1. Packet

   Documents:

   CITY COUNCIL REGULAR MEETING AGENDA PACKET 7-18-16.PDF

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into, as of the date of the last signature shown on the signature page below (the "Effective Date"), by and between Inkster Public Library, a Michigan municipal corporation, organized pursuant to 1877 PA 64, whose address is 2005 Inkster Road, Inkster, Michigan 48141 (the "Purchaser") and City of Inkster, a Michigan Municipal corporation, whose address is 26215 Trowbridge, Inkster, Michigan 48141 (the "Seller"). In consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Property**. Subject to the following terms, covenants and conditions, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, the following (collectively, the "Property"):

(a) The property commonly known as the Inkster Public Library located at 2005 Inkster Road and the old Inkster City Hall located at 2121 Inkster Road in the City of Inkster, County of Wayne, State of Michigan, as identified "SITE" on the attached Exhibit A, together with all rights, easements and interests, water, air and mineral rights, streets, public ways or rights-of-way, privileges, tenements, hereditaments, improvements, licenses, appurtenances and other rights and benefits belonging or in any way related or appurtenant thereto and all available land divisions under the Land Division Act (formerly the Subdivision Control Act of 1967) ("Land");

(b) That any building ("Building") and all fixtures, structures and improvements of every kind, nature and description now situated on the Land, including, without limitation, all systems and utilities associated with and utilized by Seller in the ownership and operation of the Building (collectively, "Improvements");

(c) All right, title and interest of Seller, if any, in and to any assignable contracts or agreements relating to the Property, to the extent Purchaser agrees to assume such contracts or agreements ("Contracts");

(d) All transferable occupancy certificates, consents, authorizations, variances, waivers, licenses, permits, franchises and approvals relating to the use, development, maintenance or operation of the Property held by or granted to Seller, if any ("Approvals");

(e) All architectural tracings, blueprints and as-built drawings, pertaining to the Property, in Seller's possession or control ("Plans");

(f) All unexpired transferable guarantees and warranties given, made or issued by any contractors, subcontractors, suppliers, manufacturers and installers relating to the construction of the Improvements and the materials and equipment installed or located in the Property, if any ("Warranties");

(g) All right, title and interest of Seller to any personal property now in, on or attached to the Property, which is owned by Seller ("Personal Property").

2. **Purchase Price; Terms of Payment**. The purchase price for the Property shall be One Hundred Fifty Thousand Dollars ($150,000.00) ("Purchase Price"), which shall be paid by Purchaser to Seller, subject to the terms and conditions of this Agreement, in the following manner:

(a) Within five (5) days following the Effective Date, Purchaser shall deliver to a title company selected by Purchaser (the "Title Company") the sum of Twenty Thousand Dollars ($20,000.00) representing an earnest money deposit hereunder (the "Deposit"). The Deposit shall be held by the Title Company.

(b) At Closing, as defined below, Purchaser shall pay Seller the balance of the Purchase Price, adjusted by the amount of any prorations and adjustments required by this Agreement. Payment of the Purchase Price will be made by wire transfer of immediately available funds or delivery of a cashier's or certified check. Purchaser shall authorize Title Company to release the Deposit to Seller at Closing.

3. **Evidence of Title; Survey**. Within ten (10) days from the Effective Date, Seller shall provide Purchaser, at Seller's sole cost and expense, with a commitment for an ALTA owner's policy of title insurance without standard exceptions, naming Purchaser and its successors and assigns as the proposed insured, identifying the condition of title to the Property, issued by the Title Company in the amount of the Purchase Price, and dated later than the date of this Agreement (the "Title Commitment"). The Title Commitment shall be accompanied by legible copies of the instruments referenced in the Title Commitment. Notwithstanding the foregoing, if Purchaser does not obtain a survey acceptable to the Title Company to remove the "standard" exceptions, Seller must only provide Purchaser a title insurance policy with standard exceptions.

4. **Title and Survey Objections**. If Purchaser, or Purchaser's attorney, objects in writing to the condition of title to the Property or the Survey, Seller shall have thirty (30) days following such written notice (the "Cure Period") to make good faith efforts to remedy such defect(s), and to provide Purchaser with a revised Title Commitment or Survey or other evidence satisfactory to Purchaser in its sole discretion showing that the defect(s) have been remedied. If Seller is unable to so remedy the defect(s) within the Cure Period, Purchaser, at its option, may: (i) waive any defect(s) and the parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) terminate this Agreement by notice to Seller, in which case Purchaser shall immediately receive a refund of the Deposit, and the parties shall have no further liability or obligation under this Agreement. Seller shall be obligated to discharge, prior to or at closing, any lien or other encumbrance that secures or seeks to enforce against the Property a specified sum of money. If Purchaser does not object to the condition of title or Survey as provided above, or if Purchaser's title or Survey objections have been satisfied or waived, the exceptions of record identified in the Title Commitment (by reference to recorded instruments), shall constitute "Permitted Exceptions" to title.

5. **Inspection Period**. Purchaser shall have a period of One Hundred Twenty (120) days from the Effective Date (the "Inspection Period"), to inspect the Property, including, without limitation, the physical and environmental condition of the Property, the availability of all permits and approvals, the location and availability of utilities and access, existing soil conditions, the impact of governmental requirements and the feasibility of developing the Property as proposed by Purchaser. Within ten (10) days from the Effective Date, Seller shall provide Purchaser with copies of all surveys, environmental reports, engineering and soil boring test reports, government "review" letters, and any other documents in Seller's possession or reasonably available to Seller regarding the Property. At all times during the term of this Agreement, Seller grants to Purchaser, and those persons designated by Purchaser, the right to enter upon the Property in order to inspect the Property and to make soil borings and perform such other engineering and environmental tests and studies regarding the Property as are necessary for Purchaser's investigation and proposed use of the Property, as determined by Purchaser, in its sole discretion. Purchaser shall use all

reasonable efforts to minimize any damage to the Property and, in the event any portion of the Property is disturbed or altered by virtue of Purchaser's investigations, Purchaser shall promptly, at its sole cost and expense, restore the Property to substantially the same condition that existed prior to such disturbance or alteration.

(a) Purchaser shall have the right to extend the Inspection Period for two (2) additional thirty (30) day periods by notifying Seller in writing of its election to extend the Inspection Period on or before the expiration of the immediately preceding Inspection Period.

(b) If Purchaser, in its sole discretion, determines that the condition of the Property is unsatisfactory, Purchaser may, at its option at any time prior to 5:00 p.m., local time, on the first business day following the conclusion of the Inspection Period, as may be extended (the "Notification Date"), elect in writing to terminate this Agreement. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser, and the parties shall have no further rights or obligations under this Agreement. If Purchaser does not provide Seller with notice of termination on or before the Notification Date, Purchaser shall be deemed to have elected not to terminate this Agreement under this Section 5, and the parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

6. **Covenants of Seller**. Seller covenants with Purchaser that during the term of this Agreement:

(a) Seller shall not: (a) sell, transfer, assign, convey or dispose of any of its rights under this Agreement or in the Property; (b) grant any lien or encumbrance on or permit any lien or encumbrance on the Property; (c) grant any easement or right-of-way in or on the Property; (d) grant, amend, terminate or modify any lease, license or other rights to use or occupy the Property to any person; (e) alter, modify, improve or impair the Property in any respect.

(b) Seller shall maintain the Property in good condition, reasonable wear and tear and damage from the elements excepted.

(c) Seller shall permit Purchaser and Purchasers' agents, employees, contractors and consultants access to the Property at all reasonable times for the purpose of inspecting the Property.

(d) Seller shall execute any documents provided by Purchaser which are required for the land division approval and any other zoning, site plan and other governmental permits, variances and/or approvals sought by Purchaser.

7. **Representations and Warranties of Seller**. Seller represents and warrants to Purchaser as of the date of this Agreement and then again as of Closing that:

(a) Seller has duly and validly authorized and executed this Agreement and Seller has full power and authority to enter into and perform its obligations under this Agreement.

(b) There are no unrecorded liens, encumbrances, mortgages, restrictions, easements, assessments or other matters on or against the Property.

(c) There are no pending or threatened actions, suits, claims or proceedings against Seller, the Property or otherwise affecting the Property at law or in equity or before any federal, state or local governmental department or agency.

(d) There are no tenants or occupants in the Property and Purchaser will be given possession of the Property at Closing.

(e) No toxic or hazardous substance or waste, including (without limitation) any substance defined as "hazardous" under any federal, state or local environmental law, ordinance, rule or regulation (collectively "Hazardous Materials") have been used, stored, generated, treated, released, spilled, discharged or otherwise disposed of by Seller or Seller's agents on, in, under or otherwise affecting the Property during any period in which Seller was either the owner or occupier of the Property. Seller has not received any notice from any applicable governmental entity of the potential of actual existence of any Hazardous Materials on, in, under or otherwise affecting the Property.

(f) There are no underground storage tanks or underground storage tank systems on, in or under the Property.

(g) Seller has not received notice of any intent to modify the assessed value of the Property or of any condemnation or eminent domain proceeding regarding any part of the Property and has not entered into any negotiations for the disposition of all or any part of the Property in lieu of the commencement of condemnation or eminent domain proceedings, and to the best of Seller's knowledge, there are no proceedings pending before any governmental agency to modify the assessed value of the Property or to impose a special assessment or other public authority change against the property.

(h) Seller has not received notice of any violation or alleged violation of any legal requirement affecting the Property, including, without limitation, any violation or alleged violation of any local, state or federal environmental law, rule or ordinance and specifically including, without limitation, variances or special permits affecting the Property.

(i) There are no special assessments against the Property.

The foregoing representations and warranties shall be continuing and shall survive the Closing. In addition, Seller shall indemnify, defend and hold Purchaser and its officers, directors, employees and agents harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties and damages, (including, reasonable attorneys' fees) arising out of, resulting or related in any manner to a breach of any of these representations and warranties by Seller including, without limitation, the cost of any required and necessary repair or remediation of the Property.

8. **Closing**. The consummation of the sale and purchase of the Property ("Closing") shall take place on or before thirty (30) days after the expiration of the Inspection Period. The Closing shall be held at the offices of the Title Company or such other place as the parties may mutually select. At Closing, Seller and/or Purchaser, as appropriate, shall deliver or cause to be delivered the following:

(a) Warranty Deed, subject only to the Permitted Exceptions.

(b) Closing Statement duly executed by Seller and Purchaser providing for the prorations and adjustments required by this Agreement.

(c) Affidavit certifying that Seller is not a "foreign person" as defined in Section 1145 of the Internal Revenue Code of 1986, as amended.

(d) Bill of Sale and General Assignment of all Personal Property, Approvals, Plans, Warranties and Intangible Property to Purchaser.

(e) Assignment of all Contracts that Purchaser has elected to assume to Purchaser with (a) the agreement of Seller to indemnify, defend and hold Purchaser harmless from and against any and all claims, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising from liabilities and obligations of Seller under the Contracts arising prior to Closing and (b) the agreement of Purchaser to indemnify, defend and hold Seller harmless from and against any and all claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising from liabilities and obligations of Purchaser under the Contracts arising after Closing.

(f) Title Policy (or a "marked-up" commitment therefor) issued by the Title Company, dated as of the date of the recordation of the Deed in the amount of the Purchase Price.

9. **Prorations, Adjustments and Costs**.

(a) Real property taxes assessed on the Property shall be prorated between the parties with respect to the calendar year of Closing, based on the tax bills issued during such calendar year, such proration being computed on the assumption that the real property taxes identified in such bills relate to the calendar year of Closing (e.g., the Winter and Summer tax bills) and accrued ratably throughout such year. In the event the tax bills are not available by the Closing Date, the parties shall use the amount of the last such bills issued.

(b) Seller shall be responsible for payment of all special assessments against the Property.

(c) The cost of recording the Warranty Deed shall be paid by Purchaser.

(d) All state and county transfer taxes shall be paid by Seller.

(e) All utility charges shall be prorated as of the Closing Date based on the last available bills with respect thereto, subject to adjustment after the Closing upon receipt of new bills.

(f) All title company closing fees and/or escrow fees shall be shared equally between the Seller and Purchaser.

10. **Damage or Destruction of Property Before Closing**. If, at any time before Closing, all or any part of the Property is damaged or destroyed by any casualty or loss whatsoever, Purchaser shall have the right, upon providing written notice thereof to Seller to either consummate the purchase of the Property as provided by this Agreement whereupon Purchaser shall take the proceeds of any insurance covering such damage or destruction of the Property or to

terminate this Agreement whereupon the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force of effect.

11. **Condemnation of Property Before Closing**. If, at any time before Closing, any authority having the right of eminent domain shall commence any legal action for the temporary or permanent taking or acquisition of all or any part of the Property, Seller shall immediately give written notice thereof to Purchaser and, Purchaser shall have the right, upon providing seller with written notice thereof, to consummate the purchase of the Property as provided by the Agreement with a reduction being made in the Purchase Price in an amount equal to any proceeds received by Seller prior to Closing resulting from a condemnation award or judgment and an assignment from Seller, of the right to receive any and all future proceeds of any condemnation award or judgment. If Purchaser shall elect to not so consummate the purchase of the Property, upon written notice thereof to Seller, Purchaser may terminate this Agreement, whereupon the Deposit shall be immediately returned to Purchaser and this Agreement shall thereafter be of no further force or effect.

12. **Default**. In the event Seller fails or refuses to comply with the terms of this Agreement, for any reason, other than Purchaser's default hereunder, Purchaser may, in its sole discretion, elect to terminate this Agreement and receive an immediate refund of the Deposit and/or sue for specific performance of this Agreement and whatever damages and other relief are accorded by law and/or equity. In the event Purchaser fails or refuses to comply with the terms of this Agreement, for any reason other than Seller's default hereunder, the parties hereto agree that Seller may terminate this Agreement and retain the Deposit, as Seller's sole and exclusive remedy hereunder.

13. **Broker's Commission**. Seller and Purchaser each represent and warrant to the other that they have not engaged the services of, or contracted with, any broker or agent or finder, with respect to whom any brokerage fees, sales commissions or finder's fees are or will be due in connection with the sale and purchase of the Property, other than Plante Moran CRESA (Puchaser's Agent) and CBRE (Seller's Agent). Brokerage commission shall be detailed and due pursuant to a separate commission agreement.

14. **Assignment**. Purchaser may not assign this Agreement without the written consent of Seller, which consent shall not be unreasonably withheld.

15. **Successor and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

16. **Waiver**. Failure by Purchaser or Seller to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement.

17. **Amendments**. No amendment, modification or alteration of this Agreement shall be deemed effective unless in writing and signed by both of the parties hereto.

18. **Merger**. All of the representations, covenants and agreements made under this Agreement shall survive the Closing and shall not be deemed to merge upon the acceptance of the Warranty Deed for the Property.

19. **Partial Invalidity**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this Agreement may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be modified and as modified shall be fully enforced.

20. **Time is of the Essence**. Time is of the essence with respect to the performance of the parties' obligations hereunder.

21. **Days**. Whenever this Agreement requires that something be done within a specified period of days, that period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires, and (d) be construed to mean calendar days; provided, that if the final day of the period falls on a Saturday, Sunday or legal holiday, the period shall extend to the first business day thereafter.

22. **Drafting**. Each party acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

23. **Rights Cumulative**. Each and every of the rights, benefits and remedies provided to Purchaser or Seller by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity.

24. **Notices**. Any notice or consent required to be given pursuant to this Agreement shall be effective only if in writing which is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) sent by certified mail with postage prepaid, return receipt requested to such party at such address; (c) by facsimile or electronic (email) transmission, provided that a hard copy of such notice is sent by first class mail; or (d) by Federal Express or other similar air courier. Notices shall be deemed given upon personal delivery; on the day received if by facsimile or electronically during the hours of 9:00 a.m. to 5:00 p.m. EST, Monday-Friday; one (1) business day following deposit with an air courier or three (3) business day following mailing. Notices shall be deemed properly addressed if addressed to the following addresses:

If to Seller: City of Inkster
Attn: Jeannie Fields
26215 Trowbridge
Inkster, Michigan 48141

With a copy to: _____
_____
_____
_____

If to Purchaser: Inkster Public Library
Attn: Michael Wells
2005 Inkster Road

Inkster, Michigan 48141

With a copy to: Benjamin J. Price
Foster, Swift, Collins & Smith, P.C.
313 S. Washington Square
Lansing, Michigan 48933

25. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated herein and supersedes all prior oral and written understandings or agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date executed below.

PURCHASER

INKSTER PUBLIC LIBRARY

By: _____

Its: _____

Dated: _____

SELLER

CITY OF INKSTER

By: _____

Its: _____

Dated: _____

PROPOSAL

EXHIBIT A

80140:00001:2693159-1

July 5, 2016

Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, July 5 , 2016.

Prior to the Regular Council Meeting: City Council members discussed:

A. The agenda.

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Pastor Sherock

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Jones	Absent
Councilwoman Richardson	Present		

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden Council convenes into a Closed Executive Session a 7:35 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 7
NAYS: 0
ABSENT: 0

Moved by Councilmember Oden, Seconded by Mayor Pro-Tem Williams to adjourn the closed Executive Session at 7:15 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:35 p.m.

Pledge of Allegiance

***A Quorum was present**

Approval of Agenda

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Richardson to approve the agenda with added items "E" and "F" under New Business.

Resolution 7-16-176R - Motion carried.

Presentations/Discussion

Public Hearings

Consent Agenda

A. June 20, 2016 Regular City Council Meeting Minutes.
B. June 20, 2016 Special City Council Meeting Minutes.
C. Allen Brother's & Attorney's PLLC. Invoice $20,463.20

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to approve the Consent Agenda.
Resolution 7-16-177R – Motion carried.

Boards and Commission

A. Update of current list of appointments to Boards & Commissions.

Previous Business

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

A. Discussion/Action: (Mark Stuhldreher) Consideration and approval of a one year Service Agreement with Plante Moran at a monthly fee of $15,000.

Moved by Councilmember Richardson, Seconded by Councilmember Howard to approve a one year Service Agreement with Plante Moran at a monthly fee of $15,000.00.
Resolution 7-16-178R – Motion carried.

B. Discussion/Action: (Felicia Rutledge) Consideration and approval of a Special Event; Commission on Aging Annual Picnic from 11:30 a.m. until 2:30 p.m., August 12, 2016 at Wheatley Park.

Moved by Councilmember Oden, Seconded by Councilmember Richardson to approve a Special Event; Commission on Aging Annual Picnic from 11:30 a.m. until 2:30 p.m. August 12, 2016 at Wheatley Park.
Resolution 7-16-179R – Motion carried.

C. Discussion/Action (Felicia Rutledge) Consideration of a street closure request of Redmill Dr. between Redmill Dr. and Cherry Lane streets on July 16, 2016 for a Block Party between 1:00 p.m. until 8:00 p.m. (applicant is Glen Oliver)

Moved by Councilmember Richardson, Seconded by Councilmember Oden to approve a street closure request of Redmill Dr. and Cherry Lane Streets Streets on July 16th for a Block Party between 1:00 p.m. and 8:00 p.m.

(applicant is Glen Oliver)
Resolution 7-16-180R – Motion carried.

D. Discussion/Action: (Felicia Rutledge) Consideration of a street closure request of Andover between Princess and John Daly streets on July 8, 2016 for a Birthday Party between 4:00 p.m. until 9:30 p.m. (applicant is Lateasha Murray)

Moved by Mayor Pro-Tem Williams, Seconded Councilmember Oden to approve a street closure request of Andover between Princess and John Daly on July 8, 2016 for a Birthday Party between 4:00 p.m. and 9:30 p.m. (applicant is Lateasha Murray)
Resolution 7-16-181R – Motion carried.

E. Discussion/Action: (City Council) To appoint Jeannie Fields as Interim City Manager beginning Sunday July 10, 2016 and ending Monday July 25, 2016 when the new Interim City Manager arrives.

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Oden to appoint Jeannie Fields as Interim City Manager beginning July 10, 206 and ending July 25, 2016 when the new Interim City Manager arrives.
Resolution 7-16-182R – Motion carried.
NAY: (Nolen, Watley)

F. Discussion/Action: (City Council) To vote in accordance with the vote that was taken in closed session. (Van Silica)

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Howard to approve the vote that was taken in closed session (Van Silica)
Resolution 7-16-183R – Motion carried.

