

**2011 COMMUNITY POLLUTION PREVENTION GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND THE CITY OF ANN ARBOR**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, Office of Environmental Assistance ("State"), and **the City of Ann Arbor** ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Community Pollution Prevention Fund, 1996, Public Act 384. Legislative appropriation of funds for grant assistance is set forth in Public Act 189 of 2010. This Contract is subject to the terms and conditions specified herein.

Project Name: <u>Michigan Green Communities</u>	Project #: <u>430183-11</u>
Amount of grant: <u>\$50,000.00</u>	100% of grant state / 0% of grant federal
Amount of match: <u>\$49,980.00 = 49.99%</u>	PROJECT TOTAL: <u>\$99,980.00</u> (grant plus match)
Start Date (date executed by DEQ)	End Date: <u>6/30/2013</u>

GRANTEE CONTACT:

Matthew Naud

Name/Title
City of Ann Arbor

Organization
301 E. Huron, P.O. Box 8647

Address
Ann Arbor, MI 48107

Address
734-794-6430

Telephone number
734-994-1744

Fax number
mnaud@a2gov.org

E-mail address
38-6004534

Federal ID number

STATE'S CONTACT:

Chad Rogers, Grant Administrator

Name/Title
Office of Environmental Assistance/Department of
Environmental Quality

Division/Bureau/Office
P.O. Box 30457

Address
Lansing, MI 48909

Address
517-373-2838

Telephone number
517-241-0858

Fax number
rogersc1@michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached appendix, as set forth herein.

FOR THE GRANTEE:

See City of Ann Arbor Signature Page (1a)

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Mr. Bryce Feighner, Chief, Office of Environmental Assistance

CITY OF ANN ARBOR SIGNATURE PAGE

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance:

Tom Crawford, Interim City Administrator

Sue F. McCormick, Public Services Administrator

Approved as to form

Stephen K. Postema, City Attorney

I. PROJECT SCOPE

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

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

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

II. CONTRACT PERIOD

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

III. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

Reporting period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

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

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

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee

must provide a draft final report 45 days prior to the end date of the contract. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Grant.

(C) The Grantee must provide 3 copies of all products and deliverables in accordance with Appendix A

(D) All products shall acknowledge that the project was supported in whole or in part by the Community Pollution Prevention Grant program, Department of Environmental Quality, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

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

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

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

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

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

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

VI. USE OF MATERIAL

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

The State retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

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

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

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

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to the grant contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have

access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self assurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.

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

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

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

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

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

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

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

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

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

XIX. CLOSEOUT

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

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

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

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Labor & Economic Growth or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

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

XXII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Contract will not be distributed without the prior written consent of the State.

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL ASSISTANCE

PROJECT BUDGET FORM
(Authorized by 1994 P.A. 451)

