

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
JULY 16, 2018 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara	_____	Trustee Miller	_____
Clerk Wright	_____	Trustee White	_____
Treasurer Budd	_____	Engineer Potter	_____
Trustee Frazier	_____	Attorney McCauley	_____
Trustee Martin	_____	Secretary Montgomery	_____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Presentation by Community Publishing & Marketing to introduce to the Board of Trustees the potential development of a community magazine.
2. Discussion on the appointment of Scott Medlen to the LDFA with a term to expire August 12, 2019.
3. Discussion on the appointment of Charles Larocque to the Board of Zoning Appeals as an alternate with a term to expire December 1, 2019.
4. Discussion on the appointment of Charles Larocque to the Local Development Finance Authority (LDFA) with a term to expire August 12, 2020.
5. Discussion on the selection of Ross and Barr, Inc. to provide a new carport for the Van Buren Township Public Safety Department.
6. Discussion on the Professional Services agreement between the Township and Detroit Wayne Mental Health Authority (DWMHA) for the Summer Youth Employment Program (The REAL).
7. Discussion on the first amendment to the Professional Services Agreement between the Township and Detroit Wayne Mental Health Authority (DWMHA) for the Summer Youth Employment Program (The REAL).
8. Discussion on an amendment to the FY-2018 budget to fund line items: REAL Wages (101-101-706-000) and REAL Expenses reimbursement (101-101-956-002).
9. Discussion on adoption of Resolution 2018-12 affirming approval of the Senior Alliance 2019 Annual Implementation Plan for Aging Services.
10. Discussion on the Conditional Zoning Agreement between the Township and Harold Smith in association with the proposed rezoning of 50015 and 50061 Michigan Avenue.
11. Discussion on the Development Agreement between the Township and the potential developer for the "Pancake Project".

PUBLIC COMMENT:

CLOSED SESSION: Pursuant to MCL 15.268(d) the Township Board will go into closed session to consider the purchase or lease of real property.

ADJOURNMENT:

**NOTICE OF CLOSED SESSION
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES**

TO BE HELD AT

4:00 P.M.

**FOLLOWING THE REGULARLY SCHEDULED
WORK STUDY SESSION**

ON MONDAY, JULY 16, 2018

**TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111**

FOR THE PURPOSE OF DISCUSSING:

- 1. Pursuant to MCL 15.268(d) the Township Board will go into closed session to consider the purchase or lease of real property.**

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.

Charter Township of Van Buren

Agenda Item: _____

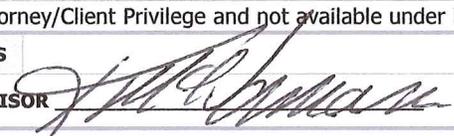
Work Study: July 16, 2018

REQUEST FOR BOARD ACTION

	Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	Presentation by Community Publishing & Marketing to introduce to the Board of Trustees the potential development of a community magazine			
DEPARTMENT	Downtown Development Authority			
PRESENTER	Introduction – Assistant DDA Director Lothringer Presentation – Mark Fisher, Community Publishing & Marketing			
PHONE NUMBER	734.699.8941			
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	DDA Executive Director Ireland			

Agenda topic

ACTION REQUESTED:	
Presentation and discussion	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Please see attached memo from DDA Assistant Executive Director Lothringer and copies of the Woodhaven Today and Taylor Today publications.	

BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Date: July 10, 2018
To: Van Buren Township Board of Trustees
From: DDA Assistant Executive Director Lothringer 
RE: Presentation by Mark Fisher of Community Publishing & Marketing for a potential collaborative marketing opportunity

A presentation by Mark Fisher of Community Publishing & Marketing will take place at the regularly scheduled Board of Trustees work study meeting on Monday, July 16, 2018. The purpose of this presentation is to introduce to the Board of Trustees a collaborative marketing opportunity.

I first met Mark Fisher and his team from Community Publishing and Marketing (CPM) over 2 years ago at a networking event hosted by the SW Regional Chamber. CPM works with communities to create quality magazines that help foster community engagement.

About a year ago the idea of a partnering with CPM to develop a community magazine was discussed at a DDA meeting. The DDA board was very receptive to the idea and permitted me to move forward to the discovery phase. After several meetings with Mr. Fisher to learn more about their process, I feel that the time is appropriate for CPM to give a presentation to the Board of Trustees. CPM has developed publications for our neighboring communities with great success. Currently they provide publications for 12 communities:

Plymouth/Plymouth Township	Taylor
Northville/Northville Township	Woodhaven
Southgate	Wyandotte
West Bloomfield/West Bloomfield Township,	Novi
Grosse Ile	Royal Oak
Lyon Township/South Lyon	Livonia

The inaugural issue of the Canton/Canton Township publication is scheduled for September of this year.

This community magazine concept is not intended to be in competition with any local publications and should the project move forward, CPM has been asked to be respectful of

advertising commitments that local businesses already have in place. The intent and goal is for this magazine to compliment not compete.

Key points to this opportunity:

- Magazine would go out 4 times per year as a direct mail saturation with delivery to *every* home and business within Van Buren Township
- Will provide opportunities to introduce residents to businesses within the Downtown District and the community as a whole
- Will allow the Parks & Recreation Department to publish their program/class schedule 4 times per year instead of the current schedule of twice per year
- The more frequent publishing schedule will enable the Parks & Recreation Department to introduce new classes based on feedback in a shorter time frame
- Will provide the township with the ability to educate and inform the residents through feature articles on an array of topics such as: water quality, economic development, recreation opportunities, senior services, how to read and understand their tax bill
- Will be used as an additional marketing tool for any special events going on within the township such as Public Safety Day, Annual Fireworks, Senior Expo, Touch-a- Truck and the REAL Summer Youth Program
- Distribution partnerships with local hotels and apartment complex leasing offices will enable visitors and new residents to learn about the community

Charter Township of Van Buren

Agenda Item: _____

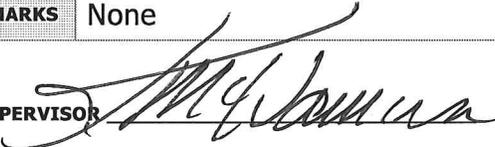
REQUEST FOR BOARD ACTION

WORK STUDY
DATE: 7-16-2018
BOARD MEETING
DATE: 7-17-2018

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Appointment of Scott Medlen to the LDFA.
DEPARTMENT	Supervisor's Office
PRESENTER	Supervisor McNamara
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To consider the appointment of Scott Medlen to the LDFA with a term to expire: 8-12-2019.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Scott Medlen is an employee of Sovereign Partners LLC and Property Manager of Grace Lake. He will replace Danylo Dobriansky as the LDFA district liaison with a term to expire 8-12-2019.	
Attached is Scott Medlen's resume and application.	
BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

Agenda Item: _____

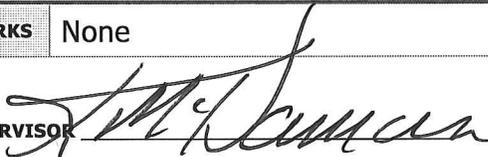
REQUEST FOR BOARD ACTION

WORK STUDY
DATE:7-16-2018
BOARD MEETING
DATE:7-17-2018

Consent Agenda New Business _____ Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Appointment of Charles Larocque to the Board of Zoning Appeals (alternate).
DEPARTMENT	Supervisor's Office
PRESENTER	Supervisor McNamara
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To consider appointing Charles Larocque to the Board of Zoning Appeals as an alternate, for a term to expire: 12-01-19,	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Charles Larocque is a resident that has expressed interest in serving on the Board of Zoning Appeals. This is an ad hoc committee that meets only when necessary. His background in engineering will be a valuable resource to this committee.	
Attached is his resume and application.	
BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY
DATE:7-16-2018
BOARD MEETING
DATE:7-17-2018

Consent Agenda New Business _____ Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Appointment of Charles Larocque the LDFA
DEPARTMENT	Supervisor's Office
PRESENTER	Supervisor McNamara
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To consider appointing Charles Larocque to the LDFA with a term to expire: 8-12-2020	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Charles Larocque is a resident that has expressed interest in serving on the LDFA with a term to expire 8-12-2020.	
Attached is his resume and application.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	

ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	

ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 07/16/18

Board Meeting: 07/17/18

Consent Agenda _____

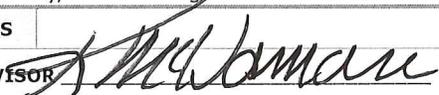
New Business X

Unfinished Business: _____

Public Hearing _____

ITEM (SUBJECT)	To approve the selection of Ross and Barr, Inc. to provide a new carport for Van Buren Township's Public Safety Department.
DEPARTMENT	Building and Grounds
PRESENTER	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Jeff Fondaw – Superintendent, Building and Grounds

Agenda topic

ACTION REQUESTED	
To approve the selection of Ross and Barr, Inc. to provide a new carport for Van Buren Township's Public Safety Department. The Department of Public Services recommends Ross and Barr, Inc. to demolish the old carport, provide and install a new carport for \$28,920.00. This expense will be charged to Building and Grounds Capital Outlay (101-265-970-000.) The Board of Trustees approved a budget amendment to Capital Outlay to include this in the 2018 Budget.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
A windstorm damaged and removed the Water and Sewer Department carport. During the bid process for the insurance replacement of that carport, the contractor brought the conditions of the Public Safety carport to the attention of Building and Grounds. Ross and Barr, Inc. was selected to replace and install the east carport through the insurance replacement process. Bids were solicited for the west carport. Ross and Barr, Inc. was the only respondent and had the lowest bid, most likely due to their low mobilization costs (they can install two carports with one mobilization.)	
BUDGET IMPLICATION	2018 Budgeted cost to Capital Outlay
IMPLEMENTATION NEXT STEP	Demolition and Installation.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



MEMO

TO: Board of Trustees

FROM: Matthew R. Best, M.S.
Director of Public Services

RE: Public Safety Carport Replacement

DATE: July 10, 2018

Van Buren Township requested quotes from contractors to demolish the existing west carport and install a new carport for Public Safety. One complete response was received from Ross and Barr, Inc. After careful review of the quote, Staff recommends Ross and Barr, Inc. as the provider of choice for the replacement of the Public Safety Carport for 28,920.00.

A windstorm damaged and removed the Water and Sewer Department carport. During the bid process for the insurance replacement of that carport, the contractor brought the conditions of the Public Safety carport to the attention of Building and Grounds. The support struts had severe rust and corrosion at ground level. Closer investigation found that some of the footings have rusted out and failed. This meant that the carport was unsafe for use and was immediately closed.

When Ross and Barr, Inc. returned to follow up on the insurance replacement for the east carport, Staff requested options from them for repair and replacement. Three options were investigated...

1. One repair the broken footing and all columns.
2. Remove and replace all footings.
3. Remove and replace carport with new material.

The overall condition and age of the carport partnered with the simultaneous replacement of the east carport makes full replacement the most economical option.

Ross and Barr, Inc. was selected to replace and install the east carport through the insurance replacement process. Bids were solicited for the west carport. Ross and Barr, Inc. was the only respondent and had the lowest bid, most likely due to their low mobilization costs (they can install two carports with one mobilization.) The Department of Public Services recommends the Board approve Ross and Barr, Inc. for the replacement of the west carport for \$28,920.00.

Funding for this project will come from the recent \$200,000 budget amendment for the Capital Outlay line item in the Building and Grounds budget.

Ross & Barr, Inc.
 Classic Carports & Canopies

11800 East 9 Mile Rd.
 Warren, MI 48089

rossbarr1@sbeglobal.net

Estimate

Date	Estimate #
3/1/2018	5685

Name / Address
Van Buren Township 46425 Tyler Road Van Buren Township, MI 48111 734-699-8900 x 9228

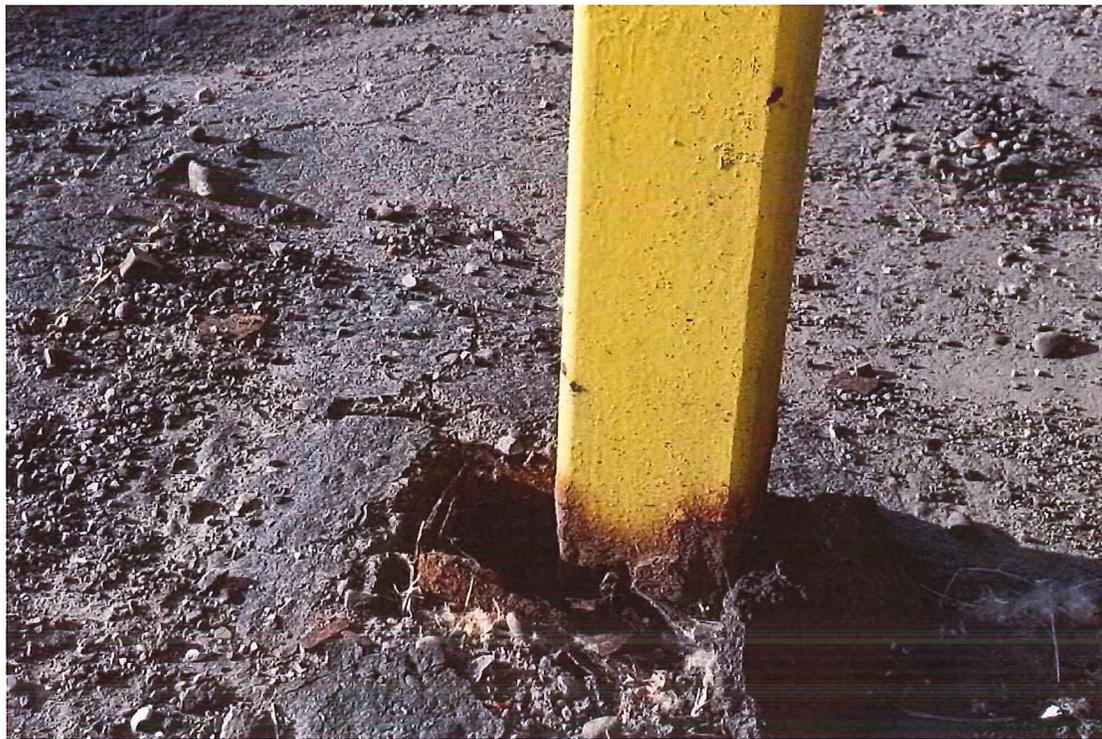
Terms

Description	Qty	Rate	Total
Estimator: Butch Krause Option #1: Remove and replace (1) rear footing, level carport and repair all columns using galvanized parts. Price: \$8,600.00 Option #2: Remove and replace all footings. Price: \$16,400.00 Option #3: Remove and replace total carport using all new material. Price: \$28,920.00 Qualifications: Price is based on standard color selection. Owner to coordinate moving of cars prior to installation. Owner to provide area for footing spoils. Price does not include permits. Owner/contractor to supply permits if required. Owner to stripe parking lot after carports are installed. Price is good for 30 days. Price is based on non-union and non-prevailing wage workforce. Price does not include electrical, gutters, downspouts or end panels unless otherwise stated. Price is based on standard soils under parking lot.			
Phone #	Fax #	Total	
586-754-2840	586-754-9130	\$0.00	