Public Participation

- **Connie Mitchell** – Asked about the status of using city property for a garden.
- **Venita Sims** – Concerns about her water bring shut-off.
- **Wayne County Commissioner Glen Anderson** – Recognized the passing of State Representative Julie Plawecki. He additionally gave an update on the progress of the new Wayne County Jail.
- **Tracy Green** – Stated she is running for Wayne County Commissioner.
- **Sue Mason** – Stated she is a candidate for the 12th District. She further stated she attended the InkTown Music and Rib Fest.
- **Larry Motley** – Stated trash is on Cherry Street. Further he stated that the grass around the city is very high.
- **Gabe Henderson** – Announced the Inkster Good Fellow spaghetti and fish fundraiser.
- **Dorothy Gardner** – Gave a tribute to Interim City Manager, Mark Stuhldreher who will be leaving the city of Inkster for a new career venture.

City Clerk

- Stated that a Special Election had been called by Governor Rick Snyder. This election would take place on August 30, 2016 to replace the person who would serve out the term of State Representative Julie Plawecki.

City Manager

- Stated that he would be leaving the City of Inkster for another position. He also stated that persons are tasked with executing the policy and he hopes that make consistent and rational decisions. He additionally stated what has happened at the City of Inkster impacted twenty five thousand residents. He further stated that he has high expectations for the city to get thru the next five (5) years and become a sustainable community.

Mayor and Council

- **Councilwoman Howard** – Stated she is emotional about Mark Stuhldreher leaving. She said that the city will be at a loss and hates to see him go. She wished Mr. Stuhldreher the best of luck in his future endeavors.
- **Councilman Oden** – Wished Mark Stuhldreher good luck with his future position. He said that kids are playing basketball in the middle of the street North of Avondale. He said they are impacting traffic that is trying to pass thru. He further stated that trash is all over 332 Central. Lastly he stated the charter commission meeting was changed.
- **Councilwoman Richardson** – Announced her condolences to Representative Plawecki and her family. She stated that the Detroit Coalition, Inkster Viking Pride and NAN will be hosting the Journey for Justice Project at the Recreation Complex. She thanked Mark Stuhldreher for assisting her in getting with getting re-acclimated to city council.
- **Mayor Pro-Tem Williams** – Thanked Mark Stuhldreher for his service to the city of Inkster. He stated he had to make a lot of tough decisions. He announced the Police Department Memorial Ceremony. He lastly stated there is trash on Cherry Street and thanked the Inkster Police Department for their service during the Inkster Music and Rib fest.
- **Mayor Nolen** – Announced the meeting of the 13th District Democratic Party at Westland City Hall on July 7, 2016. He stated that this meeting would be held to determine the name that would replace Representative Julie Plawecki on the ballot. He said the city of Inkster has forty four delegates and needs to show up for the vote. He lastly stated he appreciated Mark Stuhuldreher and the leadership role that he served in.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Mayor Pro-Tem Williams Seconded by Councilmember Richardson and carried, the Regular Council meeting of July 5, 2016 was adjourned at 8:30 p.m.

Felicia Rutledge, City Clerk
City of Inkster

CITY OF INKSTER

Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term	9 Members	Ordinances: 414,457 & 508
Denise Champagne, Project Dir. - (Ex-Officio Member)		Tenure
Rochelle Wells		Exp. 02/16/17
Audrey Jean Searcy		Exp. 06/02/16
Doris Horne		Exp. 02/16/17
Henry Wade		Exp. 02/01/18
Toni Bailey		Exp. 07/06/17
Dorothy Gardner		Exp. 06/16/16
Chuck Coleman		Exp. 02/01/18
Gabe Henderson		Exp. 02/01/18
June Patterson		Exp. 12/1/16
Patricia Donald		Exp. 07/06/17
Jessie Shelby		Exp. 08/03/17

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
WCA Assessing		Clerk of the Board – Non Voting
William Miller		Exp. 01/19/17
Peggy Jordan		Exp. 01/19/17
Lenoria Warmack		Exp 01/04/17
Celeste McDuffie		Exp. 01/04/17

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Toni Bailey	Exp. 05/16/18
Vacant	
Vacant	
Gabe Henderson	Exp. 05/16/18
Vacant	
Vacant	
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Vacant	
Vacant	
Avis Love	Exp. 03/16/17

BUILDING AUTHORITY COMMISSION - *Inactive*

[MEETINGS: Second Monday in January]

3 Year Term	5 Members	State Law and Resolution 74-1-39
Nathaniel Elcock		Exp. 12/31/05
Hersey Bryant, (C)		Exp. 12/31/00
Horace Wells		Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term	9 Members	Ordinances 593 and 609
Timothy Williams Ex-Official		Exp. 11/16/12
~~Danny Van Scheiack~~	Dist. 1	~~Exp. 12/01/11~~
Vacant	Dist. 2	
Vacant	Dist. 3	
Alfreda Flowers	Dist. 4	Exp. 06/04/15
Vacant	Dist. 5	
Franklin Minor	Dist. 6	Exp. 01/04/19
~~George Coller~~	Mayoral	~~Exp. 03/16/12~~
~~Carmen Mitchell~~	At-Large	~~Exp. 02/18/11~~

CANVASSERS BOARD

[MEETINGS: As Required] ***INACTIVE DUE TO STATE STATUE***

4 Year Term	4 Members	State Law
Deborah Owens (Dem)		Exp. 12/31/15
Gloria Brown (Dem)		Exp. 06/04/16
Courtney Owens (Dem)		Exp. 06/04/16
Eugene Brazeal (Rep)		Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term	3 Members	Ordinances 237 & 559
Clarence Oden		Exp. 6/18/15
Vacant - (Employee Representative)		
~~James White~~		~~Exp. 12/04/11~~
- (Commission Appointment)		

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade - (Licensed Plumber)		Exp. 12/17
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason - (Licensed Electrician)		Exp. 10/17
Marcus Hendricks – - (Licensed Electrician)		Exp. 12/17
- Tom Michelini – Building Inspector - (Licensed Engineer/Inspector		Exp. 04/19

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Byron Nolen		Tenure
Martha Theis		Exp. 01/14/18
Lewis Gregory		Exp. 10/06/18
Cynthia Adams		Exp. 01/14/18
Brittni Abiolu		Exp. 05/18/19
Peter Cimeot (Treasurer)		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade (Vice-Chair)		Exp. 12/17/16
Rerhi Onomake (Secretary)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Byron Nolen		Tenure
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		EXP. 06/07/19
Vacant		

ELECTRICAL EXAMINING BOARD

Indefinite Terms	4 Members	State Law and Ordinance 616
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term | 6 Members | State Law and Ordinance 99

Montel Armstrong	Tenure
William Acklin	Exp. 03/17
Ernest Hendricks	Exp. 03/19
James Orr	Exp. 09/20
Ernestine Williams	Exp. 03/19
Deborah Walker	Exp. 10/19

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term | 7 Members | State Law and Ordinance 196

Vacant	Dist. 1	
Vacant	Dist. 2	
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Michael Wells	Dist. 6	Exp. 12/20/12
Vacant		

LIBRARY BOARD 4 year term

Michael Wells	Exp. 2019
Akindele Akinyemi	Exp. 2019
DeAndra Crystal-Rikay Watley	Exp. 2019
Dosye A. Thompson	Exp. 2019
Emmereal Shawn Wells	Exp. 2019
Ruth E. Williams	Exp. 2019

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term | 7 Members | Ordinance: 603

Nell Harrison	Dist. 1	Exp. 3/21/18
Curtistine Barge	Dist. 2	Exp. 1/20/18
Brittni Abiolu	Dist. 3	Exp. 3/7/18
Olubisi B. Ajetunmobi	Dist. 4	Exp. 1/20/18
Vacant	Dist. 5	
Barbara Cooper	Dist. 6	Exp. 5/2/18
Marie Jenkins	**Mayoral**	Exp. 1/20/18

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term | 7 Members | State Law and Ordinance 409

Theodore Mimms	Exp. 11/19/14
Eugene Thompson (VC)	Exp. 11/19/14
Dorothy Gardner	Exp. 11/19/14
Darwin Howard	Exp. 12/15/14
William Howard	Exp. 11/03/15
Cheryl Stinson	Exp. 02/02/16
Vacant	

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]
2 Year Term 9 Members Ordinances: 493 & 551

Sandra French	Dist. 1	Exp. 10/06/16
Deborah Owens	Dist. 2	Exp. 03/25/16
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernell Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
James Richardson IV	Dist. 6	Exp. 09/15/16
Tonia Williams	Mayoral	Exp. 02/16/17
Dr. Lydon Jones	Mayoral	Exp. 12/21/17
Yolanda Lockett	Council	Exp. 01/20/17

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term 6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Tiwain Smith	**Mayoral**	Exp. 3/7/18

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]
3 Year Term 9 Members State Law and Ordinance 33

Marcus Hendricks (Council appointee) (Chairman)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Robert Thomas	Exp. 10/18
Emmereal Wells	Exp. 04/18
James Garrett	Exp. 08/17
William Ratliff	Exp. 0419
Lynette Cain	Exp. 05/19
Steven Chisholm	Exp. 0419

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]
2 Year Term 5 Members Charter

Lorenzo A. Moner, Jr.	**Mayoral**	Exp. 12/17
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard Hampton, II		Exp. 12/17
Charles Hines **(Pension Board Appt)**		Exp. 12/12

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Marcus Hendricks	App. 02/18/13
Dennis Welslo	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term	7 Members	State Law and Ordinance 277
Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 01/14/17
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 09/2/17
Vanola Williams	Dist. 5	Exp. 09/03/16
Norma McDaniel	Dist. 6	Exp. 10/05/18
Tom Michelini		Exp. 04/18/19

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 36300 Warren Rd. Westland, MI. 48185]

Mayor Pro-Tem Timothy Williams	Exp. Tenure
Denise Champagne, Community Appointee	Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly and locations are various]

Timothy Williams, Council Appointee	Exp. 2016

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term	13 Members	Resolution 85-8-331
Byron Nolen		Tenure
Brittni Abiolu		Exp. 6/06/22
Herbert Johnson (Vice Chair)		Exp. 06/6/22
Vacant		
Rerhi Onomake		Exp. 03/16/21
Dennis Weislow		Exp. 06/07/19
Vacant		
Mary Weislow (Treasurer)		Exp. 06/06/22
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years	Up to 9 members	Resolution 02-9-458
Timothy Williams, City Council Representative		Tenure
Mark Stuhldreher, Treasurer		Tenure
M. Jeannie Fields, Community Dev. Mgr.		Tenure
Tonia C. Williams (C)		Exp. 10/06/16
Dorothy Gardner		Exp. 09/21/17

NOTES:

____ Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Jeannie Fields, Acting City Manager **Date: 07-11-2016**

From: Chief Chuck Hubbard **Date for Council Consideration: 07-18-2016**

ACTION REQUESTED: Consider approval of a purchase one rescue with government pricing through Mercy Sales Incorporated by leasing for 5 years at a total cost of $165,579.00 with 20% down and a payment of $28,176.49 per year due each December.

Current Action *approval required* Emergency Future

Funds Budgeted: If Yes____XXX_____ Account #__101-337-990.000__ No ____ N/A

Treasurer's Approval_____

BACKGROUND:

The City of Inkster currently has a seven year old rescue whose typical life span is 5 years that needs to be upgraded to continue the level of EMS service that the department delivers to our residents. Our current Rescue runs on more than 5000 calls per year and has accrued approximately $13,000.00 in repairs over the last fiscal. We have had to borrow rescue trucks from other fire agency's several times due to ours being inoperable. This has caused the city to loose several thousands of dollars in revenue and has put a strain on our mutual aid agreement with neighboring departments.

SCOPE OF SERVICES:

To lease/ purchase a 2016 Marque rescue under a national government bid.

JUSTIFICATION:

From a Risk Management perspective it makes sense to create a less hazardous environment for our staff when feasible, by providing our emergency responders the best equipment possible with the limited dollars we have. The benefit would be felt along three points of light, first by our emergency responders in the field providing a higher level of service. The second would be to the fire department budget by keeping our maintenance cost down and the final long term benefit would be that the general fund would continue with a positive revenue

stream. This is a sole purchase item through a national government bid utilized by other departments some of which we work with on a daily basis. Please see attachment A for a detailed summary of why this vendor has been selected. This vendor also offers each department the opportunity to get a rebate based on the number of ambulances purchased in a given year (see attachment B). It is imperative that our trucks have similar capabilities and design structure because we utilize each other's equipment and third party maintenance facility. The item is budgeted in the 2017 budget year.

PROJECT IMPROVEMENTS:

1. Enhance Public Safety.
2. Improve and promote the image of Inkster, its citizens, and its firefighters.

COSTS:

The cost will be a 20% down $33,115.00 with an annual payment of $28,176.49 for 5 years.

PROJECT TIME TABLE:

The vehicle will be ready in August for delivery to our department and immediately placed into service when the radios are installed.

RESOLUTION:

Authorization is hereby given to:

Resolved by: Seconded by:

Yes:

No:

Absent:

CITY OF
SAULT STE. MARIE
FIRE DEPT.
PARAMEDIC
ALPHA 151

June 22, 2016

RE – CITY OF INKSTER, MI

REV Financial Services is pleased to present the following proposal for the transaction described below:

LESSEE: CITY OF INKSTER, MI

EQUIPMENT: 1 MARQUE TYPE III AMBULANCE(S) E-450 $165,579.00

EXPIRATION: INDEXED TO 5 YEAR SWAPS

LEASE QUOTE:

Amount	Rate	Payments	Payment Factor	Residual	Term	Adv. / Arr.
$165,579.00	2.67%	$28,176.49	.26461561	NONE	5 YR ANNUAL	Arrears

LEASE: This is a tax-exempt, municipal government lease with the title to the property passing to Lessee. This is a net lease under which, all costs, including insurance, maintenance and taxes, are paid by Lessee for the term of the lease.

NOTES: $33,115.00 DOWN PAYMENT (20%). $400.00 doc fee at closing. This proposal assumes a loan start date of 7/22/2016 with the first annual payment due on 12/1/2016. Subject to municipal underwriting.

APPROVAL: This proposal, until credit approved, serves as a quotation, not a commitment by Lessor to provide credit or property. Lessor acceptance of this Proposal is subject to credit; collateral and essential use review and approval by Lessor. The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates. The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form and substance satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. The quoted interest rate assumes the Lessee designates the Lease as "bank-qualified" pursuant to Section 265(b) of the Code.

Thank you for the opportunity to present this proposal. If you have any questions, please contact me at my number or e-mail address below.

Sincerely,

Mike Schober
Regional Sales Manager
M (682) 218-6294
michael.schober@revgroup.com

Vehicles for life

www.REVgroup.com

Attachment A

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
March 14, 2016

SUBJECT: AWARD OF PROPOSAL FOR TYPES I & III AMBULANCES, RELATED EQUIPMENT AND SERVICES

ADMINISTRATIVE SUMMARY

- Requests for Proposal were advertised, available on the MITN e-procurement site, and publicly opened on Tuesday, December 8, 2015, for Type I & III Ambulances. Notification was sent to over one-hundred (100) firms with five (5) companies responding, providing six (6) options. The request for proposals (RFP's) received were from Emergency Vehicles Plus representing Wheeled Coach, Halt Fire representing PL Custom Vehicles, Horton Emergency Vehicles; Mercy Sales representing Excellence Ambulance, and Marque Ambulance and Rolland Specialty Vehicles representing American Emergency Vehicles.

- The RFP was a cooperative effort between the Cities of Farmington Hills, Rochester Hills, Warren, and the Townships of Northville and Commerce. The City of Farmington Hills acted as lead agency for the RFP. The proposal was developed with the intent to create a comprehensive agreement for new ambulances, parts, service, training, and owned ambulance refurbishment. The expected initial purchase from the named agencies is eighteen (18) vehicles. In addition, once an award is made, will be extendable to all members of the MITN Purchasing Cooperative (150+ agencies). In fact, the City of Walled Lake is anxiously awaiting award so they can order vehicles.

- Specifications require the awarded firm to provide a comprehensive product offering of vehicles, equipment, parts, accessories, and related services for both Type I & Type III Ambulances. The agreement will be for three (3) years with an option to renew for three (3) additional one-year terms. Respondents were asked to provide a pricing scheme that would allow each agency to build vehicles that meet their individual needs and would accommodate changes and updates to vehicle standards, component parts, technology, truck build costs, and changes in trade-in values.

- Each response was evaluated by the participating agencies on qualifications including experience, references, ability to supply multiple vehicles in a timely manner, customer service approach including warranty and after-warranty work, pricing scheme for vehicles, accessories, parts, and value added items such as training, employee certification, and rebates. Upon review, two (2) vendors were short listed and the committee interviewed and reviewed equipment with both vendors (Mercy Sales representing Marque Ambulance and Rolland Specialty Vehicles representing American Emergency Vehicles). Upon completion of the interview and equipment review, the committee unanimously recommended Mercy Sales representing Marque Ambulance for award. The committee made up of staff from Fire, Vehicle Maintenance, and Purchasing from all the agencies is recommending the City enter into an agreement with Mercy Sales Representing Marque Ambulance. Mercury Sales has extensive experience in building both types of vehicles. They have local representation to assist with any issues that arise and they have two (2) service centers in Michigan plus mobile technicians able to provide on-site service. The example truck pricing offered by Mercy Sales was very competitive (see tabulation below). Their pricing scheme going forward includes volume discounted, firm fixed pricing which will be updated and confirmed yearly based on State/County government pricing. In addition, Mercy Sales representing Marque Ambulance has excellent references and offer valuable extras including technician certification training and yearly rebates based on MITN Cooperative Volume, and like vehicle volume. The committee is confident Mercy Sales representing Marque Ambulance understands the full scope of the agreement and will provide quality vehicles and excellent customer service.

TOTAL PRICING EXAMPLE TRUCKS

FIRM NAME(S)	TYPE I- EACH	TYPE III EACH	TOTAL
EMERGENCY VEHICLES PLUS REPRESENTING WHEELED COACH	$214,649.00	$151,417.00	$366,066.00
HALT FIRE RPERESENTING PL CUSTOM	$279,410.00	$198,381.00	$477,791.00
HORTON EMERGENCY VEHICLES	$260,207.00	$170,804.00	$431,011.00
MERCY SALES REPRESENTING EXCELLANCE	$268,696.36	$187,491.81	$456,188.17
MERCY SALES REPRESENTING MARQUE	$225,610.00	$151,568.00	$377,178.00
ROLLAND SPECIALTY VEHICLES REPRESENTING AEV	$256,446.69	$190,671.69	$447,118.38
ROLLAND SPECIALTY VEHICLES REPRESENTING AEV	*$256,446.69*	*$151,796.69*	*$408,243.38*
Requested Correction of total Bid-per email notification of mistake			

- The above pricing for each agency is based on firm fixed pricing but tailored to each agency's needs. The Farmington Hills Fire Department worked with DPW staff and Mercy Sales to determine the best vehicles to meet our current operational and staffing model. The recommendation is for our Fire Department to standardize all of our ambulances to Type I Medium Duty Vehicles with enhanced GVWR rating and no added fire suppression equipment. Moving to one type of ambulance will allow better rotation of units, standardized Fire Fighter training, and standardized unit maintenance.

- Funding for this purchase is available in the 2015/16 and 2016/17 CIP. As part of the Mercy Sales proposal, an additional rebate is given if the City orders six (6) or more like vehicles at one time. The recommendation below requests City Council award four (4) vehicles in the 2015/16 Budget and two (2) vehicles in the 2016/17 budget with the understanding that if the budget for the two (2) trucks does not get approved in June, the two (2) vehicles will be cancelled and the rebate will be negated. The price per vehicle for Type I Ambulances meeting our requirements is $228,608 per truck for a total request of $1,371,648. Please note this pricing does not include end of year Cooperative Volume Rebates, nor does it include trade-in dollars from existing vehicles. The final trade-in numbers will be determined by Mercy Sales once mileage and condition is confirmed when they are turned in. The estimated trade in is $8,000-$10,000 per vehicle.

RECOMMENDATION

In view of the above, it is recommended that City Council authorize the City Manager to enter in agreement with Mercy Sales representing Marque Ambulances for Type I & III Ambulances & Related Equipment for a period of (3) years with optional renewal for three (3) additional one (1) year periods through mutual consent under the same terms & conditions.

In addition, it is recommended that City Council authorize the City Manager to issue a purchase order for six (6) Type I ambulances for a total of $1,371,648; four (4) from the fiscal year 2015/16 Capital Fund and two (2) from the fiscal year 2016/17 Capital fund with the understanding that if City Council does not approve the 2016/17 Capital Budget the two (2) vehicles will be cancelled.

