

MEMO 23-26

TO: Frank Schulte, City Administrator
FROM: James Kowalski, Director of Public Services *J.K.*
DATE: November 2, 2023
SUBJECT: 2023 DTE Energy Foundation Tree Planting Grant – Tree Purchase

On Thursday, July 27, 2023 the DPW applied for the 2023 DTE Energy Foundation Tree Planting Grant. On Friday, October 13, 2023 the City was awarded \$4,000.00 for the 2023 Tree Planting Program. Quotes were requested from the following contractors to provide pricing for various tree species for the 2023 DTE Energy Foundation Tree Planting Grant. The following quotes were received:

Landscape Source Corp.	\$14,000.00 (43 trees)
Arbor Pro Tree Service	\$14,000.00 (18 trees)
Marine City Nursery	No quote received
Three C's Landscaping	No quote received

Landscape Source Corp. was the contractor for the past seven years for the Fall Tree Program and has also provided memorial trees to the City in previous years and is qualified to provide this service.

Therefore, I recommend the purchase and planting of city trees to the lowest qualified bidder, Landscape Source Corp., 17448 26 Mile Road, Macomb, MI 48042 in an amount not to exceed \$14,000.00.

This item was included in the Fiscal Year 2023/2024 Budget in the Municipal Improvements – Trees account no. 401-902-977.401 in the amount of \$10,000.00. It will also require a budget amendment and transfer from account no. 101-000-699.000, Transfer from prior year Reserve Fund Balance into the Municipal Improvements – Trees account no. 401-902-977.401 in the amount of \$4,000.00. A grant reimbursement of \$4,000.00 will follow completion of the tree planting.

If you have any questions concerning this matter please contact me.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.



Frank Schulte, City Administrator

11-6-23

Date

RECEIVED

NOV 07 2023

Fund Certification:

Account numbers and amounts have been verified as presented.

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



Shawn Murphy, Treasurer/Comptroller

11-7-23

Date

Jeanne Duffy

From: Sayers, Kevin (DNR) <SAYERSK@michigan.gov>
Sent: Friday, October 13, 2023 3:19 PM
To: Jeanne Duffy
Subject: 2023 DTE Energy Foundation Grant Awards
Attachments: PR 4167-5 DTE Tree Planting Inventory.doc; Drug Free Certification.pdf; IC 4167-9 DTE Tree Planting Grant Program - Attachment 1.doc; PR 4167-2 DTE Grantee Financial Report.doc; PR 4167-3_Volunteer_Time_Record.doc; PR 4167-4 DTE Tree Maintenance Agreement.doc; 2023 DTE - Award Letter - C of Grosse Pointe Woods.pdf; DTE 2023 Grant Agreement - C of Grosse Pointe Woods.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Mr. Kowalski,

Congratulations and thanks for your patience! Your tree planting proposal, submitted to the 2023 DTE Energy Tree Planting Grant program, is one of 29 projects approved for a total of nearly \$102,545 in funding in this year's grant program. [A media release was announced earlier this week.](#)

Attached please find the official award letter, grant agreement and several grant reporting forms and other reference documents for your files as follows:

Documents to review, sign/date and return (via email to me) at your earliest convenience:

- Drug-Free workplace form
- Grant Agreement
- Tree maintenance agreement

Documents to review and keep for your reference:

- Award Letter
- Grant Agreement Attachment 1

Documents to hold until your project is done and then complete and return (via email to me) for reimbursement with supporting documentation of expenses, match, pictures, summary report etc.:

- Grantee Financial Report
- Tree planting inventory
- Volunteer time record (if applicable)

Please do not begin your project until we have both signed the grant agreement. Feel free to contact me at any time with questions via cell (517.582.3209) or sayersk@michigan.gov.

Again, thank you for your patience and congratulations!