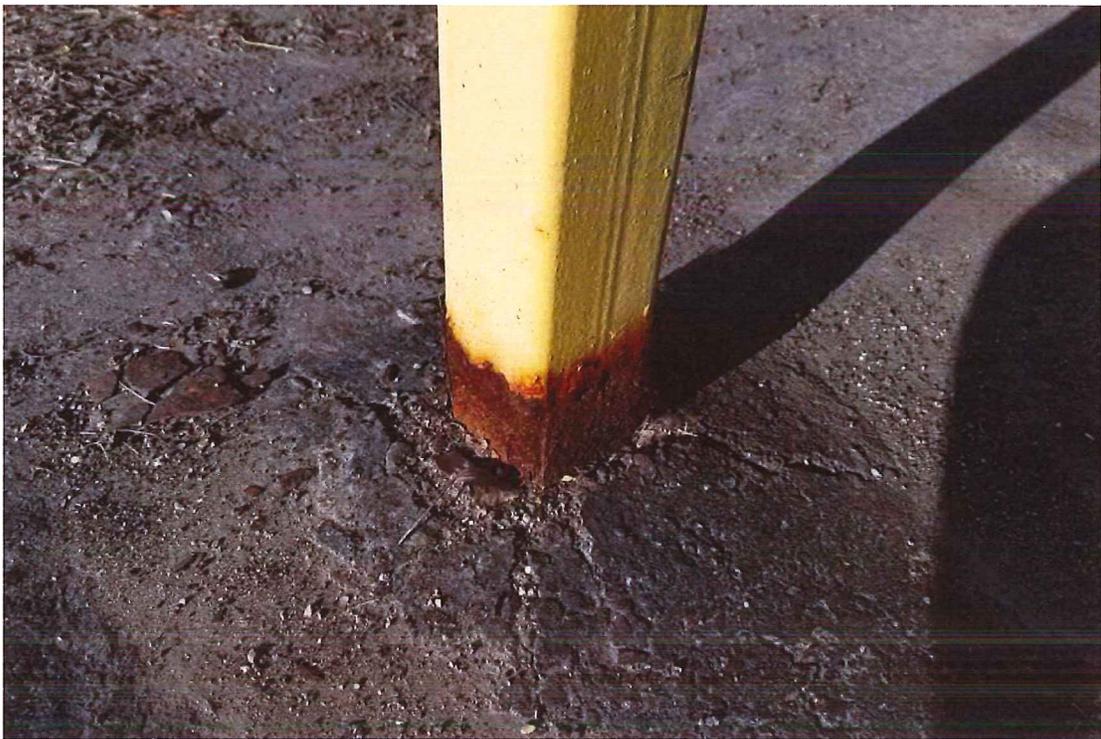
Please sign to approve and schedule:

All material is guaranteed to be as specified above. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
 Note: This proposal may be withdrawn by us if not accepted within 15 days or as noted. Finance charges of 1.5% per month (18% annually) will be added to all accounts not paid within 30 days.

Note: Due to paint fade and color variations, colors may not be an exact match.
 We are not responsible for unforeseen issues that arise during the course of a repair.







Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY
DATE:7-16-2018
BOARD MEETING
DATE:7-17-2018

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Professional Services Agreement between Detroit Wayne Mental Health Authority (DWMHA) and Van Buren Twp.
DEPARTMENT	Supervisor's Department
PRESENTER	H.R. Director Sumpter
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To approve Supervisor McNamara to authorize the Professional Services Agreement with DWMHA.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Attached is the Professional Services Agreement with DWMHA for the Summer Youth Employment Program (The REAL).	
BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

PROFESSIONAL SERVICES AGREEMENT BETWEEN

DETROIT WAYNE MENTAL HEALTH AUTHORITY

AND

CHARTER TOWNSHIP OF VAN BUREN

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into effective May 1, 2018 ("Effective Date"), by and between the Detroit Wayne Mental Health Authority, an independent governmental authority ("Authority"), and the Charter Township of Van Buren ("Contractor"). The Authority and Contractor are each a "Party" and, collectively, the "Parties".

BACKGROUND

The Authority manages provider networks of services to Wayne County residents suffering from mental illness, intellectual/developmental disabilities and/or substance use disorders. The Authority has a duty to provide a comprehensive array of mental health services appropriate to conditions of individuals who are located within its geographic service area, including, prevention and other services approved by the Michigan Department of Health and Human Services ("MDHHS"). Contractor shall develop summer employment opportunities for 17 youth 14-24 years old who suffer from behavioral health issues, or who might be exposed to situations that might lead to the development of behavioral health issues (the "Target Youth"). Employment for Target Youth when they are not in school is a preventive measure consistent with the Authority's clinical services responsibilities, and fulfills its goal of having these individuals form useful connections in the community. The Parties have determined to enter into an agreement where Contractor will arrange gainful, part-time employment and other programs for the Target Youth from the Effective Date through September 30, 2018 (the "Program"). The Authority Board of Directors approved funding for the Program, at its regular meeting on March 21, 2018, pursuant to **Board Action 18-50**.

1. ENGAGEMENT OF CONTRACTOR

1.01 Engagement. The Authority engages Contractor, either directly or through Authority-approved subcontractors, to arrange for the part-time employment of Target Youth individuals and such other services as may become necessary in the determination of Contractor in consultation with Authority administration representatives, and in compliance with the Proposed Program Structure drafted by Contractor and attached hereto as Exhibit A (collectively referred to herein as, "Services"). Contractor shall meet and consult with Authority administration representatives on a regular basis to determine the progress of Contractor's Services. Contractor shall provide evidence of all hours worked by Target Youth during the term of this Agreement, and certain other information regarding the Services as requested by the Authority. All Services shall be subject to review and approval of the Authority for completeness and fulfillment of the requirements of this Agreement.

1.02 Independent Contractor-Limited Agency. Contractor shall select, employ, supervise and discharge, in its sole discretion, staff members as Contractor shall determine, in consultation with the Authority, to be necessary for the provision of Services hereunder. Contractor shall be responsible for all expenses, including salary and benefits, related to the provision and work of such staff. Contractor, and any employee or subcontractor when performing Services under this Agreement, shall serve in the capacity of independent contractor with respect to the Authority. Contractor alone shall pay for or obtain everything it is required to pay for or have for its employees and subcontractors under law or contract. This obligation includes Contractor's payment of compensation, benefits, workers compensation insurance, employer taxes including FICA and self-employment taxes, and unemployment compensation fund payments. Contractor shall also be solely liable to third parties for the acts or omissions of its employees and subcontractors

1.03 Contractor's Representation and Warranties. Contractor warrants and represents that the Contractor (i) is and shall remain fully qualified to perform the Services under this Agreement, and, if a license is required, Contractor shall ensure its employees, and or its subcontractors, as applicable, hold and will continue to hold such appropriate license(s) and will remain in good standing with the appropriate credentialing authorities, (ii) will perform the Services in a competent and professional fashion, consistent with accepted standards of practice, all applicable governmental laws, rules and regulations, and the applicable legal standard of care (iii) is not now and has never been suspended or debarred from any Federal or State program including Medicaid or Medicare, and (iv) is not now and has never been the subject of any civil or criminal proceeding in which any governmental entity alleged fraud or similar wrongdoing by the Contractor. Contractor shall provide completed Debarment and Suspension forms, as well as Ethics in Contracting forms to the Authority.

2. TERM AND TERMINATION

2.01 Term. This Agreement begins on the Effective Date, and shall end no later than September 30, 2018 subject, however, to early termination by either Party as set forth in section 2.02 below.

2.02 Termination. Subject to the provisions of 3.02 below, this Agreement may be terminated as follows:

- (a) The Authority and Contractor agree to terminate the Agreement.
- (b) Either Party may terminate this Agreement without cause upon ninety (90) days advance written notice. If the Agreement is terminated without cause, Contractor will be compensated for those Services that were properly performed prior to termination.
- (c) Either Party may terminate this Agreement for cause upon forty-five (45) days written notice to the other Party, because the other failed or refused to perform any of its duties and responsibilities under this Agreement, unless the failure can be completely corrected and is corrected within forty-five (45) days after such notice is given (if so corrected the notice will then be null and void).
- (d) Immediately upon written notice by one Party to the other in the event of the insolvency of, or an assignment for the benefit of creditors by, the other Party.

- (e) By either Party upon written notice to the other Party if the other Party or its principals are terminated or debarred from the Medicare or Medicaid payment programs, or are charged with any felony.

2.03 Continuing Obligations after Termination. The Parties acknowledge that this Agreement imposes some duties upon them which may continue after termination of the Agreement. The Parties shall each, after termination (regardless of manner), fulfill those continuing duties which apply to them. Further, if either of the Parties breaches this Agreement, the other party's termination of the Agreement for that reason shall not limit its rights to obtain damages or enforcement of those obligations which continue after termination.

2.04 Dispute Resolution. Either Party may, by immediate written request to the other, obtain a meeting of the Parties to discuss their differences. Such meeting shall be scheduled so it takes place prior to the effective date of termination or expiration of this Agreement, unless the termination is immediate by reason of a gross, irremediable breach. Both Parties shall have the opportunity at such meeting to set forth their position on the perceived deficiency or remedy (if any) to the circumstances giving rise to a notice of termination.

3. COMPENSATION

3.01 Payment. Contractor acknowledges that this compensation is intended to pay for part-time employment services provided by Target Youth, and for Contractor's administrative costs, as described more fully in Appendix B; provided, however, that in no event shall Compensation paid by Authority to Contractor exceed **Forty-Eight Thousand and 00/100 Dollars (\$48,000.00)**. Contractor will provide monthly invoices with a full description, by date, of Services provided and hours worked. Additionally, in compliance with Section 1.01 hereof, Contractor shall twice-monthly (and/or upon the Authority's request) provide the Authority with information regarding the individuals employed pursuant to the Program, the positions filled, the amount of hours worked by such individuals, the total salaries paid thereto, and other pertinent information as indicated by the Authority. Contractor's full compensation shall be subject to a final reconciliation effective October 1, 2018. Contractor shall promptly refund to Authority the full amount of any erroneous payment or overpayment to which Contractor is not entitled pursuant to this Agreement.

3.02 Decrease in Funding. Contractor acknowledges that the Authority is an independent governmental entity which receives limited funding from Federal and State sources. If sufficient funds are not allocated to permit the Authority to continue this Agreement in any future period, the Authority will not be obligated to pay any further charges for Services, including the net remainder of any agreed-to payments remaining unpaid beyond the date of termination. The Authority agrees to notify Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the Authority if Authority exercises its right to terminate for non-allocation of funds. This section shall not be construed so as to permit the Authority to terminate this Agreement in order to acquire similar Systems or Services from a third party.

4. INSURANCE AND INDEMNIFICATION

4.01 Insurance. Contractor shall, at its sole cost and expense, maintain the following insurance coverages, as applicable to the scope of services provided directly or indirectly for the Authority, in the minimum amounts indicated for the entire term of this Agreement. All coverages shall be with insurance carriers licensed to do business in Michigan and acceptable to the Authority. At its sole discretion, the Authority, with prior written permission, may allow alternate insurance carriers.

- (a) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an occurrence basis with limits of liability not less than \$3,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage.
- (b) Professional Liability. As necessary, the Contractor shall maintain Professional Liability Insurance, covering themselves and their respective employees, volunteers and contractors with limits of liability not less than \$1,000,000 per claim and \$2,000,000 in aggregate.
- (c) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (d) Property Insurance Coverage. If the Contractor has furnishings or equipment provided to it by either the Authority or the State and/or purchased with Authority or State funds allocated under this Agreement, the Contractor shall procure and maintain Property Insurance coverage with replacement-cost endorsement for furnishings and equipment. The certificates shall maintain limits, at minimum, equal to the value of these properties.

4.02 Indemnification. The Parties shall indemnify, defend and hold harmless the other Party and its agents and employees from and against all claims, losses, damages, liabilities, causes of action and obligations whatsoever, including all costs and reasonable attorney fees incurred, arising out of or in any way connected with the negligent or wrongful acts, errors, omissions, incompetence, malpractice, misfeasance and/or malfeasance of the indemnifying Party in connection with this Agreement. This indemnity shall not be construed as a waiver of any governmental immunity that either party may have as provided by statute or modified by court decisions.

4.03 Use of Authority Property and/or Facilities. Any property of the Authority furnished to Contractor shall be used only for the performance of Services under this Agreement, and during said performance shall be deemed under the control of Contractor. Contractor shall be responsible for any loss or damage to property of the Authority which results from willful misconduct or negligence on the part of Contractor, officers, agents, employees, and subcontractors, or which results from the failure on the part of Contractor to maintain, use and administer that property according to sound management practices to ensure that the property will be returned to the Authority in like condition to that in which it was furnished to Contractor. Upon the happening of loss, or destruction of, or damage to, any Authority property, Contractor shall notify the Authority thereof and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to the Authority all property belonging to the Authority upon completion, termination, or cancellation of this Agreement. While on the Authority's premises, Contractor

and its officers, agents, employees, and subcontractors shall conform in all respects with physical, fire, or other security regulations communicated to Contractor.

5. ACCESS TO BOOKS AND RECORDS

5.01 Government Access to Records. Until the expiration of ten (10) years after the furnishing of Services under this Agreement, Contractor shall make available upon request by the Authority, State of Michigan, MDHHS or Auditor General, Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their duly authorized representatives, this Agreement and all other books, documents and records that are necessary to certify the nature and extent of costs incurred by Contractor in furnishing Services under this Agreement. If Contractor carries out any of its duties through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause permitting access to the Contracted Provider's contract, books, documents and records to the Parties listed above until the expiration of ten (10) years after the furnishing of services pursuant to the subcontract. The Contractor must include a similar covenant allowing for audit by the Authority, in any contract it has with a subcontractor whose services will be charged directly or indirectly to the Authority. The Authority may delay payment to the Contractor pending the results of any such audit without penalty or interest.

5.02 Authority Access to Records. The Authority has the right to examine and audit all books, records, documents as the Authority deems necessary of Contractor, or any subcontractors or agents rendering Services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the Services or the cost or pricing submitted by Contractor. Contractor shall include a similar covenant allowing for Authority audit subcontractor documentation in any contract it has with a subcontractor who will be providing Services directly or indirectly to the Authority. The Authority may delay payment to Contractor pending the results of any such audit, without penalty or interest. Each Party hereby agrees that it will allow, until the expiration of seven (7) years after the furnishing of Services under this Agreement, the Secretary of Health and Human Services, the Comptroller General of the United States of America, or their designated representatives, to inspect this Agreement and all the documents or records related hereto necessary to understand or certify any of the costs for any Services rendered under this Agreement.

