



INKSTER CITY COUNCIL

Monday October 21, 2024
26215 Trowbridge, Inkster, MI 48141
(313) 563-9770
www.cityofinkster.com

Mayor – Byron H. Nolen
Mayor Pro Tem – Steven Chisholm, District IV

Council Members

Felicia Rutledge, District I
Freddie Bishop III, District II
Lindsay Scott, District III
Kim Howard, District V
DeArtriss Richardson, District VI

GEORGINA HOLLIDAY
CITY CLERK

DARIN CARRINGTON
TREASURER

TODD PERKINS
CITY ATTORNEY

The council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor.

Monday October 21, 2024

Orientation Session – 6:00 PM

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order
 - A. Prayer
 - B. Pledge of Allegiance
 - C. Roll Call
 - D. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
2. Approval of Agenda
3. Presentations/Introduction of Guests/Announcements
4. Public Hearing

None
5. Consent Agenda

A. Approval of the October 7, 2024 meeting minutes.

6. Boards and Commissions

None

7. Ordinances

None

1st Reading

None

2nd Reading

None

8. New Business

- A. **Discussion/Action:** (Derek Dowdell, Community Development Director) Consider approval to implement a new Pre-Development Meeting policy for development in Inkster. A pre-development meeting policy sets the foundation for a successful project by promoting clear communication, risk management, and stakeholder collaboration.
- B. **Discussion/Action:** (Jerome Bivins, DPS Director) Consider approval of accepting the L.E.A.P. Grant (Lead Education & Faucet Replacement Program) in the amount of \$184,416.00. Additionally, we are requesting approval of the appropriations for this grant and related amendment to the FY 2024-25 budget.
- C. **Discussion/Action:** (Darin Carrington, Treasurer) Consider approval of the Administration requesting acceptance of a \$1 Million Grant from the Federal Government for the replacement of fire apparatus.

Public Participation (limit to 3 minutes)

9. City Clerk

10. City Treasurer

11. Mayor and Council Communication

12. Closed Session

Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

13. Adjournment

October 7, 2024

Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on October 7, 2024 in compliance with the Open Meetings Act.

Prior to the Regular Council Meeting: City Council members discussed: The Agenda.

Moved by Mayor Pro Tem Chisholm, Seconded by Councilwoman Rutledge to go into Closed session @ 6:55pm to discuss pending litigation.

ROLL CALL VOTE:

Councilmember Howard	Yea	Councilmember Scott	Yea
Councilmember Rutledge	Yea	Councilmember Bishop	Yea
Councilmember Chisholm	Yea	Councilwoman Richardson	Yea

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:35pm

Prayer

Prayer was led by Deacon Rose

Pledge of Allegiance

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

Roll Call

Mayor Nolen	Present (Inkster, MI.)
Mayor Pro-Tem Chisholm	Present (Inkster, MI.)
Councilwoman Rutledge	Present (Inkster, MI.)
Councilman Bishop, II	Present (Inkster, MI.)
Councilwoman Scott	Present (Inkster, MI.)
Councilman Howard	Present (Inkster, MI.)
Councilman Richardson	Present (Inkster, MI.)

Approval of Agenda

**Moved by Councilwoman Rutledge, Seconded by Councilwoman Richardson to approve agenda for October 7, 2024 meeting
Resolution #10-24-238GH-Motion Carried**

Presentations/Discussion

- o Veteran Hometown Hero Flag-Chanel Stephens-Paying homage to veteran's in the community.

- Recognition for DPS Crew-Pierre Douglas and Maleek Harris recognized for assisting a resident that collapsed on John Daly, both stayed until 911 arrived.

Public Hearings

None

Consent Agenda

- A. Approval of September 16, 2024, Regular City Council Meeting Minutes.

**Moved by Councilwoman Rutledge, Seconded by Councilwoman Scott
Resolution 10-24-239GH - Motion carried.**

Boards and Commission

- A. Approval to re-appoint Iris Long to the Aging Commission
Moved by Councilwoman Scott Seconded by Councilwoman Rutledge Res #10-24-240GH
- B. Approval to appoint William Miller to the Condemnation Board
Moved by Mayor Pro Tem Chisholm Seconded by Councilwoman Scott Res #10-24-241GH
- C. Approval to appoint Tavan Hall to the Condemnation Board
Moved by Councilwoman Rutledge Seconded by Councilman Bishop Res #10-24-242 GH
- D. Approval to appoint William Miller to the Construction Board of Appeals/Property Maintenance
Moved by Mayor Pro Tem Chisholm Seconded by Councilwoman Scott Res # 10-24-243GH
- E. Approval to appoint Tavan Hall to the Construction Board of Appeals/Property Maintenance Board (3-year term)
Moved by Councilwoman Rutledge Seconded by Councilwoman Scott Res #10-24-244GH
- F. Approval to appoint Carolyn Wilson to the Construction Board of Appeals/Property Maintenance Board (3year term)
Moved by Councilwoman Rutledge and Seconded by Mayor Prop Tem Chisholm Res #10-24-245GH

Previous Business

Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)

New Business

- A. **Discussion/Action: (Derek Dowdell, Community Development Director)
Consider approval to purchase one (1) vacant parcel (Case #LD24-38)The parcel is located on the west side of Inkster Rd between Michigan Avenue and Chestnut Ave Parcel ID 44010990001000 for \$360,500 Moved by Councilwoman Scott and Seconded by Councilwoman Rutledge to consider denial of purchase of the vacant lot. Motion carried-Res #10-24-246GH**
- B. **Discussion/Action: (Jerome Bivins, DPS Director Consider approval to Adopt Notice to Intent Resolution related to the City's proposed 2024**

Capital Improvement Bonds for improvements to the water supply and sewage disposal system of the city and authorize the City Clerk to publish the Notice of Intent. Moved by Councilwoman Rutledge and Seconded by Mayor Pro Tem Chisholm. -motion carried Res #10-24-247GH

- C. Discussion/Action: (Sharde Crutchfield, Special Projects Director) Consider approving the City of Inkster to join as a plaintiff in Wayne County Circuit Court alongside other Wayne County communities against Republic Services. The lawsuit is to prohibit the shipment of radioactive waste from New York to the Wayne Disposal landfill in Van Buren Township. Moved by Councilwoman Richardson and Seconded by Mayor Pro Tem Chisholm-Motion carried Res # 10-24-248GH**
- D. Discussion/Action: (Sharde Crutchfield, Special Projects Director) Consider approval of the City of Inkster to expend unbudgeted 2023 Community Development Block Grant Funds to retain professional architecture and engineering services from Detroit Architectural Group, Inc for ninety-nine thousand five hundred dollars (\$99,500.00) This includes design, engineering, and architectural services of the HVAC system at the Booker Dozier Recreation Center-Moved by Councilwoman Richardson and Seconded by Mayor Pro Tem Chisholm-Motion Carried-10-24-249GH**
- E. Discussion/Action: Consider approval to combined meetings Planning Commission and Mayor and Council on Monday November 25th 2024 @ 6:30pm Notification to be posted on website-Motion Carried 10-24-250GH**

Public Participation

- ✓ Lisa B., Director of Communications IPD-IPD Upcoming Events, they will be a newsletter coming out with the events in there, Women Leadership-Smith Chapel, National take back Day October 26th Leanna Hicks Library, Narcan Training; HH Safe Night Event National, please donate 1 bag of candy.
 - ✓ Catrina Von-Announce upcoming event, Veterans Giveaway Saturday November 9 11-4 November 10 11-2 at the Booker Dozier
 - ✓ Felecia Studstill 3122 John Daly Did the City use RDR to acquire any foreclosed properties (2024) prior to the recent W.C.T. auction, is there a public list available to the public
 - ✓ Barbara Cooper, Inkster Goodfellows October 19th Pancake Breakfast 8a-12n \$15 donation @ Booker Dozier Center
 - ✓ Machel Gregory-Why are there so many dispensaries I have counted 7 December 2020 created Adult Rec License unlimited April 2023 Modified to 8
 - ✓ Cassy-Voter Outreach International Fuller Woman Network- Project 2025 Event, Shuttles Souls to the Polls Event
 - ✓ Rebeca Daniels-Annapolis Property- Property was on Market 26100 Annapolis
 - ✓ Charles Blackwell-In September 2023 Felicia Rutledge accepted \$1225 from Abe Hachem associate by the name of Ermal Mandija. Please ask yourself why? Mayor Byron Nolen is using the Mayor's office to enrich himself, his friends, and any willing Inkster business owner with a generous pocketbook. Lastly, Councilman Steven Chisholm should be a clown for Halloween since he's already one
- Communications has been forwarded to Mayor and Council comments will be put into comments and meeting minutes,

City Clerk

Visited 3 sites successfully Twin Towers, Cherryhill Place and Cherryhill Square was able to register residents and complete absentee ballot applications, we were unsuccessful at Thompson Towers but will keep trying. We had Donna Wilson representing Delta Sigma

Theta Sorority, Inc Inkster Chapter passing out buttons and bracelets, La-Toria Triplett from DPS signing residents up for Code Red, International Fuller Woman Network for providing free food to the residents through Unique Quesadilla Food Truck and Informative gift bags. Thanking Rhonda Arrington and Carolyn Wilson for all their hard work and due diligence in helping to get residents registered on-site. Thank all of the different areas and individuals coming together and working together for the same cause.