Applicant Name:		City of Ann Arbor			
Project Name:		Michigan Green Communities			
Tracking Code Number:		430183-11			
STAFFING					
NAME & TITLE	HOURS	RATE	GRANT AMOUNT	LOCAL MATCH AMOUNT	TOTAL
Jamie Kidwell, Sustainability Associate	675.00	\$ 24.00	\$ 14,400.00	\$ 1,800.00	\$ 16,200.00
Matt Naud, Environmental Coordinator	205.00	\$ 40.00		\$ 8,200.00	\$ 8,200.00
MGC Fellow	1540.00	\$ 15.00	\$ 23,100.00	\$ -	\$ 23,100.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
STAFFING Subtotal			\$ 37,500.00	\$ 10,000.00	\$ 47,500.00
FRINGE BENEFITS (not to exceed 40%)					
NAME & TITLE		RATE			
Jamie Kidwell, Sustainability Associate		10.00%	\$ 1,440.00	\$ 180.00	\$ 1,620.00
Matt Naud, Environmental Coordinator		40.00%	\$ -	\$ 3,280.00	\$ 3,280.00
MGC Fellow		10.00%	\$ 2,310.00	\$ -	\$ 2,310.00
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
0			\$ -	\$ -	\$ -
FRINGE BENEFITS Subtotal			\$ 3,750.00	\$ 3,460.00	\$ 7,210.00
STAFFING AND FRINGE BENEFITS Subtotal			\$ 41,250.00	\$ 13,460.00	\$ 54,710.00
CONTRACTUAL SERVICES					
NAME	HOURS or UNITS	RATE or TOTAL			
Luke Forrest, MML	600.00	\$ 40.00	\$ -	\$ 24,000.00	\$ 24,000.00
MML Conference Staff - fixed price	2.00	\$ 3,000.00	\$ 6,000.00	\$ -	\$ 6,000.00
UM SNRE Master's Students	1.00	\$12,500.00	\$ -	\$ 12,500.00	\$ 12,500.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
CONTRACTUAL SERVICES Subtotal			\$ 6,000.00	\$ 36,500.00	\$ 42,500.00
SUPPLIES, MATERIALS AND EQUIPMENT					
SUPPLIES & MATERIALS (itemize)	QUANTITY	COST			
MGC Lapel Pins	300.00	\$ 2.00	\$ 600.00	\$ -	\$ 600.00
Printing MGC Annual Report	188.00	\$ 2.50	\$ 450.00	\$ 20.00	\$ 470.00
MGC Jump Drives with Conference Materials	200.00	\$ 3.00	\$ 600.00	\$ -	\$ 600.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS Subtotal			\$ 1,650.00	\$ 20.00	\$ 1,670.00
EQUIPMENT (any item over \$1000)		\$ -		\$ -	\$ -
		\$ -		\$ -	\$ -
EQUIPMENT Subtotal			\$ -	\$ -	\$ -
SUPPLIES, MATERIALS AND EQUIPMENT Subtotal			\$ 1,650.00	\$ 20.00	\$ 1,670.00

APPENDIX A - SCOPE

A. Project Description

1. Statement of Environmental Concerns/Issues

The recent availability of funds from Energy Efficiency Community Block Grants (EECBG) introduced many municipal governments to energy efficiency and sustainability projects. The challenge is to build on this momentum and continue projects without significant support from state and federal funds. EECBG funding enabled local governments to support the additional capacity to focus on sustainable projects, but without future funding or support, local governments cannot maintain this capacity. To offset the lack of continued federal funding, Michigan communities need other forms of support to pursue sustainability projects. MGC presents communities the opportunity to engage in peer learning and resource sharing that spurs innovation and prevents the duplication of efforts across the state.

The current state of the economy prevents many communities in the state of Michigan from dedicating staff and funding to “sustainability” projects. Due to a lack of investment, Michigan communities are unable to realize the economic and environmental benefits of energy efficiency and sustainability projects. Michigan Green Communities (MGC) started in July 2010 with a small grant of \$20,000 to build a peer-learning network of local government and university staff. With connections to over 80 communities, MGC now facilitates this sharing of information and improves communications among local governments and university staffs across the state. This P2 grant will provide \$50,000 over the next two years to further develop the network and continue to support innovation at the local, regional, and state level.

2. Project Goals and Objectives

Funding will further the following outcomes:

- Host monthly conference calls and annual conferences to increase the level of communication between Michigan communities to create the opportunity for collaborative projects and joint purchasing (Task 1)
- Raise awareness of environmental and economic benefits of sustainability projects by working with a Michigan city to produce an economic analysis looking at the life-cycle of energy use and share this template with other cities (Task 2)
- Increase participation in the Michigan Green Communities Challenge to include 100 communities (Task 2)
- Expand the project database to include entries from 50 percent of network members (Task 3)
- Increase the number of Michigan cities undertaking sustainability plans, by sharing experiences from the City of Ann Arbor sustainability framework project started in January 2011 (Task 4)
- Revise the Michigan Green Communities Challenge reporting tool to estimate progress towards sustainability initiatives at the project level, city level, and the network level (Task 5)
- Establish 501c3 status for Michigan Green Communities to build an advisory committee of local government representatives (Task 6)
- Build relationships with private foundations to encourage and secure financial support for Michigan Green Communities and sustainability projects (Task 6)

- Provide staff support and expose graduate level students to sustainability work in Michigan by creating a Michigan Green Communities fellowship program (Task 6)

The goals of MGC and its mission support a number of the objectives listed as part of the P2 grant program.