5.03 Audits. If, as a result of any audit conducted by or for the Authority, or any State of Michigan or Federal agency, relating to Contractor's performance under this Agreement, a discrepancy should arise as to the amount of compensation due Contractor, the Authority may retain the amount of compensation in question from any funds allocated to Contractor but not yet disbursed under the Agreement. After conclusion of the audit investigations, should a deficiency still exist, the Authority may offset such a deficiency against the compensation to be paid prospectively. In the event there is no additional compensation to be paid to Contractor, Contractor shall reimburse the Authority the total amount of the overpayment within ninety (90) days of receiving written notice of a demand for payment.

6. CONFIDENTIAL INFORMATION

During the term of this Agreement, Contractor shall maintain the confidentiality of all documents and information regarding the Authority's past, present and future activities; such information shall only be used as appropriate in the course of Contractor providing Services to the Authority and disclosed only on a "need to know" basis. Contractor shall fully protect the confidentiality of any documents or information containing medical or other personal information concerning a patient, consumer or employee and, in that regard, the Contractor agrees to follow all applicable confidentiality laws including HIPAA, the HITECH revisions, Michigan Mental Health Code, and any federal regulations covering the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2.

Upon termination of the Agreement, Contractor shall ensure that all documents, information or property of the Authority are returned to or left with the Authority, and Contractor shall not remove or retain any such documents, information or property. Following termination of the Agreement, Contractor shall not disclose (except under process of law) any documents or information relating to the Authority or its business activities. If a disclosure is requested under process of law, Contractor will provide advance written notice of the request and prospective disclosure to the Authority's Office of General Counsel. Notice shall be given at least ten (10) business days prior to the anticipated disclosure.

7. MISCELLANEOUS

7.01 Notices. All payments, notices, and formal communications required or permitted to be given under any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed as follows:

If to Contractor: _____

If to Authority: Detroit Wayne Mental Health Authority
707 W. Milwaukee, 5th Floor
Detroit, Michigan 48202
Attn: Chief Operating Officer

With a copy to:

Detroit Wayne Mental Health Authority
707 W. Milwaukee, 5th Floor
Detroit, Michigan 48202
Attn: General Counsel

Any such notice shall be deemed to be given on the date delivered or deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided above. Either party may change its address for purposes of this Agreement by giving the other party notice of such change in the manner provided above.

7.02 Assignment and Subcontracting. Contractor may not assign or subcontract any rights or obligations under this Agreement without the Authority's prior written approval, the grant or denial of which approval is at the sole discretion of the Authority.

7.03 Governing Law and Construction. This Agreement shall be governed by Michigan law. This Agreement shall be construed in accordance with the laws and decisions of the State of Michigan without regard to its rules regarding choice of law. The headings of the sections and paragraphs have been inserted as a matter of convenience and reference only and shall not be used in the construction or interpretation of this Agreement.

7.04 Entire Agreement, Amendments and Waivers. This Agreement embodies the entire agreement between the Parties. This Agreement cannot be changed, modified, or terminated orally but only by an agreement in writing signed by a duly-authorized representatives of Contractor and Authority on or after the date hereof. Any waiver of any of the covenants, conditions, or provisions of this Agreement must be in writing and signed by a duly-authorized representative of the party against whom enforcement of such waiver is sought. One or more waivers of any covenant, condition, or provisions of this Agreement shall not be construed as a waiver of a subsequent breach or of any other covenant, condition, or provision.

7.05 Third Party Rights. This Agreement is for the benefit of Authority and Contractor and their successors in interest by virtue of an assignment which is not prohibited hereunder and is not entered into for the benefit of any other person or entity whatsoever, including without limitation, employees or clients of the Parties. Without limiting the generality of the foregoing, this Agreement shall not be construed as establishing an obligation, duty, or standard of care or obligations, duties, or practices that may exist separate and apart from this Agreement with respect to any person not a party to this Agreement.

7.06 Invalidity or Unenforceability. If any term, covenant, condition, or provision hereof is illegal, or the application thereof to any person or in any circumstance shall, to any extent, be invalid or unenforceable, as finally adjudicated by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or in circumstances other than those with respect to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.07 Waiver of Trial by Jury. The right to trial by jury is protected by the Constitution, but that right can be waived. The Parties hereby knowingly and voluntarily waive any right to trial by jury in the event of any legal action or proceeding arising from this Agreement or Contractor's services hereunder.

8. SIGNATURE

This Agreement may be executed in counterparts and/or by facsimile or e-mail scan and, if so executed shall be fully valid and binding.

WHEREFORE, the undersigned have executed this contract, intending to be bound thereby.

Charter Township of Van Buren

By: _____ Dated: _____

Name: _____

Title: _____

Detroit Wayne Mental Health Authority

BY: _____ Dated: _____

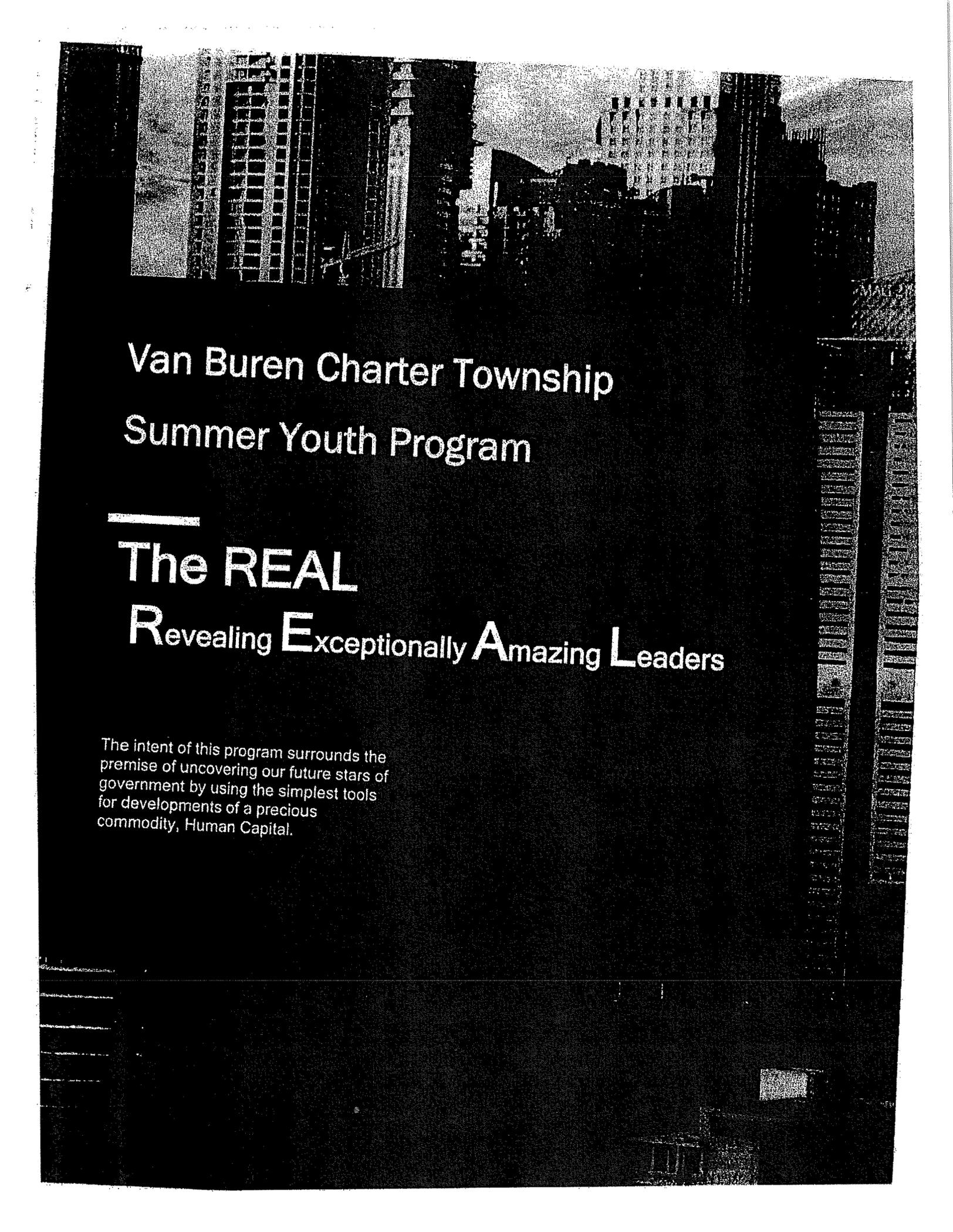
Dana Lasenby
Chief Clinical Officer

Reviewed by the Office of General Counsel

BY: _____ Dated: _____

Ursula Henry
Assistant General Counsel

APPENDIX A



Van Buren Charter Township
Summer Youth Program

The REAL

Revealing Exceptionally Amazing Leaders

The intent of this program surrounds the premise of uncovering our future stars of government by using the simplest tools for developments of a precious commodity, Human Capital.

Revealing Exceptionally Amazing Leaders

VanBuren Charter Township Summer Youth Initiative



2018 Program Plan

The Detroit Mental Health Authority provided a grant that hired thirty-five (35) students for the Van Buren Charter Township summer youth job program, The REAL. The personalized six week experience allowed the students to work in a controlled environment with time for some fun educational deviations. As we go from a highly successful pilot program to what seemingly is turning into an integral part of a strategy to improve community conditions, some changes to the original action plan and budget have to be adjusted.

Using last year's performance data proves the need for imperative measures such as reducing the number of students to seventeen (17) as well as hiring three (3) community field managers; both of which ensures the work schedule is being properly managed. Immediate feedback can be provided from smaller units to identify common measures in real time, such as citizen satisfaction, workload and worker safety. Several different occupations are being offered such as Youth Community Managers, Team Leaders, and Camp Counselors in Training, Junior Organizational Assistants and Community Ambassadors. Teams will be formulated to include a youth community manager, a team leader which will be a student from last year and three community ambassadors.

Program Plan

Recruiting- Heavy marketing will be used to target a large number of candidates and recipients in need of community services within the area. Future candidates interested in working for the program will be asked to go to the REAL Job Search with the title "Show us who you are". They will be prompted to tell us why community work is so important to them in an uploaded recorded cover letter to YouTube. The chosen candidates will then be asked to complete a phone interview and the finalist will come in for a face to face.

Scheduling- Work-life integration will provide the employees with a three day work week giving long weekends and a vacation during the Fourth of July week. Morning Coffee breaks will be used as a method that allows the Manager, Team leader and crew to go over assignments for the day. Anticipated Lunch and Learns will be provided by larger corporations in the Van Buren area every other week in a conference style to show the students different career options. Specific marketing has to be done to elicit buy in to participate in our program. Targeting these organizations will not only enhance education but also will show how community work is important even in Corporate America.

Revealing Exceptionally Amazing Leaders
VanBuren Charter Township Summer Youth Initiative

Marketing Materials

REAL

VAN BUREN CHARTER TOWNSHIP
Summer Youth Job Initiative
Revealing Exceptionally Amazing Leaders

AS FACILITATORS OF THE VAN BUREN CHARTER TOWNSHIP SUMMER YOUTH JOB PROGRAM, VAN BUREN CHARTER TOWNSHIP AGREES TO:

- Perform a Pre-assignment inspection of any and all work-sites
- Provide appropriate Adult supervision over 18 years of age
- Provide coaching and problem resolution to participant
- Ensure timely payroll
- Not have the participant work overtime for any reason
- Provide a minimum 30-minute break after 5 hour of work
- Review all written job descriptions
- Provide sufficient tools and equipment to safely complete tasks of no expense to participant



BY VOLUNTARILY PARTICIPATING IN THE VAN BUREN CHARTER TOWNSHIP SUMMER YOUTH JOB PROGRAM, PARTICIPANTS ARE REQUIRED TO:

- Display acceptable work habits
- Have reliable transportation
- Provide proper employment documentation from school
- Have the ability to acquire and apply basic work skills
- Follow all rules set forth by Van Buren Charter Township Management
- Demonstrate regular and consistent attendance throughout the entire six-weeks



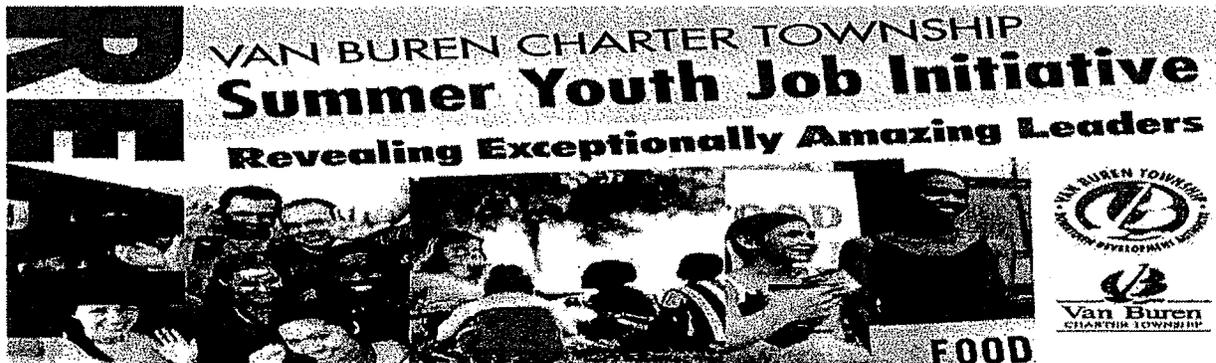
Van Buren Charter Township will provide all necessary and reasonable safety and work training for program participants. We will review and evaluate the participants work habits and task accomplishments closely to give them the maximum work experience possible. This will include morning coffee breaks for discussion for prior day's accomplishments and schedule for the current day's work activity. "Lunch and Learn" sessions will be conducted every other week by local corporations as training in areas of leadership and community outreach, as well as introductions to careers in Corporate America.

Habits such as coming to work early is good training for real work employment, as being on time can be viewed as being late. We will account for all time and attendance. We encourage all participants to incorporate timeliness in their toolbox of success.

In both private, as well as public sector, you experience an environment that consists of employees in Management and employees that are part of a union. This program will give participants a glimpse into how that dynamic works in a positive manner.

Van Buren Charter Township will comply with all applicable laws regarding displacement of currently employed workers, and refrain from involving participants in any lobbying, political, religious or union activities.

VAN BUREN CHARTER TOWNSHIP IS AN EQUAL OPPORTUNITY EMPLOYER



The Van Buren Charter Township Summer Youth Job Program will provide job opportunities to eligible youth ages 14-18 earning **\$9.50** hourly.

The six-week program is designed to provide youth participants with the opportunity to develop marketable skills in a REAL work environment. Van Buren Charter Township has several work placements available.

