



December 4, 2025

Emily Stetson
Genesee County Parks
5045 E. Stanley Rd.
Flint, MI 48506

Re: Agreement for grant number #2020.1925, *Flint River Access at the Confluence of the Swartz Creek* (please refer to this number on all correspondence directed to the Great Lakes Fishery Trust (GLFT) concerning this grant)

Dear Ms. Stetson,

Grant #2020.1925, *Flint River Access at the Confluence of the Swartz Creek*, was selected and approved by the Great Lakes Fishery Trust Board of Trustees on November 10, 2020, for an amount not to exceed \$150,000, contingent upon the following:

- The property is transferred from the private owner to the Uptown Reinvestment Corporation (URC), and the URC submits a letter of support for the project pledging public access.
- The Flint River Watershed Coalition (FRWC) secures the outstanding match funding.
- FRWC is granted an easement for at least 20 years to operate and maintain the site.
- A public access easement is established for the site for at least 20 years.

As of July 9, 2025, these contingencies have been met.

Enclosed is a grant agreement between the Great Lakes Fishery Trust (GLFT) and Genesee County Parks.

Each project requires a signed agreement within 60 days of your receipt of the agreement. The process for executing the agreement is as follows:

1. The grantee is sent a copy of the grant agreement through DocuSign and instructions for completing the agreement electronically.
2. The grantee reviews the agreement and (a) notifies the GLFT that changes need to be made, or (b) proceeds to execution through the steps below.
3. The grantee attaches all requested documentation to the respective appendices through DocuSign.
4. The grantee obtains all appropriate, authorized signatures required on the electronic copy of the agreement via DocuSign, with no additions to or subtractions from the agreement, except for the required documentation.
5. The GLFT obtains its necessary signatures for execution of the grant agreement.

Project #2020.1925

6. The GLFT sends the grantee an electronic copy of the fully executed grant agreement via email. The grant agreement copy will be followed by the first grant payment equaling 15 percent of the total grant award.

Please note that you must submit several documents to the GLFT along with the signed agreement as appendices. These documents are described on page 9 of the grant agreement. GLFT monies will not be distributed until the agreement is executed and the accompanying documentation is received. Please use the enclosed checklist worksheet to ensure that you have submitted all of the appropriate documentation with the signed grant agreement.

The table below outlines the payment and reporting schedule described in the attached and governing grant agreement. The payment column assumes the reporting requirements have been satisfied. Standard reporting guidelines, forms, and instructions are enclosed.

Report	Deadline	Due date	Payment	Percentage of total grant
Executed grant agreement	60 days from receipt of this letter	~01/30/2026	\$22,500.00	15%
Selected construction bid, design, and proof of contractor bonding		2/15/2026	\$112,500.00	75%
Project end date		05/31/2026		
Final report	60 days from grant end date	08/03/2026	\$15,000.00	10%

A **final report** (template enclosed in grantee folder) is due 60 days from the end of your grant term. Upon receipt and approval of the final report, the final grant payment equaling 10 percent of the total grant will be disbursed.

As I will be the grant manager for this project, please direct communication and questions to me. If you have any questions concerning the agreement, requirements, etc., please do not hesitate to contact me. I look forward to working with you on this project.

Sincerely,



Meagan O'Brien
Grant Manager



GLFT GRANT AGREEMENT DOCUMENT CHECKLIST



For a more detailed explanation of each document listed below, please see the agreement cover letter and requirements in the grant agreement.

Check off each of the items you have included. If they do not apply to your project, state N/A.

- Original/approved project proposal (Appendix A)
- For nonprofit 501(c)(3) organizations, most recent IRS Form 990 (Appendix B)
- Proof of insurance (Appendix C)
- For governmental bodies, authorizing community resolution (Appendix D)
- Third-party contracts, insurance and bonding documents, if applicable (Appendix E)



ACCESS TO THE GREAT LAKES FISHERY GRANT AGREEMENT



Project Number: 2020.1925

Project Name: *Flint River Access at the Confluence of the Swartz Creek*

Grant Recipient: Genesee County Parks

THIS AGREEMENT is made this ____ day of _____, 20____, by and between the Great Lakes Fishery Trust, hereinafter referred to as the TRUST and the Genesee County Parks hereinafter referred to as the GRANT RECIPIENT. WITNESSETH:

WHEREAS, the TRUST was created pursuant to a Settlement Agreement to compensate for lost fish, fisheries and recreational fishing opportunities associated with the operation of the Ludington Pumped Storage facility in Ludington, Michigan;

WHEREAS, further pursuant to that Settlement Agreement, the TRUST was created to receive payments in the form of cash and properties for past and future fish losses at the Ludington Pumped Storage Facility, and to use those funds to mitigate the fish losses according to the terms of the Settlement Agreement;

WHEREAS, the TRUST and the GRANT RECIPIENT, in fulfillment of the purposes of the TRUST have reached an agreement; and

NOW THEREFORE, the TRUST and the GRANT RECIPIENT, in consideration of the terms, promises, conditions, and assurances hereinafter set forth, mutually agree as follows:

1. **Grant Administration:** This Agreement shall be administered on behalf of the TRUST by its managers. All reports, documents, or proof of actions required of the GRANT RECIPIENT shall be submitted to the grant manager, Meagan O'Brien, Great Lakes Fishery Trust, 230 N. Washington Square, Suite 300, Lansing, MI 48933.

Project #2020.1925

2. **Purpose:** The project to be accomplished under this Agreement shall satisfy the grant objectives identified in Appendix A, which is attached and incorporated into this Agreement.
3. **Grant Period:** The work outlined in Appendix A must begin promptly upon execution of this Grant Agreement, and be completed no later than May 31, 2026, unless changes are requested by the GRANT RECIPIENT and approved in writing in advance by the TRUST,
4. **Budget and Expenditure:** The TRUST shall grant the GRANT RECIPIENT a sum of money to be used for the purposes detailed and the schedule of costs outlined in Appendix A, at a total cost not to exceed \$150,000.00. The GRANT RECIPIENT must obtain advance written approval from the TRUST for disbursement deviating from the line items of the approved schedule of costs outlined in Appendix A. Expenses must be incurred during the grant period. Any cost overruns incurred to complete the project as outlined in Appendix A shall be the **SOLE** responsibility of the GRANT RECIPIENT unless specifically approved in writing in advance by the TRUST.
5. **Payment:**
 - a. The TRUST shall make prompt disbursements under the terms of this Agreement, provided that appropriate documentation has been provided, as follows:
 - i. Disburse 15 percent of the total grant at the time the contract is executed for engineering design and the preparation of construction bid specifications (unused funds shall be used for construction costs).
 - ii. Upon receipt and approval of the selected construction bid, design, and proof that the selected contractor is bonded and insured, disburse all but 10 percent of the remaining grant balance or the selected bid (less the initial grant payment), whichever is less (see item 6a).
 - iii. Disburse the remaining grant balance upon receipt and approval of a final report (see item 6b).
 - b. Disbursement shall not exceed the amounts specifically stated to be paid in any one year in the Budget Schedule in Appendix A.
 - c. **The TRUST specifically reserves the right to withhold payments if appropriate documentation is not provided, or required reports or submissions identified in this Agreement have not been provided by the GRANT RECIPIENT to the TRUST.**
6. **Reporting:**
 - a. The GRANT RECIPIENT shall furnish to the TRUST a copy of the approved construction bids with invoice.
 - b. Within 60 days following the end of the grant period, the GRANT RECIPIENT shall furnish to the TRUST a final report, using the template provided. The final report will also contain
 - i. photos of the completed project and photo verification of the posting of the GLFT sign (see item 8b), and
 - ii. a statement of expenses according to the line items in the approved bid as submitted to the TRUST and on appropriate financial documentation verifying payments (e.g.,

Project #2020.1925

copies of invoices, record of hours expended, standard accounting ledgers used by the GRANT RECIPIENT's organization, and/or copies of canceled checks with descriptions).