Objective 1: “Develop and implement a ‘local sustainability plan’ to reduce waste and energy consumption.”

Financial support for MGC will drive sustainability planning across the state by offering technical support for communities through example plans. The City of Ann Arbor will share its experience building a sustainability framework that aims to develop a framework of goals, objectives, and indicators to institutionalize sustainability at the city level. Additionally, an advisory committee for MGC will establish statewide priorities for sustainability projects and explore support from private foundations. A student masters project group will work closely with a Michigan city to produce a methodology for an economic energy analysis that directly ties energy efficiency to cost savings.

Relates to Tasks 2, 4, 6

Objective 2: “Adopt formal resolutions and ordinances that support sustainable waste reductions and energy efficiency initiatives.”

MGC will become the central source for local government staff to share model ordinances and resolutions and to share the successes and challenges of gaining support from the public and elected officials. Including universities within the MGC network connects local governments with significant community partners and sources of data to support initiatives. Reducing the staff time and fiscal resources needed to draft ordinances and resolutions and to produce supporting materials allows local governments to pursue more projects. A group of masters students from the University of Michigan School of Natural Resources and the Environment have committed to help produce model ordinances in the upcoming year designed for MGC network members. This will likely increase the number of resolutions and ordinances passed in support of sustainability in Michigan.

Relates to Tasks 1, 2, 3, 4

Objective 3: “Organize and strengthen sustainability task forces or green teams.”

The first step in approaching sustainability work is often to start sustainability task forces or green teams. Many communities in Michigan have completed this process and can offer advice to communities just beginning this step. At the 2010 Michigan Green Communities Conference, Farmington Hills hosted a breakout session centered on creating green teams. Educating local communities on close-to-home best practices can make this process easier and once again, reduce fiscal and time investments in the initiative.

Relates to Tasks 1, 2, 4, 6

Objective 4: “Support ongoing partnerships between...city government that will address waste reduction and energy issues.”

One of the primary goals of MGC is to build and maintain connections between local government and university staff in Michigan. Providing a space to foster these connections increases the opportunity for collaboration among local governments and among universities. Collaborating on projects will likely lessen the resources needed to undertake a new project. For instance, several communities looking to install energy-efficient LED lighting may collaborate to purchase equipment. Joint purchasing increases the quantity of an order and consequently reduces the cost to each individual community.

Relates to Tasks 1, 2, 4

Objective 5: “Identify opportunities for waste and energy savings in buildings waste and water treatment processes, and other local government operations”

Managing city assets is a key component of both environmental and fiscal sustainability for a city. Sharing success stories and challenges from these projects will better inform municipalities on which approaches would best suit their community. MGC will act as a liaison between governments to provide local governments and universities with a dedicated staff person to connect them with information.

Relates to Tasks 1, 2, 3, 4, 5

MGC offers immediate and long-term benefits to Michigan’s natural environment. In the short-term, members of MGC will share resources to initiate sustainability projects at the local government level. Learning the value of sustainability at the local government level may create more sustainability staff positions. MGC aims to cultivate young talent in Michigan by introducing graduate level students to sustainability projects in Michigan through its fellowship program. In the long-term, community and university involvement in MGC will promote a culture of sustainability within Michigan.

3. Organization Information

Michigan Green Communities Mission:

MGC is a network of local government and university staff in the state of Michigan that will collaborate with one another, through peer learning and information sharing, to promote innovative solutions and move sustainability initiatives forward at the local, regional, and state level.

Relevant Programs, Activities, and Accomplishments:

2010 Michigan Green Communities Conference

In December 2010, the network hosted the first annual Michigan Green Communities Conference, an all-day conference for local government and university staff across the state. The Michigan Municipal League (MML), the Michigan Bureau of Energy Systems, and the Southeast Michigan Regional Energy Office cosponsored the conference. 60 representatives from 40 communities attended.