Camp Counselors in Training (CIT's)

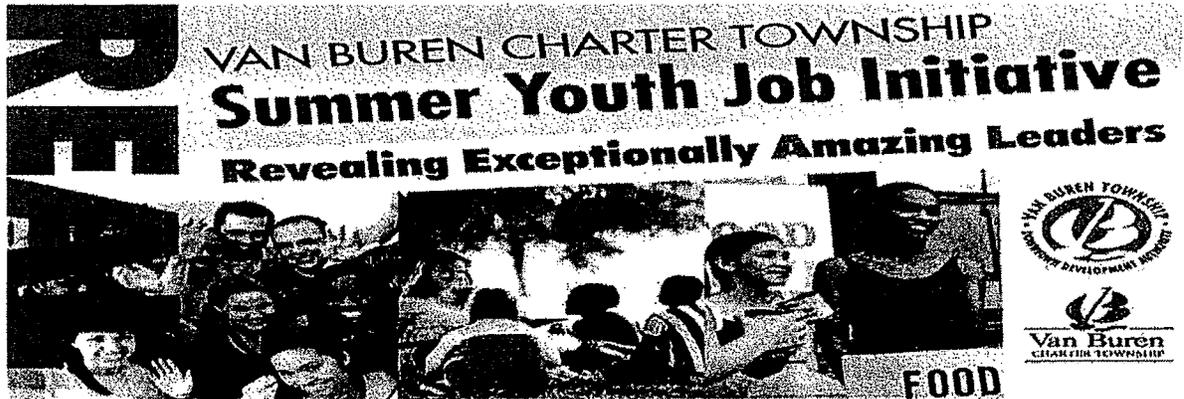
- Assist in supervision of children during hours of camp.
- Assist in the creation and implementation of arts/crafts and games.
- Attend staff meetings as needed
- Assist with any problems or situations of camp as needed
- Perform other related duties as assigned by the Director or his/her designee.
- Demonstrate regular and predictable attendance throughout the six weeks.

Community Ambassadors

- Assistance in performing yard work, blight removal, light maintenance, trash to curb clean up throughout Van Buren's Residential areas including subdivisions and Manufactured Home communities.
- Cemetery maintenance and massive clean-up. Beautification project including photo documentation of all tombstones and markers for historical purposes.
- Perform other related duties as assigned by the Director or his/her designee
- Demonstrate regular and predictable attendance throughout the six weeks.

Junior Organizational Assistants

- Assist in archiving museum collections. Digitizing and entering into the Past Perfect Museum collections system. Helping with meeting set-up for Tri-Community meeting and Third Thursday Lectures.
- Learn about genealogical, property, and community research services along with Ancestry.com.
- Perform other related duties as assigned by the Director or his/her designee and Township personnel
- Demonstrate regular and predictable attendance throughout the six weeks.



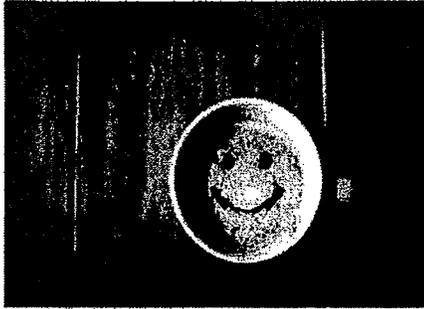
Youth Community Manager \$15.00 hourly

- The youth community manager works under the supervision of the Township Directors. Must be at least 21 years of age with a valid drivers license and clean driving record. The manager oversees the REAL program and activities with community outreach. Students will assist with yard-work for citizens within the area. This work helps the students flourish by providing much needed assistance to those that are in serious need. The manager will also be responsible for transporting the students to each site as needed.
- Manager will be responsible for scheduling each weeks appointments with citizens and providing feedback to Township Director.
- Must be skilled in managing teams, working with students ages 14-18 years old, proficient with office equipment, be able to attend a CPR class and most importantly have strong leadership skills.
- Attendance throughout the entire six week program is a must. June 26 - August 9

Team Leaders \$10.50

Team leaders are a group of students from the 2017 program that are appointed to a Youth Community Manager by the Township Directors.

Revealing Exceptionally Amazing Leaders
VanBuren Charter Township Summer Youth Initiative

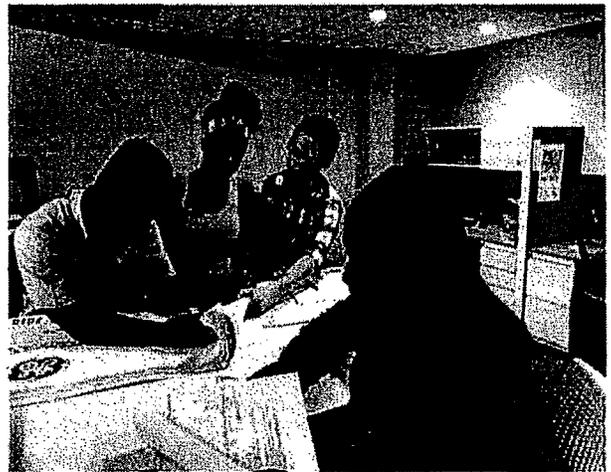


Morning Coffee Breaks

Each morning the students and youth manager will go over the prior day's work accomplishments. This time will be used to give constructive feedback and review the current day's assignments.

Lunch and Learn Sessions

Students will experience what it is like to go to workshop conferences to enhance their knowledge of the job. These sessions are 60-minute luncheons given once every other week, where they will visit different organizations. The process will allow students to learn about the larger corporations in Van Buren and how community outreach is important no matter what occupation is chosen.



Revealing Exceptionally Amazing Leaders
VanBuren Charter Township Summer Youth Initiative

We Are for

REAL.....



APPENDIX B

**DETROIT WAYNE MENTAL HEALTH AUTHORITY
BUDGET ALLOCATION PAGE**

BOARD ACTION NUMBER / Contract Terms	CONTRACTOR / Account Number	PROGRAM	PROPOSED BUDGET
10/01/2017 to 09/30/2018	Charter Township of Van Buren 64931.827206.06300	Summer Youth Employment Program	\$48,000.00
BA #: 18-50		TOTAL	\$48,000.00

APPENDIX C

**DEBARMENT/SUSPENSION AGREEMENT AND CERTIFICATION
& LIST OF SUBCONTRACTORS**

Name of Provider Van Buren Charter Township
Program Title The R.E.A.L. (Revealing Exceptionally Amazing
Logicians)
Term 5/1/18 - 9/30/18

As a condition for participation as a service provider or grantee of Detroit Wayne Mental Health Authority ("Authority"), the provider or grantee that provides Medicaid services and/or received federal grant money (hereafter known as "Provider") agrees to all terms and conditions of this Debarment/Suspension Agreement and Certification ("Certification").

Provider, by executing this Certification, agrees to all of the following terms and conditions as well as all provisions of the certification:

1. Provider affirmatively warrants and represents that neither Provider, nor any of its principals, are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any Federal program, including, but not limited to, Title XVIII (Medicare) or any program under Title XIX (Medicaid) under any of the provisions of Section 1128(A) or (B) of the Social Security Act (42 U.S.C. 1320a-7), or Executive Order 12549. Provider must notify Authority or its agent immediately upon receipt of notice that any action is being taken against Provider or any person defined under the provisions of Section 1128(A) or (B), which could result in exclusion from the Medicaid program.
2. Provider further affirmatively warrants and represents that neither Provider, nor any of its principals, are presently indicted or otherwise civilly or criminally charged for, or have within a three (3) year period preceding the effective date of the services contract (the "Main 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, performing in a public transaction or contract; violation of state and/or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Provider further affirmatively warrants and represents that neither Provider, nor any of its principals, have within a three (3) year period preceding the effective date of the Main Agreement, had one or more public transactions terminated for cause or as a result of default.
4. Provider agrees to comply with 45 C.F.R. Part 76, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." This regulation requires the Provider, in part, to: (a) execute the attached "Certification Regarding Debarment, Suspension, Ineligibility

and Voluntary Exclusion-Lower Tier Covered Transactions" upon execution of this Certification; (b) provide written notice to Authority or its agent if at any time the Provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances; and (c) require compliance with 45 C.F.R. Part 76 by participants in lower tier covered transactions. The Provider further agrees by submitting this Certification that it will include the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts", without modification, in all lower tier covered transactions ("Subcontracts") and in solicitations for all Subcontracts.

5. The certification herein below is a material representation of fact upon which reliance was placed when the contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Authority, the state or the federal government, the Authority may pursue available remedies, including suspension and/or debarment, or termination of the Main Agreement for cause or due to default.
6. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any Subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. Provider may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the subcontractor's certification is erroneous. Provider must, at a minimum, obtain certifications from its subcontractors upon each Subcontract's initiation, and upon each renewal.
8. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this Certification. The knowledge and information of Provider is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for contracts authorized under Section 4 above, if a Provider knowingly enters into a Subcontract with a subcontractor who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction described under the Main Agreement, in addition to other remedies available to the it, the Authority may pursue available remedies, including suspension and/or debarment, and termination of the Main Agreement for cause or due to default.
10. Audit Requirements.
 - A. Single Audit Not Required. If Provider expends some **federal grant** funding through the Authority, but their total federal grant expenditures from all

sources is less than \$750,000, Provider should send written notice to the Authority (address below) that its total grant expenditure is less than \$750,000 from all sources (both through the Authority and other sources), and it is not subject to the single-audit requirements.

B. **Single Audit Required.** In accordance with the Single Audit Act of 1996 and Office and Management and Budget (OMB) "Supercircular", all entities that expend \$750,000 or more in federal grant funding during the fiscal year are required to have a single audit or a program-specific audit conducted in accordance with 2 CFR 200.501(c). If Provider is required to have a single audit per the OMB Supercircular, the entity must submit a Reporting Package to the following address:

C. A copy of any report or letter should be sent to:

Chief Financial Officer
Detroit Wayne Mental Health Authority
707 W. Milwaukee, 5th Floor
Detroit, Michigan 48202

The Reporting Package must include the following:

- Financial Statements and a Schedule of Expenditures of Federal Awards,
- Summary Schedule of audit findings,
- Auditor's Report, and
- Corrective Action Plans for any audit findings.

11. The words "covered contract", "debarred", "suspended", "ineligible", "lower tier covered transaction", "grantee", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549:45.

Certification Statement Regarding Suspension and Debarment:

I certify that neither the Provider organization named above, nor any of its principals, have been suspended or debarred from any federal procurement and/or non-procurement programs.

Signature: Michael P. W. Simepler Date 4/27/18
Title: Human Resource Director

**DETROIT WAYNE MENTAL HEALTH AUTHORITY
FIRST TIER SUBCONTRACTOR DESIGNATION FORM**
To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supply/service)

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: _____ (number on bid announcement-If Applicable)

2. CHECK ONE:

This is a: SUPPLIES/SERVICES contract (over \$50,000? YES NO)

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

YES NO

(This page must be completed even if no subcontractors will be used)

Prime Company Name: <u>Charter Township of Van Buren</u>		Fed Tax ID: <u>38-6007135</u>	
Address: <u>116425 Tyler Road.</u>			
City: <u>Van Buren Township</u>	County: <u>Wayne</u>	State: <u>MI</u>	Zip: <u>48111</u>
Phone: <u>(734) 699-8900</u>		Fax: <u>(734) 699-8958</u>	
Authorized Contact Person: <u>Middle D.W. Sumpter</u>		Email: <u>msumpteer@vanburen-mi.org</u>	

I Declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name Middle D.W. Sumpter Title Human Resource Director
Signature Middle D.W. Sumpter Date 4/27/18

If you answered "YES" to subcontractors, complete the next page.



List of Subcontractors

[If Applicable]

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name N/A

Contract # _____

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone: ()	Fax: ()	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			



APPENDIX D

ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH AUTHORITY
CONTRACT MANAGERS BY OWNERS AND OFFICERS OF
BUSINESS SUBMITTING QUOTE)

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the Detroit Wayne Mental Health Authority (Authority) awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Director at (313) 421-8848
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the Authority's Purchasing Director.
- If you fail to fully disclose the required information below, the Authority may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a Authority employee? YES NO

If Yes: Name: _____ Relationship: _____
Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a Authority employee within the previous twelve (12) months? YES NO

If Yes: Name: _____
Department: _____ Title: _____

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? YES NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures? YES NO

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

ETHICS
CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form

Name (Please Print): MICHAEL D. W. SUMPTER
Signature: MICHAEL D. W. SUMPTER Date: 4/27/10
Company Name: VAN BUREN CHARITABLE TOWNSHIP
Company Tax ID #: 38-6007135

ETHICS
DEFINITIONS

Contract Manager

An elected or appointed Authority official identified as having significant discretion over Authority contracts.

Immediate Family

A spouse, a former spouse, children, parents, brothers, sisters, grandparents, brother-in-law, and sister-in-law.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this form; do not leave this line blank.
Van Buren Charter Township

2 Business name (if disregarded entity name, if different from above)

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
 Other (see instructions) ▶
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
46425 Tyler Road

6 City, state, and ZIP code:
Van Buren Township, MI 48111

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

 or
Employer identification number

38	-	00	07	1	35
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Nicolas D. W. Taylor* Date ▶ *4/24/18*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding. If you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Entity Dashboard

[Entity Overview](#)

Entity Registration

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Exclusions

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[RETURN TO SEARCH](#)

Username

Password

Log In

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

CHARTER TOWNSHIP OF VAN BUREN

DUNS: 057874174 CAGE Code: 4DTA3

Status: Active

36425 TYLER ROAD

BELLEVILLE, MI, 48111-5217,

UNITED STATES

Expiration Date: 10/05/2018

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: CHARTER TOWNSHIP OF VAN BUREN
Business Type: US Local Government
Last Updated By: Sean Bellingham
Registration Status: Active
Activation Date: 10/05/2017
Expiration Date: 10/05/2018

Exclusion Summary

Active Exclusion Records? No



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WWW1

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 An official website of the United States government. [Here's how you know >](#)

Exclusions Search Results: Entities

No Results were found for

charter township of van buren

 **If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation**

[Search Again](#)

Search conducted 3/7/2018 11:26:49 AM EST on OIG LEIE Exclusions database.
Source data updated on 3/6/2018 7:54:00 AM EST.

