeshore Coordinating Council, its affiliated CMH agencies, as well as all employees and contracted licensed independent practitioners and other contracted providers that serve them (herein referred to as "agency staff").

**IV. PROCEDURE:**

A. At intake and during the individual treatment planning process, service provider staff will ensure that all identifiable insurance or benefit programs available to a client are considered when the service package is designed.

1. Services originate from a call or visit to the LCC-contracted agency or CMH.
2. Provider agency staff will collect insurance and benefit information in the course of screening the client to identify needed services, and document this information. To the extent possible, given the client's needs and choices, staff

will work to coordinate benefits of multiple insurance or other benefit coverage to use private insurance or benefit packages prior to using Medicaid or Block Grant or other LCC-managed or CMH-managed funding. The following options could be considered, in discussion with the client:

- a. Referring to service providers or specific staff qualified to be paid for by the client's insurance (examples: Blue Cross participating agencies for BCBSM subscribers, Masters in Social Work degree staff for Medicare eligible consumers), or requesting/authorizing an enhanced schedule of Outpatient Services as an alternative to more intensive services.
  - b. Scheduling an initial full assessment or evaluation to confirm the need for specialized substance abuse and/or mental health services, and to more thoroughly match the services available with the client's needs and resources.
  - c. Referring eligible clients to CMH agency for a full assessment of their mental health or developmental disability service needs.
3. Depending upon the benefits available to the prospective client, agency staff may refer to internal services their agency provides, to another LCC-contracted service provider, to a local CMH service agency for mental health or developmental disability services, or to other appropriate services, or to a combination, as seems appropriate. When both substance abuse and mental health services appear to be needed, agency staff will refer the client to a CMH or affiliated specialty program for persons with co-existing disorders, if available, or to an appropriate mix of substance abuse service and mental health service providers, either internal or external to the initial contact agency.
  4. When referrals are made to both a substance abuse contractor and separate CMH/mental health service provider, the referring agency staff will notify the receiving substance abuse and CMH agency contact persons that coordination of care is necessary between them.
  5. The contractors /affiliates will follow their respective procedures for data entry, service billing, client records, and information releases.
- B. Mental Health services for clients needing integrated Substance Abuse and Mental Health services:
1. Combined SA/MH services may be provided by local CMH or affiliated mental health service agency staff with documented competence and qualifications for the provision of Substance Abuse Services and for Mental Health Services, as required by the State of Michigan, including all necessary licenses and certifications. Local CMH or other service providers may be able to bill authorized units of this integrated service to LCC funding, if a pre-existing

funding contract for direct substance abuse services exists between LCC and the local CMH / provider, and the client meets funding qualifications.

2. If substance abuse and mental health services are to be delivered by more than one worker within an agency (such as a physician, social worker and specialized substance abuse or mental health counselor), the treatment /service plan(s) shall identify and assign responsibility for coordination among workers, according to internal policies and procedures.
- C. When Mental Health services are being performed by a CMH or affiliated provider agency outside the LCC-contracted substance abuse agency, the substance abuse service contractor will ensure that the treatment plans of both agencies are coordinated.
- D. The Substance Abuse Services contractor will ensure that documentation is faxed or mailed to the Mental Health Services provider when authorized with written release by the client in accordance with the policies and procedures of the agency.
1. Documentation to be exchanged will include, as appropriate:
    - a. Access / Screening, Assessment, and Referral records
    - b. Psychiatric Evaluation
    - c. Emergency services records
    - d. Health examination, including laboratory testing records
    - e. Risk/Significant change in condition
    - f. Use or change of psychotropic medications
    - g. Use of alcohol and/or other, illicit drugs
    - h. Pertinent court-imposed or other legal restrictions
    - i. Discharge from a treatment level or category.
  2. A standard document format developed by each service agency should be used, in compliance with federal 42CFR confidentiality and HIPAA privacy requirements, for the purposes of faxing or mailing documentation.
  3. Any agency staff who conduct verbal or written exchanges with internal or external service providers will document such contacts in the consumer's records and in compliance with state licensing, accreditation, federal code 42CFR, and HIPAA privacy and security requirements.