- c. If the final financial report and final invoice satisfying the requirements of this Grant Agreement are not submitted to the TRUST within 12 months following the end of the grant period, the GRANT RECIPIENT will be considered in default of its grant obligations. Under that circumstance, the TRUST reserves the right, without further notice to the GRANT RECIPIENT, to terminate the Grant Agreement, modify payment terms, forfeit account balances, and cease payments.
- d. The GRANT RECIPIENT shall provide a copy of any publications produced under this grant to the TRUST for its records, and submit, upon the TRUST's request, information relating to this grant including digital or color photographs.

7. Liability Insurance:

The GRANT RECIPIENT shall provide proof of valid general liability and automobile insurance (copies of policies) covering those persons employed by or volunteering services to the GRANT RECIPIENT to carry out activities covered by this Agreement. If a contractor is used for all or part of the work outlined in Appendix A, such contractor must be bonded, and hold appropriate liability insurance proof of which shall be furnished to the TRUST. By signing this Agreement, the GRANT RECIPIENT acknowledges that appropriate insurance coverage will be maintained during the grant period. The TRUST reserves the right to require higher liability limits than those contained in the policies submitted for approval if higher limits are required to protect the interests of the TRUST.

8. TRUST Acknowledgement:

- a. GRANT RECIPIENT shall provide appropriate acknowledgment for the TRUST's grant on any publication or printed material distributed on or about the project described in Appendix A.
- b. GRANT RECIPIENT shall post a sign recognizing the TRUST's contribution to be placed at the entrance to the fishing access site funded by this grant. Such permanent acknowledgement shall be in the form of a 15" x 8 3/4" metal plaque supplied by the TRUST. The TRUST requires verification of the posting of the sign before it will process the final grant disbursement.

9. Equal Opportunity/Access:

- a. GRANT RECIPIENT shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.
- b. GRANT RECIPIENT shall provide a copy of the contract with any non-public entities performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate non-discrimination requirements. GRANT RECIPIENT further agrees that any subcontract shall contain a non-discrimination

provision, which is not less stringent than this provision and binding upon any and all subcontractors responsible for all or a portion of the work outlined in Appendix A.

- c. If facilities are constructed under this Agreement, the land and water access ways to the said facilities shall be open to the public on equal and reasonable terms and no individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or handicap.

10. Compliance with Laws:

- a. GRANT RECIPIENT shall construct, operate, and maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against said property.
- b. GRANT RECIPIENT is solely responsible for determining the requirements for and obtaining any permits or licenses that may be required by local, state or federal laws, regulations, or rules to carry out the activities funded under this Agreement.

11. Property and Facility Management:

- a. GRANT RECIPIENT shall be solely responsible for development, operation, and maintenance of the property in the project area and the facilities constructed under the terms of this agreement, and responsibility for actions taken to develop, operate, or maintain the property and facilities is solely that of the GRANT RECIPIENT. If a contractor is used for all or part of the work outlined in Appendix A, such contractor must be bonded, and hold appropriate liability insurance.
- b. GRANT RECIPIENT shall maintain and control the facilities constructed under the terms of this Agreement at its expense for a period of at least 20 years.
- c. GRANT RECIPIENT shall possess adequate control and tenure to all lands in the project area. If control is in the form of a lease, the length shall be commensurate with the value of the facilities constructed. In no case shall any lease tenure be less than 20 years. The GRANT RECIPIENT will defend any suit brought which involves the use of the property, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- d. GRANT RECIPIENT shall acknowledge that it has examined the property and that it has found the property to be safe for public use or that action can and will be taken by the GRANT RECIPIENT to assure safe use of the property; that the responsibility for deciding whether or not to carry public liability insurance, the amounts, coverage, and all other particulars with respect thereto is solely that of the GRANT RECIPIENT; and that the TRUST's involvement in the premises is limited solely to the making of a grant to assist the GRANT RECIPIENT in developing same.
- e. None of the project area nor any of the facilities constructed under this Agreement shall be wholly or partially conveyed during the life of said project, either in fee or otherwise or leased for any period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANT RECIPIENT except with the written approval and consent of the TRUST. The assistance provided to the GRANT

Project #2020.1925

RECIPIENT as a result of this Agreement is intended to have a lasting effect on the supply of public recreation beyond the financial contribution.