Spoke at the AKA, Sorority, Inc Inkster Chapter Voter Engagement Theme the 70's Event held at Booker Dozier Recreation Center; spoke on Early Voting dates and location and answered a few questions.

City Treasurer

No comment

Mayor and Council

- **Councilmember Rutledge – Breast Cancer, honor survivors getting our yearly exam**
- **Councilmember Scott – Thank You to the Fire and Police Dept regarding the flooding Incident the whole city stepped up.**
- **Councilmember Bishop – 2nd Councilwoman Scott comment, Thanks to Fire and Police.**
- **Councilmember Howard – Code Enforcement and Jerome Bivins clean up, Thank you**
- **Councilmember Richardson – Registered voter, Eric Sabree Taxes, arrangement for taxes thanks to Eric Sabree and staff; Wayne Metro to assist in homeless, Breast Cancer awareness month (October) Expunging Fair at Amity Baptist; Happy Birthday to her husband who is a 8 time cancer survivor.**
- **Mayor Pro-Tem Chisholm – School District divided, Abney Mitchell Coffee and Transportation flyer circulating; Tuesday October 8th 2024 9:15 William D. Ford Technical Center**
- **Mayor Nolen-DPS, Fire and Police evacuated half of Thompson Towers and transported to the Rec Center because of fire., the rec staff stayed 2 nights to assist**

Closed Session

Moved by Councilman Bishop and Seconded by Councilwoman Rutledge to come out of closed session at 7:34p

Adjournment

There being no further business to come before Council, on a motion duly made.

By Councilwoman Rutledge, Seconded by Councilwoman Scott and carried, to conclude the Regular City Council meeting of Monday, October 7, 2024 at 8:36pm

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

11 Members

Ordinances: 414,457 & 508

Sabrina Lawrence, Director

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 05/06/26

Rosie Allen Thompson

Exp. 09/18/26

Ruth E. Williams

Exp. 04/09/26

Tim Williams

Exp. 12/04/25

Antonio Edmonds

Exp. 05/10/26

Gabe Henderson

Exp. 09/23/26

Jean Liddell

Exp. 09/25/26

Debra Owens

Exp. 09/17/26

Chuck Coleman

Exp. 09/18/26

June Patterson

Exp. 09/25/26

Iris Long

Exp. 10/17/26

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. 03/08/25

Lenoria Warmack

Exp. 03/08/25

Ned Sanders (Alternate)

Exp. 03/08/25

Peggy Bishop

Exp. 03/08/25

BEAUTIFICATION COMMITTEE

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

2 Year Term

Vacant

Vacant

Gabe Henderson

Exp. 03/15/25

Vacant

Vacant

Lenoria Warmack

Exp. 10/31/24

Dennard Shaw

Exp. 04/29/26

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Christine Day

Exp. 08/30/24

Bernice Skeen

Exp. 08/30/24

Vacant

Rory Malley

Exp. 07/01/25

Vacant

Vacant

BUILDING AUTHORITY COMMISSION - INACTIVE

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

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

Ex. Officio

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

(Mayoral)

Vacant

(At-Large)

Vacant

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Vacant

Vacant - (Employee Representative)

Vacant (Commission Appointment)

CONDEMNATION BOARD

[MEETINGS: AS NEEDED]

5 Members

Ordinance 150.140 thru 150.145

David Reilly (Building Contractor)

Exp. Tenure

Carolyn Wilson

Tavan Hall (General Member)

Vacant (Contractor)

Vacant (Engineer)

William Miller (Alternate)

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term

3 Members

Ordinance

Carolyn Wilson Inspector

Exp. Tenure

Tavan Hall

William Miller

Vacant

Vacant

Vacant

+

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

Ashley Williams

Exp. 03/13/28

Antonio Edmonds

Exp. 05/10/28

Ava Lindsey

Exp. 06/03/28

Gina Allen

Exp. 06/13/28

Sonya Jennings

Exp. 06/13/28

Randa Davis

Exp. 06/13/28

James A. Eberheart, Jr

Exp. 08/12/28

Rerhi Onomake

Exp. 06/01/27

Vacant

Vacant

Vacant

Vacant

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

Vacant

Octavia Smith

Exp. 10/21/25

Angela Dotson

Exp. 10/21/25

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

ELECTRICAL EXAMINING BOARD-INACTIVE

Indefinite Terms

4 Members

State Law and Ordinance 616

Walter Bays (Elec. Cont.)

Andrew Hughes (Adm. Official)

Carlton Trouteaud (Rep. of Detroit Edison)

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1

4 Year Term

Council Member (most votes)

Kim Howard

City Attorney-Todd Perkins

Tenure

City Clerk-Georgina Holliday

Tenure

Juan Bradford

12/27

Ruth E. Williams

12/28

GRANT WRITING COMMITTEE

Meetings to be held at City Hall-Resolution #04-24-99GH

City Liaison

Tenure

Councilwoman Scott

Tenure

Councilwoman Rutledge

Tenure

Ashley Williams

3 year

Resident

3 year

Resident

3 year

HOUSING AND REDEVELOPMENT

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

5 Year Term	5 Members	State Law and Ordinance 99
Will Miller		Exp. 02/25
Mable Stroman, Treasurer		Exp. 03/27
Evonne Moore, Vice Chair		Exp. 09/26 (Resident Housing)
Victor Wheeler, Member		Exp. 05/24
James Thomas		Exp. 01/27
Gregory Gillette		Exp. 08/27

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	
Ruth E. Williams	Dist. 3	Exp. 02/06/25
Vacant	Dist. 4	
Vacant	Dist. 5	
Jean Liddell	Dist. 6	Exp. 03/19/26
Vacant		

LIBRARY BOARD COMMITTEE

[MEETINGS: Third Thursday each month, held in the Study Room, Inkster Library.]

4-Year Term - Elected / 6 Members.

Akindele Akinyemi, President	Exp. 2028
Dr. Heaster Shoats, Vice President	Exp. 2028
Dr. Louise Edje, Secretary	Exp. 2028
Sharon Tate, Director	Exp. 2028
Carolyn Wilson, Director	Exp. 2028
Ruth E. Williams	Exp. 2028

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
Vacant	Dist 1	
Vacant	Dist. 2	
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term	7 Members	State Law and Ordinance 409
Aaron Sims		Exp. 04/05/2031
Connie Mitchell		Exp. 04/04/2031

Tavan Hall
Will Miller
Dal-Jaya Rose
Courtney Owens
Vacant

Exp. 04/08/2031
Exp. 04/05/2031
Exp. 05/10/2031
Exp. 12/16/2026

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
Walter Johnson	Dist. 1	Exp. 03/01/2025
Shirley Hankerson	Dist. 2	Exp. 06/30/2025
Khalidah Muhammad	Dist. 3	Exp. 04/05/2025
Angeline Lawrence	Dist. 4	Exp. 08/13/2026
Vacant	Dist. 5	
Rory S. Malley	Dist. 6	Exp. 09/01/2025
Ashwanna Butts	Mayoral	Exp. 03/13/2026
S. Anthony Dooley	Mayoral	Exp. 05/10/2026
Judy Street	Council	Exp. 12/18/2025

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term	6 Members
Vacant	Dist. 1
Vacant	Dist. 2
Vacant	Dist. 3
Vacant	Dist. 4
Vacant	Dist. 5
Vacant	Dist. 6
Vacant	Mayoral

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
Byron H. Nolen (Mayor)		Tenure
Darryl Davis (City Appointee)		Exp. 12/19/26
Tonla Williams, (Vice Chair)		Exp. 12/19/26
Mack Willis		Exp. 12/19/26
Ashley Williams, (Recording Secretary)		Exp. 12/19/26
Norma McDaniel		Exp. 12/19/26
Steven Chisholm (Chair)		Exp. 12/19/26
Sheryl Hayes-Bradford		Exp. 09/30/25
Tavan Hall		Exp. 08/30/25