Michigan Green Communities Challenge

The Michigan Green Communities Challenge, a collaborative effort with the Michigan Municipal League, the Michigan Townships Association, and the Michigan Association of Counties encourages local governments to commit to becoming more sustainable and provides a mechanism to track and measure progress. With over 80 communities involved, working with the challenge enables MGC to connect with all forms of local government in the state of Michigan.

Other Accomplishments:

- Hosted a network launch in September 2010 in collaboration with the City of Grand Rapids and ICLEI at the Green Town Conference in Grand Rapids
- Started a group on the Michigan Energy Efficiency Network website with staff support from MML
- Hosted conference calls on topics, such as property assessed clean energy, framing sustainability, and using online tools and resources for sustainability initiatives
- Received \$20,000 innovation grant to support statewide networks in Midwest from the Urban Sustainability Directors Network

- Working with a masters project group from the University of Michigan to continue network outreach, strengthen the network, and produce resources for network
- Started a project database and model ordinance database through the Michigan Municipal League

Key Staff:

Jamie Kidwell – Sustainability Associate

Jamie Kidwell has worked at the City of Ann Arbor since July of 2010 and will serve as the lead staff for this grant. She has been the lead contact for the Michigan Green Communities network from the start and coordinated the Michigan Green Communities Conference. Keeping Jamie as the network coordinator and lead contact helps maintain a consistency within the network and helps to ensure the network's success and longevity.

Matthew Naud – Environmental Coordinator

Matthew Naud is the environmental coordinator for the City of Ann Arbor. Matthew will serve as the project administrator for the grant. He helped the City of Ann Arbor produce 10 environmental goals and staff the City's environmental commission. Matthew was a speaker at the 2010 Michigan Green Communities Conference. He also participates in the Urban Sustainability Directors Network, a national sustainability network.

MGC Fellow

The City will seek to hire a first-year graduate level student intern that is willing to commit to working the duration of the grant term. This fellow will be on the City of Ann Arbor's payroll. Establishing a long-term fellowship will also contribute to consistency.

4. Partners

City of Dearborn

David Norwood at the City of Dearborn started MGC in July 2010 and will continue to provide staff support.

Michigan Municipal League

The Michigan Municipal League (MML) oversees the Michigan Green Communities Challenge. Working with MML ensures that MGC reaches townships, villages, cities, and counties across the state. Program Coordinator **Luke Forrest** assists in managing and supporting MGC. He supports the Michigan Green Communities Challenge that targets sustainability at the community level. MML will also provide staff support for the MGC conferences. Support will include event logistics, preregistration, marketing, on-site conference staffing, technical assistance before and after the conference, website process, and information distribution after the conference.

University of Michigan School of Natural Resources and the Environment (UM SNRE)

A masters project group from UM SNRE committed to working on this project for the 2011-2012 academic school year. The students will work with MGC to assist in outreach, content development, and to develop and host informational workshops or webinars for the network. Josh Newell a professor at UM SNRE is the project advisor.

5. Project Sustainability

Part of the work plan for MGC is developing a funding model to support the network. The student group will provide this model within the first year of the grant term. Establishing a 501c3 with an advisory committee and an annual fellowship program provides an increased level of stability to the network that will encourage

future success. MML also brings to the network its institutional experience working with over 30 affiliate groups.

6. Evaluation

MGC will evaluate its success in the following ways:

- Continue to build on a project database started by the Michigan Municipal League and produce a map of projects to evaluate the geographic distribution of projects across the state and help improve network outreach¹
- Survey members annually to accurately report what projects are completed, what projects are in progress, and what projects a community seeks assistance with
- Produce an annual progress report that tracks adopted policies and ordinances and sustainability projects completed in Michigan communities
- Monitor increases in membership and track annual progress towards sustainability initiatives with the Michigan Green Communities Challenge

B. Work Plan and Timetable

1. Work Plan

	Estimated Hours		
	<i>Year 1</i>	<i>Year 2</i>	<i>Total</i>
City Staff	1210	1210	2420
MML Staff	300	300	600
<i>Total</i>	<i>1510</i>	<i>1510</i>	<i>3020</i>

Task 1: Manage network communications.