Kevin Sayers

Michigan Urban Forestry Coordinator

Phone: 517-582-3209

Email: sayersk@michigan.gov

www.mi.gov/ucf





GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



M. SCOTT BOWEN
DIRECTOR

October 13, 2023

City of Grosse Pointe Woods
Mr. James Kowalski
20025 Mack Plaza Dr.
Grosse Pointe Woods, MI 48236

Dear Mr. Kowalski,

Thank you for submitting an application for consideration to the 2023-24 DTE Energy Foundation Tree Planting Grant Program, administered by the Michigan Department of Natural Resources (DNR), Urban Forestry Program. I am pleased to notify you that your project was approved for award in the amount of **\$4000**. Congratulations!

Enclosed in this grant award packet are the following documents for signature and information:

- Grant Agreement (PR 4167-8E)
- Grant Agreement Attachment 1 (IC 4167-9)
- Department of Agriculture form AD-1049, Certification Regarding Drug-Free Workplace
- Grant reporting forms:
 - DTE Grantee's Financial Report (PR 4167-2)
 - DTE Volunteer Time Record (PR 4167-3)
 - DTE Grant Tree Planting Inventory (PR 4167-5)
 - DTE Tree Maintenance Agreement (PR 4167-4)

**Public Act 533 of 2004 requires that all non-municipal vendors and payees now enroll for state payments by electronic funds transfer (EFT) at the Vendor Self Service website <http://www.michigan.gov/budget/0,4538,7-157-79033---,00.html>. For assistance please contact the Vendor Support Call Center (888) 734-9749 or email SIGMA-Vendor@Michigan.gov*

Payment will be made upon completion of the grant and may be requested as soon as the project is completed, and all supporting documentation of eligible expenses and match is submitted. Payment must be requested no later than 30 days after the grant expiration date. **The grant expires September 1, 2024.**

Please review the documents carefully. Sign, date and return the Grant Agreement and the USDA Drug-Free Workplace form. As the Grant Supervisor, I will then sign and return an electronic copy to you for your records. Maintain the other forms for your final grant reporting and reimbursement requests.

The grant is not considered effective until the grant agreement has been fully signed and dated.

Please contact me if you have any questions at (517) 582.3209, sayersk@michigan.gov or Lawrence Sobson at (313) 316-4137, sobsonl@michigan.gov

Sincerely,

Kevin Sayers
Urban Forestry Program Manager



DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM



GRANT AGREEMENT

Issued under authority of Part 5 of Act 451, P.A. 1994, as amended, subject to the provisions of the law and the conditions herein contained. DTE Energy Foundation Tree Planting Grant Program grants are awarded to the organizations named herein.

Table with 3 columns: Grant Information, Vendor Information, and Contact Information. Includes fields for Legal Name of Grantee, Grant Number, Grant Amount, Street Address, SIGMA Vendor ID, Ending Date, City, State, ZIP, Grantee Contact Name, Grantee Contact Email, and Grantee Telephone Number.

Table with 3 columns: FINANCIAL BREAKDOWN OF ESTIMATED PROJECT COSTS, DTE FUNDS AWARDED (MAX. 50% OF PROJECT), and LOCAL MATCH* (MIN. 50% OF PROJECT). Rows include PERSONNEL, FRINGES, VOLUNTEER, TREES, EQUIPMENT, SUPPLIES, OTHER, CONTRACTUAL SERVICES, and TOTAL.

SPECIAL CONDITIONS OF GRANT (Subject to the conditions contained in Attachment 1.) * Ultimate match source(s) may differ from above. Allowable reimbursement rates: BALLED & BURLAP (up to \$175/tree), BARE-ROOT (up to \$45/tree), SMALL CONTAINER (up to \$50/tree), LARGE CONTAINER (up to \$85/tree), SEEDLINGS (up to \$100/100 seedlings). Tree planting costs are not reimbursable but may be used as match. All cash match expenses must be documented with paid receipts, invoices or checks. All in-kind match expenses must be documented and explained on signed/dated letterhead or equivalent.

DEPARTMENT REPRESENTATIVE TO CONTACT RELATIVE TO THIS GRANT AGREEMENT:

Table with 3 columns: Name of Representative, Department Location/Office, Telephone Number, Mailing Address, City, State, Zip code, Fax Number. Includes contact information for Kevin Sayers at the Lansing Division Office.