BUSINESS INFORMATION QUESTIONNAIRE

NAME OF COMPANY Van Buren Charter Township
PRINCIPAL OFFICE ADDRESS 46425 Tyler Rd. Van Buren Twp, MI 48111
TELEPHONE NUMBER 734-699-8900

FORM OF OWNERSHIP (Check One) N/A Local municipality

() Corporation State of Incorporation/Registration _____
Date of Incorporation/Registration _____

() LLC

() Joint Venture

() Partnership: If Partnership, select one of the following: () Limited or () General

() Individual

COMPANY HAS BEEN IN BUSINESS SINCE: 1800's

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
<u>N/A</u>	

LIST OF CORPORATE DIRECTORS

Name	Other Than Proposer Directorship
<u>N/A</u>	

HAVE YOU HAD ANY CONTRACTS TERMINATED FOR DEFAULT OR OTHER PERFORMANCE REASONS? ___ Yes No If yes, explain: _____

BUSINESS INFORMATION QUESTIONNAIRE CONTINUED

ADDITIONAL INFORMATION REQUIRED BY THE AUTHORITY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Address
N/A	

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with Detroit Wayne Mental Health Authority, or with any of its Board Members or Officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

Van Buren Charter Township
(Name of Company)
By Michael D W. Semple Date 4/27/18
(Signature) _____
Human Resource Director
(Title)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1440 on any foreign partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1440 require a partnership to presume that a partner is a foreign person, and pay the section 1440 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1440 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-9 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-9 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 20% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicants: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(o)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments: You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁶
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁷
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see *Special rules for partnerships* on page 2.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4635, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4464. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 684 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and Its Instructions.

¹ However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" for any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 684 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(p) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-026-3876).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**DETROIT WAYNE MENTAL HEALTH AUTHORITY
BOARD ACTION**

Board Action Number: 18-50 Revised Requisition Number: _____

Presented to Full Board at its Meeting on: March 21, 2018

Name of Provider: Multiple Providers: Alkebulan Village, The City of Belleville, Charter Township of Canton, City of Dearborn Police Department, Charter Township of Van Buren, Detroit City Connect, Downriver Community Conference, The City of Hamtramck, The City of Highland Park, The City of Inkster, Charter Township of Redford, Warren-Conner Development/Eastside Community Network, and The City of Westland, Wayne State University-Bio Career Advancement

Address where services are provided: At various providers within Wayne County (please view list attached)

Presented to Program Compliance Committee Finance Committee at its meeting on: March 14, 2018

Presented to SUD Oversight Policy Board on: _____ (if applicable)

Proposed Contract Term: May 1, 2018- September 30, 2018 Amount of Contract: \$2,090,000

Previous Fiscal Year: \$1,796,552

New Program Continuation of Existing Program/Contract Modification of Existing Program

Projected Number Served: FY17/18 1110 Persons Served (previous fiscal year): 1100

Date Contract First Initiated: April, 2016

Provider Impaneled: Yes No All are governmental entities except AK.Village who will complete impaneling prior to start of program

Program Description Summary: Provide brief description of services provided and target population. If propose contract is a modification, state reason and impact of change (positive and/or negative).

Detroit Wayne Mental Health Authority's (DWMHA's) Summer Youth Program. The program provides subsidized part-time employment for individuals between the ages of 14-24 living in Wayne County. In addition to work experience, this funding will ensure that the employed youth receive educational information on prevention, treatment and access to care. These programs are expected to be both beneficial and preventative for youth otherwise unoccupied during the summer months, who may be at a greater risk for developing behavioral health issues. The DWMHA Summer Youth Program is a continuation from the last three fiscal years with organizations intending to foster growth and enhance communities. These organizations thrive on community outreach to adolescents focusing heavily on youth recruitment plans and educational and mentoring goals to be accomplished over the summer months.

The engagement promotes workforce development and continued positive growth in Detroit and Wayne County. Research has shown that healthy youth foster into healthy adults when given appropriate coping mechanisms and protective factors.

Outstanding Quality Issues: Yes No if yes, please describe _____

See Board Portal for additional information if checked (staff to check all that apply)

Scope of Service and/or Statement of Work Program Information Outcome Data/

Quality Concerns Procurement Information

Source of Funds: General Fund
Please specify e.g. (Medicaid, General Fund, Block Grant)

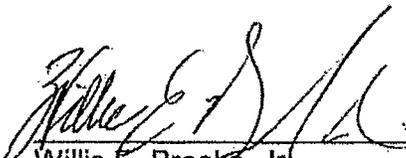
Fee for Service Yes No

Revenue	FY 17/18	Annualized
	\$	\$
	\$	\$
Total Revenue	\$2,090,000	\$2,090,000

Recommendations for contract: Continue Modify Discontinue

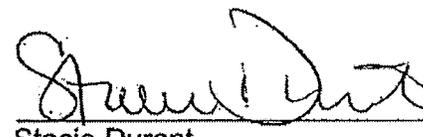
Type of contract: Business Clinical

Approved for Submittal to Board



Willie E. Brooks, Jr.
President/CEO

Date 3/9/18



Stacie Durant
Chief Financial Officer

Date 3/8/18

ACCOUNT NUMBER: 64931.827206.06300

Budget
 Not in Budget

BOARD ACTION TAKEN

The following Action was taken by the Full Board on the 21st day of March, 2018

- Approved
- Rejected
- Modified as follows: _____

Executive Director - Initial here: _____

Tabled as follows: _____

Signature *William M. Blackshire*
Board Liaison

Date 3/21/2018

**CLINICAL PRACTICE IMPROVEMENT
SUMMER YOUTH EMPLOYMENT PROGRAM REPORT
FY 2018**

SUMMER YOUTH EMPLOYMENT CONTRACTORS – FY 17	CONTRACTORS BUDGET, REMAINING BALANCE AND OUTCOMES
1. Alkebu-lan Village 7701 Harper Avenue Detroit, MI 48213	<ul style="list-style-type: none"> • Budget amount - \$35,000 • 15 participants
2. Charter Township of Canton 1150 S. Canton Road Canton, MI 48188	<ul style="list-style-type: none"> • Budget amount - \$77,000 • 24 participants
3. Charter Township of Redford 15145 Beech Daly Redford, MI 48239	<ul style="list-style-type: none"> • Budget amount - \$50,000 • 17 participants
4. Charter Township of Van Buren 46425 Tyler Rd Van Buren Township, MI 48111	<ul style="list-style-type: none"> • Budget amount - \$48,000 • 17 participants
5. City Connect Detroit - (Grow Young Detroit Talent) 613 Abbott Detroit, MI 48226	<ul style="list-style-type: none"> • Budget amount - \$800,000 • 619 participants
6. Wayne State University – Bio-Career Advancement Program 4201 St. Antoine, Suite 91 UHC Box 325 Detroit, MI 48201	<ul style="list-style-type: none"> • Budget amount - \$150,000 • 60 participants
7. City of Belleville 6 Main Street Belleville, MI 48111	<ul style="list-style-type: none"> • Budget amount - \$45,000 • 11 participants
8. Dearborn Police Department 16099 Michigan Ave Dearborn, MI 48126	<ul style="list-style-type: none"> • Budget amount - \$59,000
9. City of Hamtramck 3401 Evaline St. Hamtramck, MI 48212	<ul style="list-style-type: none"> • Budget amount - \$50,000 • 11 participants
10. City of Highland Park 12050 Woodward Highland Park, MI 48203	<ul style="list-style-type: none"> • Budget amount - \$57,000 • 22 participants
11. City of Inkster 26215 Trowbridge Inkster, MI 48141	<ul style="list-style-type: none"> • Budget amount - \$60,000 • 25 participants
12. City of Westland 36300 Warren Road Westland, MI 48185	<ul style="list-style-type: none"> • Budget amount - \$42,000 • 20 participants
13. Downriver Community Conference 15100 Northline Rd., Ste. 101 Southgate, MI 48195	<ul style="list-style-type: none"> • Budget amount - \$500,000 • 200 participants
14. Eastside Community Network 4401 Conner St. Detroit, MI 48215	<ul style="list-style-type: none"> • Budget amount - \$75,000 • 44 participants
Summer Youth Employment Conference and supplies to be procured at a later date.	<ul style="list-style-type: none"> • \$42,000
	Not to exceed 2,090,000.00

**DETROIT WAYNE MENTAL HEALTH AUTHORITY
BUDGET ALLOCATION PAGE**

BOARD ACTION NUMBER / Contract Terms	CONTRACTOR / Account Number	PROGRAM	PROPOSED BUDGET
10/01/2017 to 09/30/2018	Charter Township of Van Buren 64931.827206.06300	Summer Youth Employment Program	\$83,000.00
BA #: 18-50		TOTAL	\$83,000.00

PROGRAM BUDGET SUMMARY

View at 100% or Larger

Use **WHOLE DOLLARS** Only

ATTACHMENT B.1

PROGRAM Summer Youth Employment Program			DATE PREPARED 3/16/2018	Page	Of
CONTRACTOR NAME Van Buren Charter Township			BUDGET PERIOD From: 5/1/2018 To: 9/30/2018		
MAILING ADDRESS (Number and Street) 46425 Tyler Road			BUDGET AGREEMENT <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT		AMENDMENT #
CITY VanBuren Twshp	STATE Michigan	ZIP CODE 48111	FEDERAL ID NUMBER 38-6007135		
EXPENDITURE CATEGORY				TOTAL BUDGET (Use Whole Dollars)	
1. SALARY & WAGES				\$48,600	
2. FRINGE BENEFITS				\$7,365	
3. TRAVEL				\$1,000	
4. SUPPLIES & MATERIALS				\$3,500	
5. CONTRACTUAL (Subcontracts/Subrecipients)				\$3,800	
6. EQUIPMENT				\$3,500	
7. OTHER EXPENSES				\$15,235	
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)				\$83,000	
9. INDIRECT COSTS: Rate #1 %					
INDIRECT COSTS: Rate #2 %					
10. TOTAL EXPENDITURES				\$83,000	

SOURCE OF FUNDS:

11. FEES & COLLECTIONS				
12. STATE AGREEMENT				
13. LOCAL				
14. FEDERAL				
15. OTHER(S)				
16. TOTAL FUNDING				

AUTHORITY: P.A. 368 of 1978 COMPLETION: Is Voluntary, but is required as a condition of funding.	
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Charter Township of Van Buren

Agenda Item: _____

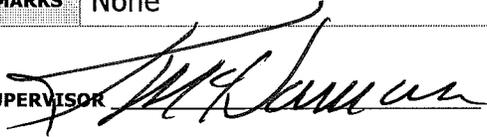
REQUEST FOR BOARD ACTION

WORK STUDY
DATE:7-16-2018
BOARD MEETING
DATE:7-17-2018

Consent Agenda New Business _____ Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	First Amendment to the Professional Services Agreement between Detroit Wayne Mental Health Authority (DWMHA) and Van Buren Twp.
DEPARTMENT	Supervisor's Department
PRESENTER	H.R. Director Sumpter
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
To approve Supervisor McNamara to authorize the 1 st Amendment to the Professional Services Agreement with DWMHA.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Attached is the 1 st Amendment to the Professional Services Agreement with DWMHA for the Summer Youth Employment Program (The REAL).	
BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

**FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
DETROIT WAYNE MENTAL HEALTH AUTHORITY
AND
CHARTER TOWNSHIP OF VAN BUREN**

Program: Summer Youth Employment

THIS AMENDMENT ("Amendment") is entered into on the last date of signature below (the "Effective Date"), by and between the Detroit Wayne Mental Health Authority ("Authority"), and the Charter Township of Van Buren ("Service Provider"). This Amendment incorporates and amends the existing Professional Services Agreement entered into by the Service Provider and the Authority (the "Professional Services Agreement"). The Authority and Service Provider are collectively referred to as the "Parties".

BACKGROUND

The Authority and Service Provider originally entered into the Professional Services Agreement for the provision of Summer Youth Employment (the "Program"), effective May 1, 2018. Pursuant to **Board Action 18-50 Revised**, the Authority's governing Board approved additional funding for the Program at its regular meeting on May 16, 2018. The Parties desire to amend the Professional Services Agreement in accordance with the Board Action.

IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

1. The funding allocation shall be increased in an amount up to Eighty-Three Thousand and 00/100 Dollars (\$83,000.00), as reflected in Appendix B, Budget Allocation Page, as amended.
3. Service Provider acknowledges that funding provided by the Authority under this Amendment shall be utilized for Services provided by Service Provider in Fiscal Year 2017/2018.
4. All other terms and conditions of the Professional Services Agreement remain in full force and effect.
5. The Professional Services Agreement and all documents referenced and/or incorporated therein, including, but not limited to this Amendment, constitute the entire agreement between the Parties and may be amended only in writing and executed in the same manner as this Amendment.
6. Each Party hereto warrants that its agent signing this Amendment is authorized to bind its principal.

7. This Amendment may be executed in counterparts, and counterpart signatures may be furnished by email scan. If so executed, this Amendment shall be fully valid and binding.

WHEREFORE, the Parties hereto have executed this Amendment.

Charter Township of Van Buren

By: _____ Date: _____

Name: _____

Title: _____

Detroit Wayne Mental Health Authority

By: _____ Date: _____

Dana Lasenby
Interim Chief Operating Officer

Reviewed by the Office of General Counsel

By: _____ Date: _____

Ursula Henry
Assistant General Counsel

APPENDIX B

FINANCIAL INFORMATION

DETROIT WAYNE MENTAL HEALTH AUTHORITY
BUDGET ALLOCATION PAGE

BOARD ACTION NUMBER / Contract Terms	CONTRACTOR / Account Number	PROGRAM	PROPOSED BUDGET
10/01/2017 to 09/30/2018	Charter Township of Van Buren 64931.827206.06300	Summer Youth Employment Program	\$83,000.00
BA #: 18-50		TOTAL	\$83,000.00

PROGRAM BUDGET SUMMARY

View at 100% or Larger
Use **WHOLE DOLLARS** Only

ATTACHMENT B.1

PROGRAM Summer Youth Employment Program			DATE PREPARED 3/16/2018	Page	Of
CONTRACTOR NAME Van Buren Charter Township			BUDGET PERIOD From: 5/1/2018 To: 9/30/2018		
MAILING ADDRESS (Number and Street) 46425 Tyler Road			BUDGET AGREEMENT <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT		AMENDMENT #
CITY VanBuren Twshp	STATE Michigan	ZIP CODE 48111	FEDERAL ID NUMBER 38-6007135		
EXPENDITURE CATEGORY				TOTAL BUDGET (Use Whole Dollars)	
1. SALARY & WAGES				\$48,600	
2. FRINGE BENEFITS				\$7,365	
3. TRAVEL				\$1,000	
4. SUPPLIES & MATERIALS				\$3,500	
5. CONTRACTUAL (Subcontracts/Subrecipients)				\$3,800	
6. EQUIPMENT				\$3,500	
7. OTHER EXPENSES				\$15,235	
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)				\$83,000	
9. INDIRECT COSTS: Rate #1 %					
INDIRECT COSTS: Rate #2 %					
10. TOTAL EXPENDITURES				\$83,000	

SOURCE OF FUNDS:

11. FEES & COLLECTIONS				
12. STATE AGREEMENT				
13. LOCAL				
14. FEDERAL				
15. OTHER(S)				
16. TOTAL FUNDING				

AUTHORITY: P.A. 368 of 1978 COMPLETION: Is Voluntary, but is required as a condition of funding.	
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**DETROIT WAYNE MENTAL HEALTH AUTHORITY
BOARD ACTION**

Board Action Number: 18-50 Revised Requisition Number: _____

Presented to Full Board at its Meeting on: May 16, 2018

Name of Provider: Multiple Providers: **Detroit Employment Solutions Corporation (DESC)**, Alkebulan Village, The City of Belleville, Civil Air Patrol, Charter Township of Canton, City of Dearborn Police Department, Charter Township of Van Buren, Detroit City Connect, Downriver Community Conference, The City of Hamtramck, The City of Highland Park, The City of Inkster, Charter Township of Redford, Warren-Conner Development/Eastside Community Network, and The City of Westland, Wayne State University-Bio Career Advancement

Address where services are provided: At various providers within Wayne County (please view list attached)

Presented to Program Compliance Committee Finance Committee at its meeting on: May 9, 2018

Presented to SUD Oversight Policy Board on: _____ (if applicable)

Proposed Contract Term: May 1, 2018- September 30, 2018 Amount of Contract: \$5,110,000.00

Previous Fiscal Year: \$1,796,552.00

New Program Continuation of Existing Program/Contract Modification of Existing Program

Projected Number Served: FY17/18 3410 Persons Served (previous fiscal year): 1100

Date Contract First Initiated: _____

Provider Impaneled: Yes No

Program Description Summary: Provide brief description of services provided and target population. If propose contract is a modification, state reason and impact of change (positive and/or negative).