**LAKESHORE COORDINATING COUNCIL**  
**ANTI-HARASSMENT POLICY**

Lakeshore Coordinating Council provides a workplace for employees where verbal or physical harassment on account of their sex, race, national origin, religion, age, height, weight, marital

status, disability/handicap, or any other protected classification will not be tolerated. While all forms of discriminatory harassment are prohibited, the Equal Employment Opportunity Commission (EEOC) Guidelines (29 CFR, Section 1604.11) specifically hold that sexual harassment in the workplace constitutes discrimination on the basis of sex, and is therefore a violation of Title VII of the Civil Rights Act of 1964. Such harassment is also a violation of the Michigan Civil Rights statute.

The EEOC defines such illegal sexual harassment to include (1) “unwelcome sexual advances”, (2) “requests for sexual favors”, and (3) “other verbal or physical conduct of a sexual nature”, Where:

- a. “Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment.”
- b. “Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual.”
- c. “Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance.”
- d. “Such conduct has the purpose or effect of unreasonably creating an intimidating, hostile, or offensive working environment.”

Lakeshore Coordinating Council will not condone such conduct and violations of this policy are grounds for disciplinary action up to and including discharge. This policy is also to be observed by outside vendors, suppliers, contractors, subcontractors, or anyone else doing business with LCC. Violations of this policy are grounds for termination of contract or purchase agreement.

**Procedures:**

If you feel you have been subjected to discriminatory harassment, you should promptly contact the Executive Director. If you prefer to talk with someone of your own gender, that will be arranged. If, for some reason, it is not appropriate to take the matter to the Executive Director, you have the option to go to the Director of Finance.

All complaints and concerns will be handled with discretion and will be kept confidential to the extent possible and on a need to know basis. There will be no retaliation against any employee who files a bona fide complaint or who assists in the investigation of a complaint. Such complaint shall be immediately investigated and reviewed in an effort to resolve the matter internally and promptly. Any complainant, feeling adversely affected by the decisions made at any point in this procedure, maintains all of the external legal remedies set forth in Title VII of the Civil Rights Act of 1964 and the Michigan Civil Rights Act.

## Lakeshore Coordinating Council

### Credit Card Use Policy

The Board of Directors of the Lakeshore Coordinating Council hereby approve that the following Credit Card Use Policy take effect this day, August 3, 2007.

WHEREAS, Public Act 266 of 1995 was established to authorize and regulate the use of credit cards for local units of government as adopted by written policy or resolution, and

WHEREAS, the Lakeshore Coordinating Council deems that it may be necessary to make certain financial transactions by using a credit card as described in the Act, now

THEREFORE BE IT RESOLVED, that the following policy shall govern the use of agency credit cards:

- (a) The Director of Finance is responsible for issuing, accounting for, monitoring, retrieving and generally overseeing compliance with the agency's credit card policy.
- (b) Agency credit cards may be used only by an officer or employee of the agency for the purchase of goods or services for the official business of the agency.
- (c) Agency officers and employees who use a credit card shall, as soon as possible, submit a copy of the vendor's credit card slip to the Director of Finance. If no credit card slip was obtained that described the transaction, the employee shall submit a signed voucher that shows the name of vendor or entity from which goods or services were purchased, the date and the amount of the transaction, the official business that required the transaction, and the chart of account number indicating the line item to which the transaction is to be charged. All credit card slips shall include this information as well. Vouchers shall also include a statement why a credit card slip was not obtained.
- (d) An official or employee who is issued a credit card is responsible for its protection and custody. If a credit card is lost or stolen, the Director of Finance shall be notified. The entity issuing the lost or stolen credit card shall be immediately notified to cancel the card.
- (e) An officer or employee issued a credit card shall return the credit card to the Director of Finance upon termination of his or her employment or service with the agency.
- (f) The Director of Finance shall maintain all credit cards owned by the agency and keep track of who has received the credit card to make agency purchases. Each employee will receive a copy of this policy.

The Director of Finance shall review each credit card statement as soon as possible to ensure that transactions comply with this policy. Any transactions that appear on the statements that are not documented with a credit card slip or a signed voucher shall be immediately investigated. Transactions that do not appear to comply with this policy shall be reported to the Executive Director.