Research completed on other regional network models, such as the Sustainable Cities Network housed by Arizona State University, demonstrates the need for a network coordinator to facilitate information sharing. With the time and budget constraints on local government staff, the network coordinator's objective is to listen to network members, produce relevant content, share priorities, and act as an additional resource to network members.

Subtask 1.1: Oversee monthly email correspondence from members.

Subtask 1.2: Distribute monthly email updates to members.

Subtask 1.3: Schedule and facilitate monthly peer learning conference calls based on member interests.

Subtask 1.4: Manage web content for micheen.org web space.

Year 1 –

Estimated Hours: 453 hours, 30 percent

City Staff: 363 hours

MML Staff: 90 hours

Deliverables: Monthly email updates, conference call agendas, conference call minutes, functional web group

Year 2 –

Estimated Hours: 453 hours, 30 percent

City Staff: 363 hours

MML Staff: 90 hours

Deliverables: Monthly email updates, conference call agendas, conference call minutes, functional web group

¹ <http://www.mml.org/resources/educenter/eecbg/reporting/default.aspx>

Task 2: Continue outreach and network building.

The quality of a network depends on participation from and the representativeness of its members. As membership increases, network members have access to a greater number of resources and case studies. Staff will work to recruit members and ensure member participation. Staff will seek opportunities, other than the annual conference, for network members to meet at events. Staff will also continue to ensure that high geographic diversity within the state.

Subtask 2.1: Develop educational and outreach materials.

Subtask 2.2: Host regional workshops with UM SNRE students.

Subtask 2.3: Work with UM SNRE student group and a Michigan community to complete an economic energy analysis.

Subtask 2.4: Pursue opportunities through email, local events, and other correspondence to increase network membership and participation in Michigan Green Communities Challenge.

Year 1 –

Estimated Hours: 151 hours, 10 percent

City Staff: 121 hours

MML Staff: 30 hours

Deliverables: Regional workshop, summary materials from workshop, economic energy analysis, list of network members, copies of educational and outreach materials.

Year 2 –

Estimated Hours: 302 hours, 20 percent

City Staff: 242 hours

MML Staff: 60 hours

Deliverables: List of network members and copies of educational and outreach materials.

Task 3: Produce content and resources to share with network members.

A key benefit of MGC is that it provides members with an additional staff person to help move projects forward. Maintaining a high quality of resources to share with MGC members encourages participation in the network and creates a space where network members can easily find the information they are looking for.

Subtask 3.1: Create/revise model case study for network members to complete and complete case studies on specific projects.

Subtask 3.2: Collect and share model ordinances and policies.

Subtask 3.3: Maintain project database and map project locations.

Subtask 3.4: Distribute annual survey to update project database and map.*

Year 1 –

Estimated Hours: 453 hours, 30 percent

City Staff: 363 hours

MML Staff: 90 hours

Deliverables: Model case study, ordinance and policy database, sustainability project database, map of sustainability project locations, and annual survey results

*Annual survey may be incorporated into the Michigan Green Communities Challenge form.

Year 2 –

Estimated Hours: 302 hours, 20 percent

City Staff: 242 hours

MML Staff: 60 hours

Deliverables: Revised model case study, updated ordinance and policy database, updated sustainability project database, updated map of sustainability project locations, and annual survey results

*Annual survey may be incorporated into the Michigan Green Communities Challenge form.

Task 4: Host annual Michigan Green Communities Conference.

The annual conference provides a forum for network members to interact face-to-face annually. This face-to-face interaction strengthens individual connections within the network and fosters innovation and new project development. With the help of the MML, this conference offers an opportunity to engage attendees through short presentations from network members and through a series of breakout sessions. The conference increases the functionality of the network by facilitating candid conversations about the successes and challenges of undertaking sustainability projects within the state of Michigan. Resources from the network are also posted online for those who cannot attend.² Working groups and priorities for MGC can be established at this conference. MGC plans to contract MML to manage conference preparations.

Subtask 4.1: Determine conference topics and recruit speakers.