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
Juan Bradford	Mayoral	Exp. 07/26/26
Corey Snyder	Police Rep	Exp. 03/18/26
Jason Kay	Fire Rep	Exp. 03/18/26
Vacant	(City Council Rep)	
Velma Overman	Board of Trustee Rep	

WATER REVIEW COMMITTEE- INACTIVE

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

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

Vacant

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
Norma McDaniel	Dist. 1	Exp. 03/21/27
Ruth E. Williams	Dist. 2	Exp. 03/28/27
Ava Lindsey	Dist. 3	Exp. 06/03/27
Kimberely Johnson	Dist. 4	Exp. 03/21/27
Vanola Williams	Dist. 5	Exp. 03/21/27
Rebecca Daniels	Dist. 6	Exp. 03/19/27
Patrice Patton (At-Large)		Exp. 03/21/27

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, MI. 48186]

Byron Nolen, Mayor - Tenure
Barbara Cooper-Mayor Appointee

2015 Community Development Block Grant Advisory Council (CDBG)

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

Council Appointee
(Alternate)

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

III

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
Kim Howard		Exp.09/08/26
Vacant		
Vacant		
Vacant		
Vacant		
Vacant		
Kevin Harrington		Exp. 04/19/27
Kenfentse Mandisa		Exp. 04/19/27
Charmaine Kennedy		Exp. 03/05/27
Jean Overman		Exp. 03/05/27

Vijay Viruppanavar
Yolanda Lockett

Exp. 03/05/27
Exp. 09/08/26

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

Vacant City Council Representative

Tenure

, Treasurer

Tenure

Vacant Community

Tenure

Vacant

Vacant

NOTES:

____ Vacancies and/or Expired terms

*Has not taken the oath.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: Wednesday, October 16, 2024

**From: Derek Dowdell
Community Development, Director**

Date for Council Consideration: October 21, 2024

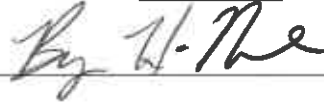
ACTION REQUESTED:

Consider approval to implement a new Pre-Development Meeting policy for development in Inkster. A pre-development meeting policy sets the foundation for a successful project by promoting clear communication, risk management, and stakeholder collaboration

Current Action X Emergency Future

Funds Budgeted: N/A Account # N/A No X N/A

Mayor's Approval



BACKGROUND INFORMATION

A pre-development meeting is an early-stage gathering between a developer, project stakeholders, and city staff. The primary purpose is to discuss the proposed development project, address potential challenges, and gain insights from experts before investing significant time and resources.

JUSTIFICATION

A pre-development meeting policy is essential for several reasons:

1. **Clarity and Alignment:** It ensures that all stakeholders have a clear understanding of the project's goals, timelines, and expectations. This alignment helps prevent misunderstandings and miscommunications later.
2. **Risk Identification and Mitigation:** During these meetings, potential risks can be identified early, and strategies can be developed to mitigate them. This proactive approach can save time and resources in the long run.
3. **Role Clarification:** It helps define the roles and responsibilities of each team member, ensuring that everyone knows what is expected of them and who to contact for specific issues.

4. **Budget and Schedule Review:** A thorough review of the project's budget and schedule allows for the identification of any potential issues that could impact the project's success. This review helps in making necessary adjustments before the project begins.
5. **Stakeholder Engagement:** It provides an opportunity for all key stakeholders to voice their concerns, ask questions, and provide input. This engagement fosters a collaborative environment and ensures that everyone is on the same page.

PROJECT OR IMPROVEMENT TASKS

Improve and promote the image of Inkster.

COSTS

There is not a cost associated with the proposed pre-development meeting policy.

PROJECT TIME TABLE

The implementation of this policy would be immediate, with training occurring as needed.

RESOLUTION

Authorization to implement a new pre-development policy.

Resolved by: _____

Seconded by: _____

Yes:

No:

Absent:



Preliminary Plan Review (PPR) Request Form

A Preliminary Plan Review (PPR) meeting is highly valuable and complimentary to you. It is set up with different City departments, as applicable, to discuss your unique project and to answer any questions you may have.

Please fill out this form to the best of your ability; this is a preliminary process. If a question is not required, it is not a problem to leave it blank.

Project Information

Project Name*

Site Location

Street Name (Parcel)*

Project Contact Name*

Project Contact Email*

Project Contact Number*

Developer Company

Architecture Firm

Engineering Firm



Project Details

Fill out any required information & anything else you feel is pertinent to your project.

The City requires at least 1 week to review your provided materials prior to your meeting.

Description*

Provide a brief written description of the proposed project. Please include details about the project's concept, potential use(s), the need or justification for this project, and overall mission to benefit the community.

Project Type*

Select the type(s) of development work involved in this project

Please select-

☐ New Construction

☐ Rehab / AlterationConversion

☐ Change of Use

☐ Land Based Project



Is the project going to have food and/or beverage services?*

Yes ____ No ____

Site Area (acres)*

Acreege of entire Project Site (enter an estimation if unknown)

Floor Area (sq ft)

Square Footage of Building(s) Floor Area

Number of Buildings

Site or Building Features*

Give further description of the development (building type, architectural features, sustainability features, landscaping, etc.)

Does the project involve purchasing City Owned Land?*

Yes ____ No ____

What funding sources do you plan to apply to this project?

Private Loan ____ Private Equity ____ Community Development Finance Institution ____



Wayne County funds (e.g., PACE financing) ____ Michigan Economic Development Corporation ____
Other ____

Estimated Total Development Cost

Enter the estimated dollar amount in numbers only.

Schedule Meeting

Meetings are typically scheduled on Wednesdays. Please select all times you and your team are available.

Meetings typically occur at least two weeks after your PPR request.

If you have specific requests for dates, please add that in the comments below.

Day and Times Available*

____ Wednesday 10-11 am

____ Wednesday 1-2 pm

____ Wednesday 3-4 pm

Preferred Day and Time

Meeting Attendees

Please provide the Name and Email Address for all individuals attending the PPR meeting.

You do not need to enter the Project Contact's information again.



Do you have any specific concerns or questions you would like addressed during the meeting?

Submission

Please attach the following:

1. Site plan and written description indicating the location of the proposed project.
2. Any proposed conceptual site plan, sketch, or other graphic information to depict the proposed project.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: October 16, 2024

From: Jerome Bivins, DPS Director Date for Council's Consideration: October 21, 2024

ACTION REQUESTED: The Director of Department of Public Service is asking Council to consider and approve the accepting of the LEAP Grant (Lead Education & Faucet Replacement Program) in the amount of \$184, 416. Additionally, we are requesting approval of the appropriations for this grant and related amendment to the FY 2024-25 budget.

Current Action ☒ X _____ Emergency _____ Future _____

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

Mayor 's Approval



BACKGROUND:

The Michigan Department of Health and Human Services offered a pilot program to eleven communities and the City of Inkster was one of the cities selected. This pilot program will run for (1) year and we were awarded \$184,416. The focus of the Lead Education and Faucet Replacement program ("LEAD") is to prevent lead exposure from drinking water to Medicaid enrolled households with a child or pregnant persons. This grant will fund recipients to perform a lead education home visit, provide a drinking water filter to the home, perform a plumbing assessment to document the material of the interior plumbing, and assess and assist the family in applying for the Department's Lead Safe Home Program.

SCOPE OF SERVICES:

In order to implement this grant, the City will be hiring three additional employees. There will be one full-time position and two part-time positions. We will have a (PT) Community Engagement specialist, who will be responsible for the outreach efforts which will include direct communications through mailing, phone calls, and in-person visits to share vital information about the program and its benefits. We will also have a (FT) Grant administrator who will be responsible for managing various grant projects and ensuring we meet our objectives while making a meaningful impact in the community.

JUSTIFICATION:

This grant will give the city an opportunity to assist and educate low-income families on Lead Safety

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

Grant awarded in the amount of \$184, 416, this is a reimbursement-based grant.

PROJECTED TIMETABLE:

Upon approval from this body and the signing of the contract or October 1, 2024, whichever is later, and continue through September 30, 2025.