Prepared by: Michael Lasley, Director of Central Services
Reviewed by: Jon Unruh, Fire Chief
Approved by: Dave Boyer, City Manager

ATTACHMENT D

mercy sales incorporated

December 8, 2015

Farmington Hills Bid Consortium

31555 Eleven Mile Road

Farmington Hills Mi. 48336

Dear Consortium Members,

Mercy Sales, Inc. is excited for the opportunity to submit our proposal to Farmington Hills Bid Consortium. We believe you will find our proposal will provide your members with high quality ambulances and equipment from reliable vendors and manufacturers, at reasonable prices, that meet your employee and patient needs. The proposal also demonstrates our desire to partner and create a long term mutually beneficial relationship by providing additional discounts, identified in our attached rebate schedule, based on the annual purchasing volume of the consortium.

Mercy Sales, Inc has been a long term provider of ambulances in the Michigan and Indiana markets since 1994. We have established relationships with Excellence and Marque manufacturers for new and refurbished ambulances which are included in this proposal. Additionally, we have relationships with Ferno, Stryker and a local graphics company Graphik Concepts (Located in Farmington Hills, Mi.) which will provide you with access to attractive pricing while providing a professional look to your ambulance.

Mercy Sales understands that with the rising costs in healthcare and decreasing tax revenues the cost of equipment and supplies to provide the high quality products and services to the communities served is an extreme challenge. Mercy Sales has included in this proposal significant discounts in all the products. Additionally, we have additional rebates that depending on the volume of vehicles purchase will result in additional savings to each vehicle purchased.

We pride ourselves in delivering the highest quality products according to customer specifications and stand behind them with our dedicated and experienced service. Mercy Sales Inc. is excited in the possibility to establish ourselves as the provider for the Farmington Hills Bid Consortium. Thank you for the opportunity to provide a proposal for your new ambulances. If you should have any questions or require additional information, please contact me immediately (989) 798-4247 or email me at athompson@mercysales.com.

Sincerely,

Anthony V. Thompson

Sales Representative

mercy sales incorporated

Consortium Rebate Schedule(Contract Year)

Number of Ambulances Ordered per contract year	Rebate/Ambulance
0-5	$0.00
6-10	$1,250.00
11-15	$1,875.00
16+	$2,000.00

*Contract year means orders must be placed within 9 months from contract award date renewing annually on award date.

Example: Contract awarded January 16, 2015 order cutoff to retain that years rebate September 16, 2016.

Reconciliation of all contract year rebates to be completed within 90 days of contract year end.

Rebates will be reviewed on yearly basis based on volume of consortium

*Rebates can be given in lump sum to consortium to distribute or to individual entities per written discretion of consortium.

*Any Rebates available for chassis not purchased from Michigan contract pricing for Ford or Gm and or any other OEM chassis provider will be documented and passed along as additional Discount to purchaser.

*Additional discounts may be available for identical multiple truck orders based on options and ordered to be built at same time.

REQUEST FOR COUNCIL ACTION

To: M. Jeannie Fields – Acting City Manager **Date: July 11, 2016**

From: Denise Champagne, Director
Commission on Aging

Date for Council Consideration: July 18, 2016

ACTION REQUESTED: Consider approval of the Multi Year Plan (MYP) 2017-2019 of The Senior Alliance, Inc. (TSA) as recommended by the Commission on Aging along with the inclusion of their comments and concerns noted in their resolution.

Current Action ___X____ Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account #_____ No _____ N/A ____X___

Treasurer's Approval _____N/A_____

BACKGROUND INFORMATION

The Senior Alliance, Inc., Area Agency on Aging 1C, (TSA) is required by Michigan Office of Services to the Aging to submit their three year plan to all governing bodies of the 34 communities it represents as it relates to services provided by federal and state dollars. A request asking for a resolution approving said plan was received on June 1, 2016. In previous years this request has come directly from TSA to Mayor and Council.

This year, a request was made by the City Manager on 6/22/16 that the Commission on Aging review the plan and forward their approval via a resolution to Mayor and Council. The Commission on Aging held a special meeting on 7/8/16 to discuss this plan and adopted a resolution recommending it be approved, noting their concerns as part of their resolution.

SCOPE OF SERVICES

N/A

JUSTIFICATION

N/A

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

N/A

PROJECT TIME TABLE

TSA has requested that Mayor and Council approve the plan no later than July 29, 2016.

RESOLUTION

Approval of The Senior Alliance, Inc. (TSA) 2017-2019 MYP, as recommended by the Commission on Aging along with the inclusion of their comments and concerns noted in their resolution.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

Area Agency on Aging 1-C
3850 Second Street, Suite #100
Wayne, Michigan 48184-1755

TSA The Senior Alliance®

Allen Park
Belleville
Brownstown Twp.
Canton Twp.
Dearborn
Dearborn Hgts.
Ecorse
Flat Rock
Garden City
Gibraltar
Grosse Ile Twp.
Huron Twp.
Inkster
Lincoln Park
Livonia
Melvindale
Northville
Northville Twp.
Plymouth
Plymouth Twp.
Radford Twp.
River Rouge
Riverview
Rockwood
Romulus
Southgate
Sumpter Twp.
Taylor
Trenton
Van Buren Twp.
Wayne
Westland
Woodhaven
Wyandotte

June 1, 2016

Mayor Bryon Nolen
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Dear Mayor Nolen,

As you know, The Senior Alliance (TSA) provides services to older adults in the 34 communities of southern and western Wayne County. We are currently in the process of developing our 2017-2019 multi-year plan (MYP). The Michigan Office of Services to the Aging requires TSA to request a resolution approving TSA's MYP from each local unit of government in our planning and service area.

The 2017-2019 MYP **draft** is available on our website: www.aaa1c.org. TSA also conducted three (3) public hearings on the 2017-2019 MYP **draft** on May 9th, May 19th, and May 24th. The **Final** 2017-2019 MYP is expected to be available after June 23rd, upon the approval of TSA's Board of Directors.

On June 28th, TSA will be mailing you a letter requesting an approved resolution from your municipality for the **Final** 2017-2019 MYP. Please arrange to have your municipality's legislative body review and approve the plan no later than **July 29, 2016.**

If you have any questions regarding the MYP, please contact Nicole Jeffrey at 734-858-2238 or njeffrey@tsalink.org.

Thank you for your continued support of TSA and our mission to provide services to older adults in our region.

Sincerely,

Jason Maciejewski
Chief Information and Planning Officer

Phone: (734) 722-2830 or (800) 815-1112 Fax: (734) 722-2836
E-mail: info@aaalc.org
www.aaalc.org

Designated by the State of Michigan as an Elderly Friendly Livable Community

Commission on Aging
2000 Inkster Road
Inkster MI 48141

Telephone: (313) 561-2382

EXCERPT FROM COMMISSION ON AGING SPECIAL MEETING
JULY 8, 2016

07-08-16 Motion made by Commissioner Shelby, seconded by Commissioner Searcy to approve the Final 2017-2019 MYP noting the following concerns:

1. TSA stated they will continue ongoing slide presentation on local community channels. To our knowledge this is not being done in Inkster.
2. Questioning why state transportation dollars are only being used for TSA direct service Transportation and not made available for the 34 communities.
3. Concerned about the shift TSA is making to provide direct service which is leaving less money for local communities to bid on.
4. CFP Information provided no key to services provided by each community. Unable to see exactly what services are being provided by each community.
5. Document as a whole was difficult to read and understand.

YEAS: Bailey, Coleman, Gardner, Horne, Searcy, Shelby and Wade
NAYS: None
ABSTAIN: None
ABSENT: Donald, Henderson, Patterson and Wells (All excused)

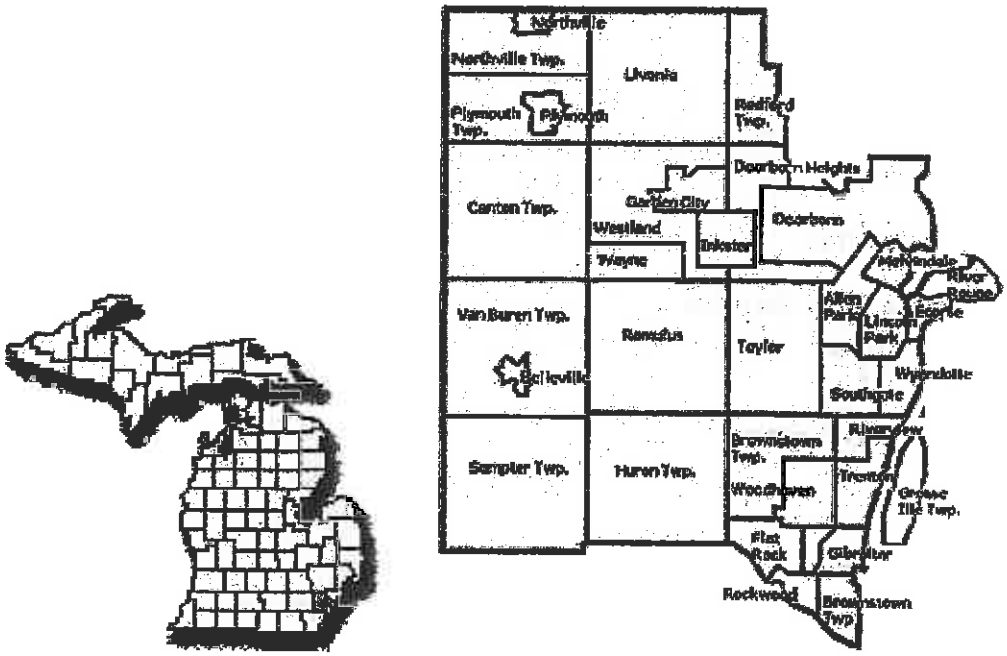
Motion passed.

* * * *

FY 2017 - 2019

MULTI-YEAR & ANNUAL IMPLEMENTATION PLAN

THE SENIOR ALLIANCE, INC. 1-C



Planning and Service Area
Serves all Wayne County
(Excluding areas served by Region 1-A)

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County/Local Unit of Govt. Review

The Senior Alliance (TSA) informed each chief elected official of the 34 communities comprising southern and western Wayne County, embodying TSA's planning service area (PSA) 1-C, on the availability of the 2017-2019 multi-year plan (MYP). These officials were made aware of the MYP's purpose and progress, as members of TSA's Board of Directors are appointed by the Conference of Western Wayne and the Downriver Community Conference, representing each of the municipalities within the PSA 1-C.

TIMELINE:

4/8/2016- Public hearing information and the 2017-2019 MYP *draft* was posted on TSA's website
4/10/2016- Public hearing ads were published in three (3) different newspapers: Times Herald, Observer/Eccentric, Michigan Chronicle
4/27/2016- Local municipalities were invited to comment on the 2017-2019 MYP
5/9/2016- Public hearing- TSA's Advisory Council meeting 2:30-4:00 P.M.
5/19/2016- Public hearing- Canton Senior Center 1:00-3:00 P.M.
5/24/2016- Public hearing- Brownstown Township Senior Center 10:00 A.M-12:00 P.M.
5/26/2016- TSA's Advisory Council reported on public hearings to the Executive Committee of the Board of Directors
6/1/2016- Notice letter sent to local governments that supporting resolutions will be accepted until July 30, 2016
6/1/2016- Last day of public comment
6/23/2016- *Final* 2017-2019 MYP will be submitted for approval to TSA's Board of Directors
6/28/2016- *Final* 2017-2019 MYP will be submitted to the Aging and Adult Services Agency (AASA) and made available on TSA's website
6/28/2016- Formal notice letter is sent to local government officials that TSA's 2017-2019 MYP has been approved by the Board of Directors and requested resolutions from local governments are due by July 30, 2016
7/31/2016- Local government responses are forwarded to AASA

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Plan Highlights

1. A brief history of the area agency and respective PSA that provides a context for the MYP. It is appropriate to include the area agency's vision and/or mission statements in this section.
The Senior Alliance (TSA) is a 501 (c)(3) that began serving older adults in 1980 and is designated by the Michigan Commission on Services to the Aging to operate as an Area Agency on Aging for the 34 communities of southern and western Wayne County (SWWC). In 1988, TSA was authorized to function as an Organized Health Care Delivery System, which allowed the agency to serve low-income adults living with disabilities.

TSA's mission statement was updated in 2013, to reflect its role in the vastly changing aging network and to reflect person-centered values that fuels TSA to take on innumerable challenges in the aging field.

"We empower people with needs, to live with dignity in the community they choose, by providing available services."

Individuals aged 60 and older and individuals living with disabilities, and who reside in SWWC are entitled to receive services from TSA; regardless of their financial or social status. However, TSA will give preference to those who are considered to be in the greatest economic and social need.

TSA is constantly growing, directly serving over 52,000 persons with a budget of over 20 million dollars in fiscal year 2016. Ninety-five percent of the budget is applied directly to services and five percent is used for administration.

TSA operates and manages a wide-ranged network of local services for older adults under Federal and State funding provided through the Older Americans Act (OAA) and the Older Michiganians Act. The 2017-2019 multi-year plan (MYP) is required by the OAA and is submitted to the Michigan Aging and Adult Services Agency prior to a review by the Michigan Commission on Services to the Aging. The purpose of the 2017-2019 MYP is to document accomplishments from the 2016 Annual Implementation Plan; and to articulate the vision, direction, and specific goals that will guide TSA's work in the upcoming three (3) years.

2. A summary of the area agency's service population evaluation from the Scope of Services section.
There are 191,493 individuals aged 60 and older (2010 Census) residing in TSA's planning service area (PSA) 1-C, making it the second largest senior population in Michigan. The 2014 five (5) year American Community Survey (ACS) estimated that there are 183,246 individuals aged 60 and older living in PSA 1-C.

With changing demographics, TSA's Board of Directors selected these communities to target during the 2017-2019 MYP cycle, based on the 60 and older population, poverty levels, and minority status to:

- Ecorse
- Inkster
- Lincoln Park
- Melvindale
- Redford Township
- River Rouge
- Romulus
- Wayne
- Woodhaven

3. A summary of services to be provided under the plan which includes identification of the five service categories receiving the most funds and the five service categories with the greatest number of anticipated participants.

TSA anticipates providing the following services directly in fiscal year 2017:

- Care Management
- Chore Referrals
- Friendly Reassurance
- Long-Term Care Ombudsman
- MI Choice Waiver Program
- Nursing Facility Transition Services
- Senior Community Service Employment Program
- Case Coordination and Support
- Evidence Based Disease Prevention Programs
- Information & Assistance
- Medicare/Medicaid Assistance Program
- Medication Management
- The Senior Alliance Holiday Meals Program
- Transportation Programs

The top five (5) service categories receiving the most funding are:

1. Home Delivered Meals
2. Care Management
3. Congregate Meals
4. Transportation
5. Adult Day Care

The top five (5) service categories with the greatest number of anticipated participants are:

1. Home Delivered Meals
2. Congregate Meals
3. Information and Assistance
4. Medicare/Medicaid Assistance Program
5. Transportation

The top ten (10)most requested needs, as identified by the Information Service Department:

1. Medicare/ Medicaid/ other healthcare benefits
2. Home health care/ long-term services and supports
3. Transportation
4. Chore services
5. Housing
6. Food/meals nutrition
7. Homemaker services
8. Government/ Veteran services
9. Healthcare supportive services
10. Legal/ consumer affairs

4. Highlights of planned Program Development Objectives.

TSA will pursue activities to achieve three (3) state goals during the fiscal year 2017-2019 multi-year plan period:

1. TSA will empower people through maintaining a variety of long-term options that are available and accessible in southern and western Wayne County.
2. TSA will support elder rights through advocacy, information, training, and services.
3. TSA will assist one (1) new community within its planning service area 1-C to be recognized as a community

for a lifetime.

5. A description of planned special projects and partnerships.
In fiscal year 2016, TSA started a partnership with Wayne State University to host a free Diabetes Education and Wellness (DEW) clinic once a month. Individuals with type two (2) Diabetes meet with seven (7) Wayne State University departments: Medicine, Pharmacy, Social Work, Nutrition/Dietetics, Clinical Lab Services, Physical Therapy, and Occupational Therapy. Participants receive an individualized self-management plan and resources to help them manage their health.

In fiscal year 2017, TSA anticipates operating under full designation and certification by the American Association of Diabetes Educators to provide diabetes self-management services. Additionally, TSA's community-based programs will continue to expand by offering Medical Nutrition Therapy services with a Registered Dietitian. TSA will continue to evaluate and offer an assortment of evidence-based disease prevention programs in the planning service area (PSA) 1-C.

TSA's Safe-at-Home program will continue to build upon the success established with the assistance of its AmeriCorps VISTA volunteer in fiscal years 2015 and 2016, and into fiscal year 2017. The Safe-At-Home program will maintain collaborative relationships with the Home Depot Foundation, Team Depot, and the Livonia Firefighters to provide safety repairs and quality of life improvements for community dwelling older adults.

TSA is in collaboration with two (2) neighboring Area Agencies on Aging (AAA) that are working with Lesbian, Gay, Bisexual, and Transgendered (LGBT) caregivers, and caregivers of LGBT older adults in the metropolitan Detroit region to raise awareness about community-based resources for older adults. As the grant funded project continues, TSA will work with the coalition to develop sustainable materials for LGBT caregivers.

TSA has partnerships with several universities for internships. There are bachelor level nursing students from Eastern Michigan University and Michigan State University completing their clinical rotation in community health; as well as, bachelor and master level students completing social work internships from Eastern Michigan University and Wayne State University. TSA also has bachelor level students from Madonna University completing their gerontology field placement.

TSA has partnerships with several local managed care organizations, as part of the MI Health Link Demonstration project, in Wayne County. There are meetings on a weekly basis with these partners to develop processes and problem solve on issues, such as passive enrollment, eligibility, community resources and service provision.

TSA will be moving to a new location in a campus-like setting that will provide opportunities for growth. There has been an exploratory committee formed to evaluate older adult housing needs in the area, to determine the need and feasibility to build an on-site housing development. As part of the analysis, the exploratory committee has mapped the current housing options within a five (5) mile radius and are researching licensed and non-licensed housing requirements, as well as making visits to innovative leaders in the housing field, such as AAA's in Ohio that partnered to build veterans supportive housing.

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6. A description of specific management initiatives the area agency plans to undertake to achieve increased efficiency in service delivery, including any relevant certifications or accreditations the area agency has received or is pursuing.

TSA will continue to pursue accreditation from the *Alliance of Information and Referral Systems* (AIRS) and will stride towards implementation of the *AIRS Standards and Quality Indicators for Professional Information and Referral*. The *AIRS Standards* provides TSA with a standardized tool that sets benchmarks for every aspect of a quality information and referral service. All eligible Information and Assistance (I&A) staff will obtain the new AIRS certification in *Information and Referral for Aging and Disability*. Advancing toward the accreditation will help the I&A department operationalize consistent processes that facilitate improved communication internally, amongst staff and externally, between stakeholders and consumers.

The *Commission on Accreditation for Rehabilitation Facilities* (CARF) awarded TSA a three (3) year accreditation that started February 2014. CARF is an independent, non-profit organization focused on advancing the quality of services used to meet customer needs. This accreditation signifies TSA's commitment of continuous quality improvement, solicitation of feedback, and serving the community.

The *National Committee for Quality Assurance* (NCQA) is developing a new option for accreditation called, *Case Management for Long-Term Services and Supports,* which is geared toward community programs. The National Area Agencies on Aging Association is gathering public input on this initiative and TSA has submitted remarks for consideration. TSA has also participated in conference calls with NCQA to discuss this option, which is not available yet, but expected within the next year.

TSA is providing input to Michigan Department of Health and Human Services (MDHHS) on a pilot to add medical transportation as a purchased service for MI Choice Waiver participants. The current provider in TSA's planning service area 1-C, is the State contracted company, Logisticare. In other areas of the state medical transportation is arranged through the MDHHS Field Office workers (DHS worker). Both of these options have proven to be inefficient and TSA is supportive of MDHHS adding it as a MI Choice Waiver funded service and will continue to provide input.

TSA is currently in the process of pursing accreditation for the American Association of Diabetes Educators (AADE), to provide reimbursable Diabetes Self-Management Education and Training (DSME/T) services.

7. A description of how the area agency's strategy for developing non-formula resources (including utilization of volunteers) will support implementation of the MYP and help address the increased service demand.

TSA constantly searches for new and innovative revenue streams to maintain an effective level of service for older adults, individuals living with disabilities, and their caregivers.

Volunteers are an important aspect of TSA's service delivery system, during the 2017-2019 multi-year plan cycle. Volunteers will be used for a variety of services, but is not limited to: general office work, fundraising, the safe-at-home program, and holiday meals, etc.

Volunteer Medicare and Medicaid Assistance Program (MMAP) counselors and holiday meal drivers are the key force behind successful operations of these programs. MMAP currently utilizes 45 Volunteer Counselors and there are 172 holiday meal drivers for older adults desiring to remain in the community.