THIS GRANT AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND REQUIREMENTS:

- 1. conditions outlined in Attachment 1 (IC 4167-9)
2. reimbursement may be made upon verification of actual expenditures and in accordance with conditions listed in Attachment 1
3. request for payments may be made when the project has been completed, but must be received no later than 30 days after the grant period ends and in accordance with the conditions listed in Attachment 1
4. all statements, publications or presentations concerning the grant will contain an acknowledgment of support/sponsorship from the DTE Energy Foundation and the State. Attachment 1 provides further information.
5. the Grantee hereby assures and certifies to comply with all State and Federal laws, rules, regulations, policies, guidelines, and requirements. Also, the applicant assures and certifies, with respect to the agreement that, it possesses the legal authority to enter into this grant agreement.
6. this contract is not valid until it has been signed by both the grantee, and the Department's Representative. The date of the Department Representative's signature will constitute the starting date of the grant.

I, the undersigned, certify that I have read, understand, and agree to comply with this agreement and the conditions listed in Attachment 1, and have authority to enter into this agreement on behalf of Grantee.

Signature lines for Grantee Representative's Signature, Date, DNR Representative Signature, and Date.

GRANTEE: Return a signed copy of this Agreements to:

Electronic: saversk@michigan.gov

or

Mail:

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
MDNR - URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909

UNITED STATES DEPARTMENT OF AGRICULTURE
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 *et seq.*), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

Alternative I

A. The grantee certifies that it will or will 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) 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 –
 - (1) Abide by the terms of the statement; and
 - (2) 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)(2) 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 receipt 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)(2), with respect to any employee who is so convicted –
 - (1) 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
 - (2) 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).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check if there are workplaces on file that are not identified here.

Organization Name _____

Award Number or Project Name _____

Name and Title of Authorized Representative _____

Signature _____ Date _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled" substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).



DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM ATTACHMENT 1



Issued under authority of Part 5 of Act 451, P.A. 1994 as amended, to provide information regarding terms and conditions of DTE Energy Foundation Tree Planting grants. Subject to the provisions of the law and conditions herein contained.

In this Attachment, the State of Michigan, Department of Natural Resources, Forest Resources Division is referred to as the State. Acting for the State is the Grant Officer, Jeff Stampfly, referred to as the State. The Grant Supervisor is Kevin Sayers.

SECTION 1 - GRANT

This grant consists of the Grantee's DTE Energy Foundation Tree Planting Grant Application and Information, DTE Energy Foundation Tree Planting Grant Agreement, DTE Energy Foundation Tree Planting Grant Program Grant Agreement Attachment 1, and written and oral instructions from the Supervisor.

SECTION 2 - COMPENSATION AND METHOD OF PAYMENT

The State agrees to reimburse the Grantee for authorized expenditures as listed in the DTE Energy Foundation Tree Planting Grant Application and Information upon verification of actual, eligible expenditures and match obligation. This sum is not to exceed the actual costs or grant award amount, whichever is less.

Request for payments may be made when the project has been completed, but must be received no later than 30 days after the grant period ends. Full payment will be made upon completion of the project and compliance with State reporting and auditing requirements. Failure to meet these deadlines may result in non-reimbursement to the Grantee.

SECTION 3 - REPORTING AND AUDITING REQUIREMENTS

As well as conferring with the DNR Supervisor, the Grantee will file a final financial and program report. The reports will be submitted upon completion of the project. The reports shall specify total expenditures, broken down as to the federal portion and the Grantee's share of costs. Total expenditures will be broken down by major budget categories. Reports will be accompanied by documentation showing that the charges are for allowable purposes and that the expenditure listings are accurate and suitable for audit. In addition to the summary documentation submitted to the Department, the Grantee will keep complete financial records such that all charges, whether paid from grant funds or from the Grantee's matching funds, can be readily traced to their origins. Basic documents required to be maintained for audit include purchase orders, vouchers authorizing payments, time records for individual employees' and volunteers' hours charged to this program.

The Grantee's progress report(s) will be submitted on forms supplied by the Department. Supplementary information summarizing accomplishments will be included in narrative form. The project and related reports are subject to audit by both the Department and DTE Energy Foundation. This may include both financial audits and site visits.