RESOLUTION:

Authorization is hereby given to Administration approval to accept the LEAP Grant (Lead Education & Faucet Replacement Program) in the amount of \$184,416. Additionally, approval is provided for the Administration to create the two new positions of Grant Manager and Community Engagement Specialist. Finally, the receipt of funding for this grant and appropriation of funds and amendment of the FY 2024-25 budget is approved for the GL Accounts and amounts as detailed:

Revenue	592-564-540.001	State Grants – LEAP	\$184,416
Expenditure	592-564-706.001	Salaries – Grant	\$184,416

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
City of Inkster
26215 Trowbridge St
Inkster MI 48141 2479
Federal I.D.#: 38-6007226, Unique Entity Identifier: EVALA93MBDC7
hereinafter referred to as the "Grantee"
for
Lead Education and Faucet Replacement Program - 2025
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$184,416.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$184,416.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- ☒ Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- ☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the Lead Education and Faucet Replacement Program is to prevent lead exposure from drinking water to Medicaid enrolled households with a child or pregnant person. These grants will fund recipients to: 1) perform a lead education home visit, 2) provide a drinking water filter to the home, 3) perform a plumbing assessment to document the material of the interior plumbing, and 4) assess and assist the family in applying for the Department's Lead Safe Home Program.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Carin Speidel Project Coordinator (517) 335-9833
speidelc@michigan.gov

Name	Title	Telephone No.	Email Address
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9. Grantee's Financial Contact for the Agreement:

The financial contact acting on behalf of the Grantee for this Agreement is:

Tamika Jenkins Administrator

Name	Title
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tjenkins@cityofinkster.com (313) 563-9873

E-Mail Address	Telephone No.
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10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
City of Inkster

Jerome Bivins Administrator 09/26/2024

Name	Title	Date
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For the Michigan Department of Health and Human Services

Jeanette Hensler 09/25/2024

Jeanette Hensler, Grants Division Director	Date
Bureau of Grants and Purchasing	

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit

Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180

days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with

laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;

- d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egramms-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
- 3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent,

affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CRF 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and

- c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

- a. **Commercial General Liability Insurance or Governmental Self-Insurance:** Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. **Workers' Compensation Insurance or Governmental Self-Insurance:** Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. **Employers Liability Insurance or Governmental Self-Insurance.**
- d. **Privacy and Security Liability (Cyber Liability) Insurance:** cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

- 3. Require that subcontractors maintain the required insurances contained in this Section.
- 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
- 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
- 2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

- 1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet

Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

- a. ICHAT: Home Page - ICHAT Menu (michigan.gov)
 - b. Michigan Public Sex Offender Registry:
<http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
- a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation

maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will

contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of

contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-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) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance

order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.

5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of seven (7) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the

Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of

Information Act (FOIA);

- b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

- 1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of the state agreement amount. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
- 2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records

until fully recovered by the Department.

3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department for the same services. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine the Department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.
- E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.
- F. Immediately by mutual agreement of both parties

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses,

or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must return all State and federal data and provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.
The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

C. In the event of an incident the Grantee must:

- 1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;**
- 2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;**
- 3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.**

XII. State of Michigan Agreement

This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Agreement must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Grantee waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective :	The LEAP Project Coordinator's and Assistant's work will vary depending on the tasks, however, once the home visits are regularly scheduled the following work week will be strived for · Monday – Make follow-up phone calls, schedule home visits and try to contact enrollees in person to schedule home visits. Complete any forms and data entry from the previous week not completed. · Tuesday – Perform 4 home visits and required forms. · Wednesday – Perform 4 home visits and required forms. · Thursday – Perform 3 to 4 home visits, complete forms for weekly reporting to MDHHS of home visits, plumbing assessment and outreach information via email.
Activity :	City of Inkster Identification badges should be clearly visible when approaching and knocking on doors for a home visit. Business cards or flyers with contact information should be provided. The home visit should be conducted in accordance with MDHHS requirements, and the procedure developed during the orientation portion of this work plan. LEAP staff will have their own method of transportation and will be reimbursed for mileage.
Responsible Staff :	Maya Roots
Date Range :	10/01/2024 - 09/30/2025

Expected Outcome :

If the City of Inkster is awarded the Lead Education and Faucet Replacement Program (LEAP) Grant, the City of Inkster (City) LEAP Project Director and Project Coordinator will meet to review this work plan and expand on it with more details. Key information for planning and determining the full scope of work and schedule includes the list of Medicaid enrollees and the timing of training from the Michigan Department of Health and Human Services (MDHHS).

- The list of Medicaid enrollees will be evaluated to determine the level of effort for the Outreach task described in this work plan.
- The Director and Coordinator will review and become familiar with the tools that were provided with the grant RFP including the "Home Visit Assessment Form".
- The Director and Coordinator will review applicants and hire up to two (2) part time employees to assist with the program.
- Goals of the program will be set based on the number of enrollees and the time planned for home visits. The goals shall be measurable.
- The City shall issue City identification badges for all LEAP staff that will conduct home visits to clearly identify them.
- Develop letters/flyers to mail and door hangers if not provided by MDHHS.
- Drafts of the written procedures that are due to MDHHS within the first sixty (60) days of the grant period will be discussed and prepared as a part of this task. The procedures include the following:

ü Home Visits – staff, scheduling, script for making calls for information to provide to the Medicaid enrollee, documentation and reporting.

ü Plumbing assessment – staff, documentation and reporting.

ü Application outreach – staff, outreach methods, documentation and reporting.

ü Quality assurance of program data collection and data entry.

ü Financial controls.

ü Program Goals and Measurements

ü Obtain equipment for the LEAP Assistants and orient them with the Number of Medicaid enrollees contacted.

Number of home visits performed.

Number of households/fixtures with lead components replaced.

Complete data set

Measurement :

B1 Attachment B1 - Program Budget Summary

PROGRAM Lead Education and Faucet Replacement Program - 2025			DATE PREPARED 9/26/2024	
CONTRACTOR NAME City of Inkster			BUDGET PERIOD From : 10/1/2024 To : 9/30/2025	
MAILING ADDRESS (Number and Street) 26215 Trowbridge St			BUDGET AGREEMENT ☒ Original ☐ Amendment	AMENDMENT # 0
CITY Inkster	STATE MI	ZIP CODE 48141-2479	FEDERAL ID NUMBER 38-6007226	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	141,856.00	141,856.00
2	Fringe Benefits	10,783.00	10,783.00
3	Employee Travel and Training	24,277.00	24,277.00
4	Supplies & Materials	2,500.00	2,500.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	5,000.00	5,000.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	0.00	0.00
Total Program Expenses		184,416.00	184,416.00
TOTAL DIRECT EXPENSES		184,416.00	184,416.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		184,416.00	184,416.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	MDHHS State Agreement	184,416.00	184,416.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	184,416.00	184,416.00	0.00	0.00
	Totals	184,416.00	184,416.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Analyst	416.0000	35.000	0.000	WKS	14,560.00
	Analyst	1248.0000	30.000	0.000	WKS	37,440.00
	Analyst	1664.0000	27.000	0.000	WKS	44,928.00
	Analyst	1664.0000	27.000	0.000	WKS	44,928.00
Total for Salary & Wages						141,856.00
2	Fringe Benefits					
	Fringe benefits for the two new hire	0.0000	12.000	89856.000		10,783.00
3	Employee Travel and Training					
	Mileage-This is the total amount for the year	0.0000	0.000	0.000		24,277.00
4	Supplies & Materials					
	Office Supplies	0.0000	0.000	0.000		500.00
	Printing	0.0000	0.000	0.000		1,000.00
	Mallings	0.0000	0.000	0.000		1,000.00
Total for Supplies & Materials						2,500.00
5	Subawards – Subrecipient Services					
6	Contractual - Professional Services					
7	Communications					
8	Grantee Rent Costs					
9	Space Costs					
10	Capital Expenditures - Equipment & Other					
	Equipment: Communication System-2 Laptops	2.0000	1500.000	0.000	WKS	3,000.00
	Equipment: Computer Systems/Servers-2 Cell Phones	2.0000	1000.000	0.000	WKS	2,000.00
Total for Capital Expenditures - Equipment & Other						5,000.00
11	Client Assistance - Rent					
12	Client Assistance - All Other					

	Line Item	Qty	Rate	Units	UOM	Total
13	Other Expense					
Total Program Expenses						184,416.00
TOTAL DIRECT EXPENSES						184,416.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						184,416.00

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E** **Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)

Lead Education and Faucet Replacement Program - 2025
Facesheet

FOR OFFICE USE ONLY:

Version # _____

APP # 751310

1. Demographic Information

- a. Demographic Information Name City of Inkster
- b. Organizational Unit
- c. Address 26215 Trowbridge St
- d. Address 2
- e. City Inkster State MI Zip 48141-2479
- f. Federal ID Number 38-6007226 Reference No. Unique Entity Id. EVALA93MBD
C7

g. Agency's fiscal year (beginning month and day) July-24

h. Agency Type

- ☐ Native American Tribes ☐ Private, Non-Profit ☐ Private, Proprietary
- ☒ Public ☐ University

i. Select the appropriate radio button to indicate the agency method of accounting.