During fiscal years 2017-2019, TSA anticipates a growing need for adaptive equipment, such as grab bars and minor home repairs, including: installation of handrails and other entryway updates. In fiscal year 2016, TSA established a relationship with Livonia Firefighters to match their volunteers with older adults in need of minor safety enhancements. Through the next three (3) years, TSA will expand the Safe-at-Home volunteer base, leverage new and existing partnerships, and seek donations to keep pace with the demand for assistance.

TSA also engages interns from local colleges and universities to provide a hands-on learning experience and are a valuable asset to the agency.

8. Highlights of strategic planning activities.
TSA will continue to be active in current collaborations including, the Southeast Michigan Senior Regional Collaborative, while also participating in new partnerships. This will boost TSA's brand and marketing capability, and continue to build TSA's capacity.

TSA is also preparing to start a Medicare billable Diabetes Self-Management Education, Training, and Support programs, as well as, Medical Nutrition Therapy in fiscal year 2017.

TSA will continue to work with Integrated Care Organizations to provide contracted Home-and Community-Based Services.

TSA will also continue to conduct a pilot project with a major insurance company for Enhanced Transitional Care.

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Public Hearings

Date	Location	Time	Is Barrier Free	No. of Attendees
05/09/2016	TSA's Advisory Council Meetir	02:30 PM	Yes	2
05/19/2016	Canton Senior Center	01:00 PM	Yes	2
05/24/2016	Brownstown Senior Center	10:00 AM	Yes	2

Narrative:

To receive public opinion, TSA conducted 20 public input sessions across the entire planning service area (PSA) 1-C, utilized TSA's Facebook and Twitter page, and employed an online tool, SurveyMonkey, to receive 500 surveys. TSA also partnered with the Arab Community Center for Economic and Social Services (ACCESS) to have the surveys translated into Arabic to receive input from the Arabic community. TSA received 41 surveys, totaling 541 surveys.

In addition, TSA held three (3) public hearings for the 2017-2019 multi-year plan. All three (3) public hearings were advertised in three (3) newspapers: The Michigan Chronicle, Times Herald, and the Observer/Eccentric. The public hearings were also advertised through TSA's Facebook and Twitter, TSA's Senior Center Network, TSA's Vendor Network, and TSA's website.

May 9, 2016- Public Comment:
Kimberly Parks works at Neighborhood Legal Services and noted they are applying for another three (3) years of funding. She asked that TSA keeps in mind "life's problems are legal problems. A lot of other programs are funded, but they all lead to legalities."

May 19, 2016- Public Comment:
Comments made from the individuals who attend the public hearing at Canton Senior Center were questions related to TSA, such as:

- Adult Day Care
- Evidence-Based Disease Prevention Programs
- Communities for a Lifetime
- Transportation
- Outreach
- Information and Assistance

May 24, 2016- Public Comment:
Comments from participant were about maintenance work on the individuals county drain.

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Scope of Services

1. Describe key changes and current demographic trends since the last MYP to provide a picture of the potential eligible service population using census, elder-economic indexes or other relevant sources of information.

According to the 2010 U.S. Census, in The Senior Alliance's (TSA's) planning service area (PSA) 1-C, the 60 and older population was 191,493; and the individuals 85 and older were 20,789.

Using the 2015 American Community Survey, it was noted that the total 2016 population in the planning service area 1-C is 1,002,385; a decrease of 10,468 individuals.

There are currently 183,246 people aged 60 and older; a 29% decrease (-56,150). The 80 and older population also decreased by 26.6%, to 15,257 people (-5,532).

However, the current 65 and older Veteran population is 30,577 individuals. The 65+ poverty level increased by to 10,760 from 9,705 (+.11%). The total disability population increased from 124,983 to 126,079 (+1,096).

2. Describe identified eligible service population(s) characteristics in terms of identified needs, conditions, health care coverage, preferences, trends, etc. Include older persons as well as caregivers and persons with disabilities in your discussion.

Characteristics in terms of identified needs:

Transportation, community inclusion, caregiver support for both paid and unpaid supports, chronic disease education and management, Adaptive Medical Equipment to assist in completing daily tasks, homemaking and personal care assistance, lifeline button in case of falls, and medication reconciliation.

Characteristics in terms of health care coverage:

Approximately 25,000 are dual eligible participants.

Characteristics in terms of preferences:

TSA utilizes the Person Centered Planning (PCP) philosophy when working with participants and their caregivers. Staff asks client preferences in terms of service type and delivery (time, days) and asks if there are any cultural considerations. TSA annually educates staff on PCP and cultural competency to better serve our population.

Characteristics in terms of trends:

Medication data was pulled for one (1) program, MI Choice Waiver, and it was identified that at least 50% of participants TSA serves in this program are on 11 or more medications with the highest being 38. Needs for medication management, education, and reconciliation is a high need. The need for medication consultations and reviews has also been expressed by clinicians involved with TSA's Care Transitions program. Another identified trend is caregiver and family support for population with diagnosis of dementia, and behavioral individuals with health needs.

TSA conducted public input sessions across the PSA 1-C and received 541 surveys either online or in-person. As identified through the input survey, the top five (5) most important services for older adults were:

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1. Transportation (57.98%)
2. Housing (38.55%)
3. Medicare/Medicaid Assistance Program (26.91%)
4. Food Services (21.88%)
5. In-home assistance (21.43%)

The older adults that participated in the survey reported:
1. 28.77% have Diabetes
2. 27.61% have Chronic Pain
3. 26.91% have a fear of falling

The survey also indicated that of all the programs TSA currently offers, the most important services to individuals living with disabilities are:
1. Transportation (48.24%)
2. Housing (40.24%)
3. Medicare/Medicaid Assistance Program (29.27%)
4. In-Home Assistance (25.58%)
5. Food Services (25%)

Individuals living with disabilities also specified that:
1. 51.59% have Chronic Pain
2. 32.48% have a fear of falling and/or have Diabetes

Caregivers who took the survey listed the following as the most important services TSA offers:
1. Transportation (55.88%)
2. Housing (44%)
3. Food Services (39.13%)
4. Home Safety Modifications (27.78%)
5. Medicare/Medicaid Assistance Program (21.43%)

TSA received assistance with distributing the surveys from the Arab Community Center for Economic and Social Services (ACCESS) and received 41 surveys. Of the older adults that took the survey, the top three (3) more important services are:
1. Transportation (75%)
2. Health and Wellness Programs (42.86%)
3. Medicare/Medicaid Assistance Program (31.58%)

The older adults who participated in the survey from ACCESS said:
1. 55.17% have Diabetes
2. 37.93% have a fear of falling
3. 27.59% have Chronic Pain

3. Describe the area agency's Targeting Strategy (eligible persons with greatest social and/or economic need with particular attention to low-income minority individuals) for the MYP cycle including planned outreach efforts with underserved populations and indicate how specific targeting expectations are developed for service contracts.

TSA will always remain supportive of all of the 34 communities in its PSA 1-C. However, TSA identifies and targets those individuals, families, and caregivers at greatest risk. The Older Americans Act requires all Area Agencies on Aging to target persons with the greatest economic and social need, with emphasis on serving low-income and minority individuals. Since income is not a perfect indicator of need, TSA's targeting strategy for individuals also includes:

- Age 75 and older
- Living alone without support
- Cultural or social isolation
- Mental or physical disability
- Inability to access community resources independently
- Veterans

In October of 2015, TSA's Program Committee (a standing committeeTSA's Board of Directors) applied a weighted formula to target underserved communities from the American Community Survey data. The formula factored in poverty levels and 60 and older population. For the 2017-2019 MYP cycle, TSA's Board of Directors chose nine (9) cities in the PSA 1-C for increased outreach and program activities, such as Senior Project Fresh:

- Ecorse
- Inkster
- Lincoln Park
- Melvindale
- Redford Township
- River Rouge
- Romulus
- Wayne
- Woodhaven

TSA engages the targeted communities and minority populations to serve on TSA's Advisory Council and participate in advocacy activities. Outreach activities include:

1. Hold MMAP enrollment and educational sessions in partnership with organizations serving targeted communities
2. Senior Project Fresh
3. Building partnerships with key organizations through the Aging and Disability Resource Collaboration of southern and western Wayne County, Medicare and Medicaid Assistance Program (MMAP), and Community Focal Points

Contractors are requested to provide the number of minorities, female head of households, and low-income individuals that were served every quarter. Also, Evidence Based Disease Prevention (EBDP) contractors are encouraged to target veterans, minorities, and low-income individuals.

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4. Provide a summary of the results of a self-assessment of the area agency's service system dementia capability using the ACL/AoA "Dementia Capability Quality Assurance Assessment Tool" found in the Documents Library. Indicate areas where the area agency's service system demonstrates strengths and areas where it could be improved and discuss any future plans to enhance dementia capability.

TSA met with its Information and Assistance (I&A) department and its MI Choice Medicaid Waiver manager to complete the *ACL/AoA Dementia Capability Quality Assessment Tool*. When identifying people with possible cognitive impairment/dementia and their caregivers, it was found that TSA does not have a standard protocol. TSA does have a standard way of finding out if an individual lives alone, and receives some formal training on dementia/cognitive impairment through the Aging and Adult Services Agency.

The *ACL/AoA Dementia Capability Quality Assessment Tool* lead TSA to examine where its strengths lie. First, TSA's I&A staff have received person-centered training. Second, the Information Services department has a network of resources that provide supports and services for the individual with cognitive impairment/dementia. The network of resources includes, but is not limited to: supportive housing, geriatric assessments, health-based organizations, adult day programs, and the Alzheimer's Association. Finally, TSA has a direct link to a long-term care ombudsman which helps advocate for the rights of the individual.

TSA can improve its dementia/cognitive impairment capability by providing more education and training for staff, and creating written policies and procedures for post-assessment and identification of dementia/cognitive impairment individuals. TSA also needs to develop more resources for dementia/cognitive impairments and their caregivers, along with building additional partnerships.

TSA's future plans to enhance dementia/cognitive impairment capability are dependent on funding; advocating for new funding will allow programs, such as Savvy Caregivers/Creating Confident Caregivers, to be provided in TSA's planning service area. TSA plans to finalize protocols and procedures for person-centered planning sessions with clients and their caregivers, and provide training for staff to learn how to become better links between families and clients, while helping them navigate what the person and the family wants.

5. When a customer desires services not funded under the MYP or available where they live, describe the options the area agency offers.

TSA will leverage all available partnerships in the event the agency is unable to meet the needs of a client. The Information and Assistance (I&A) resource database contains referrals to external community-based resources. Information on available resources is then relayed to consumers through a person-centered, no-wrong door approach.

For transportation requests, I&A has external resources that are conveyed to clients before being connected with TSA's internal short notice, ride of last resort option.

Clients who are in need of chore referrals are mailed a list of chore vendors who have been background checked and have agreed to charge reduced fees for older adults and individuals living with disabilities.

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6. Describe the area agency's priorities for addressing identified unmet needs within the PSA for FY 2017-2019 MYP.

TSA does not have priorities for identifying unmet needs. However, when funds are limited, TSA will give preference to those who are considered to be in the greatest economic and social need; specifically:

- Age 75 and older
- Living alone without support
- Cultural or social isolation
- Mental or physical disability
- Inability to access community resources independently
- Veterans

Once the program is able to enroll the individual, his/her economic, functional, and social needs are evaluated.

7. Where program resources are insufficient to meet the demand for services, reference how your service system plans to prioritize clients waiting to receive services, based on social, functional and economic needs.

As required by the Care Management Performance Criteria, individuals requesting services are screened using the MI Choice Intake Guidelines (MIG) telephone screen. This tool calculates the individual's level of functional and social need based on questions regarding tasks the individual is or is not able to perform independently. The MIG results are used an initial in-home services prioritization tool with individuals scoring as needing higher levels of assistance being prioritized on the waiting list. Information on community resources are given when a person is placed on a waiting list. At the assessment conducted when the program is able to enroll the individual, economic, functional and social needs are evaluated. All resources available to the person (financial resources, informal supports, other programs available, etc.) are considered when services are implemented, and individuals with the greatest social, functional and economic needs are prioritized for provision of homemaking, personal care and respite care.

Transportation:

A resource in high demand, TSA has a transportation department with multiple vehicles that are able to transport, as a ride-of-last resort. TSA also sends out a newsletter to program participants twice a year. Each newsletter has a different topic and includes available community resources. The newsletter that will be mailed July 2016 has a focus topic of transportation and lists available community resources.

8. Summarize the area agency Advisory Council input or recommendations (if any) on service population priorities, unmet needs priorities and strategies to address service needs.

TSA met with its Program Committee, a subset of the Board of Directors, to discuss the shift in demographics. This led to modifying targeted communities for the 2017-2019 Multi-Year Plan (MYP). TSA's Advisory Council concurred with the change for increased outreach and program activities to the following communities:

- Ecorse
- Inkster
- Lincoln Park
- Melvindale
- Redford Township
- River Rouge
- Romulus
- Wayne
- Woodhaven

TSA's strategy for addressing needs are:

- Age 75 and older
- Living alone without support
- Cultural or social isolation
- Mental or physical disability
- Inability to access community resources independently
- Veterans

TSA's Advisory Council also reviewed the draft MYP and assists with collecting input surveys to collect data on priorities. During fiscal year 2016, the Advisory Council has been updated at every meeting on the status of the meals program.

9. Summarize how the area agency utilizes information, education, and prevention to help limit and delay penetration of eligible target populations into the service system and maximize judicious use of available funded resources.

TSA offers several Evidence Based Disease Prevention programs:

1. Matter of Balance teaches strategies to reduce the fear of falling. Participants learn how to view falls as controllable, how to change their environments to reduce falls risks, and promotes exercise to increase strength and balance.
2. Personal Action Toward Health (PATH) helps individuals manage their chronic conditions through activities and exercises to help participants communicate better with their medical provider, make better food choices, and become more active.
3. Diabetes PATH teaches skills needed in day-to-day management of diabetes and to maintain and/or increase life's activities.
4. Chronic Pain PATH provides techniques to deal with problems related to chronic pain, such as frustration, fatigue, isolation, and poor sleep.
5. TSA also has contracts to offer Arthritis exercise programs, Arthritis Tai Chi, and Enhance Fitness classes.

TSA's Information and Assistance department provides information and referrals to assist older adults, caregivers, and individuals living with disabilities with their questions and concerns.

Friendly Reassurance provides daily phone calls to homebound older adults to assure their well-being, safety, and provide social interaction.

Care Management provides support and links services to adults 60 and older who have complex needs and are at risk of nursing home placement.

Case Coordination and Support assess the eligibility of older adults for in-home services, such as personal care, homemaker, and respite care.

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Planned Service Array

	Access	In-Home	Community
Provided by Area Agency	• Care Management • Case Coordination and Support • Information and Assistance • Outreach • Transportation	• Medication Management • Friendly Reassurance	• Disease Prevention/Health Promotion • Long-term Care Ombudsman/Advocacy
Contracted by Area Agency	• Transportation	• Home Care Assistance • Homemaking • Home Delivered Meals • Home Health Aide • Personal Care • Respite Care	• Adult Day Services • Congregate Meals • Legal Assistance • Senior Center Staffing • Programs for Prevention of Elder Abuse, Neglect, and Exploitation • Kinship Support Services
Participant Private Pay		• Assistive Devices & Technologies	• Dementia Adult Day Care • Nutrition Counseling • Nutrition Education • Health Screening • Assistance to the Hearing Impaired and Deaf • Vision Services • Counseling Services
Funded by Other Sources			• Nutrition Education • Health Screening • Assistance to the Hearing Impaired and Deaf • Senior Center Operations • Counseling Services • Caregiver Supplemental Services • Caregiver Education, Support and Training

* Not PSA-wide

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Planned Service Array Narrative

The Senior Alliance (TSA) funds the majority of services authorized by the Older Americans Act with supplemental State funding because Wayne County does not have a senior millage. TSA does pursue grants and charitable funding, as available.

Nutrition education for home delivered meals, congregate meals, and liquid meals are provided by a Registered Dietician; which is a contracted service.

Health screenings are not supported by TSA, but are provided by private entities and are listed in TSA's resource database.

Assistance for the hearing impaired and deaf is a niche service that TSA lists in the resource database. TSA provides financial assistance to support senior center staffing in some of the municipalities comprising of the planning service area 1-C.

Counseling services are a niche service that TSA does not have the capacity to fill.

Caregiver supplemental services and caregiver education, support, and training are not provided by TSA. Funding for these services was discontinued after fiscal year 2014 due to cuts in state funding.

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Strategic Planning

1. Summarize an organizational Strengths Weaknesses Opportunities Threats (SWOT) Analysis.

The Senior Alliance (TSA) engaged the Executive Committee and the Program Committee of the Board of Directors, the Advisory Council, and management team in a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis in the winter of 2016.

The four (4) entities identified strengths of TSA as:

- Accessiblity to the community because of location and knowing the communities needs and demorgraphics
- Active in collaborations (SAGE Metro Detroit (Services and Advocacy for Gay, Lesbian, Bisexual, and Transgender Elders), Silver Key Coalition, Senior Regional Collaborative, etc.)
- Has an extensive resource database of service providers to help older adults, individuals living with disabilities, and caregivers
- TSA is caring, is committed to assisting those in need, is competent, is credible, and affordable
- Diverse funding and revenue sources with low overhead
- Board of Directors are engaged and the Executive Director is a visionary
- Staff is creative, experienced, passionate, dedicated, diverse, and motivated
- Use person-centered planning and thinking to reach clients
- TSA has a good reputation and is recognizable because they have been in business for over 30 years

They also noted that a few of TSA's weaknesses are:

- Brand awareness, most individuals do not know that there is an Area Agency on Aging (AAA) behind Meals on Wheels, along with inefficient marketing materials
- There is not enough training in relation to management, diversity, and departmental cross-training
- TSA does not have the ability to follow all clients across service area geographical boundaries
- TSA does very little direct services, such as: long-term care Ombudsman and Evidence Based Disease Prevention; and relies heavily on vendors to fill the gap

TSA has an abundance of opportunities to grow:

- TSA has recently bought a 32 acre property, which can assist with growth of the company
- The ever changing and growing older adult population
- Collaborating with churches, other AAA's, Universities, Rotary, etc.
- Exploring private sector funding for entrepreneurial activities
- Become sustainable with fee-for-service programs

Most of TSA's threats come from the lack of funding, but also:

- The demand for programs and services are growing exponentially and along with the shift in

demographics; there is a false perception of waitlists
- Older adults are a low priority with legislators and there has been a loss of older adult advocates
- Possible reorganization of AAA regions
- Reauthorization of the Older Americans Act

2. Describe how a potential greater or lesser future role for the area agency with the Home and Community Based Services (HCBS) Waiver and/or the new Integrated Care Program could impact the organization.

The Community Care Department at TSA has a role with both Home and Community-Based Services. The Home and Community-Based Services Waiver program continues to be a key program provided in the planning service area (PSA) 1-C. TSA has demonstrated the capacity to increase enrollment and has been awarded more slots and funding, which has made a positive impact on reducing the MI Choice Waiver wait list in the PSA 1-C. TSA continues to build the infrastructure to respond to the demands of the program, and has scored 4.0 out of a possible 4.0 on both administrative and clinical audits from the Michigan Department of Health and Human Services (MDHHS). TSA also invested in a cost-sharing arrangement with MDHHS to have an on-site worker to process Medicaid paperwork with the goal of improving processes and wait times for program participants.

The Integrated Care pilot program began in TSA's PSA 1-C in April of 2015. This provided a unique opportunity for TSA to contract with managed care organizations to assist with the program roll out and ongoing management. While the demonstration project has been a challenge, TSA has proven to be valuable to the Integrated Care Organizations (ICO's) because of their expertise with home and community-based services. Staff is social workers and nurses who are comfortable with home visits; and provide supports coordination and ongoing monitoring, and have a network of resources to call upon with TSA's Information and Assistance staff. TSA also has a qualified and credentialed vendor network with the capacity to provide the required home and community-based services. TSA has the staffing and experience to monitor those vendors appropriately.

TSA expects to continue to work with the ICO's, but anticipates its role may change as the program progresses; since TSA has been expanding the number of participants it serves through these two (2) programs in recent years. This expansion has enabled the agency to serve older adults with the goal of continuing to live at home in their community. A greater role for TSA in these two (2) programs allows the agency to interact with more individuals and offers various resources to assist older adults and their caregivers. A lesser role would mean fewer older adults would have access to TSA's services and the decades-long experience in community-based long term supports and services offered by TSA.