This Board Action is being revised to increase the dollar amount by \$3,000,000 from the previous revision on April 18, 2018 to include Detroit Employment Solutions Corporation (DESC). The \$3,000,000 will be distributed to all of the Wayne County Summer Youth Employment Program providers. Detroit Wayne Mental Health Authority (DWMHA) is requesting funding approval to partner with Detroit Employment Solutions Corporation (DESC): Children's Success Initiative by implementing the Behavioral Health Ambassador Program (a new Grow Detroit's Young Talent (GDYT) Industry-Led Training certification), Behavioral Health Awareness Program, Mental Health First Aid (MHFA) and Question, Persuade, Refer (QPR) Suicide Prevention Training.

Through these funds, DESC and DWMHA will train 2,300 GDYT participants, certify 50 youth as Behavioral Health Ambassador (a new GDYT Industry – Led Certification), Establish Behavioral Health Ambassadors as a new Career Pathway for youth in the Healthcare Industry, Certify GDYT Core Staff in Mental Health First Aid and Suicide Prevention Training, Certify GDYT Career Academy Program (CAP) Pilot Staff in Mental Health First Aid and Suicide Prevention and Train

teachers from 5 target schools in Mental Health First Aid & Suicide Prevention based on criteria outlined in the Detroit Children's Success Initiative.

The program provides subsidized part-time employment for individuals between the ages of 14-24 living in Wayne County. In addition to work experience, this funding will ensure that the employed youth receive educational information on prevention, treatment and access to care. These programs are expected to be both beneficial and preventative for youth otherwise unoccupied during the summer months, who may be at a greater risk for developing behavioral health issues. The DWMHA Summer Youth Program is a continuation from the last three fiscal years with organizations intending to foster growth and enhance communities. These organizations thrive on community outreach to adolescents focusing heavily on youth recruitment plans and educational and mentoring goals to be accomplished over the summer months.

The engagement promotes workforce development and continued positive growth in Detroit and Wayne County. Research has shown that healthy youth foster into healthy adults when given appropriate coping mechanisms and protective factors. Revenue for these services are supported by Detroit Wayne Mental Health Authority's General Fund and will not exceed \$5,110,000.00 See Attached Grid.

Outstanding Quality Issues: Yes No if yes, please describe _____

See Board Portal for additional information if checked (staff to check all that apply)

Scope of Service and/or Statement of Work Program Information Outcome Data/

Quality Concerns Procurement Information

Source of Funds: General Fund
Please specify e.g. (Medicaid, General Fund, Block Grant)

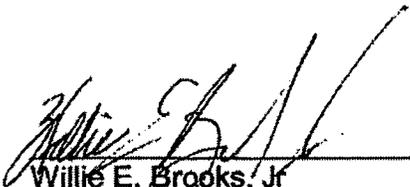
Fee for Service Yes No

Revenue	FY 17/18	Annualized
General Fund	\$5,110,000.00	\$5,110,000.00
	\$	\$
Total Revenue	\$5,110,000.00	\$5,110,000.00

Recommendations for contract: Continue Modify Discontinue

Type of contract: Business Clinical

Approved for Submittal to Board


Willie E. Brooks, Jr.
President/CEO

Date 5/5/18


Stacie Durant
Chief Financial Officer

Date 5/15/18

ACCOUNT NUMBER: 64931.827206.06200

Handwritten note:
OK
5/15/2018

- Budget
- Not in Budget

BOARD ACTION TAKEN

The following Action was taken by the Full Board on the 16th day of May, 2018.

- Approved
- Rejected
- Modified as follows: _____

Executive Director - Initial here: _____

Tabled as follows: _____

Signature Lillian M. Blachaire
Board Liaison

Date 5/17/2018

**CLINICAL PRACTICE IMPROVEMENT
SUMMER YOUTH EMPLOYMENT PROGRAM REPORT
FY 2018**

SUMMER YOUTH EMPLOYMENT CONTRACTORS – FY 17	CONTRACTORS BUDGET, REMAINING BALANCE AND OUTCOMES
1. Alkebu-lan Village	<ul style="list-style-type: none"> • Proposed Budget amount - \$40,000 • 25 participants
2. Civil Air Patrol Encampment Program	<ul style="list-style-type: none"> • Proposed Budget amount- \$20,000 • 35 participants
2. Charter Township of Canton	<ul style="list-style-type: none"> • Proposed Budget amount - \$112,000 • 35 participants
3. Charter Township of Redford	<ul style="list-style-type: none"> • Proposed Budget amount - \$69,000 • 17 participants •
4. Charter Township of Van Buren	<ul style="list-style-type: none"> • Proposed Budget amount - \$83,000 • 25 participants •
5. City Connect Detroit - (Grow Young Detroit Talent)	<ul style="list-style-type: none"> • Proposed Budget amount - \$985,000 • 650 participants •
6. Wayne State University – Bio-Career Advancement Program	<ul style="list-style-type: none"> • Proposed Budget amount - \$185,000 • 75 participants
7. City of Belleville	<ul style="list-style-type: none"> • Proposed Budget amount - \$60,000 • 11 participants
8. Dearborn Police Department	<ul style="list-style-type: none"> • Proposed Budget amount - \$94,000 • 25 participants
9. City of Hamtramck	<ul style="list-style-type: none"> • Proposed Budget amount - \$75,000 • 11 participants
10. City of Highland Park	<ul style="list-style-type: none"> • Proposed Budget amount – \$75,000 • 22 participants
11. City of Inkster	<ul style="list-style-type: none"> • Proposed Budget amount – \$75,000 • 35 participants
12. City of Westland	<ul style="list-style-type: none"> • Proposed Budget amount - \$77,000 • 30 participants
13. Downriver Community Conference	<ul style="list-style-type: none"> • Proposed Budget amount - \$700,000 • 250 participants
14. Detroit Employment Solutions Corp	<ul style="list-style-type: none"> • Proposed Budget amount - \$2,300,000 • 2300 participants
14. Eastside Community Network	<ul style="list-style-type: none"> • Proposed Budget amount - \$110,000 • 45 participants
Summer Youth Employment Conference and supplies to be procured at a later date.	<ul style="list-style-type: none"> • \$50,000
	Not to exceed \$5,110,000.00

Charter Township of Van Buren

Agenda Item: _____

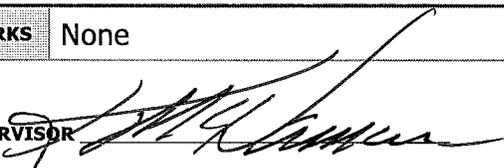
REQUEST FOR BOARD ACTION

WORK STUDY
DATE:7-16-2018
BOARD MEETING
DATE:7-17-2018

Consent Agenda New Business _____ Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Amendment to FY-2018 budget to fund line items: REAL Wages (101-101-706-000) and REAL Expenses reimbursement (101-101-956-002)
DEPARTMENT	Supervisor's Office
PRESENTER	Supervisor McNamara
PHONE NUMBER	734-699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	H.R. Director Sumpter

Agenda topic

ACTION REQUESTED	
To consider Amendment to FY-2018 budget to fund line items: REAL Wages (101-101-706-000) and REAL Expenses reimbursement (101-101-956-002).	
BACKGROUND -- (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>The Detroit Wayne Mental Health Authority (DWMHA) awarded Van Buren Twp. a grant for the Summer Youth Employment Program (The REAL) in the amount of \$83,000 for FY-2018. Since the grant was subject to DWMHA approval, line items: REAL Wages (101-101-706-000) and REAL Expenses reimbursement (101-101-956-001) were unfunded for FY-2018.</p> <p>Now that the grant has been approved, it is requested the Board of Trustees amend the FY-2018 budget for REAL Wages (101-101-706-000) in the amount of \$55,965 and REAL Expenses (101-101-956-001) in the amount of \$27,035 so funds can be properly expensed in the designated accounts.</p>	
BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY MEETING DATE:

JULY 16, 2018

Board meeting date: July 17, 2018

Consent Agenda _____

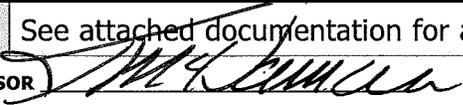
New Business _____

Unfinished Business _____

Public Hearing _____

	Senior Alliance
DEPARTMENT	Senior
PRESENTER	Director Jordan
PHONE NUMBER	734-699-8919
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Consider adoption of Resolution 2018-12, affirming approval of Senior Alliance 2019 Annual Implementation Plan for Aging Services.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The Senior Alliance (TSA) provides services to older adults in 34 southern and western Communities throughout Wayne County. TSA approved its 2019 Annual Implementation Plan (AIP) in June 2018. As part of the approval process, the Michigan Office of Services To the Aging requires the TSA to receive approval from the participating communities in the form of a resolution. The Proposed resolution is included with this item. The TSA-approved AIP is on file and can be reviewed in the Clerk’s office or online at www.aa1c.org .	
BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	Senior Citizen Dept. Director to forward executed resolution to TSA.
DEPARTMENT RECOMMENDATION	Yes
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	See attached documentation for additional information.
APPROVAL OF SUPERVISOR	

RESOLUTION 2018-12

**RESOLUTION OF THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN
AFFIRMING APPROVAL OF THE SENIOR ALLIANCE
2019 ANNUAL IMPLEMENTATION PLAN FOR AGING SERVICE**

WHEREAS, the Township Board of the Charter Township of Van Buren, Wayne County, Michigan recognizes the role of The Senior Alliance as the designated Area Agency on Aging for Southern and Western Wayne County to be responsible for planning, developing, coordinating, monitoring and managing a comprehensive organized service delivery system of services for older adults and caregivers.

WHEREAS, the 34 communities of Southern and Western Wayne County, including the Township of Van Buren, comprises the Planning and Service Area to the agency's governing body.

WHEREAS, the Office of Services to the Aging requires local Area Agencies on Aging to request approvals of their Annual Implementation Plan from their local governments.

WHEREAS, The Senior Alliance has submitted the plan to this honorable body, in accordance with Federal and State laws.

WHEREAS, The Senior Alliance has held a public hearing for client, caregiver and service provider population feedback, which contributed to the development of the Annual Implementation Plan for Fiscal Year 2019.

NOW, THEREFORE, BE IT RESOLVED, that this honorable body of the Charter Township of Van Buren approved the Annual Implementation Plan for FY2019, as presented to the Township.

APPROVED AND ADOPTED by the Township Board on _____, 2018.

Motion:

Second:

Ayes:

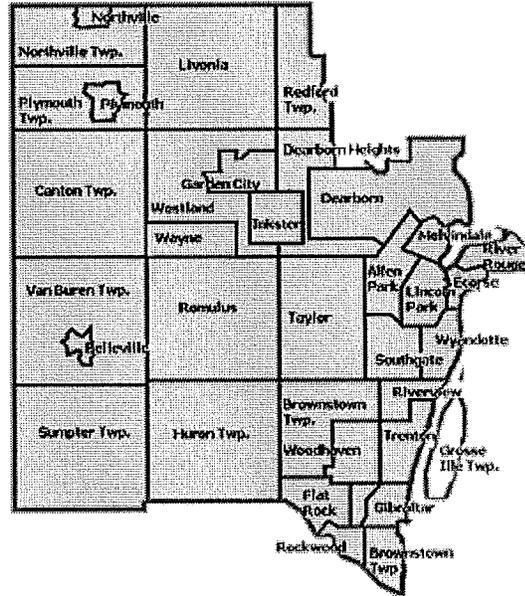
Signed:

Dated:

I attest the foregoing is a true and correct copy of a resolution approved at the _____

held in _____ on _____.

2017-2019 Multi Year Plan
FY 2019 ANNUAL IMPLEMENTATION PLAN
THE SENIOR ALLIANCE, INC. 1-C



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

The Senior Alliance, Inc. 1-C
5454 Venoy Road
Wayne, MI 48184
734-722-2830
1-800-815-1112 (SE Mich only)
734-722-2836 (fax)
Tamera Kiger, Executive Director
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County/Local Unit of Govt. Review

The Senior Alliance (TSA) will inform each chief elected official of the 34 local units of government comprising the Planning Service Area (PSA) 1-C of southern and western Wayne County of the availability of the FY19 AIP for review. A resolution request will be sent to all municipalities that comprise the TSA service area in July. Preliminary notification of this municipal request was distributed in the spring of 2018. The TSA Senior Center Network also were encouraged to share the public hearing notice and weblink of the AIP with thier communities. Notification of the AIP and public hearing schedule was also relayed to the TSA Board of Directors which is comprised of individuals who have been appointed by the Conference of Western Wayne and the Downriver Community Conference, providing representation for each community TSA serves.

TIMELINE

4/27/18	FY 19 Annual Implementation Plan Draft Available on www.thesenioralliance.org
5/14/18	Public Hearing – The Senior Alliance (5454 Venoy, Wayne MI 48184)
5/16/18	Public Hearing – Romulus Senior Center (36525 Bibbins St., Romulus, MI 48174)
5/30/18	Public Hearing – September Days Senior Center (46425 Tyler Rd., Van Buren Twp., MI 48111)
6/1/18	Last day to receive public comments on the AIP
6/28/18	Final FY 19 AIP Submitted to TSA Board of Directors
6/28/18	Final FY 19 AIP Submitted to Aging & Adult Services Agency
8/10/18	Last day to receive municipal resolutions
8/17/18	Final FY 19 AIP Presented to State Commission on Aging



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Approved Multi-Year Plan Highlights

1. A brief history of the area agency and respective PSA that provides a context for the MYP. It is appropriate to include the area agency's vision and/or mission statements in this section.