- f. GRANT RECIPIENT shall erect and maintain appropriate directional signage to guide the public from main thoroughfares to the project sites with approval, and meeting the specifications, of the appropriate jurisdictions.
12. **Release and Indemnity:** Each party shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable State or Federal statute, that it will assume all risk and liability to itself, its respective board members, officers, employees, or agents from any and all claims, demands, judgments and expenses, including attorney fees, from any and all loss, damage, or injury, to person or property, or death arising from any negligent action or omission by itself or its own agents related to the Agreement, the activities authorized by this Agreement, or the use or occupancy of the premises, project area or facilities that are the subject of this Agreement. If the GRANT RECIPIENT is a Federal Government Agency, liability will be governed by the Federal Tort Claims Act (U.S.C. § 2761 et seq.).
13. **Definition of Agreement:** The proposal form bearing the project name from Page 1 and Appendix A, and all required supporting documentation (Attachments) submitted for approval with this signed Agreement bearing this project name constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
14. **Breach of Agreement:** Any failure by the GRANT RECIPIENT to abide by any of the conditions, promises, covenants, agreements, or like undertakings contained in this Agreement shall constitute a material breach of this Agreement and shall entitle the TRUST to seek specific performance required under the terms of this Agreement, damages and/or termination at the TRUST's discretion.

Project #2020.1925

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and date first above written.

GRANT RECIPIENT

SIGNED (Authorized Agent)

WITNESSED BY

By: _____
(Signature) (Date)

(Signature) (Date)

Name: Patrick Linihan
(Typed or Printed)

(Typed or Printed)

Title: _____

Employer Identification Number: _____

Internal Revenue Code: _____

SIGNED (Project Manager)

By: _____
(Signature) (Date)

Name: _____
(Typed or Printed)

GREAT LAKES FISHERY TRUST

SIGNED

WITNESSED BY

By: _____
(Signature) (Date)

(Signature) (Date)

Name: _____
(Typed or Printed)

(Typed or Printed)

Title: Manager, Great Lakes Fishery Trust

ATTACHMENTS (to be submitted with the signed Agreement):

- **Appendix A:** Approved project proposal
- **Appendix B:** A copy of the GRANT RECIPIENT's most recently filed Form 990 for nonprofit 501(c)(3) organizations (to be attached and submitted by GRANT RECIPIENT)
- **Appendix C:** A copy of the GRANT RECIPIENT's general liability and automobile insurance for the GRANT RECIPIENT and its contractor(s) (to be attached and submitted by GRANT RECIPIENT)
- **Appendix D:** An original copy of the resolution authorizing acceptance of the obligations contained in the Grant Agreement, if required by statute or under the bylaws of the GRANT RECIPIENT's governing body (to be attached and submitted by GRANT RECIPIENT) [sample attached]
- **Appendix E:** If applicable, a copy of the contract with any third party performing or providing services paid for in part or in whole by funds granted under this Agreement to document appropriate nondiscrimination, insurance, and financial requirements of this Agreement

Project #2020.1925

APPENDIX A
(Approved project proposal)

Project #2020.1925

APPENDIX B

(For nonprofit 501(c)(3) organizations, attach most recent IRS Form 990 here)

Project #2020.1925

APPENDIX C

(Attach proof of general liability and automobile insurance here)

Project #2020.1925

APPENDIX D

(For governmental bodies, attach authorizing community resolution here – sample attached)

SAMPLE COMMUNITY RESOLUTION

Upon motion made by _____ and seconded by _____, the following Resolution was adopted:

RESOLVED, that the _____, Michigan, does hereby accept the terms of the Project Agreement as received from the Great Lakes Fishery Trust, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

- 7. To authorize the sum of _____ dollars toward construction and related costs to complete the project according the Project Agreement with the TRUST,
- 8. To maintain satisfactory financial accounts, documents, and records and to make them available to the TRUST for auditing at reasonable times.
- 9. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
- 10. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
 COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Great Lakes Fishery Trust, which Resolution was adopted by the _____ at a meeting held _____, 20__.

Signature

Title

Date

Project #2020.1925

APPENDIX E
(Attach third-party contracts here, if applicable)