(g) The Board or Directors shall not approve a payment to the entity issuing the credit card until all transactions have been verified and submitted by the Director of Finance for approval.

(h) The balance, including interest due on an extension of credit under the credit card arrangement, shall be paid for within not more than 60 days of the initial statement date.

(i) Officers and employees who use an agency credit card in a manner contrary to this policy shall be subject to the following disciplinary actions, as deemed appropriate by the Executive Director or presiding Chairman of the Board of Directors:

- verbal counseling
- written reprimand
- suspension
- termination
- reimbursement to the agency for unauthorized expenditures.

**LAKESHORE COORDINATING COUNCIL  
FEDERAL FALSE CLAIMS ACT POLICY**

**PURPOSE:**

This policy establishes that Lakeshore Coordinating Council actively guards against Medicaid fraud and abuse.

**POLICY:**

It is the policy of Lakeshore Coordinating Council to stop and eliminate waste, fraud and abuse with respects to payments to Lakeshore Coordinating Council from Federal or State programs providing payment for patient care. This policy applies to all employees, management, contractors and agents of Lakeshore Coordinating Council.

This Policy shall be distributed to all current and new employees and to all current and future contractors of Lakeshore Coordinating Council. Information from the policy will be included in the employee handbook of Lakeshore Coordinating Council.

It is our obligation to protect the enrollee against fraud and abuse which is a theme that permeates all Federal and State regulations.

**DEFINITION(S):**

The Federal False Claims Act (FCA): The FCA provides a powerful legal tool to counteract fraudulent billings turned in to the Federal Government. The FCA was expanded to include Medicare and Medicaid programs in 1986. The Act establishes liability when any person or entity improperly receives from or avoids payment to the Federal government--tax fraud excepted. In summary, the Act prohibits:

1. Knowingly presents the government with a false claim for payment
2. Knowingly makes a false statement to get a fraudulent claim paid
3. Conspires to defraud the government by getting a false claim paid by the government
4. Knowingly makes a false record of statement to conceal, avoid, or decrease an obligation to pay the Government
5. Causing a false claim to be submitted

Anyone who violates the FCA is liable for a civil penalty of \$5,500 to \$11,000 per claim, plus three times the amount paid; can be liable for the costs of a civil action brought to recover any penalties or damages; be excluded from participating in Medicare, Medicaid, and other government programs; and may face Federal criminal enforcement for intentional participation in the submission of a false claim.

Michigan False Claims Act: An act to prohibit fraud in the obtaining of benefits or payments in connection with the medical assistance program; to prohibit kickbacks or bribes in connection with the program; to prohibit conspiracies in obtaining benefits or payments; to authorize the attorney general to investigate alleged violations of this act; to provide for the appointment of investigators by the attorney general; to ratify prior appointments of attorney general investigators; to provide for civil actions to recover money received by reason of fraudulent conduct; to provide for receivership of residential health care facilities; to prohibit retaliation; to provide for certain civil fines; and to prescribe remedies and penalties.

Fraud: An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. It includes any act that constitutes fraud under applicable Federal or State law.

Abuse: Practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care.

Qui Tam (Whistleblower) Law: The qui tam "*whistleblower*" law is a federal law that applies nationally. The qui tam law is designed to protect against the fraudulent use of public funds by encouraging people with knowledge of fraud on the government to blow the whistle on the wrongdoers. The law provides for whistleblowers to receive a reward in the form of a share of the recovery.

Anyone initiating a *qui tam* case may not be discriminated or retaliated against in any many by their employer. The employee is authorized under the FCA to initiate court proceedings to make themselves whole for any job related losses resulting from any such discrimination or retaliation.

A *qui tam* lawsuit must be filed within the later of the following: (1) six years from the date of the FCA violation; or (2) three years after the Government knows or should have known about the material facts concerning the FCA violation, but in no event longer than ten years.