SECTION 4 - ADMINISTRATION OF GRANT, CHANGES

From time to time, changes may be needed in the scope of the project and the grant. All changes must be approved by the

Grant Supervisor. Changes must be in writing and approved in advance.

SECTION 5 - STANDARDS OF WORK

In determining whether or not the Grantee has performed its obligations, it is agreed and understood that the Grant Officer shall rely on the evaluation of the Supervisor. The Grant Officer or the Supervisor may issue written or oral instructions. Any instructions that affect the scope of work, price, period of performance, or any other provision of the Grant must be in accordance with specific provisions of the Grant. The Grantee agrees that the performance of the services under this Grant shall be performed to high professional standards.

SECTION 6 - CANCELLATION

Cancellation of the Grant by the State may be for: (a) default by the Grantee, or (b) lack of further need for the service at the location named in the Grant. Default is defined as the failure of the Grantee to comply with any term or condition of this Grant. In case of default by the Grantee, the State may cancel the Grant immediately and procure the services from other sources. The State can make payment up to 20% of the grant award for any reimbursable, non-cancelable expenditures that have been completed to the satisfaction of the Grant Supervisor and complies with other grant requirements.

In the event the State no longer needs the service specified in the Grant due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the State may cancel the Grant by giving the Grantee written notice of such cancellation thirty (30) days prior to the date of cancellation. The Grantee can request reimbursement for reasonable non-cancelable expenditures made prior to the date of the written notice of cancellation that have been completed to the satisfaction of the Grant Supervisor and complies with other grant requirements.

SECTION 7 - DISPUTES

Except as otherwise provided for in this Grant, any dispute arising under this Grant which is not disposed of by agreement shall be decided by the Grant Officer, who shall reduce his/her decision to writing and mail or otherwise furnish a copy to the Grantee. The decision of the Grant Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Grantee mails or otherwise furnishes to the Grant Officer a written appeal. Pending final decision of disputes, the Grantee shall proceed diligently with the performance of this Grant and in accordance with the Grant Officer's decision.

SECTION 8 - OFFICIALS NOT TO BENEFIT

No member of the Legislature of the State of Michigan or any individual employed by the State shall be allowed any share or part of this Grant, or to any benefit that may arise.

SECTION 9 - COVENANT AGAINST CONTINGENT FEES

The Grantee warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Grant, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Grant. For breach or violation of this warranty, the State shall have the right to annul this Grant without liability or, in its discretion, to deduct from the Grant price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 10 - INDEPENDENT CAPACITY OF GRANTEE

The parties agree that the Grantee, in the performance of this Grant, shall act in an independent capacity and not as officer, employee, or agent of the State and shall assure any and all obligations from liability that may arise out of or in connection with this grant.

SECTION 11 - ASSIGNABILITY

This Grant is not assignable by the Grantee, either in whole or in part.

SECTION 12 - INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work required under this Grant shall be performed by the Supervisor, the Grant Officer, or such person as he/she may duly authorize in writing.

SECTION 13 - GRATUITIES

- a. The State may, by written notice to the Grantee, terminate the right of the Grantee to proceed under this Grant if it is found, after notice and hearing, by the Grant Officer or his/her duly authorized representative, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Grantee, or any agent or representative of the Grantee, to any officer or employee of the State with a view toward securing a grant or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such grant; provided that the existence of the facts upon which the Grant Officer or his/her duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.
- b. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

SECTION 14 - ACKNOWLEDGMENT OF PARTICIPATION

Acknowledgment of State Participation/Support and DTE Energy Foundation.

All publications or oral presentations concerning the project or this agreement will contain an acknowledgment of the State's, and DTE Energy Foundation's participation and support, unless either requests in writing that their participation and support not be acknowledged.

All publications or oral presentations concerning the project or this agreement will contain an acknowledgment of DTE Energy Foundation's participation and support.

Where appropriate, this credit line should be used for news releases, publications, reports, and other communications:

"This (tree planting project) was supported, in part, by a grant from the Michigan Department of Natural Resources, Urban and Community Forestry program and the DTE Energy Foundation."