Subtask 4.2: Develop agenda and promotional materials for conference.

Subtask 4.3: Coordinate conference logistics (e.g. travel, food, technical needs).

Subtask 4.4: Staff the conference (e.g. facilitate breakout sessions, distribute materials).

Subtask 4.5: Synthesize and distribute information from the conference.

Year 1 –

Estimated Hours: 151 hours, 10 percent

City Staff: 121 hours

MML Staff: 30 hours

Deliverables: Conference agenda, one-day conference, collection of powerpoints from conference presenters, summary of notes from breakout sessions at conference, and attendance list from conference

Year 2 –

Estimated Hours: 151 hours, 10 percent

City Staff: 121 hours

MML Staff: 30 hours

Deliverables: Conference agenda, one-day conference, collection of powerpoints from conference presenters, summary of notes from breakout sessions at conference, and attendance list from conference

Additional Hours: Funds set aside to have MML assist in conference planning and facilitating.

Task 5: Monitor the effectiveness of the network.

The success of the network depends on its utility to its members. Evaluating of the progress of the network and its members each year ensures that the network will be tailored to its members.

Subtask 5.1: Work with MML to redesign the Michigan Green Communities Challenge to include broader sustainability goals.

Subtask 5.2: Track community progress and statewide progress using the Michigan Green Communities Challenge points as an indicator.

Subtask 5.3: Check in with network members to solicit feedback for network improvements.

Subtask 5.4: Compile and produce annual report.

Year 1 –

Estimated Hours: 151 hours, 10 percent

City Staff: 121 hours

MML Staff: 30 hours

Deliverables: Revised Michigan Green Communities Challenge progress report, annual summary of points scored on the Michigan Green Communities Challenge, and annual report on Michigan Green Communities network

Year 2 –

Estimated Hours: 151 hours, 10 percent

City Staff: 121 hours

MML Staff: 30 hours

² http://www.mml.org/resources/educenter/2010-green_communities_conference.html

Deliverables: Revised Michigan Green Communities Challenge progress report, annual summary of points scored on the Michigan Green Communities Challenge, and annual report on Michigan Green Communities network

Task 6: Build model to ensure fiscal and organizational stability for the network.

Having a network that endures beyond the 2-year grant term provides a level of security to network members. The first step of organizational stability is to create an entity that includes members and support from multiple stakeholders. MGC will form an advisory committee to drive the focus of the network each year and to establish 501c3 status for MGC.

Subtask 6.1: Assemble an advisory committee that includes representatives from local governments and universities across the state.

Subtask 6.2: Hold advisory committee meetings.

Subtask 6.3: Draft/reevaluate memorandum of understanding (MOU) for 501c3.

Subtask 6.4: Draft/reevaluate responsibilities for 501c3 governing body.

Subtask 6.5: Seek pro bono legal assistance to establish/maintain 501c3 status.

Subtask 6.6: Meet with private foundations to explore future funding opportunities directly related to the scope of the current grant.

Subtask 6.7: Produce a strategy to sustain the network.

Year 1 –

Estimated Hours: 151 hours, 10 percent

City Staff: 121 hours

MML Staff: 30 hours

- **Deliverables:** Student plan for strategy to sustain network, draft MOU, draft responsibilities for governing body, list of foundations contacted and available resources, list of advisory committee members, advisory committee meeting agenda and minutes, and request letters for pro bono assistance

Year 2 –

Estimated Hours: 151 hours, 10 percent

City Staff: 121 hours

MML Staff: 30 hours

- **Deliverables:** Action plan for fiscal sustainability of organization, revised MOU, revised responsibilities for governing body, list of foundations contacted and available resources, list of advisory committee members, and advisory committee meeting agenda and minutes

**Additional hours may be available if funds can support a work-study eligible student.*

Project Deliverables:

By adhering to this work plan, MGC will produce the following project deliverables:

- Monthly MGC email updates, conference call agendas, and conference call minutes
- Maintained functional web group
- Regional workshop and summary materials from workshop*
- Methodology to help Michigan communities conduct an economic analysis related to energy use*
- Annual list of network members
- Copies of educational and outreach materials.
- Model case study
- Project and ordinance database linked to a map
- Annual survey results
- Yearly one-day conference provided at no cost to network members
- Collection of powerpoints from conference presenters

- Summary of notes from breakout sessions at conference, and attendance list from conference
- Revised Michigan Green Communities Challenge progress report
- Annual summary of points scored on the Michigan Green Communities Challenge
- Annual report on Michigan Green Communities network
- Student plan for strategy to sustain network
- Materials to support a 501c3 organization to include a memorandum of mutual understanding and responsibilities for an advisory committee
- List of advisory committee members
- Advisory committee meeting agenda and minutes
- Copies of request letters for pro bono assistance
- List of foundations contacted and available resources
- Action plan for fiscal sustainability of the organization

*This project deliverable is based on a proposed student project. If the student group does not complete this project, city staff will not be able to produce this deliverable.

Year 2: Jul 2012 - July 2013				Q1		Q2		Q3			Q4				
				Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
		Hours	%	Quarterly Reports											
T1: Network Communications	Total	453	30%	1.1: Oversee monthly email correspondence from members.											
	City	363		1.2: Distribute monthly email updates to members.											
	MML	90		1.3: Schedule and facilitate monthly conference calls.											
				1.4: Manage web content for micheen.org web space. D1: Monthly email updates D2: Conference call agendas D3: Conference call minutes D4: Functional web group											
T2: Continue outreach and network building	Total	302	20%	2.1: Develop educational and outreach materials.											
	City	242		2.2: Host regional workshops with UM SNRE students.											
	MML	60		2.3: Work with UM SNRE student group and a Michigan community to complete an economic energy analysis.											
				2.4: Increase network membership and participation in Michigan Green Communities Challenge. D1: Regional workshop D2: Summary materials from workshop D3: Economic energy analysis D4: List of network members D5: Copies of educational and outreach materials											
T3: Produce content and resources	Total	302	20%	3.1: Revise model case study for network members to complete and complete case studies on specific projects.											
	City	242		3.2: Collect and share model ordinances and policies.											
	MML	60		3.3: Maintain project database and map project locations.											
				3.4: Distribute annual survey to update project database and map. D1: Revised model case study D2: Ordinance and policy database D3: Sustainability project database D4: Map of sustainability projects D5: Annual survey results											
T4: Host annual Michigan Green Communities Conference	Total	151	10%	4.1: Determine conference topics and recruit speakers.											
	City	121		4.2: Develop agenda and promotional materials for conference.											
	MML	30		4.3: Coordinate conference logistics.											
				4.4: Staff the conference. 4.5: Synthesize and distribute information from the conference. D1: Conference agenda D2: One-day conference D3: Collection of powerpoints D4: Summary of notes from breakout sessions D5: Attendance list											
T5: Monitor the effectiveness of the network	Total	151	10%	5.1: Redesign the Michigan Green Communities Challenge.											
	City	121		5.2: Track community progress and statewide progress.											
	MML	30		5.3: Solicit feedback for network improvements.											
				5.4: Compile and produce annual report. D1: Revised Michigan Green Communities Challenge progress report D2: Annual summary of points scored on the Michigan Green Communities Challenge D3: Annual report on Michigan Green Communities network											
T6: Build model to ensure fiscal and organizational stability for the network	Total	151	10%	6.1: Maintain advisory committee.											
	City	121		6.2: Hold advisory committee meetings.											
	MML	30		6.3: Reevaluate memorandum of understanding (MOU) for 501c3.											
				6.4: Reevaluate responsibilities for 501c3 governing body. 6.5: Seek or maintain 501c3 status. 6.6: Meet with private foundations. 6.7: Produce a strategy to sustain the network. D1: Student plan for strategy to sustain network D2: Action plan for fiscal sustainability of organization D3: Revised MOU D4: Revised responsibilities for governing body D5: List of foundations contacted and available resources D6: List of advisory committee members D7: Advisory committee meeting agenda and minutes D8: Request letters to pro bono assistance											