- ☐ Accrual
- ☐ Cash
- ☒ Modified Accrual

j. State of Michigan Employee Involvement

If former state of Michigan employees are involved in this project in any of the following capacities, the agency should disclose this in the space provided: a) In the performance of any resulting state agreement; b) Oversight or management of any resulting state agreement; or c) Consulting, conferring, or advising on the RFP response (such as in a role of consultant or lobbyist). If not, the agency may respond with "Not applicable."

Include the name(s) of former employee(s), department and division worked for, active dates of employment, and describe the role they will have with this RFP or any resulting grant agreement.

We have no former state employees involved in this Grant

2. Program / Service Information

- a. Program / Service Information Name Lead Education and Faucet Replacement Program - 2025
- b. Is Implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Sep-30-2025
- e. Amount of Funds Requested \$184,416.00 Project Cost \$184,416.00

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3. Certification / Contacts Information**a. Project Director**

Name Sharde Crutchfield
Title Director
Mailing Address 26215 Trowbridge
City Inkster State MI Zip 48141
Telephone (313) 563-9760 Fax
E-mail Address scrutchfield@cityofinkster.com

b. Authorized Official

Name Jerome Bivins
Title Administrator
Mailing Address 26900 Princeton
City Inkster State MI Zip 48141
Telephone (313) 563-9774 Fax
E-mail Address jbivins@cityofinkster.com

c. Financial Officer

Name Tamika Jenkins
Title Administrator
Mailing Address 26279 Michigan Ave
City Inkster State MI Zip 48141
Telephone (313) 563-9873 Fax
E-mail Address tjenkins@cityofinkster.com

Certifications

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4. Assurances and Certifications

A. Special Certifications

- a. ☒ By checking this box, the individual or officer certifies that individual or officer is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b. ☒ By checking this box, the individual or officer certifies that the individual or officer is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.
- c. ☒ By checking this box, the individual or officer certifies that the individual or officer is NOT an Iran-linked business, as defined in MCL 129.312.
- d. ☒ By checking this box, the individual or officer certifies that the individual or officer will abide by MDHHS standard grant agreement terms and conditions if awarded funding. A copy of the boilerplate agreement can be found under the "Show Documents" link of this application.

B. State of Michigan Information Technology Information Security Policy

1. By checking the following boxes, the Grantee acknowledges compliance with State of Michigan Information Technology Information Security Policy* and provides the following assurances:
 - a. ☒ The Grantee Project Director will be notified within 24 hours when its users are terminated or transferred or immediately if after an unfriendly separation.
 - b. ☒ The Grantee Project Director will annually review and certify user accounts to verify the user's access is still required and the user is assigned the appropriate permissions.
 - c. ☒ The Grantee Project Director will remove user's access within 48 hours of notification when users are terminated or transferred, or immediately if after an unfriendly separation.
 - d. ☒ After 120 days of inactivity, when the user attempts to log into their account they will receive a message stating their account has been deactivated, and the user will have to request the account be reinstated.

*Policy available at https://www.michigan.gov/documents/dmb/1340_193162_7.pdf

Narrative

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5. Program Service Area

Counties project will serve (check all that apply):

- | | | |
|---|---------------------------------------|--------------------------------------|
| ☐ Alcona | ☐ Alger | ☐ Allegan |
| ☐ Alpena | ☐ Antrim | ☐ Arenac |
| ☐ Baraga | ☐ Barry | ☐ Bay |
| ☐ Benzie | ☐ Berrien | ☐ Branch |
| ☐ Calhoun | ☐ Cass | ☐ Charlevoix |
| ☐ Cheboygan | ☐ Chippewa | ☐ Clare |
| ☐ Clinton | ☐ Crawford | ☐ Delta |
| ☐ Dickinson | ☐ Eaton | ☐ Emmet |
| ☐ Genesee | ☐ Gladwin | ☐ Gogebic |
| ☐ Grand Traverse | ☐ Gratiot | ☐ Hillsdale |
| ☐ Houghton | ☐ Huron | ☐ Ingham |
| ☐ Ionia | ☐ Iosco | ☐ Iron |
| ☐ Isabella | ☐ Jackson | ☐ Kalamazoo |
| ☐ Kalkaska | ☐ Kent | ☐ Keweenaw |
| ☐ Lake | ☐ Lapeer | ☐ Leelanau |
| ☐ Lenawee | ☐ Livingston | ☐ Luce |
| ☐ Mackinac | ☐ Macomb | ☐ Manistee |
| ☐ Marquette | ☐ Mason | ☐ Mecosta |
| ☐ Menominee | ☐ Midland | ☐ Missaukee |
| ☐ Monroe | ☐ Montcalm | ☐ Montmorency |
| ☐ Muskegon | ☐ Newaygo | ☐ Oakland |
| ☐ Oceana | ☐ Ogemaw | ☐ Ontonagon |
| ☐ Osceola | ☐ Oscoda | ☐ Otsego |
| ☐ Ottawa | ☐ Presque Isle | ☐ Roscommon |
| ☐ Saginaw | ☐ St. Clair | ☐ St. Joseph |
| ☐ Sanilac | ☐ Schoolcraft | ☐ Shiawassee |
| ☐ Tuscola | ☐ Van Buren | ☐ Washtenaw |
| ☒ Wayne | ☐ Wexford | ☐ Out Wayne |

6. Program Implementation (Maximum 40 points)

A. Communities to be Served (2 points) - click "Show Instructions" for full question

Please choose the communities you plan on serving with this grant program. Pick at least one or more target cities:

- ☐ Albion (Calhoun County)

- ☐ Benton Harbor (Berrien County)
- ☐ Muskegon Heights (Muskegon County)
- ☐ Saginaw (Saginaw County)
- ☐ Pontiac (Oakland County)
- ☐ Flint (Genesee County)
- ☐ Highland Park (Wayne County)
- ☐ Hamtramck (Wayne County)
- ☐ Detroit (Wayne County)
- ☒ Inkster (Wayne County)
- ☐ Ecorse (Wayne County)

B. Process & Steps to be Successful (10 points) - click "Show Instructions" for full question

1. Orientation and Planning

If the City of Inkster is awarded the Lead Education and Faucet Replacement Program (LEAP) Grant, the City of Inkster (City) LEAP Project Director and Project Coordinator will meet to review this work plan and expand on it with more details. Key information for planning and determining the full scope of work and schedule includes the list of Medicaid enrollees and the timing of training from the Michigan Department of Health and Human Services (MDHHS).

- The list of Medicaid enrollees will be evaluated to determine the level of effort for the Outreach task described in this work plan.
 - The Director and Coordinator will review and become familiar with the tools that were provided with the grant RFP including the "Home Visit Assessment Form".
 - The Director and Coordinator will review applicants and hire up to two (2) part time employees to assist with the program.
 - Goals of the program will be set based on the number of enrollees and the time planned for home visits. The goals shall be measurable.
 - The City shall issue City identification badges for all LEAP staff that will conduct home visits to clearly identify them.
 - Develop letters/flyers to mail and door hangers if not provided by MDHHS.
 - Drafts of the written procedures that are due to MDHHS within the first sixty (60) days of the grant period will be discussed and prepared as a part of this task. The procedures include the following:
 1. Home Visits – staff, scheduling, script for making calls for information to provide to the Medicaid enrollee, documentation and reporting.
 2. Plumbing assessment – staff, documentation and reporting.
 3. Application outreach – staff, outreach methods, documentation and reporting.
 4. Quality assurance of program data collection and data entry.
 5. Financial controls.
 6. Program Goals and Measurements
 7. Obtain equipment for the LEAP Assistants and orient them with the
- Training of the Project Coordinator and Project Director will occur at the earliest opportunity possible per the MDHHS training schedule. Any available ongoing training will also be attended.