3. Describe what the area agency would plan to do if there was a ten percent reduction in funding from AASA.

In the event of a 10% funding cut TSA's Advisory Council, Board of Directors, and management team would review current services to evaluate the number of individuals served, the degree of unmet need, and the fiscal investment. This evaluation would result in targeted cuts that may include elimination of program(s) that impact fewer individuals or service needs addressed by other agencies.

TSA currently maintains a fund balance at auditor suggested levels, which allows the agency to smoothly manage program funding changes through participant attrition rather than abrupt action.

In addition, TSA's entrepreneurial efforts in the areas of care transitions, integrated care, and evidenced-based disease prevention are current attempts to offer new services with the hope that excess revenue can be generated to supplement the more traditional program needs of older adults in planning service area (PSA) 1-C.

Other entrepreneurial endeavors include program development exploration to provide third party payer reimbursable services. In fiscal year 2016, TSA submitted an application for accreditation through the American Association of Diabetes Educators in preparation of fee-for-service delivery for Medicare billable, Diabetes Self-Management Education, Training, and Support, and Medical Nutrition Therapy.

The majority of the services authorized by the Older Americans Act available in TSA's PSA 1-C are supplemented by State funding because Wayne County does not have a senior millage. TSA will continue to pursue grants and charitable funding, to further identify other available resources as part of an overall strategy to leverage existing partnerships and those with future potential. Active contribution seeking activities will continue to position the agency to avoid significant service disruption if a reduction in funding occurs. Waiting lists for programs and services that may not have been instituted previously may also occur.

4. Describe what direction the area agency is planning to go in the future with respect to pursuing, achieving or maintaining accreditation(s) such as Commission on Accreditation of Rehabilitation Facilities (CARF), Joint Commission on Accreditation of Hospitals (JCAH), or other accrediting body, or pursuing additional accreditations and why.

Efforts to achieve AIRS accreditation in the Information Services department stem from an ongoing pursuit to meet the increased need for accurate information and referrals in a timely manner, while maintaining quality in service delivery.

TSA was awarded The *Commission on Accreditation for Rehabilitation Facilities* (CARF) in February 2014. This accreditation signifies TSA's commitment of continuous quality improvement, solicitation of feedback, and serving the community.

The *National Committee for Quality Assurance* (NCQA) is developing a new option for accreditation called, *Case Management for Long-Term Services and Supports,* which is geared toward community programs. The National Area Agencies on Aging Association is gathering public input on this initiative and TSA has submitted remarks for consideration. TSA has also participated in conference calls with NCQA to discuss this option, which is not available yet, but expected within the next year.

TSA is currently in the process of pursing accreditation for the American Association of Diabetes Educators (AADE), to provide reimbursable Diabetes Self-Management Education and Training (DSME/T) services.

5. Describe in what ways the area agency is planning to use technology to support efficient operations, effective service delivery and performance, and quality improvement.

The Information and Assistance department will continue to expand and effectively use the electronic resource database to provide accurate and up-to-date resources for all inquirers. Database records are monitored for quality assurance purposes. Phone system reports are pulled on a monthly basis to assess call volume and accuracy. I&A phone calls are randomly selected and reviewed with each I&A Specialist, as a quality and training exercise.

In fiscal year 2016, TSA purchased an online tracking system, Smartsheet, for each department to keep track of their goals from the annual implementation plan and the annual Aging and Adult Services Agency assessment.

TSA has used SurveyMonkey, to receive input from the community for the past few years and has received necessary feedback.

As part of the Enhanced Transitional Care program, TSA is using AthenaHealth software for documentation purposes and clinical communications. AthenaHealth is an Electronic Health Record that allows TSA to manage all aspects of the Enhanced Transitional Care program process in one (1) electronic participant chart.

To monitor enrollment in health and wellness programs, track referrals and patient goals, and improve the transfer of information, the Evidence-Based Disease Prevention team will utilize proven technology solutions, ensuring effective service delivery. The technology will allow improved tracking of trends, opportunities, threats, and outcomes.

As a home visit safety precaution, TSA is piloting an option for staff to utilize Personal Emergency Response pendants that have GPS capability. The staff member wears the pendant while on home visits and can have a two-way conversation with the medical monitoring company or can press the pendant and the monitoring company can locate the staff member utilizing cell phone tower/GPS. Staff are providing feedback to management on the effectiveness of the unit.

TSA utilizes quality assurance reports generated through the COMPASS software; a quality indicator report is run quarterly. This report pulls health and welfare data from completed assessments to identify quality improvement areas such as hospital admissions within 90 days of prior admission, percentage of participants experiencing pain, and those who desire an increase in community inclusion/socialization. Reports are analyzed quarterly and actions are taken to improve participant health and welfare quality. Annual Quality Management Plan is submitted to Michigan Department of Health and Human Services (MDHHS) that addresses quality assurance and improvements.

In July of 2015, TSA relaunched their website to be more user-friendly and easier to update. TSA uses Facebook and Twitter to post events, surveys, etc. TSA also has a public service announcement that runs in 12 communities on public access channels.

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Regional Service Definitions

Service Name/Definition

Caregiver and Community Transportation- This program is intended to support caregivers, in response to their transportation needs that are not otherwise being met.

Rationale (Explain why activities cannot be funded under an existing service definition.)

Transportation has been constantly proven to be in the top three (3) most requested service by individuals contacting The Senior Alliance. Utilization of caregiver funding has allowed expansion of respite service options.

Service Category	Fund Source			Unit of Service
☑ Access	☑ Title III PartB	☐ Title III PartD	☐ Title III PartE	one (1), one-way trip per person
☐ In-Home	☐ Title VII	☐ State Alternative Care	☐ State Access	
☐ Community	☐ State In-home	☐ State Respite		
	☑ Other MATF			

Minimum Standards

1. Program must maintain linkages with caregiver service providers within the planning service area (PSA) 1-C.
2. Program can be offered to caregivers of any age when the care recipient is aged 60 or older and is unable to perform at least two (2) activities of daily living or requires substantial supervision due to a cognitive or other mental impairment; as well as, to individuals 60 and over who are kinship caregivers for a child no more than 18 years old. Either the caregiver or care recipient must reside in the PSA 1-C.
3. Older Americans Act (OAA) funds may be used to fund all or part of the operational costs of transportation programs based on the following:
   a. Demand/Response- characterized by scheduling vehicles to provide door-to-door or curb-to-curb service on demand. The program may include a passenger assistance component.
      i. Route Deviation Variation- where a normally fixed-route vehicle leaves scheduled route upon request to pick-up the client;
      ii. Flexible Routing Variation- where routes are constantly modified to accommodate service requests.
   b. Public Transit Reimbursement- characterized by partial or full payment of the cost for the caregiver to use an available public transit system (either fixed route or demand/response). The program may include a passenger assistance component.
4. All drivers and vehicles used for transportation programs supported by all or in part of the OAA funds must be appropriately licensed and inspected, as required by the Secretary of State; and all vehicles used must be covered by liability insurance.
5. All paid drivers for transportation programs supported entirely or in part by OAA funds shall be physically capable and willing to assist persons requiring help to and from and to get in and out of vehicles. Such assistance must be available unless expressly prohibited, by either a labor contract or insurance policy.
6. All paid drivers for transportation programs supported wholly or in part of OAA funds shall be trained to cope with medical emergencies, unless expressly prohibited by a labor contract or insurance policy.
7. Each program shall operate in compliance with P.A. 1 or 1985 regarding seat belt usage.

Each program shall attempt to receive reimbursement form other funding sources, as appropriate and available.

Service Name/Definition

Evidence Based Disease Prevention (EBDP)- Provisions of Michigan's Aging and Adult Services Agency (AASA) approved EBDP programs; as listed in AASA Transmittal Letter 2009-176 and/or otherwise approved by AASA. EBDP programs are those which have been tested and have proven results.

Rationale (Explain why activities cannot be funded under an existing service definition.)

The unit rate as established by the State did not fulfill the needs for contract oversight. TSA historically established a common unit rate equaling one (1) session. This makes contract oversight for the program.

Service Category	Fund Source			Unit of Service
☐ Access	☐ Title III PartB	☑ Title III PartD	☐ Title III PartE	one (1) program session
☐ In-Home	☐ Title VII	☐ State Alternative Care	☐ State Access	
☑ Community	☐ State In-home	☐ State Respite		
	☐ Other _____			

Minimum Standards

1. Programs can only be offered to individuals 60 and over, and/or dependent on program eligibility criteria and fund source.
2. Programs must be either listed and/or approved by AASA.
3. Programs must utilize staff with specific training for direct service components.
4. Program must maintain required licensing and/or memorandum of agreement with program developers
5. Programs must maintain familiarity with and utilize required program reporting forms.
6. Program must uphold any fidelity standards, which have been developed for the specific EBDP programs.
7. Programs shall give priority to establishing workshops in partnership with TSA's identified communities.
8. Programs are encouraged to participate in Regional and State-wide EBDP collaborative groups and provide technical assistance to organizations offering similar programs.
9. Clients must be unduplicated for each program year, unless participating in separate and distinct different EBDP programs; they then can be counted once for each.

Service Name/Definition

Safe-at-Home- A program intended to support successful continuation of living in a home, by making the home of an older adult or person with disabilities safe, livable, and accessible to them.

Rationale (Explain why activities cannot be funded under an existing service definition.)

The fourth most requested service by those contacting TSA is for a combination of home safety, home modification, and handyman services. The proposed regional service definition brings together 3 existing Michigan Aging and Adult Services Agency (AASA) standards (chore, home repair and home injury control) under 1 umbrella, thus allowing TSA to address a combination of the most commonly requested services.

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Service Category	Fund Source			Unit of Service
☐ Access	☑ Title III PartB	☐ Title III PartD	☐ Title III PartE	One (1) hour of allowable home safety modification
☐ In-Home	☐ Title VII	☐ State Alternative Care	☐ State Access	
☑ Community	☐ State In-home	☐ State Respite		
	☐ Other _____			

Minimum Standards

Permanent improvements of a home to prevent/remedy a sub-standard health environment condition and/or safety hazards; that does not include in-home care services, aesthetic improvements to a home, temporary repairs, chore, or home maintenance that must be repeated.

1. Home safety modification and rehabilitation may not be provided on rental property without written authorization of structure owner.
2. Each home safety modification and rehabilitation program, prior to initiating service, shall determine whether a potential client is eligible to receive services through a program supported by other sources, particularly programs funded through the Social Security Act. If it appears that an individual can be served through other resources, the program will make an appropriate referral.
3. Funds awarded for home safety modification and rehabilitation may be used for labor costs and to purchase materials used to complete the job. The program shall establish a limit on the amount to be spent on any one household in a 12 month period, not to exceed $5,000 dollars. Equipment or tools needed to perform the jobs may be purchased or rented with funds from TSA up to an amount equal to ten (10) percent of the total amount of funds provided to the program by TSA.
4. Each program shall check each home for compliance with local building codes before commencing a job. No jobs may be done on condemned structures.
5. Program will utilize a written agreement with the owner of each home to be repaired, which includes at a minimum:
    a) A statement that the home is occupied and is the permanent residence of the owner
    b) A statement that in the event that the home is sold within two years of work completed by the program, the owner will reimburse the program the full cost of repairs made to the home
    c) Specification of the repairs to be made by the program is to be provided
6. Each program shall utilize a written agreement with the owner of each home, which includes at a minimum:
    a) Verification that work is complete and correct
    b) Verification by a local building inspector(s) that the work satisfies building codes.
    c) Acknowledgement by the home owner that the work is acceptable, within ten (10) days of completion.
7. Each program shall maintain a record of homes and clients served including: name of owner, address, jobs performed and dates job completed, materials used, and costs.
8. Each program shall establish and utilize written criteria for prioritizing homes to be repaired with address the condition of the home, and clients need and appropriateness of the requested job(s).
9. Pest control services may be provided only by appropriately licensed suppliers.
10. Each program must develop working relationships with home modification, repair, housing assistance services providers, and weatherization service providers in the program area to ensure effective coordination of efforts.

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11. Each program must actively recruit, train and oversee volunteers who are available and capable of performing allowable safety, livability, and accessibility modifications and home improvement jobs.

Service Name/Definition

Caregiver Legal Services- Provisions of legal advice and representation, counseling, education, support by an attorney (including other appropriate assistance provided by a paralegal or law student under the supervision of an attorney), and counseling or representation by a non-lawyer to eligible caregivers on issues associated with caregiving, as permitted by law.

Rationale (Explain why activities cannot be funded under an existing service definition.)

Historically, legal service funding has been limited to individuals age 60 and above. Caregivers will be allowed access to the necessary and important legal services to become better advocates and meet the needs of their care recipient.

Service Category	Fund Source			Unit of Service
☐ Access	☑ Title III PartB	☐ Title III PartD	☐ Title III PartE	Provision of 1 hour of allowable service.
☐ In-Home	☐ Title VII	☐ State Alternative Care	☐ State Access	
☑ Community	☐ State In-home	☐ State Respite		
	☐ Other _____			

Minimum Standards

Allowable components:

- Intake- the initial interview to collect demographic data and identification of the client's legal difficulties and questions.
- Advice and Counsel- where the client is offered an informed opinion, possible course of action, and clarification of their rights under the law.
- Referral- if a legal assistance program is unable to assist a client with the course of action that the caregiver wishes to take, an appropriate referral should be made. Referrals may also be necessary when legal service providers observe individual needs which they are unable to resolve, such as: income maintenance, social service, and health service needs.
- Representation- If the client's problem requires more than advice and counsel and the case is not referred to another source, the program may represent the person in order to achieve a solution to the legal problem. Representation may include: legal research, negotiation, preparation of legal documents, correspondence, and appearance at administrative hearings or courts of law, and legal appeals, where appropriate.
- Legal Research- the gathering of information about laws, rights, or interpretation of laws that may be performed at any point after intake has occurred, to resolve a caregiver's legal problem. Such information will be used to assist providers of legal services in counseling individuals, in representing them in hearings and a court of law, or in negotiations with potential legal adversaries.
- Preparation of Legal Documents- writing documents that serve to protect individual's rights, such as contracts, wills, or leases; which may later be used in a court of law.
- Negotiation- as the client's representative, program staff may contact other persons concerned with the client's legal problem in order to clarify factual or legal contentions and possibly reach an agreement to settle legal claims.
- Legal Education- preparation and presentation of programs to inform caregivers of their rights, the legal

system, and alternative courses of legal action, as well as, the rights of the care recipient.

MINIMUM STANDARDS:

1. Each program must maintain linkages with other caregiver programs, respite care programs, and transportation programs, as available, in the planning service area (PSA) 1-C to help facilitate opportunities for caregivers to attend caregiver legal programs.
2. Program can be offered to caregivers of any age when the care recipient is aged 60 or older and is unable to perform at least two (2) activities of daily living or requires substantial supervision due to a cognitive or other mental impairment. Either the caregiver or care recipient must reside in the PSA 1-C.
3. Caregiver legal programs may be provided to individuals in group settings. Services may be provided in both community and in-home settings.
4. Each legal assistance program shall have an established system for targeting and serving those in greatest social and economic need.
5. Service shall be provided by, supervised by, or have direct contact with an attorney licensed to practice law in the State of Michigan who can perform or supervise any of the components listed above (Allowable Components).
6. A paralegal (defined as: an individual trained in accredited paralegal courses or in the specific legal service subject areas in which they will be assisting an attorney or law student, with under 30 hours of course work under the supervision and guidance of a licensed attorney) may perform any of the components listed above with the exceptions of representation in court and final review of legal documents. Although, a paralegal may represent client at an administrative hearing, representation in court shall be by an attorney. Preparation of legal documents may be assigned to a paralegal. However, all finalized documents shall be reviewed and approved by an attorney.
7. Law students who have completed 30 hours of course work at an accredited law school may perform any of the service components under legal assistance acting under the guidance and supervision of a licensed attorney.
8. Each program shall provide at a minimum: advice and counsel, representation, and educational components.
9. Each program shall demonstrate coordination with local long-term care advocacy programs operating within the project area.
10. When a legal assistance program identifies issues affecting clients which may be remedied by legislative action, such issues shall be brought to the attention of the Area Agency on Aging (AAA), Michigan Aging and Adult Services Agency, and the Michigan Legal Services legislative branch, as permissible and appropriate.
11. Each program shall provide assurance that it operates in compliance with regulations promulgated under the Older Americans Act (OAA), as set forth in 45 CFR Section 1321.
12. Each program that is not part of a Legal Services Corporation project grantee shall have a system to coordinate its services with existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds provided under this definition to individuals with the greatest social and economic need.
13. Each program shall make reasonable efforts to maintain existing levels of legal assistance for older individuals being furnished with funds from sources other than Title III Part B of the OAA.
14. A legal assistance provider may not be required to reveal any information that is protected by attorney/client privilege. Each provider shall make available non-privileged, non-confidential, and

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unprotected information which will enable the AAA to perform monitoring of the provider's performance, under contract, with regard to these operating standards.

15. Each program must give priority to legal assistance related to: income, health care, long-term care, nutrition, housing, utilities, and protective services, defense of guardianship, abuse, neglect, and discrimination.

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Access Services

Transportation (for MATF only)

Starting Date	10/01/2016	Ending Date	09/30/2017
Total of Federal Dollars	$0.00	Total of State Dollars	$124.192.00

Geographic area to be served

PSA 1-C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL:

Expand short notice, ride-of-last-resort transportation to clients that are unable to access and/or afford private transportation in and to areas where SMART or other local transportation companies are unable to service.

ACTIVITY:

Residents of the planning service area (PSA) 1-C will have an improved short-notice transportation options to access non-emergency medical, housing transitions, benefit application, and enrollment appointments.

Care Management

Starting Date	10/01/2016	Ending Date	09/30/2017
Total of Federal Dollars	$0.00	Total of State Dollars	$503.822.00

Geographic area to be served

PSA 1-C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL:

Provide quality Care Management (CM) services throughout the entire PSA 1-C.

ACTIVITIES:

1. CM clients will receive comprehensive assessment and the desired level of assistance with coordination of services most appropriate to their needs and wishes. Enrollment continues on an ongoing basis.
2. Program quality will be monitored on an ongoing basis. As necessary, program improvements will be made. Staff training will be identified through quality assurance activities and training will be provided, as needed.

Number of client pre-screenings:	Current Year:	537	Planned Next Year:	1.500
Number of initial client assesments:	Current Year:	253	Planned Next Year:	300
Number of initial client care plans:	Current Year:	253	Planned Next Year:	300
Total number of clients (carry over plus new):	Current Year:	541	Planned Next Year:	500
Staff to client ratio (Active and maintenance per Full time care	Current Year:	1:55	Planned Next Year:	1:50

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Case Coordination and Support

Starting Date	10/01/2016	Ending Date	09/30/2017
Total of Federal Dollars	$94.404.00	Total of State Dollars	$115.304.00

Geographic area to be served

PSA 1-C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL:

To provide quality Case Coordination and Support (CCS) services for older adults within the PSA 1-C.

ACTIVITIES:

1. Clients who do not currently need a nursing facility level of service, but are at-risk of needing that level of care; will receive support to prevent or slow a further medical or functional decline. As of June 1, 2016, 224 individuals have been served through CCS. Enrollment continues on an ongoing basis.

2. Program quality will be monitored on an ongoing basis. As necessary, program improvements will be made. Staff training will be identified through quality assurance activities and trainings will be provided, as needed.

Information and Assistance

Starting Date	10/01/2016	Ending Date	09/30/2017
Total of Federal Dollars	$323.440.00	Total of State Dollars	$45.611.00

Geographic area to be served

PSA 1-C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL:

Provide quality Information and Assistance (I&A) services to the entire PSA 1-C through the continued engagement and increased partnerships with community-based organizations, local governments, health care entities, community focal points, and local senior centers to gain relevant and up-to-date information on the needs of the community.

ACTIVITIES:

1. Provide up-to-date information to the entire PSA 1-C by offering appropriate resources and referrals.

2. Update and expand the Area Agency on Aging resource database utilized by the Information Services department.

3. Develop and implement tools to measure the quality of the information service while maintaining quantity of calls.

4. Develop policies and procedures that will provide the Information Services department with a standard of operations.

Mont Award Pending

Outreach

Starting Date	10/01/2016	Ending Date	09/30/2017
Total of Federal Dollars	$80.000.00	Total of State Dollars	$0.00

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Geographic area to be served

PSA 1-C

Specify the planned goals and activities that will be undertaken to provide the service.

GOAL:

Ensure all areas of the PSA 1-C receive information about programs and services available through The Senior Alliance and its vendors.

