

AIRPORT AUTHORITY AGENDA

**February 14, 2022
12:00 P.M.**

**Manistee County Blacker Airport
Conference Room via ZOOM
2323 Airport Road, Manistee, MI 49660**

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comment
5. Annual Marketing Plan Presentation by Right Side Design
6. Approval of Minutes
 - a. January 10, 2022 Regular Meeting
7. Treasurer's Report
 - a. January 2022 Accounts Payable
 - b. January 2022 Financial Statement (Revenue & Expenses/Trial Balance Sheet)
8. Appointment of Committee members
 - a. Executive Committee
 - b. Budget Committee
 - c. Capital Projects Committee
9. Airport Director's Report
 - a. Accidents/Incidents
 - b. Current Air Fares
 - c. Construction Updates
 - d. Air Service Update
 - e. Other
10. Old Business/Unfinished Business
11. New Business
 - a. ARFF Training Grant Approval (APPENDIX A)
12. Comments by Authority Members
13. Adjournment

CONTRACT NO. 2022-0357

MICHIGAN DEPARTMENT OF TRANSPORTATION
MANISTEE BLACKER AIRPORT AUTHORITY
CONTRACT FOR
AIRCRAFT RESCUE AND FIREFIGHTING TRAINING

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and Manistee Blacker Airport Authority (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following training at Manistee County - Blacker Airport, whose associated city is Manistee, Michigan.

PROJECT DESCRIPTION: Aircraft Rescue and Fire Fighting (ARFF) training provided by a training provider using a mobile fire training unit (TRAINING).

The parties agree that:

1. The term "TRAINING COST(S)," as used herein, is defined as the cost of the TRAINING, as defined above. Administrative costs incurred by the SPONSOR are not eligible TRAINING COSTS.
2. The SPONSOR may choose the training provider it will use for the TRAINING. Training providers for the TRAINING include, but are not limited to, Detroit Metro Airport Fire Department and any ARFF training facility listed in the most current "Addendum List of ARFF Training Facilities" from the Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5210-17C "Programs for Training of Aircraft Rescue and Firefighting Personnel." The "Addendum List of ARFF Training Facilities" is updated on a quarterly basis, and the most current version of the list is available on the FAA website under AC 150/5210-17C.

AC 150/5210-17C provides information on courses and reference materials for the training of ARFF personnel at civil airports, and the FAA recommends that the guidance and specifications in this AC be used for ARFF training programs.

3. The SPONSOR will coordinate with the training provider for the performance of the necessary TRAINING. The SPONSOR will ensure that the TRAINING meets the requirements set forth in 14 CFR Part 139.

4. The SPONSOR will have the SPONSOR's TRAINING by the training provider approved by MDOT prior to the completion of the TRAINING.
5. The SPONSOR will pledge sufficient funds to meet its obligations as outlined in this Contract.
6. The SPONSOR will review, approve, and pay the invoices for the TRAINING COSTS submitted by the training provider. The SPONSOR will forward to MDOT the approved invoices, including verification of SPONSOR payment to the training provider, within sixty (60) days of completion of the TRAINING for SPONSOR reimbursement, as set forth in Section 9.

The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

7. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. Audit and Inspection. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h.
 - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
8. The SPONSOR specifically agrees that in the performance of this Contract, by itself or by anyone acting on its behalf, it will comply with all applicable state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and the performance of this Contract.

9. Upon receipt of SPONSOR-approved invoices and verification of SPONSOR payment to the training provider for the TRAINING COSTS, MDOT will process reimbursement to the SPONSOR within thirty (30) days of receipt of such invoices.
10. The TRAINING COST participation is limited to the SPONSOR's TRAINING charges billed by the training provider.
11. The TRAINING COSTS will be met in part by contributions from MDOT. MDOT funds will be applied to the eligible TRAINING COSTS up to a maximum amount of Two Thousand Dollars (\$2,000.00). Any TRAINING COSTS not funded with MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

12. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau or Office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a

repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

13. Any change in the scope of the TRAINING, MDOT's share of the TRAINING COSTS, or the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
14. Payment of or reimbursement to the SPONSOR of any cost by MDOT will not constitute a final determination by MDOT of the allowability of such cost and will not constitute a waiver by MDOT of any violation of the terms of this Contract committed by the SPONSOR. MDOT will make final determination as to the allowability of such cost only after final audit of the Contract.
15. With regard to non-discrimination requirements:
 - a. In connection with the performance of this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
 - b. During the performance of this Contract, the SPONSOR, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011. This provision will be included in all subcontracts relating to this Contract.
16. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a

federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance of this Contract.

17. MDOT's sole reason for entering into this Contract is to enable the SPONSOR to obtain and use MDOT funds to pay for the TRAINING in accordance with Section 11.

Any and all approvals, reviews, and recommendations regarding the TRAINING, the TRAINING COSTS, permits, plans, specifications, and/or documents of any nature, and/or any inspections of work by MDOT pursuant to the terms of this Contract, are done to assist the SPONSOR in qualifying for available MDOT funds for ARFF training. Such approvals, reviews, inspections, and recommendations by MDOT will not relieve the SPONSOR of its ultimate control or its obligations hereunder and will not be construed as warranties as to the propriety of the SPONSOR's performance or to mean that MDOT is assuming any liability, ownership, control, and/or jurisdiction.

When providing approvals, reviews, inspections, and recommendations under this Contract, MDOT is performing a governmental function, as that term is defined in MCL 691.1401, that is incidental to the completion of the TRAINING.

In any instance of dispute and/or litigation concerning the TRAINING, the resolution thereof will be the sole responsibility of the parties to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.

18. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to, nor will it be interpreted as, giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

19. MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

20. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

21. This Contract will be in effect from the date of award (the date of the final signature) through twelve (12) months.
22. In case of any discrepancies between the body of this Contract and any exhibits hereto, the body of the Contract will govern.

- 23. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

MANISTEE BLACKER AIRPORT AUTHORITY

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Signer