3. Outreach

After the list of Medicaid enrollees is provided and evaluated during the Orientation and Planning Task, a letter will be mailed to the enrollees identified during the task. The letter will describe the services associated with LEAP and provide a phone number to schedule a home visit. A week to ten days after letters are mailed, phone calls will be made to any available phone numbers provided by MDHHS to schedule a home visit. For those enrollees that did not respond to the letters or phone calls in the first two to three weeks after the letters were mailed, or if phone numbers are not available, LEAP staff will visit the address and try to contact enrollees in person. If no one is available at that time a door hanger will be left with a brief description of the LEAP and the phone number for scheduling. LEAP information will also be posted to social media, the City's website, and at various locations throughout the City including City Hall, the Dozler Recreation Center, and the City's Library. After two visits to the residence the address will be added to a list to be contacted later. If possible, they will be revisited prior to the end of the program.

4. Scheduling

Home visits will be scheduled for a maximum of four (4) per day, and a minimum of three (3) per day whenever possible. When scheduling enrollees, the script developed during the orientation part of this project plan will be used to prepare the Medicaid enrollee. The script should include the timeframe for the visit, i.e. 1.5 hours, that there should be the guardian for the children in the household over the age of 18 present, that there will be information to share regarding lead related to health and an inspection of the faucets in the house will occur and a clear path to each should be provided. A written confirmation of the home visit should be mailed or provided at the time of scheduling if in person, on the door hanger.

5. LEAP Project Coordinator Typical Work Week

The LEAP Project Coordinator's and Assistant's work will vary depending on the tasks, however, once the home visits are regularly scheduled the following work week will be strived for

- Monday – Make follow-up phone calls, schedule home visits and try to contact enrollees in person to schedule home visits. Complete any forms and data entry from the previous week not completed.
- Tuesday – Perform 4 home visits and required forms.
- Wednesday – Perform 4 home visits and required forms.
- Thursday – Perform 3 to 4 home visits, complete forms for weekly reporting to MDHHS of home visits, plumbing assessment and outreach information via email.

C. Program Success (10 points) - click "Show Instructions" for full question

At the start of the LEAP after the list of Medicaid enrollees has been provided by MDHHS goals will be set as part of the orientation and planning phase of the project and based on the number of enrollees and number of weeks the program will be implemented. The numbers will be based on the number of home visits per week and the number of available weeks for home visits available

after completion of the MDHHS training and startup of the outreach efforts. These goals may include:

Number of Medicaid enrollees contacted.

Number of home visits performed.

Number of households/fixtures with lead components replaced.

Complete data set

Efforts will be evaluated and prorated as the LEAP advances to determine if the progress will meet the goal at the end of the program. If progress is behind a review of weekly goals will be conducted and adjusted if necessary

D. Recruitment Plan (8 points) - click "Show Instructions" for full question

The City of Inkster is lucky to have two City employees that are Inkster residents that have ties to the community through their history, family, friends and personal activities. One of them is a lifetime resident that has been a city employee for over 12 years and served in the Clerk's office, the Parks and Recreation Department, Assessor's Office, Treasurer's Office and is now part of the Department of Public Services. She is active in the community youth cheer, volleyball and summer program and her church. She also interacts with Inkster residents on a regular

basis as the liaison between residents and the ongoing Public Services construction projects and maintenance activities throughout the City. She will serve as the LEAP Coordinator head the outreach for the program, conduct the initial home visits, help train the assistants that will be hired as a part of this program.

The City has already taken action to recruit up to two additional part-time employees for LEAP by posting job information through the Human Resources Department. Ideally the City would like to hire Inkster residents, but qualifications will also include experience with dealing with people and maintaining privacy with personal data, attention to detail and computer skills with the knowledge of word processing, spreadsheets, and adobe products.

E. Data Collection (3 points) - click "Show Instructions" for full question

Password protected excel spreadsheet accessed by the Program Director, Program Coordinator and Assistants will be compiled. All Medicaid enrollees will be tracked via the spreadsheet to record the number of times they were contacted, the time(s) scheduled for a home visit, necessary follow-up for an appointment with a plumber and follow-up phone calls regarding fixture replacement. The spreadsheet shall be in a sharable format such as google sheets or Microsoft teams so that all members of the LEAP staff have access to it and can sort it for scheduling purposes and continuous data entry. It should reside on the City's server so it will be regularly backed up.

Data will be checked for accuracy and quality assurance by the Project Coordinator on a weekly basis. The procedures established during the orientation and planning at the start of the project will be reviewed to ensure all forms and data are complete. This includes documentation for the home visits, the plumbing assessment forms, the tracking spreadsheet for the enrollees and financial controls.

1. Home Visits – staff, scheduling, script for making calls for information to provide to the Medicaid enrollee, documentation and reporting.
2. Plumbing assessment – staff, documentation and reporting.
3. Application outreach – staff, outreach methods, documentation and reporting.
4. Quality assurance of program data collection and data entry.
5. Financial controls.

F. External Partners (5 points) - click "Show Instructions" for full question

External partnerships have not been identified at this time, however, the search will continue throughout the program and utilized if possible. This includes local churches,

G. Diversity, Equity and Inclusion (2 points) - click "Show Instructions" for full question

As with all City of Inkster services no one will be discriminated based on race, sex, religion, age, national origin, color, height, weight, marital status, partisan considerations, gender identification or expression, sexual orientation or a disability or genetic information unrelated to their circumstances. Every effort will be made to contact all Medicaid enrollees and provide the LEAP services included in this program. Every effort for communication with the hearing impaired, and to obtain translators if necessary for non English speaking residents will be made.

7. Experience and Past Performance (Maximum 25 points)

A. Experience in Providing Services (15 points) - click "Show Instructions" for full question

The Project Coordinator has experience with contacting residents to inform them that their water service will be interrupted to replace their lead pipe material with new pipe. She also has experience with notifying residents for inspections in their home for lead material for their water meter as part of a verification of the lead service inventory in the City. She also participated in the efforts to distribute water filters to the community. On a regular basis the Project Coordinator meets with residents at their home to resolve issues that arise associated with on-going construction in various areas of the City. Including a four phased project that is currently in the second year and phase of design.

The Project Coordinator generally continues following up with the contractor, resident and inspector until the issue is

resolved.

B. Residential Housing & Plumbing Assessments Experience (5 points) - click "Show Instructions" for full question

The City of Inkster completed the inspection of over 360 homes to determine if water service pipelines at the meters inside homes consisted of lead. Over 200 of the inspections were completed at the end of August 2023. The remaining were completed in the winter by February 2024. Most of the winter inspections were completed by knocking on resident's doors.

C. Education & Outreach Experience (5 points) - click "Show Instructions" for full question

The LEAP Project Coordinator regularly participates in public outreach as part of the Department of Public Services capital improvement projects and maintenance activities. Flyers are prepared and distributed prior to the start of any construction project that affects parking and traffic. The use of social media, the City's website and the City's cable channel are also used. Flyers for all planned interruptions to water services are also prepared and distributed. Notices are also prepared and distributed to residents when construction impedes trash pick up and trash receptacles are required to be moved to a location different than typical.

Outcomes are typically measured by the number of complaints received. Proactive notification typically reduces or eliminates the number of complaints.

8. Staffing and Training (Maximum 20 Points)

A. Staffing Plan (8 point) - click "Show Instructions" for full question

The LEAP Project Director will work an average of 4-8 hours per week through the duration of the program. It is expected that more hours will be required at the startup of the program to accommodate training, development of written procedures, establishing a routine with the LEAP Project Coordinator, Assistants and familiarizing themselves with the Michigan Department of Health and Human Services (MDHHS) reporting portal. Once the program has been initiated the Director will attend meetings with MDHHS as needed, assist the LEAP Project Coordinator with issues as needed, oversee the activities of the LEAP Project Coordinator and perform quality assurance checks of the data collected by the LEAP Project Coordinator.

The LEAP Project Director will be Sharde Crutchfield, Director of Special Projects, City of Inkster part time employee and a longtime resident of Inkster.

The LEAP Project Coordinator will work an average of one (1) to three (3) days a week, eight (8) hours each day, typically Monday through Thursday. Additional workdays and alternate workdays may occur occasionally depending on the need for the Project Coordinator to meet with the Project Assistants. The Project Coordinator will take the lead on all aspects of LEAP by training and directing the LEAP Assistants and with support from the Project Director. The Coordinator will conduct the outreach to the Medicaid enrollees with assistance from the LEAP Assistants, coordinate and schedule home visits, performing the home visits which include educating residents and distributing written materials, performing plumbing assessments, completing all necessary forms, data collection, reporting and documentation. The LEAP Coordinator will be the main supervisor of the LEAP Assistants and assist with the review verification of data collection, reporting and monitoring the progress to ensure the goals are met.