The Senior Alliance (TSA) is a 501 (c)(3) that began serving older adults in 1980 and is designated by the Michigan Commission on Services to the Aging to operate as an Area Agency on Aging for the 34 communities of southern and western Wayne County (SWWC). In 1988, TSA was authorized to function as an Organized Health Care Delivery System, which allowed the agency to serve low-income adults living with disabilities.

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

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

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

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

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

2. A summary of the area agency's service population evaluation from the Scope of Services section.

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

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

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



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

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

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

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

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

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

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

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

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

4. Highlights of planned Program Development Objectives.

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

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



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for a lifetime.

5. A description of planned special projects and partnerships.

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

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

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

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

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

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

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



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

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

8. Highlights of strategic planning activities.Aa

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

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

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

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

9. FY 2018 AIP Highlights: Description of any significant new priorities, plans or objectives.

Feedback from local residents, including caregivers, older adults, and individuals with disabilities, was sought to assist TSA in identifying priority areas, service gaps, and opportunities for growth and development for the FY18 AIP. Manned and unmanned "Listening Boards" were piloted at 2 local senior centers to provide a quick, simple, and unobtrusive option for the general public in central western Wayne County and the Downriver region to provide feedback on prioritizing services most important to older adults, individuals with disabilities, and caregivers, instead of completing a survey. Boards also posed the question of how TSA can better serve the community and invited participants to comment using post-it notes. Public input surveys were also distributed across the TSA PSA electronically and in paper format as an informal needs assessment. Public Input Surveys were distributed in conjunction with Public Input Sessions and joint outreach presentations with TSA's MMAP Team to provide respondents a conduit to comment on quality of services provided and learn more about the resources available through the AAA.

Public Input Survey Summary

Response Period: January – April 2017

Number of Responses: 305

Who Took the Survey

- 86% of all respondents were age 60 and above
- 10% of respondents self-identified as caregivers
- 18.5% of respondents identified as a veteran or spouse of a veteran
- 27% of respondents reported having a disability
- 80.5% of respondents report that they have received services from The Senior Alliance in the last year however, only 58% reported being familiar with the agency.



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General Survey Results

After reviewing a list of programs, respondents identified their preference of services as being the most important resources for older adults and individuals with disabilities by ranking them in order of importance. Of all recorded responses, the following services were identified to be the three most important:

Transportation (19.7%)

Food/Nutrition Services (18.9%)

Housing (13.1%)

During calendar year 2016, the top needs as identified by the number of requests by individuals and families contacting the agency includes:

1. Medicare and Medicaid Related Counseling - 6,602 related contacts
2. Home Health Care (including referrals for MI Choice Waiver, Care Management, Adult Home Help, Veterans specific, and Private Pay Services) - 4,274 related contacts
3. Homemaker & Indoor/Outdoor Chore Services - 2,730 related contacts
4. Transportation - 2,151 related contacts
5. Food Assistance/Nutrition Services (including referrals/resources for Home Delivered Meals, Liquid Nutrition, Congregate Meals, Holiday Meals, Bridge Card Assistance, Food Commodities, and Food Pantries) - 1,279 related contacts
6. Housing (includes referrals/requests for Adult Foster Care (AFC), Independent Living Facilities, Homes for the Aged (HFA), Skilled Nursing Facilities, and Homelessness prevention/support) - 1,282 related contacts
7. Legal - 567 related contacts
8. Incontinence Supplies - 329 related contacts
9. Medical Equipment Loan - 325 related contacts
10. Utility Payment Assistance - 145 vrelated contacts

During FY 2017 The Senior Alliance - Area Agency on Aging 1-C's (TSA) Advisory Council and staff reviewed the implementation of Community Focal Points in PSA 1-C. Over four meetings the Advisory Council reviewed TSA's Community Focal Points definition, procedures, scope of inclusion and application for designation. In March of 2017 the Advisory Council reaffirmed the existing definition and designation criteria, as outlined in the 2017-2019 Multi-Year Plan. TSA and the Advisory Council will pursue qualifying community-based organizations to apply for Community Focal Point designation in order to expand the partnerships available for outreach and information distribution from older adults, individuals living with disabilities, caregivers, and family members. By increasing the number of designated Community Focal Points TSA will also be able to better seek feedback on programs, services and the aging environment.

To support successful aging-in-place, TSA will address needs covered by AASA Operating Standards on home injury control, chore, and home repair by focusing available funds on home accessibility projects such as: ramps for improved and/or barrier-free access, handrails, door locks, door repair/replacement, safety equipment and devices, stair and exterior step repair/replacement, and other tasks under these Operating Standards, as available funding allows. TSA will utilize a network of contractors to perform projects falling under these AASA Operating Standards. Activities pursued under these AASA Operating Standards will replace activities previously pursued through TSA's Safe-at-Home Regional Service Definition.



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To address unmet needs, TSA will make an effort to connect Care Management participants with Personal Emergency Response Systems (PERS) on a free basis for one year as safety and preventative measure. In addition, TSA will offer resource identification and Personal Emergency Response Systems to individuals placed on the waiting list for care management program services. This initiative will target older adults most in need while offering resources and assistance to everyone placed on the care management wait list.

In late 2016 TSA received accreditation from the American Association of Diabetes Educators (AADE) for a diabetes education model. AADE Accreditation allows TSA to conduct diabetes education workshops under this model as a benefit for Medicare participants. The workshop includes six 90-minute sessions led by a dietician or other health professional. TSA continues to have discussions with health providers and insurance companies to offer AADE Accredited diabetes workshops to their clients.

Expanding on the foundational work completed during a pilot demonstration in 2014-2016, TSA will continue to serve as a mentor for other AAAs in an effort to strengthening the statewide network of LGBT friendly older adult resources.



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2019 AIP Highlights

Fiscal Year 2019 Highlights

Statistics from our Information & Assistance Department highlight that in FY 17, The Senior Alliance received 14,023 service requests. Of those:

- 32.7% of the service needs were related to personal care and other care coordination or in-home services.
- The second most requested service was related to transportation (12.8%), followed home maker/maintenance assistance (indoor/outdoor chore services – 11.3%).
- Housing (10.9%), Food (7.6%), benefit assistance (6.7%), general information requests, including aging network navigation and referral for out of area contacts (6.5%), legal resources (4.66%), veterans support (3.91%), and incontinence supply needs (2.87%) followed respectively.

In preparation for the FY 2019 AIP, The Senior Alliance collected 459 surveys as part of the public input process to generate community feedback. Surveys were distributed electronically, to the TSA Senior Center Network/Community Focal Points, a Survey Monkey hyperlink on the TSA website, and in paper form to current Meals-On-Wheels recipients in the PSA. The regional Medicare Medicaid Assistance Program (MMAP) also distributed and collected surveys at community preventative services presentations, fraud prevention, and elder abuse awareness educational events. Of the survey respondents:

- 86.9% were adults over the age of 60
- Specifically, 31.42% identified as being aged 80 or above
- 13.6% self-identified as being a veteran
- 68.35% identified as being female, 29.5% as male, and 2.16% as other/preferred not to respond
- 97% of the communities within the TSA PSA were represented and gave feedback during the survey process.

To receive feedback specifically on prioritization of service funding, survey respondents were asked to share their opinion. The results are as follows:

Fully Fund Always

- Food Services (e.g. home delivered meals, congregate, holiday meals – 82.8%)
- Medicare Medicaid Assistance Program (69.36%)
- Transportation (65.87%)
- Elder Rights, Advocacy, and Fraud/Abuse Prevention (61.52%)
- Caregiver Resources (53.81%)

Partially Fund

- Home Safety Modifications/Repairs (44.76%)
- Social Isolation Prevention (43.64%)
- Care Coordination & Management (41.27%)

When asked to identify which services they thought would be most useful to people in their community that are 10 years older than them, the top 5 responses were as follows:

- Home Delivered Meals (79.56%)



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- Specialized Transportation (71.47%)
- Senior Lunch Sites (70.97%)
- Transportation Vouchers (69.64%)
- In- Home Services (69.19%)

To assess the tech-savvy nature of the survey respondents, one question inquired if respondents had ever taken a selfie. Only 29% responded affirmatively. Other respondents either had not taken a selfie (57.57%) or did not know what a selfie was (16.9%). When asked if personal care was needed in the future, who respondents thought would provide it, the majority either identified family (55.58%) as the support or didn't know (28.37%). The rest were split amongst friends, government or private foundations, and faith based groups.

Additionally, prioritization of available services was an area of focus in FY 2018. As a result, the Regional Service Definition, Safe-At-Home was discontinued in FY 2018. Diabetes education accreditation was also discontinued.

Contingency Planning for Federal Funding Reduction

The Senior Alliance regularly seeks innovative payment models and cost allocation systems as potential sources of future revenue to fund needed services within the PSA. No specific new funding sources have been identified at this time.

Historically, The Senior Alliance's Leadership Team evaluates the scope and reach of existing programs and adjusts allocations appropriately in efforts of maintaining current service levels and reduce implementation of waitlists whenever possible. In efforts of maximizing current funding levels and diversifying revenue streams, The Senior Alliance improves efficiencies and leverages new and existing partnerships to enhance the quality and amount of service provision. Funding opportunities to explore include:

- Advocating for local millages
- Identify new and existing public and private foundations
- Research and apply for capacity building grant opportunities
- Leverage existing relationships with Integrated Care Organizations

TSA's FY 2019 Advocacy Focus

The Senior Alliance continues to participate with the Silver Key Coalition to advocate for additional funding to reduce in-home services and home delivered meals ("Meals on Wheels") waitlists for underserved populations. State level advocacy initiatives implemented by The Senior Alliance Management include annual legislative visits to Michigan state and Congressional Representatives and Senators serving southern and western Wayne County.

The Silver Key Coalition has been advocating since 2014 in support of Governor Snyder's effort to make Michigan a "no-wait state" for key in-home services targeting vulnerable older adults such as personal care homemaking, caregiver respite and home delivered meals. The Senior Alliance has and will continue to participate in grassroots efforts including advocacy collaboration with The Silver Key Coalition and Statewide Older Michigianians Day Steering Committee to increase the availability of in-home and nutrition services.

Additionally, The Senior Alliance has maintained relationships with the State and Congressional Legislative Bodies which represent the PSA through annual visits which include programmatic, needs assessment, and statistical updates on the older adult constituents that they serve.



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Public Hearings

Date	Location	Time	Barrier Free?	No. of Attendees
05/14/2018	The Senior Alliance	09:30 AM	Yes	14
05/16/2018	Romulus Senior Center	07:30 AM	Yes	57
05/30/2018	September Days Senior Cente	01:00 PM	Yes	11

FY 2019 AIP Public Hearing Summary

The Senior Alliance promoted and held three public hearings on the FY 2019 Annual Implementation Plan (AIP). Notices were published in three newspapers of wide circulation, shared via email with our Senior Center Network, and posted on The Senior Alliance's website (www.thesenioralliance.org) and on the agency's Facebook page.

To improve participation and plan feedback at the FY 2019 Public Hearings this year, two new strategies were implemented:

- 1) The public hearing held at the Romulus Senior Center on May 16, 2018 was conducted following the continental breakfast provided for Older Michiganians Day attendees before they departed for Lansing. This strategy was well received as many participants offered comment. The hearing was also attended by the Mayor of Romulus whose staff streamed it on Facebook Live.
- 2) Drawing upon the service popularity and wealth of information provided by the Michigan Medicare Medicaid Assistance Program, TSA's last public hearing on the FY 2019 AIP was held at the Van Buren Township Senior Center (September Days) on May 30, 2018 in collaboration with a fraud prevention presentation by our Regional MMAP Coordinator. In addition to staff from the Van Buren Township Supervisor's office, the Deputy Supervisor of Sumpter Township was in attendance.

Public Hearing #1 Summary

The first public hearing was hosted by The Senior Alliance's Advisory Council, held on May 14, 2018. Council Members as well as members of TSA's Board of Directors, and the general public reviewed the highlights of the FY 2019 Annual Implementation Plan. Particular interest amongst this group was TSA's emergency preparedness plan development and existing policies and procedures to address inclement weather and other potential disasters. One verbal comment was a suggestion to develop an electronic list of vulnerable older adults in The Senior Alliance's service area. Discussion ensued regarding how those who have not been connected with a TSA service but are at-risk could be included on the list.

Public Hearing #2 Summary

During the May 16, 2018 FY 19 AIP Public Hearing, the City of Romulus hosted a Facebook Live broadcast of



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the event. Comments from the general public were primarily made verbally during the hearing however, one was made through the Facebook Live Chat feature.

Summary of comments made during the Romulus (5/16/18) public hearing

- 1) Comment about live answer of telephone calls at local social service agencies
- 2) Comment about the high cost of auto insurance
- 3) Comment on the lack of grocery stores in the Romulus area
- 4) Comment about the poor condition of the roads
- 5) Comment about the high cost of prescription drugs
- 6) Comment that more door-to-door bus service is needed, specifically for appointments
- 7) Comment that transportation is a big issue for many older adults

Public Hearing #3 Summary

The final FY 2019 AIP public hearing held at the Van Buren Senior Center (September Days) included questions and comments related to the need for improved public understanding of the delineation between local, state, and federal funding of senior services and how services are subsidized. Additional comments and questions from attendees focused on:

- 1) Emergency preparedness for older adults in the service area
- 2) Meals on Wheels service provision
- 3) Waitlist status updates for older adult services
- 4) Transportation concerns, including what resource information and safety equipment do the TSA vehicles carry
- 5) Services available through the Medicare Medicaid Assistance Program including Open Enrollment and prescription coverage
- 6) Unaddressed issues/unmet needs within the community, specifically social isolation as a concern for community dwelling older adults
- 7) The need for chore services, such as leaf raking, snow removal, grass cutting, and/or handyman repair services offered at a discounted rate for seniors and why TSA's and Wayne County's programs have been eliminated. Specific concern was how to help older adults who are cited by their municipality and at risk for fines due to overgrown lawn or excessive snow accumulation that is unaddressed timely.



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Regional Service Definitions

Service Name/Definition

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

Service Category	Fund Source			Unit of Service
Access	Title III PartB	Title III PartD	Title III PartE	
In-Home	Title VII	State Alternative Care	State Access	
Community	State In-home	State Respite		
	Other _____			

Minimum Standards



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Access Services

Care Management

<u>Starting Date</u>	10/01/2018	<u>Ending Date</u>	09/30/2019
Total of Federal Dollars	\$34,065.00	Total of State Dollars	\$503,822.00

Geographic area to be served

Entire PSA 1-C

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

GOAL: Provide quality Care Management (CM) services throughout PSA 1-C.