Where appropriate, project signs or other information placards should acknowledge Department and DTE Energy Foundation support. Specific wording will be determined by the Grantee and Grant Supervisor.

SECTION 15 - NONDISCRIMINATION

In connection with the performance of work under this Grant, the Grantee agrees as follows:

- a. In accordance with Act. No. 453, Public Acts of 1976, the Grantee agrees not to discriminate against any 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, or marital status. Breach of this covenant may be regarded as a material breach of this Grant.
- b. The Grantee agrees that any and all subcontracts to this Grant, where a portion of the work set forth in this Grant is to be performed, shall contain a covenant the same as set forth in paragraph a.
- c. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, or marital status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- d. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, age, sex, height, weight, or marital status.
- e. The Grantee will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission, which may be in effect prior to the taking of bids for any individual State project.
- f. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a Grantee has not complied with the contractual obligations under this Grant, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the Grant found to have been violated, and/or declare the Grantee ineligible for future grants with the State of Michigan and its political and civil subdivisions, departments, and officers, including the governing boards of institutions in higher education, until

the Grantee complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Grantee is declared ineligible to grant as a granting party in future grants. In any case before the Michigan Civil Rights Commission in which cancellation of an existing grant is a possibility, the granting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

- g. The Grantee will comply with Act 220 of the Public Acts of 1976, the Michigan Handicapper's Civil Rights Act, and SECTION 504 of the Rehabilitation Act of 1973, P.L. 93-112, both of which prohibit discrimination against handicapped persons.

SECTION 16- PRICE

Prices quoted by the Grantee shall be the maximum to be charged during the Grant period; the State shall receive the benefit of any decrease in price that may occur.

SECTION 17 - TAXES

The State is exempt from Federal Excise Tax, and State or Local Sales Tax. Bid prices shall not include such taxes. Exemption Certificates for Federal Excise Tax will be furnished upon request.

SECTION 18 - INDEMNIFICATION

The Grantee shall indemnify and hold harmless the State, and its agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees arising out of, or resulting from the contracting out of and or performance of the work, which includes all labor, material and equipment required to produce the commodity, construction, and/or service required by the Grant, provided that any such claim, damage, loss, or expense

- a. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and
- b. is caused in whole or in part, by any negligent act or omission of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified.

In any and all claims against the State, or any of its agents or employees by any employee of the Grantee, any subgrantee, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Grant shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grantee or any subgrantee under worker's compensation acts, disability benefit acts, or other employee benefits acts.

The obligations of the Grantee under this Grant shall not extend to the liability of the State, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of, or the failure to give

directions or instructions by the State, its agents or employees.

SECTION 19 - GRANTEE'S LIABILITY INSURANCE

The Grantee shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of, or result from, the Grantee's operations under the Grant, whether such operations be by himself/herself or by a subgrantee, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefit, and other similar employee benefit act. A non-resident Grantee shall have insurance for benefits payable under Michigan's Worker's Compensation Law for any employee, resident of and hired in, Michigan; and as respects to any other employee protected by worker's compensation laws of any other state the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employee, subject to limits of liability of not less than \$300,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- e. Insurance for subparagraphs 3 and 4 non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000 each occurrence and when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the indemnification clause of this Grant.

SECTION 20 - SOURCE OF FUNDS - TERMINATION

The State's payment of funds for purposes of this Grant is subject to and conditional upon the availability of funds for such purposes, being Foundation and/or State funds. No commitment is made by the State to continue or expand such activities. The State may terminate this Grant immediately upon written notice to the Grantee at any time prior to the completion of this Grant if, in the opinion of the State, funding becomes unavailable for this service, such funds are restricted.

In the event of termination, reimbursement of reasonable non-cancelable expenditures in accordance with SECTION 6 may be provided.

SECTION 21 - FEES AND OTHER SOURCES OF FUNDING

The Grantee shall not seek nor obtain funding through fees or charges to any client receiving services for which the State reimburses the Grantee under this Grant. The Grantee

guarantees that any claims made to the State under this Grant shall not be financed by any source other than the State under the terms of this Grant. If funding is received through any other source, the Grantee shall delete from Grantee billings, or immediately refund to the State, the total amount representing such duplication of funding.