The LEAP Coordinator is Maya Roots, Special Projects Manager for the Department of Public Services. Ms. Roots is a lifetime Inkster resident and has been an employee of the City for the last twelve years. She is active in her church and involved in various community youth programs including cheer, volleyball, and the summer recreation program.

The LEAP Project Assistants will work part time, four (4) days a week, eight (8) hours a day, typically Monday through Thursday. Additional workdays and alternate workdays may occur occasionally depending on the availability of enrollees to meet. The Assistants will continue with outreach and perform home visits which include educating residents and distributing written materials, performing plumbing assessments, completing all necessary forms, data collection, reporting and documentation.

The City of Inkster Human Resources Department as begun the recruiting process for up to two additional part time employees to fill the positions for this program. Ideally the City would like people with social work related experience who are used to maintaining the privacy of sensitive personal information.

B. Position Descriptions (7 point) - click "Show Instructions" for full question

Please upload a position description for each grant funded positions outlined in Question A (Staffing and Training) above as well as anticipated hours per week for each. Please include staff responsible for financial management as well as programmatic administration.

*The position description must contain educational credentials, knowledge, skills, abilities, and other characteristics that demonstrate qualifications to provide the proposed services.

*Position titles must match those listed in the budget submission.

*No resumes should be attached.

Please upload documents here:

[46046 0 571 Position Description - LEAP Grant.docx](#)

C. Financial Report (5 point) - click "Show Instructions" for full question

Over the last two years the City has been reporting on both loans and grants expenditures on a monthly basis.

Work Plan

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9. Work Plan (5 points)

Objective :

The LEAP Project Coordinator's and Assistant's work will vary depending on the tasks, however, once the home visits are regularly scheduled the following work week will be strived for

- Monday – Make follow-up phone calls, schedule home visits and try to contact enrollees in person to schedule home visits. Complete any forms and data entry from the previous week not completed.
- Tuesday – Preform 4 home visits and required forms.
- Wednesday – Perform 4 home visits and required forms.
- Thursday – Perform 3 to 4 home visits, complete forms for weekly reporting to MDHHS of home visits, plumbing assessment and outreach information via email.

Activity :

City of Inkster Identification badges should be clearly visible when approaching and knocking on doors for a home visit. Business cards or flyers with contact information should be provided. The home visit should be conducted in accordance with MDHHS requirements, and the procedure developed during the orientation portion of this work plan. LEAP staff will have their own method of transportation and will be reimbursed for mileage.

Responsible Staff :

Maya Roots

Date Range :

10/01/2024 - 09/30/2025

Expected Outcome :

If the City of Inkster is awarded the Lead Education and Faucet Replacement Program (LEAP) Grant, the City of Inkster (City) LEAP Project Director and Project Coordinator will meet to review this work plan and expand on it with more details. Key information for planning and determining the full scope of work and schedule includes the list of Medicaid enrollees and the timing of training from the Michigan Department of Health and Human Services (MDHHS).

- The list of Medicaid enrollees will be evaluated to determine the level of effort for the Outreach task described in this work plan.
- The Director and Coordinator will review and become familiar with the tools that were provided with the grant RFP including the "Home Visit Assessment Form".
- The Director and Coordinator will review applicants and hire up to two (2) part time employees to assist with the program.
- Goals of the program will be set based on the number of enrollees and the time planned for home visits. The goals shall be measurable.
- The City shall issue City Identification badges for all LEAP staff that will conduct home visits to clearly identify them.
- Develop letters/flyers to mail and door hangers if not provided by MDHHS.
- Drafts of the written procedures that are due to MDHHS within the first sixty (60) days of the grant period will be discussed and prepared as a part of this task. The procedures include the following:
 - ü Home Visits – staff, scheduling, script for making calls for information to provide to the Medicaid enrollee, documentation and reporting.
 - ü Plumbing assessment – staff, documentation and reporting.
 - ü Application outreach – staff, outreach methods, documentation and reporting.
 - ü Quality assurance of program data collection and data entry.
 - ü Financial controls.
 - ü Program Goals and Measurements
 - ü Obtain equipment for the LEAP Assistants and orient them with the

Measurement :	Number of Medicaid enrollees contacted.
	Number of home visits performed.
	Number of households/fixtures with lead components replaced.
	Complete data set

Budget Detail (7 points) for Lead Education and Faucet Replacement Program - 2025

Agency: City of Inkster

Application: Lead Education and Faucet Replacement Program - 2025

Budget

FOR OFFICE USE ONLY:				Version # _____		APP # 751310	
Line Item		Qty	Rate	Units	UOM	Total	Amount
DIRECT EXPENSES							
Program Expenses							
1	Salary & Wages						
	Analyst	416.0000	35.000	0.000	WKS	14,560.00	14,560.00
	Analyst	1248.0000	30.000	0.000	WKS	37,440.00	37,440.00
	Analyst	1684.0000	27.000	0.000	WKS	44,928.00	44,928.00
	Analyst	1664.0000	27.000	0.000	WKS	44,928.00	44,928.00
Total for Salary & Wages						141,856.00	141,856.00
2	Fringe Benefits						
	Fringe benefits for the two new hire	0.0000	12.000	89856.000		10,783.00	10,783.00
3	Employee Travel and Training						
	Mileage-This is the total amount for the year	0.0000	0.000	0.000		24,277.00	24,277.00
4	Supplies & Materials						
	Office Supplies	0.0000	0.000	0.000		500.00	500.00
	Printing	0.0000	0.000	0.000		1,000.00	1,000.00
	Mailings	0.0000	0.000	0.000		1,000.00	1,000.00
Total for Supplies & Materials						2,500.00	2,500.00
5	Subawards – Subrecipient Services						

Budget Detail (7 points) for Lead Education and Faucet Replacement Program - 2025
Agency: City of Inkster
Application: Lead Education and Faucet Replacement Program - 2025

10/16/2024

Line Item	Qty	Rate	Units	UOM	Total	Amount
6 Contractual - Professional Services						
7 Communications						
8 Grantee Rent Costs						
9 Space Costs						
10 Capital Expenditures - Equipment & Other						
Equipment: Communication System-2 Laptops	2.0000	1500.000	0.000	WKS	3,000.00	3,000.00
Equipment: Computer Systems/Servers-2 Cell Phones	2.0000	1000.000	0.000	WKS	2,000.00	2,000.00
Total for Capital Expenditures - Equipment & Other					5,000.00	5,000.00
11 Client Assistance - Rent						
12 Client Assistance - All Other						
13 Other Expense						
Total Program Expenses					184,416.00	184,416.00
TOTAL DIRECT EXPENSES					184,416.00	184,416.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
2 Cost Allocation Plan						
Total Indirect Costs					0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00
TOTAL EXPENDITURES					184,416.00	184,416.00

Budget Summary (3 points) for Lead Education and Faucet Replacement Program - 2025
Agency: City of Inkster
Application: Lead Education and Faucet Replacement Program - 2025

10/16/2024

Category	Total	Amount	Narrative
DIRECT EXPENSES			
Program Expenses			
1 Salary & Wages	141,856.00	141,856.00	Salaries and Wage costs are based on two existing City Employees Sharde Crutchfield, who will serve as the LEAP Project Director and Maya Roots who will serve as the LEAP Project Coordinator. The city anticipates two additional employees who will be hired specifically for this project. These employees will work closely with Maya Roots. Ms. Crutchfield will spend an average of 4-8 hours per week on the project. Ms. Roots will dedicate 8 to 24 hours per week on the program. The new employees will be paid solely by this grant and will work four days a week, or 32 hours a week.
2 Fringe Benefits	10,783.00	10,783.00	Fringe Benefits for the part-time employees are budgeted from the LEAP grant. The city will continue to provide fringe benefits for the existing City employees assigned to this project. Fringe benefits for Ms. Crutchfield and Ms. Roots will not be supplemented by the LEAP grant. This is the total for the (2) new hires.
3 Employee Travel and Training	24,277.00	24,277.00	Employee Travel and Training/Conference costs are assumed to be for mileage for travel to the training provided by MDHHS and for traveling around the city for home visits and outreach activities. This is the total for all (4) employees.
4 Supplies & Materials	2,500.00	2,500.00	Supplies and Material costs include office supplies, such as paper, pens, mailing expenses, printing for doorhangers, letters, etc. These expenses do not include items such as copiers or printers. The LEAP staff will utilize the City's existing facilities for these items. Office supplies and materials consist of approximately 1% of the line item shown in the budget. Most of the costs can be attributed to the plumbing fixtures. For the purposes of this budget, it is assumed that over 1200 plumbing fixtures will be replaced. This is the total for the entire year.
5 Subawards – Subrecipient Services	0.00	0.00	