## **PROCEDURE(S):**

### **I. Monitoring**

- A. Lakeshore Coordinating Council staff shall make reasonable efforts to detect and prevent fraud and abuse through the following monitoring activities:
  1. Provider site reviews
  2. Periodic interviews with LCC personnel regarding compliance
  3. Questionnaires developed to poll personnel within LCC regarding compliance
  4. Review of grievances and fair hearings
  5. Utilization Management operations
  6. Review of provider database searches

## **II. Provider Relations and Contracts**

1. Lakeshore Coordinating Council does not enter into contracts or other arrangements with providers that, directly or indirectly, pay or offer to pay anything of value, be it money, gifts, space, equipment or services, in return for the referral of consumers by the LCC for services paid by the Medicaid program or by any other federal or state health care program.
2. Lakeshore Coordinating Council does not enter into financial arrangements with providers that provide additional compensation or incentive payments for:
  3. Decreased volume of Medicaid services provided.
  4. Reduction or limitation of medically necessary mental health services to Medicaid beneficiaries or recipients of other federal or state health care programs.
5. Lakeshore Coordinating Council does not approve nor cause claims to be submitted to the Medicaid program or any other federal or state health care program for:
  1. Services provided as a result of payments made in violation of (A) above.
  2. Services that are not reasonable and necessary.
  3. Services that cannot be supported by the documentation in the medical record.
6. Lakeshore Coordinating Council does not enter into contracts with agencies or providers listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation, as required by current federal and state laws, or found to have a conviction related to health care will be excluded from providing the LCC funded services.

## **III. LCC Responsibilities**

- A. LCC shall develop internal policies and procedures to address Medicaid fraud and abuse prevention.
- B. Procedures will be implemented to screen employees and subcontractors to determine whether they have been (1) convicted of a criminal offense related to health care; or (2) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation as verified through the United States Health Services website at <http://exclusions.oig.hhs.gov> and the Excluded Parties Listing System at <http://www.epls.gov>. Employees or subcontractors found to have conviction or sanction or found to be under investigation for any criminal offense related to health care are to be removed from direct responsibility for, or involvement with, LCC funded services.

- C. Lakeshore Coordinating Council staff are to report all incidents of abuse and fraudulent activities to the Compliance Officer.
- D. Any threat or reprisal against a person who makes a good faith report is against Lakeshore Coordinating Council policy in accordance with the Whistleblower's provisions.

#### **IV. Education and Training**

- 1. All Lakeshore Coordinating Council employees have access to the Corporate Compliance Plan which addresses the following:
  - 1. Lakeshore Coordinating Council's commitment to compliance with all laws, regulations and guidelines of federal and state programs.
  - 2. What constitutes fraud and abuse in a Medicaid Managed Care environment.
  - 3. Provisions of the Qui Tam (Whistleblowers) Law.
  - 4. The consequences of failing to comply with applicable laws.
- B. Implement staff and contractor education addressing specific information regarding the False Claims Act and all whistleblower provisions.
- C. Employee handbook will include specific information in regards to the fraud and abuse laws, the whistleblower protection rights afforded to employees, and LCC's internal fraud and abuse policies and procedures.

#### **V. Developing Effective Lines of Communication**

- A. An open line of communication between the Compliance Officer and employees, providers, or others associated with Lakeshore Coordinating Council is critical to the successful implementation and operation of the Fraud and Abuse Policy.
  - 1. All employees and providers associated with Lakeshore Coordinating Council have a duty to report all incidents of Medicaid abuse and fraudulent activities to the Compliance Officer.
  - 2. A report to the Compliance Officer can be made in the following ways:
    - a. In person to the Compliance Officer
    - b. By calling 616-846-6720
    - c. Electronic Mail: [khartley@lakeshoreca.org](mailto:khartley@lakeshoreca.org)
    - d. By mailing a written concern to:

Compliance Officer, Lakeshore Coordinating Council,  
324 Washington Avenue, Grand Haven, MI 49417

## **Smoke-Free Workplace Policy**

Because we recognize the hazards caused by exposure to environmental tobacco smoke, as of this day, May 2, 2008, it shall be the policy of Lakeshore Coordinating Council (LCC) to provide a smoke-free environment for all employees and visitors. This policy covers the smoking of any tobacco products and the use of oral tobacco products or "spit" tobacco and applies to both employees and non-employee visitors of Lakeshore Coordinating Council.