ACTIVITIES:

1. Information about senior services will be published and dispersed in a wide variety of formats throughout the PSA 1-C.
2. Maintain an ongoing relationship with community focal points, including senior centers and senior housing units, within the PSA 1-C in order to effectively distribute information and support community dwelling older adults, caregivers, individuals living with disabilities, and their families.
3. Continue ongoing slide presentations on local community cable channels

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Direct Service Request

Medication Management

Total of Federal Dollars $45,000.00 Total of State Dollars $0.00

Geographic Area Served PSA 1-C

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

GOAL:

Support older adults with Medication Management throughout the planning service area (PSA) 1-C.

ACTIVITIES:

1. Person-centered plans will be developed to support individuals in taking medications, as prescribed.
2. Individuals having difficulty affording medications will be offered resources to assist them.

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).

(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.

(B) Such services are directly related to the Area Agency's administrative functions.

(C) Such services can be provided more economically and with comparable quality by the Area Agency.

(A) Historically, The Senior Alliance (TSA) has been unsuccessful at finding contracted providers to ensure an adequate supply of Medication Management services. TSA has developed an internal Medication Management program to ensure service availability.

Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

The Medication Management program provides a comprehensive, in-home review of all medications an individual is taking. The in-home review of all medications is essential in identifying situations where an older adult is taking medications incorrectly or does not understand medication instructions. It also provides an opportunity to identify at-risk situations, such as when a person has not filled a prescription for a medication that the physician thinks is being taken, as prescribed.

Medication Management services are offered to adults aged 60 and older who are at-risk of medication errors due to cognitive decline, confusion, historical difficulty in managing medications, trouble in obtaining medications, complex medication regimens, or recent changes in prescribed medications.

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Through the Medication Management program, TSA provides staff to assist older adults in effectively taking medications as prescribed by:

1. Addressing barriers for successful medication regime, such as finding programs to assist in paying for medications;
2. Assisting older adults in accessing transportation or medication delivery programs when getting to the pharmacy interferes with taking medications appropriately;
3. Communication with the physician and/or pharmacist (as necessary) to support the individual; and
4. Developing and applying effective medication management systems.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

There was no discussion at the public hearings pertaining to Medication Management.

Friendly reassurance

Total of Federal Dollars	$18,000.00	Total of State Dollars	$0.00
Geographic Area Served	PSA 1-C		

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

GOAL:

Increase the number of clients through outreach to older adults and their caregivers.

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).

(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.

(B) Such services are directly related to the Area Agency's administrative functions.

(C) Such services can be provided more economically and with comparable quality by the Area Agency.

(A) No bids were received to provide Friendly Reassurance services.

(C) Utilization of this program is directly beneficial to TSA and individuals enrolled in the Senior Community Service Employment Program (SCSEP), which TSA also administers. The SCSEP enrollees are provided with on-the-job training, professional telephone etiquette skills, and soft skill practice by making the calls to homebound seniors, and is a cost benefit for the agency.

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Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

No eligible Friendly Reassurance service providers have been identified in the planning service area (PSA) 1-C.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

There was no discussion at the public hearings pertaining to Friendly Reassurance.

Disease Prevention/Health Promotion

Total of Federal Dollars $15,523.00 Total of State Dollars $0.00

Geographic Area Served PSA 1-C

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

GOAL 1:

Expand the sustainable system of program delivery to increase the availability of health and wellness programs in the 34 communities within the planning service area (PSA) 1-C through continuous quality improvement monitoring.

ACTIVITIES:

1. Increase the number of Coaches and Lay Leaders for the Stanford Suite of Programs, including Personal Action Toward Health (PATH), Diabetes-PATH (DPATH), & Chronic Pain PATH (CP-PATH), and A Matter of Balance (MOB) through direct service provision and leveraging of new and existing partnerships by 10% during fiscal years 2017-2019.
2. Monitor objective EBDP quality improvement metrics for program processes and outcomes to document program effectiveness
3. Continue to share best practices and resources with medical and community-based providers to collaboratively meet the needs of older adults and individuals living with disabilities in southeast Michigan through bi-monthly meetings and workgroups of the Southeast Regional Partners on the PATH.
4. Through Community Focal Point designation, identify a minimum of one (1) "lead champion" entity that is able to consistently serve as a reliable health and wellness hub for each municipality by September 30, 2019.

GOAL 2:

Explore healthcare reimbursement models to establish sustainability for EBDP programming.

ACTIVITES:

1. Identify three (3) payers to pursue the discussion of the feasibility for obtaining private pay, Medicare,

and private insurance contracts in fiscal year 2017.

2. Increase referrals to the MOB and DPATH programs by 10% in each fiscal years 2017-2019.

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).

(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.

(B) Such services are directly related to the Area Agency's administrative functions.

(C) Such services can be provided more economically and with comparable quality by the Area Agency.

(C) TSA has demonstrated cost efficiencies in service delivery of EBDP programs through the utilization of continuous quality improvement strategies. TSA has also improved the monitoring of outreach efforts and referral sources to maximize resources.

Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

TSA continues to demonstrate capacity as a provincial leader by continuing to Chair the Southeast Michigan Regional Partners on the PATH. In coordinating two (2) workgroups, southeast Michigan is positioned to enhance best practices amongst providers of community-based services and support efforts of bridging the gap between the medical model of service delivery and older adult empowerment.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

At the public hearing on May 19, 2016 at the Canton Senior Center, questions were asked about the types of programs offered and how to sign-up for them.

Long Term Care Ombudsman

Total of Federal Dollars	$28,363.00	Total of State Dollars	$54.698.00
Geographic Area Served	PSA 1-C		

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

GOAL:

The Long-Term Care Ombudsman will advocate for residents in long-term care settings by encouraging long-term care providers to engage in a multi-disciplinary approach to person-centered care.

ACTIVITIES:

1. Increase outreach activities to resident councils by educating residents about person-centered

planning.

2. To provide information about quality of care by providing training to long-term care staff.
3. To build and maintain relationships with local colleges and universities to engage students who have an interest in advocacy and elder rights protections.

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).

(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.

(B) Such services are directly related to the Area Agency's administrative functions.

(C) Such services can be provided more economically and with comparable quality by the Area Agency.

(C) The Senior Alliance (TSA) has an internal LTCO.

Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

The LTCO is an independent voice within TSA's framework. TSA provides the Ombudsman with resources such as, increased access to the Information Services department and Medicare/Medicaid Assistance Programs departments. TSA also has vast experience in volunteer recruitment, maintenance, and management.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

There was no discussion at the public hearings pertaining to Long-Term Care Ombudsman.

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Regional Service Request

Safe-at-Home

Total of Federal Dollars $0.00 Total of State Dollars $0.00

Geographic Area Served PSA 1-C

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

GOAL 1:

Identify sustainable and consistent funding resources to meet the demand for home safety remediation services.

ACTIVITES:

1. The Senior Alliance (TSA) will identify and implement best practice methods of tracking healthcare expenditures and savings related to home injury prevention repairs by September 30, 2019.

2. TSA will aim to reduce the current Safe-at-Home waitlist by 10% by September 30, 2017.

GOAL 2:

TSA will seek and leverage existing partnerships to maximize very limited funding sources to provide home safety remediation services for older adults and individuals living with disabilities in the planning service area (PSA) 1-C.

ACTIVITIES:

1. TSA will increase recruitment and retention rate of retired skilled tradespersons for home safety remediation service delivery by 25% by September 30, 2019.

2. TSA will identify a minimum of one (1) strategic partner to grow Safe-at-Home's capacity to provide home safety remediation services by September 30, 2017.

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).

(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.

(B) Such services are directly related to the Area Agency's administrative functions.

(C) Such services can be provided more economically and with comparable quality by the Area Agency.

(A) During the 2017-2019 multi-year plan (MYP) cycle, no bids were received to provide Safe-at-Home program.

(B) TSA will continue to grow its volunteer's base to deliver this service.

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Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

TSA was unable to identify a community based entity with the capacity to coordinate volunteers, assess participants, identify applicable funding resources, and monitor the progress of projects through the 2017-2019 request for proposal process.

During the 2013-2016 multi-year plan cycle, TSA established the infrastructure for a "Tuesday Toolman" model program and performed due diligence to grow its volunteer pool of trades inclined individuals. TSA also has established policies and procedures to monitor volunteers, assess client needs, and leverage partnerships to ensure quality service delivery.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).

There was no discussion at the public hearings pertaining to Safe-at-Home.

Evidence Based Disease Prevention (EBDP)

Total of Federal Dollars $0.00 Total of State Dollars $0.00

Geographic Area Served PSA 1-C

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

GOAL 1:

Expand the sustainable system of program delivery to increase the availability of health and wellness programs in the 34 communities within the planning service area (PSA) 1-C through continuous quality improvement monitoring.

ACTIVITIES:

1. Increase the number of Coaches and Lay Leaders for the Stanford Suite of Programs, including Personal Action Toward Health (PATH), Diabetes-PATH (DPATH), & Chronic Pain PATH (CP-PATH), and A Matter of Balance (MOB) through direct service provision and leveraging of new and existing partnerships by 10% in fiscal year 2017
2. Monitor objective EBDP quality improvement metrics for program processes and outcomes to document program effectiveness
3. Continue to share best practices and resources with medical and community-based providers to collaboratively meet the needs of older adults and individuals living with disabilities in southeast Michigan through bi-monthly meetings and workgroups of the Southeast Regional Partners on the PATH.
4. Through Community Focal Point designation, identify a minimum of one (1) "lead champion" entity that is able to consistently serve as a reliable health and wellness hub for each municipality by September 30, 2019.

GOAL 2:
Explore healthcare reimbursement models to establish sustainability for EBDP programming.

ACTIVITES:
1. Identify three (3) payers to pursue the discussion of the feasibility for obtaining private pay, Medicare, and private insurance contracts in fiscal year 2017.
2. Increase referrals to the MOB and DPATH programs by 10% in each fiscal year of the multi-year plan from the previous year.

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).
(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.
(B) Such services are directly related to the Area Agency's administrative functions.
(C) Such services can be provided more economically and with comparable quality by the Area Agency.

(C) The Senior Alliance (TSA) has demonstrated cost efficiencies in service delivery of EBDP programs through the utilization of continuous quality improvement strategies. TSA has also improved the monitoring of outreach efforts and referral sources to maximize the leverage of resources.

Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.
TSA continues to demonstrate capacity as a provincial leader by continuing to Chair the Southeast Michigan Regional Partners on the PATH. In coordinating two (2) workgroups, Southeast Michigan is positioned to enhance best practices amongst providers of community based services, and support efforts of bridging the gap between medical model service delivery and older adult empowerment.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).
At the public hearing on May 19, 2016 at the Canton Senior Center, questions were asked about the types of programs offered and how to sign-up for them.

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Caregiver and Community Transportation

Total of Federal Dollars $120,496.00 Total of State Dollars $124,192.00

Geographic Area Served PSA 1-C

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.

GOAL:

TSA will ensure that all elderly and disabled citizens within the PSA 1-C are given transportation based on their individual needs.

ACTIVITIES:

1. TSA will find inexpensive transportation from both private and public entities
2. TSA will verify any transportation source used meets or exceeds the standards of TSA's own transportation system.
3. TSA will work with community-based programs to try and find suitable solutions for those that need transportation and continue to expand TSA's own transportation program.

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).

(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.

(B) Such services are directly related to the Area Agency's administrative functions.

(C) Such services can be provided more economically and with comparable quality by the Area Agency.

(A) Adequate transportation options are consistently identified as a priority by community dwelling older adults and their families. The existence of short notice transportation for "life emergencies" that extend beyond medical concerns had been an unmet need until TSA implemented the caregiver and community transportation program. While TSA's transportation program does not fully meet the demand, it is now an affordable and available service option where one did not previously exist.

(C) Comparatively, TSA is able to provide transportation at a rate at least one-third cheaper on average than other existing providers round trip due to cost efficiencies. Local transit providers also often charge varying rates based on the ambulatory status of the rider and additional riders, whereas TSA's rate is all inclusive and not dependent on the physical capabilities of the program participant or having a caregiver ride with them.

Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.

TSA successfully conducted a pilot caregiver transportation program in fiscal year 2013. In fiscal year 2016, TSA took over Caregiver Transportation from the contractor due to the contractors desire to end their

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involvement in transportation service delivery. The lack of capacity to meet demands and the expense of fulfilling travel requests outside the PSA 1-C are factors affecting widespread program expansion.

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).
There was no discussion at the public hearings pertaining to Caregiver and Community Transportation.

Caregiver Legal Services- contracted

Total of Federal Dollars $40,000.00 Total of State Dollars $0.00

Geographic Area Served PSA 1-C

Planned goals and activities that will be undertaken to provide the service in the appropriate text box for each service category.
Not Applicable

Section 307(a)(8) of the Older Americans Act provides that services will not be provided directly by an Area Agency on Aging unless, in the judgment of the State agency, it is necessary due to one or more of the three provisions described below. Please select the basis for the services provision request (more than one may be selected).
(A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.
(B) Such services are directly related to the Area Agency's administrative functions.
(C) Such services can be provided more economically and with comparable quality by the Area Agency.

Not Applicable

Provide a detailed justification for the service provision request. The justification should address pertinent factors that may include: a cost analysis; needs assessment; a description of the area agency's efforts to secure services from an available provider of such services; or a description of the area agency's efforts to develop additional capacity among existing providers of such services. If the service is considered part of administrative activity, describe the rationale and authority for such a determination.
Not Applicable

Describe the discussion, if any, at the public hearings related to this request. Include the date of the hearing(s).
There was no discussion at the public hearings pertaining to Caregiver Legal Services.

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Program Development Objectives

Area Agency on Aging Goal

A. A minimum of one (1) new community within The Senior Alliance's (TSA's) planning service area (PSA) 1-C will received recognition as a Community for a Lifetime (CFL).
State Goal Match: 1

NARRATIVE

Focusing on the aging network, public, municipal, and private partnerships to assess the aging-friendliness of communities to make them Communities for a Lifetime (CFL) and help them to retain and attract residents of all ages so the communities can thrive and have access to goods, services, and opportunities for quality living across the lifespan.

OBJECTIVES

1. To encourage the implementation and promotion of aging friendly principles within the PSA 1-C, TSA will provide technical assistance to community groups striving to receive CFL designation.
Timeline: 10/01/2016 to 09/30/2019

Activities

1. TSA will participate in at least one (1) status review meeting per year with PSA 1-C specific community groups in the process of assessing the age-friendliness of their community and/or submitting an application for CFL designation.

2. To support CFL initiatives, TSA will offer health, wellness, and injury prevention workshops and training to communities applying for designation.

3. TSA will work with communities to explore a range of transportation options designed to allow individuals to remain mobile and independently able to access needed services and activities.

4. TSA will offer to communities applying for CFL designation technical assistance, training, and other supports, as appropriate and requested.

Expected Outcome

TSA's PSA 1-C will obtain one (1) designtated CFL during the 2017-2019 multi-year plan cycle.

B. Empower people through ensuring a variety of long-term care options are available and accessible in southern and western Wayne County.
State Goal Match: 2

NARRATIVE

TSA will target Evidence-Based Disease Prevention programs (EBDP), Care Transitions, Safe-at-Home, Medicare/Medicaid Assistance Program (MMAP), Information and Assistance, Housing, Transportation, and meals program to:

1. Reduce avoidable hospitalization
2. Educate older adults to help them make informed choices
3. Maintain an active/healthy lifestyle
4. Reduce the need for expensive health utilization through health promotion and self-management

5. Increase ability to continue living in the community of their choice

OBJECTIVES

1. Expand the established sustainable system of program delivery to increase the availability of health and wellness programs.
Timeline: 10/01/2016 to 09/30/2019

Activities
1. Increase the number of Coaches and Lay Leaders for the Stanford Suite of Programs, including Personal Action Toward Health (PATH), Diabetes-PATH (DPATH), & Chronic Pain-PATH, and A Matter of Balance (MoB) through direct service provision and leveraging of new and existing partnerships by 10% in fiscal year 2017.
2. Monitor objective EBDP quality improvement metrics for program processes and outcomes to document program effectiveness.
3. Continue to share best practices and resources with medical and community-based providers to collaboratively meet the needs of older adults and individuals living with disabilities in southeast Michigan through bi-monthly meetings and workgroups of the Southeast Regional Partners on the PATH.
4. Through Community Focal Point designation, identify a minimum of 1 "lead champion" entity that is able to consistently serve as a reliable health and wellness hub for each municipality by September 30, 2019.

Expected Outcome
1. There will be an increase in availability of health and wellness programs throughout the PSA 1-C.
2. Through health promotion activities, education, and workshops, older adults and individuals living with disabilities will increase their health literacy to become better managers of their health.

2. Explore healthcare reimbursement models to establish sustainability of the health and wellness programs.
Timeline: 10/01/2016 to 09/30/2019

Activities
1. Identify three (3) payers to pursue the discussion of the feasibility for obtaining private pay, Medicare, and private insurance contracts.
2. Increase referrals to the MoB and D-PATH programs by 10% in fiscal year 2017.

Expected Outcome
To increase the availability of EBDP programs.

3. Identify gaps in service to meet the changing needs of older adults and individuals living with disabilities to ensure quality, coordinated care, and accessibility of available services throughout PSA 1-C.
Timeline: 10/01/2016 to 09/30/2019

Activities
1. Staff will continue to participate in cultural competence and diversity trainings to promote inclusive agency culture.
2. TSA will continue to work with SAGE (Services and Advocacy for Gay, Lesiban, Bisexual, and

Transgender Elders), to monitor sensitivity training for staff, as related to older adults.
3. TSA will perform an annual audit of the overall accessibility of services, facilities, and address barriers that have been identified, as possible.
4. TSA will continue to monitor sensitivity training for staff.

Expected Outcome
Quality improvement for all programs and services will result in increased accessibility and efficient services provided to individuals and their families in PSA 1-C.

4. Provide basic needs outreach (housing, food resources, social isolation) to community dwelling older adults to promote successful aging-in-place.
Timeline: 10/01/2016 to 09/30/2019

Activities
1. Increase the number of clients in the Friendly Reassurance program.
2. Survey existing clients to ensure that TSA's services are helping individuals feel independent.
3. Provide additional support to TSA through the Senior Community Service Employment Program (SCSEP) enrollees, who make the calls for the Friendly Reassurance program, and have additional office related skills training.
4. Assess client needs and provide appropriate information and referrals.
5. Increase outreach efforts, including adding information to TSA's website, to improve awareness for older adults, individuals living with disabilities, and their caregivers.
6. Work with collaborative community groups (e.g. Council for Action on Aging and Senior Centers, etc.) to better service TSA's PSA 1-C.
7. Continue participation in professional groups (i.e. MI-AIRS Board, etc.).

Expected Outcome
To allow PSA 1-C dwelling older adults to remain as independent as possible, within their own homes and feel secure.

C. Support elder rights through advocacy, information, training, and services.
State Goal Match: 4

NARRATIVE

TSA will target the Medicare Medicaid Assistance Program/Long-Term Care Ombudsman (MMAP/LTCO) and the Lesiban, Gay, Bisexual, and Transgender (LGBT) community to:
1. Educate stakeholders and advocate with healthcare consumers to increase community awareness of initiative
2. Ensure equal access and inclusivity to resources for older adults of all physical, mental, and cognitive abilities in addition to sexual orientation, gender identity, gender expression regardless of race, ethnicity, veteran status, etc.

OBJECTIVES

1. To provide information and community education to older adults so that they will be able to identify elder abuse.

Timeline: 10/01/2016 to 09/30/2019

Activities

1. Collaborate with Adult Protective Services, legal assistance programs, Department of Human Services, and to other community programs in a multi-cross disciplinary approach in the efforts of preventing elder abuse.
2. Collaborate with local financial institutions, health fairs, senior fairs, community focal points, at public outreach events to raise awareness of elder abuse issues related to financial exploitation.
3. Identify other community partners, such as local pharmacies, doctors' offices, etc., as stakeholders to provide and share information related to elder abuse.
4. Participate in Older Michiganians Day steering committee.

Expected Outcome

Older adults will have an increased awareness about elder abuse and exploitation.

2. The LTCO and the MMAP will increase community educational efforts in the prevention of elder abuse, neglect, and exploitation by providing education, outreach, and advocacy services.
Timeline: 10/01/2016 to 09/30/2019

Activities

1. Provide information and outreach to the underserved population located within TSA's PSA 1-C.
2. Expand consumer awareness in the prevention of elder abuse, neglect, and exploitation and the understanding how to report suspicion of elder abuse.
3. Strengthen TSA's advocacy efforts by collaborating with community organizations, coalitions, committees, stakeholders, partner organization, and other groups in elder abuse prevention.
4. Provide elder prevention educational seminars and training to direct care staff in long-term care facilities, senior centers, senior housing, underserved populations, and the community at-large.
5. Expand information and education of elder abuse to older adults with cultural difference and language barriers.