Budget Summary (3 points) for Lead Education and Faucet Replacement Program - 2025
Agency: City of Inkster
Application: Lead Education and Faucet Replacement Program - 2025

10/16/2024

Category	Total	Amount	Narrative
6 Contractual - Professional Services	0.00	0.00	
7 Communications	0.00	0.00	
8 Grantee Rent Costs	0.00	0.00	
9 Space Costs	0.00	0.00	
10 Capital Expenditures - Equipment & Other	5,000.00	5,000.00	Capital Expenditures – Equipment costs include a laptop and cell phone for each new part time employee. The City will provide these items if available, however availability is unknown at this time.
11 Client Assistance - Rent	0.00	0.00	
12 Client Assistance - All Other	0.00	0.00	
13 Other Expense	0.00	0.00	
Total Program Expenses	184,416.00	184,416.00	
TOTAL DIRECT EXPENSES	184,416.00	184,416.00	
INDIRECT EXPENSES			
Indirect Costs			
1 Indirect Costs	0.00	0.00	
2 Cost Allocation Plan	0.00	0.00	
Total Indirect Costs	0.00	0.00	
TOTAL INDIRECT EXPENSES	0.00	0.00	
TOTAL EXPENDITURES	184,416.00	184,416.00	

Source of Funds

Category	Total	Amount	Cash	Inkind	Narrative

Budget Summary (3 points) for Lead Education and Faucet Replacement Program - 2025
Agency: City of Inkster
Application: Lead Education and Faucet Replacement Program - 2025

10/16/2024

1	Source of Funds	184,416.00	184,416.00	0.00	0.00	
	MDHHS State Agreement		184,416.00	0.00	0.00	
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00	
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	In-Kind	0.00	0.00	0.00	0.00	
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00	
	Total Source of Funds	184,416.00	184,416.00	0.00	0.00	
	Totals	184,416.00	184,416.00	0.00	0.00	

Miscellaneous

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13. Supporting Documents

Attachment Title	Attachment

Attachments Index

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#	Section	Title	File Name
1	Narrative	571_Position Description - LEAP Grant.docx	46046_0_571_Position Description - LEAP Grant.docx



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

October 16, 2024

Mr. Jerome Bivens, Department of Public Services Director
26215 Trowbridge
Inkster, MI 48141

Dear Mr. Bivens:

On behalf of the State of Michigan's Get Ahead of Lead initiative and the Faucet and Filter Safety Net program, I would like to inform you that the City of Inkster has been selected to receive the Lead Education and Faucet Replacement grant for fiscal year 2025. This grant has been approved in the amount of \$184,416.

Please note, all grant funds will be evaluated based on monthly expenditures and must be used in accordance with the project work plan, scope, budget and other agreed upon terms as stated in the project contract agreement.

We look forward to partnering with you on this critically valuable community project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Rhodes".

Chad Rhodes
Lead Services Section Manager

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: October 16, 2024

From: Darin Carrington, Treasurer

Date for Council's Consideration: October 21, 2024

ACTION REQUESTED: The Administration is requesting acceptance of a \$1 Million grant from the federal government for the replacement of fire apparatus.

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # _____ No ☒ X

Mayor's Approval



BACKGROUND:

The City of Inkster was recently awarded a grant in the amount of \$1 million from the U.S. Department of Housing and Urban Development. The purpose of this grant is to replace fire apparatus that the City's fire department uses in providing of its services to the City's residents and businesses.

The Fire Department is currently dealing with the aging of some of its equipment. However, due to the City's current financial condition, no new equipment purchases were planned in the current FY 2024-25 budget. This grant will provide an opportunity to replace some of the fire department apparatus at no cost to the City.

The first expenditure of this grant is for a new Rescue Pumper Truck in the amount of \$640,000. Usually there is a significant amount of time involved with ordering and delivery of this type of equipment (usually over a year). Chief Kaye was able to locate a fire engine that is available for purchase and immediate delivery.

Given that this item is not budgeted and that it requires immediate action, the Administration has proceeded with immediate purchase of this equipment as detailed in the attached invoice. This is being done pursuant to the City's Purchasing Policy for Emergency Purchases, Section III (A)(5). This allows for this type of purchase due to extenuating circumstances which in this case is moving immediately due to the equipment being immediately available. This will allow for the City to begin using this equipment right away as opposed to waiting over year to order and receive the new equipment. Given that the purchase will be fully reimbursed by the grant there will be no net effect on the City's General Fund.

After the purchase of the above described Rescue Pumper Truck, there will be \$360,000 remaining available from this grant. The Administration and Chief Kaye will be working to identify the best use of the remaining funds.

SCOPE OF SERVICES:

The grant, once accepted, will be used to fund the purchase of eligible items for replacing of the fire department's fire apparatus. After purchases are made, the City will be filing for reimbursements of these expenses as required by the grant.

JUSTIFICATION:

This grant will give the fire department the opportunity to replace some of its aging equipment. Due to budgetary limitations, the City had not made any appropriations for replacing this equipment in the FY 2024-25 budget. This grant provides an opportunity to acquire much needed equipment at no net cost to the City

PROJECT IMPROVEMENTS:

The City will be able to make needed replacement of fire apparatus and ensure that the fire department is able to continue meeting its objectives for the delivery of emergency services across the City.

COSTS:

Grant awarded in the amount of \$1,000,000 and this is a reimbursement-based grant.

PROJECTED TIMETABLE:

Delivery and possession of new fire engine is expected to occur immediately. Additionally, the remaining \$360,000 of the grant is expected to be spent on eligible items during the remainder of this fiscal year.

RESOLUTION:

Authorization is hereby given to Administration approval to accept grant from the U.S. Department of Housing and Urban Development in the amount of \$1 million for purchase of fire apparatus. Additionally, to facilitate the spending of this grant the FY 2024-25 budget is amended as detailed:

Revenue:	101-000-528.000	Other Federal Grants	\$1,000,000
Expenditure:	101-337-970.000	Capital Outlay	\$1,000,000

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Tuesday, August 27, 2024

Bryon Nolen

City of Inkster
26215 Trowbridge Street
Inkster, MI 48141
Email: bnolen@cityofinkster.com

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-MI-1183
Project: City of Inkster Replacement of Fire Apparatus
Grantee/Recipient: City of Inkster
Amount: \$1,000,000
HUD Grant Officer: Nicole Graham / Nicole.C.Graham@hud.gov
HUD System Officer: Grace E. Cerand / Grace.E.Cerand@hud.gov
HUD Regional Environmental Officer: Melanie H. Castillo / Melanie.H.Castillo@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide:** The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form-424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program's webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers:
<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

R&R Fire Truck Repair
 295 Industrial Park Drive
 Belleville, MI 48111
 shop@rrfiretruck.com
 (248) 344-4443



Invoice: 68583
Date: 7/18/2024

Bill To
 Inkster City Fire Department
 27717 Michigan Avenue
 Inkster, MI 48141
 P: 313-563-9874 F: 313-274-5774

Ship To
 Inkster City Fire
 Department
 26215 Trowbridge
 Street
 Inkster, MI 48141

Remit To
 R&R Fire Truck
 Repair, Inc.
 295 Industrial Park
 Drive
 Belleville, MI 48111

Terms	Due Date	CS	Unit	Purchase Order
Net 30	8/17/2024	1781		

Line	Part #	Description	UOM	Quantity	Rate	Amount
1	Fire Truck	2024 Spartan FC-84 Star Body Rescue Pumper Truck # 223008-01 Shop Order# 95081 VIN: 4S9DDEUA8RB559258	ea	1	\$640,000.00	\$640,000.00
					Subtotal	\$640,000.00
					Total	\$640,000.00
					Balance	\$640,000.00

Any warranties on the parts and accessories sold hereby are made by the manufacturer. You understand and agree that we make no warranties of any kind unless expressed in writing. You hereby authorize us to perform the repair work herein set forth and to purchase the necessary material and parts to perform such repair work. You agree that we are not responsible for loss or damage to your vehicle or articles left in your vehicle in case of fire, theft, or any other cause beyond our control or for any delays caused by unavailability of parts or delays in part shipments by the supplier or transporter. In addition, you agree that we are not responsible for damages to your vehicle from freezing due to lack of antifreeze. You hereby grant our employees permission to operate your vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspection. You acknowledge and agree that an express mechanic's lien on your vehicle is granted to secure payment of this invoice for the repair work detailed in this invoice.