### **Definition**

1. No smoking of tobacco products will be allowed within the facilities of Lakeshore Coordinating Council at any time.

The decision to provide or not provide designated smoking areas outside the building or within areas that are not owned or leased by LCC will be at the discretion of the United States Postal Service or, the current owner or lessee of the property.

2. There will be no tobacco use in personal vehicles when transporting persons on authorized business.
3. There will be no smoking of tobacco products within spaces rented or otherwise used for LCC-sponsored events away from the LCC office, to the extent of LCC's control.

### **Procedure**

1. Employees will be informed of this policy through signs posted within the office facilities, the policy manual, and during the orientation and training provided by their supervisors.
2. Visitors will be informed of this policy through signs, and it will be explained by their host.
3. The Lakeshore Coordinating Council will assist any employees who want help to quit smoking by providing them with materials and information to access recommended smoking cessation programs.
4. Any violations of this policy will be handled through the standard disciplinary procedure.

REVISION PAGE

1. Added admission priorities policy to Policy section, April 11, 1997.
2. Changed By-Laws to incorporate Amendment #1: appointment of alternate(s), Article V, Section 1, May 7, 1997.
3. Deleted appeal to state as part of Appeal Process, May 8, 1998.
4. Preference for treatment admission expanded to include a fourth priority per BSAS requirements, Policy section, April 3, 1999.
5. Changed By-Laws to incorporate Amendment #2: changed meetings to first Friday of each month, Article VIII, September 14, 2001
6. Added amendment attachment to Inter-local Agreement to drop references to Van Buren County and change Board and Advisory Committee configuration, September 6, 2002.
7. Changed By-Laws to incorporate Amendment #3: changed Board membership for withdrawal of Van Buren County. Articles II, IV, V, and XII were amended, September 6, 2002. Changed Advisory Committee membership affecting Articles VI, September 6, 2002.
8. Added LCC Residency Policy, May 3, 2002.
9. Added Coordination of Benefits Policy, September 5, 2003.
10. Added Anti-Harassment Policy, August 3, 2007.
11. Added Credit Use Policy, August 3, 2007.
12. Added Federal False Claims Policy, August 3, 2007.
13. Added Smoke-Free Workplace Policy, May 2, 2008.
14. Changed Agreement and By-Laws to drop references to Van Buren and Cass Counties, December 2011
15. Changed Agreement, Section 2 “Board of Directors of the Lakeshore Coordinating Council”, to eliminate the terms of office of the original members and the Van Buren and Cass Counties appointments; Amended Chairmanship annual rotation requirement to allow for an additional year term, December 2011.
16. Changed Agreement, Section 3 “Advisory Committee; Members; Appointments; Terms, and Vacancies”, to eliminate the terms of office of the original members and the Van Buren and Cass Counties appointments.
17. Changed references of the Center for Substance Abuse Services (CSAS) to the Bureau of Substance Abuse and Addiction Services (BSAAS), December 2011.
18. Changed Agreement, Section 9 “Annual Report”, to have yearly reports made on or before December 31 instead of December 1 and to allow yearly audited financial reports to be submitted instead of made.
19. Changed Agreement Section 14 “Effective Date” from April 15, 1996 to “Amended and Restated” on February 1, 2012.
20. Changed By-Laws to eliminate the terms of office for Cass County, December 2011.
21. Changed Article VIII, “Order of Business”, December 2011.
22. Added “Attendance” Section to Article VIII, December 2011.
23. Changed Article X, Section 1 “Officers”, to ensure members are elected officials, May 2011.
24. Changed references of Central Diagnostic and Referral Center (CDR) to Access Management System (AMS), December 2011.
25. Changed Agreement Section 11 to establish shared assets and liabilities of withdrawing counties, December 2011.

COPY

In Witness Whereof, the parties below signing this Agreement certify by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official, or agency. This Agreement is effective the date set forth above.

COUNTY OF ALLEGAN, MICHIGAN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

COUNTY OF BERRIEN, MICHIGAN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

COUNTY OF MUSKEGON, MICHIGAN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

COUNTY OF OTTAWA, MICHIGAN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title