SECTION 22 - PUBLICATION - APPROVAL AND COPYRIGHT

The State, DTE Energy Foundation and Grantee shall have co-copyright, property, and publication rights in all written or visual material or other work products developed in connection with this Grant. It is mutually agreed that the Grantee shall have the right to publish and disseminate work products under this Grant, provided that such publication shall contain a reference to the State and Foundation as being the holder of the copyright to the work.

SECTION 23 - RECORDS AND ACCOUNTS

The Grantee shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Granting Officer to assure a proper accounting for all project funds. Such records shall be the property of the State and made available for audit.

The Grantee shall install and maintain an accounting system to identify and support all expenditures billed to the State under this Grant. The accounting system must record all income and expenses for the Grantee's total program of which services provided under this Grant are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

The Grantee shall maintain, within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, worker's compensation, and other fringe benefits. The Grantee shall establish and maintain payroll records for all employees. The Grantee, in establishing and allocating salary and wages for employees, shall support these charges by electing to establish either:

- a. An adequate appointment and workload distribution system, accompanied by monthly reviews showing the actual changes in the workload distribution of each employee (i.e., an exception reporting system); or
- b. A monthly after-the-fact certification system which requires persons in supervisory positions having first-hand knowledge of the services performed to report the distribution of effort (i.e., a positive reporting system).

SECTION 24 - REVIEW AND MONITORING REPORTS

The Grantee shall comply with all program and fiscal review reporting procedures, as are, or may be, established by the State in completion of monitoring and progress reports at time intervals and on forms specified by the State. Any additional reports as deemed necessary by the Supervisor shall be made and submitted by the Grantee upon request.

SECTION 25 - EXAMINATION AND MAINTENANCE OF RECORDS

The Grantee shall permit the State or any of its identified agents access to the facilities being utilized at any reasonable time to

observe the operation of the program. Further, the Grantee shall retain all books, records, or other documents relevant to the Grant for six years after final payment, at his/her cost, and federal auditors and any other duly authorized by the State shall have full access to, and the right to examine and audit, any of the material during the period. If an audit is initiated prior to the expiration of the six year period, and extends past that period, all documents shall be maintained until the audit is completed. The State shall provide findings and recommendations of audits to the Grantee. The State shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Grantee in the period prior to the audit. If no payments are due and owing the Grantee, the Grantee shall immediately refund all amounts which may be due the State. The Grantee shall assure, as a condition of any sale or transfer of ownership of the Grantee agency, that the new purchasers or owners maintain the above described books, records, or other documents for any unexpired portion of the six year period after final payment under this Grant or the Grantee shall otherwise maintain the records as the State may direct. The Grantee shall, if he/she ceases business operations, maintain the records as the State may direct.

SECTION 26 - COMPLIANCE WITH STATE AND FEDERAL LAWS, RULES, REGULATIONS

The Grantee will comply with all State and Federal laws, rules, regulations, policies, guidelines, and requirements.

SECTION 27 – SUSPENDED AND DEBARRED PARTIES:

Subawards to debarred and suspended parties.

Grantees and subgrantees must not make any award or permit any award (subgrant or contract) as any tier to any party which is debarred, suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." List of debarred parties: <https://www.sam.gov/portal/public/SAM/>.



Michigan Department of Natural Resources, Forest Resources Division

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM TREE MAINTENANCE AGREEMENT



This information is required under authority of Part 5 of Act 451, P.A. 1994, as amended to verify information and report progress on the DTE Energy Foundation Tree Planting Grant Program.

Grant No.: _____

The Grantee certifies that customary and reasonable tree care and maintenance will be performed for three (3) years on all trees planted under the terms of the DTE Energy Foundation Tree Planting Grant Program.

Research has shown that tree care during the first three years after transplanting is critical to ensuring its long-term success and establishment. The estimated cost of the first year of tree maintenance may be counted towards the grantee match requirement.