Expected Outcome

1. Older adults will have an increased awareness of financial abuse and fraud.
2. Information on how to prevent and handle financial abuse will be made available to older adults and their caregivers in a variety of formats.
3. TSA staff and partners will have an increased knowledge and skills regarding financial abuse recognition and how to provide person-centered assistance.

3. To increase coordinated and collaborative approaches to providing assistance to older adults and their families in understanding long-term care.
Timeline: 10/01/2016 to 09/30/2019

Activities

1. Encourage person-centered, multi-disciplinary team care planning approach, involving all disciplines related to resident care services, including outside services, such as laboratory and x-ray service.
2. Offer written materials pertaining to resolving concerns to family councils.
3. Provide and participate in community educational programs.

4. Maintain relationships with the Medicare/Medicaid Assistance Program, Adult Protective Services, Department of Human Services, legal services, Home and Community Based Services for the Elderly and Disabled Waiver of Department of Community Health, MPRO Bureau of Child and Adult licensing, the Attorney General's Health Care Fraud Unit, and other community organizations.

Expected Outcome

1. The LTCO will be involved in advocacy efforts by participating in coalitions, committees, conferences, and workshops.
2. Information about the LTCO program will be made available throughout the PSA 1-C.

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Advocacy Strategy

Advisory Council- The Senior Alliance's (TSA's) Advisory Council will contact elected officials and stakeholders on public policy issues including: federal and state budget issues, re-authorization of the Older Americans Act, and other issues affecting older adults.

Board of Directors- TSA's Board of Directors will establish relationships with elected officials and stakeholders to discuss public policy issues including: federal and state budget issues, re-authorization of the Older Americans Act, and other issues affecting older adults. Input from the Advisory Council and TSA staff will be considered, as advocacy positions are considered for approval.

Community Care- TSA will advocate for increased Medicare and Medicaid resources targeted at enabling individuals at risk of entering a nursing facility to remain in their home and assist those who have chosen to transition back to the community.

Community Focal Points- TSA will provide information to the planning service area (PSA) 1-C's senior center network and community-based stakeholders to empower them to advocate on issues of interest.

Engaging Elected Officials- TSA's management team will present an annual update to each the 34 municipal legislative bodies comprising of the PSA 1-C. The Executive Director and management team will maintain an open-door policy for officials from those communities to discuss issues and opportunities affecting older adults and individuals living with disabilities in their community. The Chief Information and Planning Officer will meet in-person with members of Congress and State legislators, in Washington D.C. and Lansing, or their designated staff, who represent the PSA 1-C. Relevant advocacy briefs developed by the Aging and Adult Services Agency, National Association of Area Agencies on Aging, the Area Agencies on Aging Association of Michigan, and the Silver Key Coalition, will be provided to these officials.

Innovation- TSA will engage its Board of Directors, Advisory Council, and staff in exploring and developing initiatives to improve the lives of older adults and individuals living with disabilities in PSA 1-C.

Transportation Services- TSA will advocate with existing state, regional, and local agencies for increased funding to support specialized transportation and improve coordination of existing transportation resources.

Older Michiganians Day (OMD)- TSA will accompany older adults to the state capitol for OMD. This is a great opportunity for elderly individuals to talk to their state legislators about issues of concern and provide recommendations for legislative actions based on the OMD platform.

Senior Millage- TSA will seek partnerships with interested stakeholders to advocate for a county-wide senior millage that would support an array of services benefiting older adults.

Home Accessibility- TSA will advocate for support of a State tax credit and/or other appropriations which enable homeowners and caregivers to improve accessibility to residential homes, including wheelchair ramps. TSA also supports legislation to provide tax credits for accessibility improvements.

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Caregivers- TSA will advocate for initiatives that increase the ability of individuals to care for older adults and individuals living with disabilities.

Care Transitions- TSA will advocate for additional funds from the Centers of Medicare and Medicaid to support TSA's Care Transitions program; as the health care system is moving to a bundle pay system to meet quality standards.

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Leveraged Partnerships

1. Include, at a minimum, plans to leverage resources with organizations in the following categories:

a. Commissions Councils and Departments on Aging.
b. Health Care Organizations/Systems (e.g. hospitals, health plans, Federally Qualified Health Centers)
c. Public Health.
d. Mental Health.
e. Community Action Agencies.
f. Centers for Independent Living.
g. Other

The Senior Alliance (TSA) works with Integrated Care Organizations to assist with delivering person centered care and long term supports and services for those enrolled in the MI Health Link Pilot Program. TSA continuously work in collaboration to meet program participant needs, wishes, and preferences.

TSA offers Evidence Based Disease Prevention classes to those with chronic conditions to enhance their education and knowledge, as well as management of their chronic conditions. TSA also collaborates with Wayne State University to offer a Diabetes Education and Wellness clinic.

TSA collaborates closely with Centers of Independent Living (CIL's) with the involvement of Nursing Facility Transitions (NFT). TSA attends statewide meetings that includes CIL's, MI Choice Waiver agents, and Michigan Department of Health and Human Services staff. TSA works locally with the Disability Network of Wayne County (DNWC) to coordinate nursing facility transitions and collaboratively provide outreach to local nursing facilities to educate on the program. To make it easier for nursing facility staff to make referrals, TSA collaboratively produced a NFT "bookmark" that includes contact information for both local MI Choice Waiver agencies and DNWC.

2. Describe the area agency's strategy for FY 2017-2019 for working with ADRC partners in the context of the access services system within the PSA.

The Area Agency on Aging now oversees all local Aging and Disability Resource Collaborative efforts. TSA will seek continued collaboration with The Disability Network/Wayne County-Detroit and a renewed connection with all of the community partners in order to further develop a resource network, to meet the unique needs of the planning service area 1-C.

3. Describe the area agency's strategy for developing, sustaining, and building capacity for Evidence-Based Disease Prevention (EBDP) programs including the area agency's provider network EBDP capacity.

Receiving the Michigan Health Endowment Fund Grant (MHEF) in fiscal year 2015 allowed TSA to develop a strategy and build capacity to develop a sustainable Evidence-Based disease Prevention program. TSA will continue to leverage partnerships with community-based providers, recognized within the local aging network, to ensure the continuation of available preventative, health promotion, and self-management services. In fiscal year 2017, TSA will explore formalized relationships with third party payers, as a sustainable method of increasing the accessibility and reach of community-based services for older adults.

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Community Focal Points

Describe the rationale and method used to assess the ability to be a community focal point, including the definition of community. Explain the process by which community focal points are selected.

A community is defined as,"an area of service that is comprised of, but not limited to, the jurisdictional boundaries or a municipality. This area of service for the aging includes factors, such as: the location of municipal offices, supportive services, health care facilities, commercial and recreational centers, education institutions, and ethnic and religious centers".

The Senior Alliance's (TSA's) rationale for Community Focal Points (CFP's) is to ensure organizations provide an integral link between older adults and available services capable of meeting the individual's needs.

To be TSA's CFP, an organization must:

1. Complete the CFP application packet:

a) Applications will be reviewed by the Planning Manager and the Information and Assistance (I&A) Resource Specialist;

b) Information gathered from the application will be used concurrently as the agency "profile" to populate TSA's database for referrals.

2. Following an initial on-site visit, recommendations from the I&A Specialist and TSA's management will be given to TSA's Advisory Council:

a) TSA's Advisory Council will review the recommended CFP's at an open meeting and will make their recommendation to the Board of Directors for approval;

b) The Board of Directors, whose membership includes local elected officials, and whose members are approved by local elected officials, approve CFP designation.

TSA has criteria to designate CFP's

1. Ability of the site to meet the service needs of older adults, including direct access to existing I&A and emergency services;
2. Service availability at least 25 hours a week;
3. Designated site must be barrier free/handicapped accessible;
4. Location should be readily accessible for older adults with easy access using public or private transportation;
5. Potential to accommodate additional services and/or on-site collaboration of services with other providers is strongly encouraged;
6. Outreach efforts to expand service utilization by all older adults, including: low-income, minority, frail, isolated, and disabled older adults living in the vicinity; services must be directly provided through the facility or program, unless otherwise noted;
7. Ability to provide and/or make reasonable on-site accommodations for at least seven direct services.

Current CFP's were established utilizing the new CFP definition, as approved by TSA's Board of Directors in

fiscal year 2012.

Recognizing the changing needs in the planning service area (PSA) 1-C, under the direction and support of the Advisory Council, TSA will revise the designation process for local CFP's in fiscal year 2017 to include a broader group of community partners. Updating the existing standards for CFP designation will ensure inclusivity, promote collaborative capacity building, and provide sufficient access to information and services for older adults, individuals living with disabilities, and their caregivers.

Provide the following information for each focal point within the PSA. List all designated community focal points with name, address, telephone number, website, and contact person. This list should also include the services offered, geographic areas served and the approximate number of older persons in those areas. List your Community Focal Points in this format.

Name:	Allen Park-Parks and Recreation
Address:	15800 White Street, Allen Park, MI 48101
Website:	www.cityofallenpark.org
Telephone Number:	(313) 928-0771
Contact Person:	Carson Smith
Service Boundaries:	City of Allen Park
No. of persons within boundary:	6,374
Services Provided:	A, C, D, E, G, H, I, K, P, Q, R, S, T, U, V

Name:	Brownstown Township
Address:	21313 Telegraph Road, Brownstown Township, MI 48183
Website:	www.brownstown-mi.org
Telephone Number:	(734) 675-0920
Contact Person:	Amy Thomas
Service Boundaries:	Brownstown Township
No. of persons within boundary:	4,796
Services Provided:	A, B, C, E, G, H, I, L, M, N, O, Q, R, S, V

Name:	Canton Senior Adult Programs
Address:	46000 Summit Parkway, Canton, MI 48188
Website:	www.canton-mi.org
Telephone Number:	(734) 394-5485
Contact Person:	
Service Boundaries:	Canton Township
No. of persons within boundary:	13,112
Services Provided:	A, B, C, D, E, F, G, H, I, J, K, L, N, O, P, Q, R, S, T, U, V

Name:	Dearborn Heights - Berwyn Senior Center

The Senior Alliance, Inc. **FY 2017**

Address:	26155 Richardson, Dearborn Heights, MI 48127
Website:	www.ci.dearborn-heights.mi.us/PR_Berw.cfm
Telephone Number:	(313) 791-3550
Contact Person:	Kim Constan
Service Boundaries:	City of Dearborn Heights
No. of persons within boundary:	12,032
Services Provided:	A, B, C, E, F, G, H, I, J, K, L, M, O, S, V

Name:	Dearborn Heights - Eton Senior Center
Address:	4900 Pardee Avenue, Dearborn Heights, MI 48125
Website:	www.ci.dearborn-heights.mi.us/PR_Eton.cfm
Telephone Number:	(313) 277-7765
Contact Person:	Kristin Rockensuess
Service Boundaries:	City of Dearborn Heights
No. of persons within boundary:	12,032
Services Provided:	A, B, C, E, F, G, H, I, K, M, N, O, P, S, V

Name:	Dearborn Senior Center
Address:	15801 Michigan Avenue, Dearborn, MI 48126
Website:	www.cityofdearborn.org
Telephone Number:	(313) 943-2401
Contact Person:	Teresa Graves
Service Boundaries:	City of Dearborn
No. of persons within boundary:	16,205
Services Provided:	A, B, C, D, E, F, G, H, I, J, K, L, N, O, P, Q, R, S, T, U, V

Name:	Ecorse Senior Center
Address:	4072 West Jefferson, Ecorse, MI 48229
Website:	www.city-ecorse.org
Telephone Number:	(313) 382-3305
Contact Person:	Lucille King
Service Boundaries:	City of Ecorse
No. of persons within boundary:	1,669
Services Provided:	B, C, F, H, I, O, Q, R, S

Name:	Flat Rock Senior Center
Address:	1 Maguire, Flat Rock, MI 48134
Website:	www.flatrockmi.org

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Telephone Number:	(734) 379-1450
Contact Person:	Shelly Pluchino
Service Boundaries:	City of Flat Rock
No. of persons within boundary:	1,554
Services Provided:	A, D, E, F, G, H, J, L, M, N, O, P, Q, R, S, T U, V

Name:	Garden City - Maplewood Senior Center
Address:	31735 Maplewood Boulevard, Garden City, MI 48135
Website:	www.gardencitymi.org
Telephone Number:	(734) 793-1860
Contact Person:	Lisa Watts
Service Boundaries:	City of Garden City
No. of persons within boundary:	5,253
Services Provided:	B, C, E, F, H, I, J, M, N, O, P, Q, R, S, T, U, V,

Name:	Gibraltar Community Center
Address:	29340 South Gibraltar Road, Gibraltar, MI 48173
Website:	www.cityofgibraltar.net
Telephone Number:	(734) 671-1466
Contact Person:	Tamey Gorris
Service Boundaries:	City of Gibraltar
No. of persons within boundary:	978
Services Provided:	A, B, C, E, H, I, L, K, O, P, R, S, T, U, V

Name:	Grosse Ile Township Recreation Dept.
Address:	25897 Third Street, Grosse Ile Township, MI 48138
Website:	www.grosseile.com
Telephone Number:	(734) 675-2364
Contact Person:	Brandy Boyd
Service Boundaries:	Grosse Ile Township
No. of persons within boundary:	2,938
Services Provided:	E, I, J, K, L, P, R, S, V

Name:	Huron Township Senior Center
Address:	28245 Mineral Springs Road, New Boston, MI 48164
Website:	www.hurontownship-mi.gov
Telephone Number:	(734) 654-9281
Contact Person:	Walt McCurdy

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Service Boundaries:	Huron Township
No. of persons within boundary:	1,541
Services Provided:	A, B, C, E, F, G, H, I, J, K, L, M, N, O, P, R, S, T, U, V

Name:	Inkster Senior Services
Address:	2000 Inkster Road, Inkster, MI 48141
Website:	www.cityofinkster.com
Telephone Number:	(313) 561-2383
Contact Person:	Denise Champagne
Service Boundaries:	City of Inkster
No. of persons within boundary:	4,167
Services Provided:	B, C, F, H, I, K, L, N, Q, R, S, T, VV

Name:	Lincoln Park Senior Center
Address:	3240 Ferris, Lincoln Park, MI 48146
Website:	www.lincolnparkmi.net
Telephone Number:	(313) 386-1817
Contact Person:	Don Cook
Service Boundaries:	City of Lincoln Park
No. of persons within boundary:	6,259
Services Provided:	C, E, F, H, I, K, M, O, Q, R, S, T, U, V

Name:	Livonia Civic Park Senior Center
Address:	15218 Farmington Road, Livonia, MI 48154
Website:	www.ci.livonia.mi.us
Telephone Number:	(734) 466-2555
Contact Person:	Karl Peters
Service Boundaries:	City of Livonia
No. of persons within boundary:	22,980
Services Provided:	A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V

Name:	Melvindale Senior Center
Address:	4300 South Dearborn, Melvindale, MI 48122
Website:	www.melvindale.org
Telephone Number:	(313) 769-2347
Contact Person:	Jackie Daniels
Service Boundaries:	City of Melvindale
No. of persons within boundary:	1,815
Services Provided:	A, B, C, D, E, F, H, I, J, K, L, M, O, P, Q, R, S, T, U, V

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Name:	Northville Area Senior Center
Address:	303 West Main Street, Northville, MI 48167
Website:	www.northvilleparksandrec.org
Telephone Number:	(248) 349-0203
Contact Person:	Suzanne Johnson
Service Boundaries:	City of Northville/Northville Twp
No. of persons within boundary:	7,524
Services Provided:	B, D, E, F, G, H, J, K, L, M, O, P, Q, R, S, T, U, V

Name:	Plymouth Community Council on Aging
Address:	9955 North Haggerty Road, Plymouth MI 48170
Website:	www.ci.plymouth.mi.us
Telephone Number:	(734) 354-3222
Contact Person:	Bobbie Pummill
Service Boundaries:	City of Plymouth/Plymouth Twp.
No. of persons within boundary:	8,453
Services Provided:	A, C, D, E, F, G, H, I, J, K, L, M, O, P, Q, R, S, T, U, V

Name:	Redford Senior Department
Address:	12121 Hemingway, Redford Township, MI 48239
Website:	www.redfordtwp.com
Telephone Number:	(313) 387-2787
Contact Person:	Dorothy Morris
Service Boundaries:	Redford Township
No. of persons within boundary:	8,054
Services Provided:	A, C, D, E, F, G, H, I, J, K, L, N, O, P, Q, R, S, T, ,U, V

Name:	River Rouge Senior Center
Address:	10625 West Jefferson, River Rouge, MI 48218
Website:	www.rogueriverco.org
Telephone Number:	(313) 842-3360
Contact Person:	Olive Roberts
Service Boundaries:	City of River Rouge
No. of persons within boundary:	1,266
Services Provided:	C, E, G, I, J, K, P, Q, R, T, U, V

Name:	Riverview Municipal Building
Address:	14100 Civic Park Drive, Riverview, MI 48193

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Website:	www.cityofriverview.com
Telephone Number:	(734) 281-4219
Contact Person:	Dorothy Withrow
Service Boundaries:	City of Riverview
No. of persons within boundary:	3,587
Services Provided:	B, C, E, H, I, O, R, S, V

Name:	Rockwood Community Center
Address:	32001 Fort Street, Rockwood MI 48173
Website:	www.rockwoodmi.org
Telephone Number:	(734) 379-5600
Contact Person:	Natalya Musick
Service Boundaries:	City of Rockwood
No. of persons within boundary:	618
Services Provided:	C, H, I, R, U, V

Name:	Romulus Senior Center
Address:	36525 Bibbins, Romulus, MI 48174
Website:	www.romulusgov.com
Telephone Number:	(734) 955-4120
Contact Person:	Rose Swidan
Service Boundaries:	City of Romulus
No. of persons within boundary:	3,633
Services Provided:	A, B, C, E, F, G, H, I, J, K, L, M, N, O, Q, R, S, T, U, V

Name:	Southgate Senior Center
Address:	14400 Dix-Toledo Highway, Southgate, MI 48195
Website:	www.southgate-mi.org
Telephone Number:	(734) 258-3066
Contact Person:	Lynn Smith
Service Boundaries:	City of Southgate
No. of persons within boundary:	6,654
Services Provided:	A, B, C, E, F, G, H, I, J, K, ,L, N, O, P, Q, R, S, T, U, V

Name:	Sumpter Senior Center
Address:	23501 Sumpter Road, Sumpter Township, MI 48111
Website:	www.sumptertwp.com
Telephone Number:	(734) 461-9373

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Contact Person:	Maryann Watson
Service Boundaries:	Sumpter Township
No. of persons within boundary:	1,637
Services Provided:	A, C, D, E, G, H, I, J, K, N, O, P, R, S, T, U, V

Name:	Taylor-William Ford Senior Center
Address:	6750 Troy, Taylor, MI 48180
Website:	www.cityoftaylor.com
Telephone Number:	(313) 291-7740
Contact Person:	Lori Runkle
Service Boundaries:	City of Taylor
No. of persons within boundary:	11,354
Services Provided:	B, C, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V

Name:	Trenton Senior Center
Address:	2800 Third Street, Trenton,MI 48183
Website:	www.trentonmi.org
Telephone Number:	(734) 675-0063
Contact Person:	Carol Garrison
Service Boundaries:	City of Trenton
No. of persons within boundary:	4,842
Services Provided:	B, E, G, H, J, K, L, M, O, P, Q, R, S, T, U

Name:	Van Buren-September Days Senior Center
Address:	46425 Tyler, Belleville, MI 48111
Website:	www.vanburen-mi.org
Telephone Number:	(734) 699-8918
Contact Person:	Lynette Jordan
Service Boundaries:	Van Buren Township/City of Belleville
No. of persons within boundary:	4,200
Services Provided:	A, B, C, D, E, F, H, I, J, K, L, M, N, O, P, Q, R, S, T, ,U, V

Name:	Wayne Senior Services c/o HYPE Recreation/Community Center
Address:	4635 Howe Road, Wayne, MI 48184
Website:	www.ci.wayne.mi.us
Telephone Number:	(734) 721-7460
Contact Person:	Nancy Wojewski-Noel
Service Boundaries:	City of Wayne

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No. of persons within boundary:	3,214
Services Provided:	B, D, E, G, H, I, K, L, O, Q, S, V
Name:	Westland Friendship Center
Address:	1119 North Newburgh Road, Westland, MI 48185
Website:	www.cityofwestland.com
Telephone Number:	(734) 722-7628
Contact Person:	Barbara Marcum
Service Boundaries:	City of Westland
No. of persons within boundary:	15,996
Services Provided:	A, B, C, D, G, H, I, K, L, M, O, Q, S, T, U, V
Name:	Woodhaven Senior Center
Address:	23101 Hall Road, Woodhaven, MI 48183
Website:	www.woodhavenmi.org
Telephone Number:	(734) 675-4926
Contact Person:	Shelly Clark
Service Boundaries:	City of Woodhaven
No. of persons within boundary:	2,583
Services Provided:	C, G, H, I, J, L, O, R, S, V
Name:	Wyandotte-Copeland Recreation Center
Address:	2306 4th Street, Wyandotte, MI 48192
Website:	www.wyandotte.net
Telephone Number:	(734) 324-7275
Contact Person:	Joanne Lanagan
Service Boundaries:	City of Wyandotte
No. of persons within boundary:	5,029
Services Provided:	A, C, E, F, G, H, I, O, Q, R, S, V

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Other Grants and Initiatives

1. Describe other grants and/or initiatives the area agency is participating in with AASA or other partners.

The Senior Alliance (TSA) actively seeks new and innovative revenue opportunities to maintain high quality standards for service delivery to older adults, individuals living with disabilities, and caregivers. To reduce the over utilization of expensive health resources, including hospitalizations, TSA will provide self-management and assertiveness training programs for older adults. TSA will continue to explore partnerships and grant opportunities to sustain evidence-based disease prevention (EBDP) programs in fiscal years 2017-2019.