Minimum standards for tree care are those criteria, instructions, and examples contained in *Tree Maintenance Guidelines (IC4108-1)*. Additionally, it is recommended that Grantee refer to the *American National Standards for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices (ANSI – A300)*. Tree maintenance includes, but is not limited to: watering, fertilizing, pruning, trimming, mulching, staking, and removing and replacing dead or dying trees.

Upon completion of the tree planting, a list of trees planted under this project must be submitted (PR4167-5). For each tree, list:

- Month and year planted
- Planting location
- Species
- Diameter or height

A substitute format (e.g. spreadsheet) may be used with approval of the Grant Supervisor.

Failure to comply with this requirement may result in cancellation of the current grant and disqualification from future grants.

I certify that I have read and understand the minimum standards for customary and reasonable tree care and maintenance and my organization will comply with all of the above.

Grantee Representative Name (please print)

Signature

Date



Michigan Department of Natural Resources – Forest Resources Division

DTE Energy Foundation Tree Planting Grant Program Volunteer Time Record

This information is required under authority of Part 5, 1994 PA 1994, as amended.

**DTE Energy
Foundation**



NAME (print or sign)	ACTIVITY DESCRIPTION	DATE PERFORMED	HOURS	HOURLY RATE*	TOTAL VALUE
TOTALS					

* **VOLUNTEER VALUE RATES:** \$24 (adults 16 & older); \$12 (Youth under 16). For professional services/time, use current professional rates and provide documentation of value.

I certify as the Grantee Representative that the information provided above is true and accurate to the best of my knowledge.

Grantee Representative Name - *Please Print*

Title - *Please Print*

Grantee Representative's Signature

Date

DNR USE ONLY	
APPROVE	<input type="checkbox"/> DISAPPROVE
_____ Name <i>Please Print</i>	_____ Title
_____ Signature	_____ Date

Return/mail completed record to:

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES
URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909-7952**



Michigan Department of Natural Resources, Forest Resources Division

**DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
GRANTEE'S FINANCIAL REPORT**

**DTE Energy
Foundation**



This information required under authority of Part 5 of Act 451, P.A. 1994, as amended to verify information and report progress on the DTE Energy Foundation Tree Planting Grant Program.

Grant No.	CASH CONTRIBUTIONS ¹		IN-KIND SERVICES ² (IN DOLLARS)	TOTAL
	Reimbursed Grant Funds (DTE Energy Foundation)	Grantee's Match (Local)		
Personnel				
Fringes				
Volunteer				
Trees				
Equipment				
Supplies				
Other				
Contractual Services				
TOTAL				

¹ *Cash contributions:* Cash expended to complete the grant must be documented with copies of paid receipts, invoices, and/or salary reports..

² *In-kind support:* Expense/value provided to complete the grant must be documented by minimum of signed/dated letterhead explaining how expense/value was calculated.

I certify that the above information is correct.

Grantee Representative Name – PLEASE PRINT _____ Grantee Representative Signature _____ Date _____

FOR GRANT REIMBURSEMENT, THE FOLLOWING DOCUMENTS MUST BE SUBMITTED:

- Project Narrative Summary (1pg. max): Include project goals, actual accomplishments and impact on the community. Also include key observations of successes, barriers or limitations to project completion.
- Copies of paid invoices, receipts etc. that document reimbursable expenditures and match on this project.
- Signed DTE Energy Foundation Tree Planting Grant Program Grantee's Financial Report - (PR 4167-2).
- Signed DTE Energy Foundation Tree Planting Grant Program Tree Maintenance Agreement - (PR 4167-4).
- Signed DTE Energy Foundation Tree Planting Grant Program Tree Inventory - (PR 4167-5).
- DTE Energy Foundation Tree Planting Grant Program Volunteer Time Record (*if applicable*) - (PR 4167-3).

Return completed report(s) to: Electronic: saversk@michigan.gov

or

Mail:

DTE ENERGY FOUNDATION TREE PLANTING GRANT PROGRAM
MDNR - URBAN AND COMMUNITY FORESTRY PROGRAM
PO BOX 30452
LANSING MI 48909