2. Describe how these grants and other initiatives will improve the quality of life of older adults within the PSA.

By offering services, such as EBDP, we fulfill our mission of empowering older adults to live with dignity in the community that they choose by providing available services. With self-management programs such as, Diabetes-Personal Action Toward Health (D-PATH), TSA encourages older adults to become engaged members of their healthcare team, therefore enhancing their quality of life.

3. Describe how these grants and other initiatives reinforce the area agency's planned program development efforts for FY 2017-2019.

Grants and initiatives that support successful aging in place provide an opportunity for community members to address their aging related concerns.

Appendices

The Senior Alliance, Inc. **FY 2017**

APPENDIX A

Board of Directors Membership

	Asian/Pacific Islander	African American	Native American/ Alaskan	Hispanic Origin	Persons with Disabilities	Female	Total Membership
Membership Demographics	1	1	0	0	1	8	18
Aged 60 and Over	1	0	0	0	0	5	10

Board Member Name	Geographic Area	Affiliation	Elected Official	Appointed	Community Representative
Terry Bennet	Canton Township	TSA Advisory Council Chair			Yes
Patricia Donald	Inkster	Downriver Community Conference			Yes
Sandra Falk-Michaels	Livonia	At-Large Board Member			Yes
Jack Frucci	Grosse Ile	Downriver Community Conference			Yes
Gregory Genter	Grosse Ile	Downriver Community Conference		Yes	
Michael Harris	Westland	Michigan Paralyzed Veterans of America & At-Large Board Member			Yes
Ann Hatley	Wyandotte	Downriver Community Conference			Yes
Doug Hull	Plymouth	Conference of Western Wayne County		Yes	
David Ippel	Dearborn Heights	Downriver Community Conference			Yes
Tom Jankowski	Canton Township	Wayne State University Institute of Gerontology & At-Large Board Member		Yes	
Kathleen McIntyre	Livonia	Ford Motor Company & At-Large Board Member			Yes

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Roger Myers	Canton Township	Presbyterian Villages of Michigan & At-Large Board Member			Yes
Sherry Necelis	Northville Township	Conference of Western Wayne County			Yes
Kyle Stack	Trenton	Mayor of the city of Trenton & Downriver Community Conference	Yes		
Syed Taj, M.D.	Canton Township	Conference of Western Wayne County			Yes
Melvin Tockstein	Westland	Conference of Western Wayne County			Yes
Frank Vaslo	Lincoln Park	Downriver Community Conference		Yes	
Nancy Vecchioni	Livonia	Conference of Western Wayne County			Yes

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APPENDIX B

Advisory Board Membership

	Asian/ Pacific Islander	African American	Native American/A laskan	Hispanic Origin	Persons with Disabilities	Female	Total Membership
Membership Demographics	0	3	0	0	4	13	17
Aged 60 and Over	0	1	0	0	2	9	10

Board Member Name	Geographic Area	Affiliation
John Anothony, III	Canton Township	Canton Township Trustee
Terry Bennett	Canton Township	Retired Community Member
Denise Brothers, Ph.D	Livonia	Madonna University
Julie Cohen	Northville Township	Retired Community Member
Anthony Fischer Jr.	Southgate	Elder Advocacy Group, Inc.
Jeanette Hunt	Lincoln Park	Retired Community Member
Dianne Neihengen	Canton Township	Retired Community Member
Ann Randolph	Trenton	Retired Community Member
Joan Siavrakas	Westland	Wayne County Senior Citizen Services
Amne Darwish Talab	Dearborn	ACCESS (Arab Community Center for Economic and Social Services)
David Thomas	Trenton	U.S. Veteran & Buddy to Buddy Program
Michal Walker	Romulus	Retired Community Member
Ulanda Caldwell	Romulus	Romulus Board of Education
Lisa Boyd	Livonia	Woodhaven Retirement

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		Community
Lois Beerbaum, Ph.D	Canton	Retired Community Member
Jack Bird	Canton	Retired Community Member
Kyle Stack	Trenton	Mayor of Trenton

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APPENDIX F

Request to Transfer Funds

1	The Area Agency on Aging requests approval to transfer funds **from Title III-B Supportive Services** to Title III-C Nutrition Services. The Agency assures that this action will not result in a reduction in support for in-home services and senior center staffing. Rationale for this request is below.	Amount of Transfer 10,000
This substantive transfer allows TSA to manage a sudden service disruption to Meals Program participants in fiscal years 2017-2019. Based on projected funding and per unit meals costs TSA estimates about 2,000 home-delivered meals (HDM) can be provided daily, beginning in fiscal year 2017. In a communication sent on April 15, 2016 TSA informed Wayne County of the need to initiate an attrition strategy to remove the number of daily HDM participants from 2,400 down to 2,000 by October 1, 2016. Wayne County began this attrition process in May 2016 and a waitlist of 163 people was reported on June 13, 2016. For fiscal years 2017-2019, Wayne County has proposed smaller financial support of the meals program than it has historically provided. This substantive transfer gives TSA a tool to meet a potential short-term service gap.		
2	The Area Agency on Aging requests approval to transfer funds **from Title III-C1 Congregate Nutrition Services** to Title III-B Supportive Services for in-home services. The rationale as to why congregate participation cannot be increased is described below.	Amount of Transfer 0
3	The Area Agency on Aging requests approval to transfer funds **from Title III-C1 Congregate Nutrition** to Title III-B Supportive Services for participant transportation to and from meal sites to possibly increase participation in the Congregate Nutrition Program. Rationale for this request is below.	Amount of Transfer 0

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council **Date: July 12, 2016**

From: M. Jeannie Fields **Date for Council Consideration: July 18, 2016**
Acting City Manager/Deputy Director
Planning, Building & Economic Development

ACTION REQUESTED: Consider approval of the July 10, 2016 through June 30, 2021 Charter County of Wayne Contract for Community Development Block Grant (CDBG) funding in the amount of $240,530.00 for the HUD Funding Program Year 2016 (July 10, 2016 – December 31, 2017).

Current Action ___X___ Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account #_____ No _____ N/A ___X___

Treasurer's Approval _____

BACKGROUND INFORMATION

A public hearing was held during the City Council Meeting on February 15, 2016 and March 7, 2016, per Department of Housing and Urban Development (HUD) guidelines. An approval of the Proposed Final Statement was received March 7th and an application was submitted to Wayne County in the amount of $241,700.00. The application was approved for funding but the allocation was reduced by $1,170.00. The County asked that the allocation requests be based on current year funding levels until the final funding amounts were received by HUD.

SCOPE OF SERVICES

Acceptance of the July 10, 2016 through June 30, 2021 Charter County of Wayne CDBG Contract in the amount of $240,530.00 for the time frame beginning July 10, 2016 – Dec 31, 2017, for the following activities:

- Administration - $23,000.00
- Code Enforcement - $96,275.00
- Demolition - $60,000.00
- Housing Rehab - $25,000.00
- Public Services - $36,255.00

The reduction of $1,170.00 was taken from the administration allocation request.

JUSTIFICATION

These activities fall under HUD's National Objective as required by the County: 1) Benefits low and moderate income persons, 2) Aids in the prevention or elimination of slums or blight, or 3) Meets a need having a particular urgency.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the Image of Inkster by improving communities or neighborhoods, helping to make them livable or viable by providing benefits to low and moderate income persons or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

COSTS

All costs are reimbursable through the grant.

PROJECT TIME TABLE

July 10, 2016 – December 31, 2017.

RESOLUTION

Authorization is hereby given to accept the July 10, 2016 through June 30, 2021 Charter County of Wayne Contract for Community Development Block Grant (CDBG) funding in the amount of $240,530.00 for the HUD Funding Program Year 2016 (July 10, 2016 – December 31, 2017).

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

SUBRECIPIENT AGREEMENT FOR

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

BETWEEN THE

CHARTER COUNTY OF WAYNE

AND

THE CITY OF INKSTER

Term July 10, 2016 through June 30, 2021

Catalog of Federal Domestic Assistance (CFDA)
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this 10 day of July, 2016, by and between the Charter County of Wayne, acting through Wayne County Community Development Division of the Economic Development Growth Engine, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the City of Inkster, whose address is 26215 Trowbridge, Inkster, MI 48141 (the "**Subrecipient**").

Mutual Understandings

A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("**HUD**") to be the recipient of Community Development Block Grant ("**CDBG**") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "**Act**"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.

B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to Two Hundred Forty Thousand Five Hundred Thirty Dollars ($240,530.00) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2016 starting July 10, 2016.

C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.

D. Both the Subrecipient and the Recipient ("**Parties**") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,

E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.

F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.

G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

1.01 "**Agreement**" means this document in its final form, including all exhibits, as executed by the County and Subrecipient.

1.02 "**CDBG**" means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.

1.03. "**CDBG Funds**" means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. The CDBG Funds contemplated for this Agreement are Two Hundred Forty Thousand Five Hundred Thirty Dollars ($240,530.00).

1.04. "**City**" means the following:

(i) Any unit of general local government located in Wayne County that is classified as a municipality by the Unites States Bureau of the Census, or

(ii) Any other unit of general local government located in Wayne County that is a town or township.

1.05. "**Closing** or **Closing Date**" shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.

1.06. "**Contractor**" shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient.

1.07. "**Counsel**" shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.

1.09. **"LMI"** shall mean low and moderate income.

1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.

1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.

1.12 **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.

1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.

1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.

1.15. **"Recipient"** or **"County"** shall mean the County of Wayne,

1.16. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD..

1.17. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

1.18. **"Subrecipient"** shall mean the City of Inkster, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

Section 2

Statement of Purpose and Eligible Activities of the Housing and Community Development Act

2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

(a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime

prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;

(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

3. Providing general support, including, but not limited to, peer support programs,

4. Counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can

reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

2.03 National Objectives.

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

1. Benefits low and moderate income persons

a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:

1) Area is primarily residential and activity meets LMI needs.
2) Income levels are documented by Census or an approved substitute.
3) Exceptions apply under special circumstances.

b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:

1) Persons are presumed to be LMI (abused children, elderly, homeless).
2) Assistance is for LMI persons owning or developing microenterprises.
3) Activity is a job training or placement activity. (Conditions do apply.)

c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:

1) At least 51% of units must be occupied by LMI.
2) Exceptions to the 51% rule are possible under limited circumstances.

d. (LMJ) Jobs -- activity creates or retains jobs:

1) At least 51% of the jobs must be held by or available to LMI persons.

2. **Aids in the prevention or elimination of slums or blight**

   1) Area must have a substantial number of deteriorated buildings.
   2) Activity must address one or more conditions contributing to deterioration.
   3) Spot Basis -- activity eliminates specific condition of blight in particular instance.

3. **Meets a need having a particular urgency (referred to as urgent need).**

   1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
   2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements

3.01 Description of Work and Deadlines

The Work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A and shall also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any work undertaken by Subrecipient for such eligible activity shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. Any extension is subject to the CDBG Appeals Board's approval and will comply with the CDBG Appeals Procedure established by Recipient. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

The description of each CDBG activity shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient may transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However, if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with the consent from the County.

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the

required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Subrecipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Subrecipient.

Section 4

Contractors

4.01 Using Contractors

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, **24 CFR 85.36, and 2 CFR 200.320**. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than **$100,000** then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds $100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into agreements with contractors or vendors ("contractors").

In order to meet HUD and County CDBG Program requirements, agreements with

contractors must address the following:

1. Scope of services to be provided, consistent with the County Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
    a. Equal opportunity
    b. Nondiscrimination
    c. Labor standards
    d. Anti-lobbying
    e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing.
11. Provision that Subrecipient will monitor for conformity with its County Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

4.04 Limitation on Term of Contractor Agreements

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

Section 5

Records and Reports

5.01 Records Requirements

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

A. Records providing a full description of each activity undertaken;

B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

C. Records required to determine the eligibility of activities;

D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and

G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

The Recipient, including the Legislative Auditor General, shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

5.04 Activity Description Records

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low-to-Moderate-Income persons; (ii) will aid in the prevention or elimination of blight or slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports

include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6
Program Income

6.01 Treatment of Program Income

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient upon written permission of Recipient if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional Funds by the amount of any such Program Income balance on hand.

6.02 Interest Bearing Account Requirement

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by Funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the grant amount, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted

to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's program year.

Section 7
Use of Real Property

7.01 Use Restrictions

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of $25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective. In that event, this Agreement shall be modified to include the instrument and the procedures for discharge.

7.03 Requirement of Notice and Permission for Sale of Property

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with all Regulations including 24 CFR Part 570.502 and the Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.

B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.

C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.

D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.

E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.

F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.

H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.

I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.

J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.

K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D

L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.

N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.

O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

8.02 Compliance With State and Local Law

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

A. Wayne County Ethics Ordinance

B. Wayne County Contracting Requirements

C. Wayne County Legislative Auditor General audit requirements.

D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.

E. All state and local permitting requirements.

F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.

G. All state and local laws prohibiting business with certain entities.

H. All applicable state and local environmental laws, rules, and regulations.

I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, Services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred

by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.

C. As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.

D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Agreement.

E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;

F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

9.04 Records Upon Termination

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement shall, at the option of the County, become County's exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The Subrecipient must return all properties of the County to County.

9.05 Failure to Deliver Records

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County $100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 Access to Records Upon Termination

Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 **Assistance to Terminate**

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

Section 10

Reversion of Assets

10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with Funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that Funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of it CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12
Amendment

12.01 Amendment Requirements

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

Section 13
Indemnification

13.01 General Indemnification and Hold Harmless Requirement

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Agreement.

13.03 Coverage of the term "Recipient"

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

13.04 Independent Contractor Relationship between Recipient and Subrecipient

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

Section 14

Insurance

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

E. Umbrella or Excess Liability Policy in an amount not less than $3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its

automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate.

G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Subrecipient maintains higher limits than the minimum insurance coverage required in Section 14.01, the Subrecipient shall maintain the coverage for the higher insurance limits for the duration of the Contract.

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

14.03 Primary Coverage. For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

14.04 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

14.05 Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

14.06 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

14.07 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

14.08 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.

B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

14.09 Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

14.10 Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

14.11 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 **Restrictions on Transfer or Assignment**

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

15.02 Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of

the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of **24 CFR 85.36**. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

15.03 Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

Section 16

Conflict of Interest

16.01 Covenant of No Conflict of Interest

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

16.02 Warranty of Non-Solicitation of County Employees

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.

B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

Jeannie Fields – Community Development Manager
City of Inkster
26215 Trowbridge, Inkster, MI 48141
jfields@cityofinkster.com
(313) 563.7709

If to the Recipient:

The Charter County of Wayne
Health, Veterans & Community Wellness
Community Wellness
10th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Terry Carroll-Community Wellness Administrator

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

17.03 Special Notices

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 18
Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 19
Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

Section 21

Authorization / Misc

21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

21.02 Signage Requirement

For projects exceeding $25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

21.03 Wayne County Commission Approval Required

This Agreement is effective only upon review and approval by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

CITY OF INKSTER

By: _____

Certifying Officer

CHARTER COUNTY OF WAYNE

By: _____
Warren C. Evans
Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No._____

Date:_____

APPENDIX A

CDBG PROJECTS

Grantee	PY 2016 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract:	Benefit	Performance Measure	Contract No.
Inkster	$240,530.00	Code Enforcement	$96,275.00	15	LMA	N/A	City-wide	1000	Enhance suitable living environment	16-37-15
		Housing Rehabilita-tion	$25,000.00	14A	LMH	N/A	N/A	3	Enhance suitable living environment	16-37-14A
		Demolita-tion	$60,000.00	04	LMA	N/A	N/A	3 people	Enhance suitable living environment	16-37-04

		Public Service	$36,255.00	05V	LMA	N/A	N/A	100	Create Decent Housing	16-37-05V
		Administration	$23,000.00	21A	N/A	N/A	N/A	N/A	N/A	16-37-21A

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*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX B

PROGRAM INCOME

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WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY: Inkster

GRANT YEAR: July 10, 2016 to June 30, 2017

QUARTER:

COMPLETE HIGHLIGHTED SPACES ONLY

		Q1 Jul-Sep	Q2 Oct-Dec	Q3 Jan-Mar	Q4 Apr-Jun	TOTALS
Beg Bal	$ - (June 30th only)	-	-	-	-	
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-
EXPENDITURES - Stipulate Contract No. and Activity Name						
Planning Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
TOTAL EXPENDITURES		-	-	-	-	-

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.
Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.

APPENDIX C

CERTIFICATIONS

Local Government Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

Affirmatively Further Fair Housing -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

Anti-Displacement and Relocation Plan – The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

Drug Free Workplace – The local government will or will continue to provide a drug-free workplace by:

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

2. Establishing an ongoing drug-free awareness program to inform employees about -

   (a) The dangers of drug abuse in the workplace;

   (b) The local government's policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -

   (a) Abide by the terms of the statement; and

(b) 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;

5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) 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 or other designee 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;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (a) Take 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

   (b) Require 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;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

Section 3 – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____ _____

Certifying Officer Date

Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

Citizen Participation -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan – To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

Following a Plan – To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

2. Overall Benefit. To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed

from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

Excessive Force – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-Discrimination laws – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

_____ _____

Certifying Officer Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.

2. The certification 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, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)

4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)

5. 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.

6. 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 stations).

7. 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 five).

8. 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)

   <NONE>

   Check X if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement 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).

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: **City of Inkster**
Agreement: **2016 CDBG Subrecipient Agreement**
Agreement Year: **July 10, 2016 through June 30, 2017**

1. The Subrecipient certifies to the best of its knowledge and belief, that:

   a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;

   b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, 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 public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;

   d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.

3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.

6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

WITNESSES:

_____

_____

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by _____, on behalf of _____.

_____
Notary Public,
Wayne County, Michigan
My Commission Expires:_____
Acting in County of _____, Michigan

EXHIBIT E
FFATA FORMS

INFORMATION REQUEST FORM
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
200.331 Checklist
COUNTY DEPARTMENT: _____
FISCAL YEAR: _____

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee
DUNS:_____

Subawardee Name (must match name in DUNS):_____

Subawardee Address:_____

Amount of subaward (obligated amount):_____

Subaward Obligation/Action Date:_____

Identification of whether the award is R&D (yes or no):_____

Subaward Period of Performance Start and End Date _____

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants:)_____

Subawardee Number:_____

Location of entity (including congressional district):_____

Subawardee Principal Place of Performance (including congressional district):_____

_____

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. fedral contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO:_____

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardees's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO:_____

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

(1) Federal Award Identification:

a. Subrecipient name (which must match registered name in DUNS);

b. Subrecipient's DUNS number (see Section 200.32 Data Universal Numbering System DUNS) number.

c. Federal Award Identification Number (FAIN);

d. **Federal Award Date (see Section 200.39 Federal award date);**

e. Subaward Period of Performance Start and End Date;

f. **Amount of Federal Funds Obligated by this action**

g. Total Amount of Federal Funds Obligated to the subrecipient;

h. **Total Amount of the Federal Award;**

i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**

j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Develpoment;

k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;

l. Identification of whether the award is R&D,

m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)