ACTIVITIES:

1. CM clients will receive comprehensive assessment and the desired level of assistance with coordination of services most appropriate to their needs and wishes.
2. Program quality will be monitored on an ongoing basis, and as necessary, program improvements will be made.
3. Ongoing quality assurance tasks will identify staff training needs and training will be provided as appropriate.

EXPECTED OUTCOME:

1. Improved service delivery for individuals in need of community living support.

Number of client pre-screenings:	Current Year:	600	Planned Next Year:	600
Number of initial client assessments:	Current Year:	200	Planned Next Year:	200
Number of initial client care plans:	Current Year:	200	Planned Next Year:	200
Total number of clients (carry over plus new):	Current Year:	600	Planned Next Year:	600
Staff to client ratio (Active and maintenance per Full time care	Current Year:	1:110	Planned Next Year:	1:110

Information and Assistance

<u>Starting Date</u>	10/01/2018	<u>Ending Date</u>	09/30/2019
Total of Federal Dollars	\$296,182.00	Total of State Dollars	\$45,611.00

Geographic area to be served

Entire PSA 1-C

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

GOAL: Provide quality Information & Assistance (I & A) services throughout PSA 1-C by engaging with community-based organizations, Community Focal Points, local units of government, senior centers, and healthcare organizations to identify available resources that aid and inform older adults and their caregivers.

ACTIVITIES:



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1. Provide up-to-date aging related information through resource referrals and connection to other appropriate organizations.
2. Continuously update the AAA resource database utilized by the Information Services Department.
3. Implement continuous quality improvement strategies to ensure of high quality service are provided by I & A staff when interacting with individuals contacting the Area Agency on Aging via telephone.
4. Continue to monitor and develop operational policies and procedures that strive for a high quality of service.

Case Coordination and Support

<u>Starting Date</u>	10/01/2018	<u>Ending Date</u>	09/30/2019
Total of Federal Dollars	\$143,611.00	Total of State Dollars	\$115,304.00

Geographic area to be served
Entire PSA 1-C

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

GOAL: Provide quality Case Coordination Services (CCS) for older adults in PSA 1-C

ACTIVITIES:

1. Provide support to older adults who do not currently need or qualify for skilled nursing facility level of care services but are at-risk for needing enhanced support to prevent or slow further physical health or functional decline.
2. Continuous quality improvement strategies will be used to monitor CCS program quality, with program improvements made as necessary.
3. Ongoing quality assurance tasks will identify staff training needs and training will be provided as appropriate.

EXPECTED OUTCOME:

1. Improved service delivery for individuals in need of community living supports

Outreach

<u>Starting Date</u>	10/01/2018	<u>Ending Date</u>	09/30/2019
Total of Federal Dollars	\$80,000.00	Total of State Dollars	\$0.00

Geographic area to be served
Entire PSA 1-C

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

GOAL: Ensure all communities that comprise PSA 1-C receive information about aging and long-term care services available through The Senior Alliance and our vendor network.

ACTIVITIES:



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1. Publish and disburse information about available programs and services through a variety of communication methods, including community presentations, vendor booths/displays at local events, agency website, social media, and use of print materials.
2. Identify, maintain, and build relationships with Community Focal Points to improve agency reach and improve community awareness of services available through the local Area Agency on Aging.
3. Provide annual updates and resource dissemination to the city councils and township boards of the 34 communities of southern and western Wayne County that comprise The Senior Alliance's service area (PSA 1-C).
4. Continue to monitor and develop operational policies and procedures that strive for a high quality of service.
5. Continue to provide up-to-date and relevant cultural competency and diversity trainings for staff.

Transportation (for MATF only)

<u>Starting Date</u>	10/01/2018	<u>Ending Date</u>	09/30/2019
Total of Federal Dollars	\$98,995.00	Total of State Dollars	\$131,887.00

Geographic area to be served

Entire PSA 1-C

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

GOAL: Provide short notice, ride-of-last resort, transportation for older adults who are unable to access and/or afford private or public transport resources when other options are unavailable and/or as a form of limited respite to caregivers.

ACTIVITIES:

1. Operation of a small fleet of accessible vehicles to improve short-notice transportation options for older adults residing in PSA 1-C.
2. Identify and develop relationships with transportation providers that provide low cost and reliable alternatives to residents of the PSA 1-C.
3. Develop and implement continuous quality improvement strategies to ensure client satisfaction of ridership.
4. Monitor and explore realistic solutions to fill transportation service gaps identified in PSA 1-C as feasible and appropriate.



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Direct Service Request

Total of Federal Dollars

Total of State Dollars

Geographic Area Served

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

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

- (A) Provision of such services by the Area Agency is necessary to assure an adequate supply of such services.**
- (B) Such services are directly related to the Area Agency's administrative functions.**
- (C) Such services can be provided more economically and with comparable quality by the Area Agency.**

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

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



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Regional Direct Service Request

Total of Federal Dollars

Total of State Dollars

Geographic Area Served

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

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

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

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

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

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

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



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Approved MYP Program Development Objectives

Area Agency on Aging Goal

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

State Goal Match: 1

Narrative

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

Objectives

1. To encourage the implementation and promotion of aging friendly principles within the PSA 1-C, TSA will provide technical assistance to community groups striving to receive CFL designation.

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

Activities

1. TSA will participate in at least one (1) status review meeting per year with PSA 1-C specific community groups in the process of assessing the age-friendliness of their community and/or submitting an application for CFL designation.
2. To support CFL initiatives, TSA will offer health, wellness, and injury prevention workshops and training to communities applying for designation.
3. TSA will work with communities to explore a range of transportation options designed to allow individuals to remain mobile and independently able to access needed services and activities.
4. TSA will offer to communities applying for CFL designation technical assistance, training, and other supports, as appropriate and requested.

Expected Outcome

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

Progress

No significant progress to report. In FY18, TSA staff met with Canton Township's Executive Leadership to discuss how The Senior Alliance can serve as a supportive resource for the municipality in their efforts of achieving CFL recognition. The Senior Alliance continues to meet with and provide technical assistance to any municipalities in the PSA that are considering application submission for the CFL designation.

- B. Empower people through ensuring a variety of long-term care options are available and accessible in southern and western Wayne County.**

State Goal Match: 2

Narrative

TSA will target Evidence-Based Disease Prevention programs (EBDP), Care Transitions, Safe-at-Home,



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Medicare/Medicaid Assistance Program (MMAP), Information and Assistance, Housing, Transportation, and meals program to:

1. Reduce avoidable hospitalization
2. Educate older adults to help them make informed choices
3. Maintain an active/healthy lifestyle
4. Reduce the need for expensive health utilization through health promotion and self-management
5. Increase ability to continue living in the community of their choice

Objectives

1. Expand the established sustainable system of program delivery to increase the availability of health and wellness programs.

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

Activities

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

Expected Outcome

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

Progress

The Senior Alliance has significantly reduced direct service provision of health and wellness programs in favor of increasing support to the contractual aging network of providers. TSA's Planning Special Projects Manager continues to serve as the Regional Coordinator for the Southeast Michigan Regional Partners on the PATH and supports community-based organizations who continue to offer a variety of evidence based health and wellness programs targeting older adults, inclusive of those that serve the PSA 1-C. This evidence based health and wellness program focused objective and related activities have been retracted and will not be pursued in FY 2019.

2. Explore healthcare reimbursement models to establish sustainability of the health and wellness programs.

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

Activities

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



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Expected Outcome

To increase the availability of EBDP programs.

Progress

The Senior Alliance has significantly reduced direct service provision of health and wellness programs in favor of increasing support to the contractual aging network of providers. Continuity of evidence based health & wellness service offerings and availability across the TSA service area by contractual partners is encouraged. As a result, this evidence based health and wellness program focused objective has been retracted and will not be pursued in FY 2019. TSA will maintain availability of evidence based disease prevention programs through contractual partnerships.

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

Activities

1. Staff will continue to participate in cultural competence and diversity trainings to promote inclusive agency culture.
2. TSA will continue to work with SAGE (Services and Advocacy for Gay, Lesbian, Bisexual, and Transgender Elders), to monitor sensitivity training for staff, as related to older adults.
3. TSA will perform an annual audit of the overall accessibility of services, facilities, and address barriers that have been identified, as possible.
4. TSA will continue to monitor sensitivity training for staff.

Expected Outcome

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

Progress

The Senior Alliance continues to collaborate with other community agencies and groups to increase resource options for the individuals who request assistance from TSA and partner organizations serving the TSA service area. As a demonstration to the high quality information and referral standards that TSA strives to maintain, TSA's Information & Assistance Manager was elected to a second two-year term on the Michigan AIRS Board of Directors.

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

Activities

1. Increase the number of clients in the Friendly Reassurance program.
2. Survey existing clients to ensure that TSA's services are helping individuals feel independent.
3. Provide additional support to TSA through the Senior Community Service Employment Program (SCSEP) enrollees, who make the calls for the Friendly Reassurance program, and have additional office related skills training.
4. Assess client needs and provide appropriate information and referrals.



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5. Increase outreach efforts, including adding information to TSA's website, to improve awareness for older adults, individuals living with disabilities, and their caregivers.
6. Work with collaborative community groups (e.g. Council for Action on Aging and Senior Centers, etc.) to better service TSA's PSA 1-C.
7. Continue participation in professional groups (i.e. MI-AIRS Board, etc.).

Expected Outcome

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

Progress

Community education on AAA 1-C services and programs throughout the PSA, was provided in FY18 and will continue to be offered through use of outreach methods and materials including the TSA Service Network, MMAP rack card, social media, maintenance of presentations on local cable networks and presence at community events, and distribution of other programmatic brochures.

Agency wide, staff continue to participate in cultural competency, communication, and diversity trainings to promote inclusive service delivery and corporate culture.

C. Support elder rights through advocacy, information, training, and services.

State Goal Match: 4

Narrative

TSA will target the Medicare Medicaid Assistance Program/Long-Term Care Ombudsman (MMAP/LTCO) and the Lesbian, Gay, Bisexual, and Transgender (LGBT) community to:

1. Educate stakeholders and advocate with healthcare consumers to increase community awareness of initiative
2. Ensure equal access and inclusivity to resources for older adults of all physical, mental, and cognitive abilities in addition to sexual orientation, gender identity, gender expression regardless of race, ethnicity, veteran status, etc.

Objectives

1. To provide information and community education to older adults so that they will be able to identify elder abuse.
Timeline: 10/01/2016 to 09/30/2019

Activities

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

Expected Outcome

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



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Progress

The Medicare Medicaid Assistance Program or State Health Insurance Program (SHIP) for southern and western Wayne County provide community educational presentations related to elder rights, elder abuse, and financial exploitation prevention to community members, in addition to providing technical assistance to Community Focal Points and Senior Living Communities.

The Local Long Term Care Ombudsman (LLTCO) regularly participates in team care planning meetings with Long Term Care facility residents and developed a resident handout focused on person centered care planning rights and options. The LLTCO also assembled a traveling resource cabinet that is available at family council meetings to increase access to a variety of resources and information. The LLTCO continues to regularly collaborate with local professionals to address long term care facility residents' issues and concerns.

Providing community education on AAA1-C services and programs throughout the PSA, with TSA Network, TSA/MMAP bookmark and brochures is ongoing.

2. The LTCO and the MMAP will increase community educational efforts in the prevention of elder abuse, neglect, and exploitation by providing education, outreach, and advocacy services.

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

Activities

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

Expected Outcome

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

Progress

The Senior Alliance' Facebook page has added 400 new followers in the past calendar year. In addition to updating the agency's logo, TSA has increased its community visibility by more frequently participating in regional events as a vendor to distribute aging and long term care resource materials to older adults and family caregivers. The Senior Alliance will launch a quarterly newsletter with LPI Publishers beginning in FY 19. The initial circulation is estimated to reach 3,000 older adults in the PSA 1-C. Pending grant approval, TSA also plans to implement quarterly caregiver mini conferences in partnership with local community colleges in the PSA.

Beginning in the summer of 2018, the Local Long Term Care Ombudsman (LLTCO) plans to begin community



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education events in collaboration with local senior service professionals to expand program outreach and market the benefits of the program. Due to ongoing regulatory changes this year, the LLTCO has increased her participation in nursing home quality improvement initiatives to strengthen relationships with local licensing professionals.

FY 2018's elder abuse/exploitation prevention targeting strategy focused on providing outreach to local pharmacies and physician offices about Medicare and Medicaid fraud and abuse and will continue into FY 19. Michigan's Medicare Medicaid Assistance Program (MMAP) materials including fraud prevention was provided to advocates traveling with TSA for Older Michiganians Day (OMD). TSA's Regional MMAP Coordinator was also onsite at one OMD departure locations.

The LLTCO increased the number of active family council groups in the region from 3 to 6 locations, thereby increasing the number of participants receiving resources and information. The LLTCO continues to prioritize outreach efforts to serve residents from under-served populations. For example, the LLTCO created new visual aids in Spanish, and provides resident rights documents in a variety of languages. In person and telephonic translators are also made available to address individual resident needs.

In terms of advocacy, The LLTCO participated in Older Michiganians Day as a volunteer group leader to help older adults advocate for their rights and serve as a present resource and continues to actively participate in the CCRC of Oakland, Macomb, and Wayne Counties. Other professional collaborations includes engagement with Adult Protective Services (APS), Lakeshore Legal Aid, and the Elder Law Center.

In FY 2018, TSA's LLTCO will become a trainer for a resident anti-bullying program and participate in a community education seminar focused on guardianship issues.

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

Activities

1. Encourage person-centered, multi-disciplinary team care planning approach, involving all disciplines related to resident care services, including outside services, such as laboratory and x-ray service.
2. Offer written materials pertaining to resolving concerns to family councils.
3. Provide and participate in community educational programs.
4. Maintain relationships with the Medicare/Medicaid Assistance Program, Adult Protective Services, Department of Human Services, legal services, Home and Community Based Services for the Elderly and Disabled Waiver of Department of Community Health, MPRO Bureau of Child and Adult licensing, the Attorney General's Health Care Fraud Unit, and other community organizations.

Expected Outcome

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

Progress

The Local Long Term Care Ombudsman regularly participates in team care planning meetings with long-term care



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facility residents and developed a handout to educate residents on person centered care planning, their rights, and available options. The Local Long Term Care Ombudsman also assembled a traveling resource cabinet that is available at family council meetings to increase access to a variety of resources and information.



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2019 AIP Program Development Objectives

Area Agency on Aging Goal

A. Target basic needs outreach by surveying existing clients to ensure TSA's services help individuals feel independent.

State Goal Match: 8

Narrative

The Information and Assistance Department is the "front door" of The Senior Alliance. Often the calls and walk-ins that the Specialists encounter are brief and narrow in focus based on the individual's need. TSA's Information & Assistance Manager recognized that the resources provided can have a huge impact on the identified issue at hand but may or may not holistically address ongoing, long-term concerns to aging well in the community. To address this issue, TSA's Information & Assistance Department will begin quality improvement measures to determine gaps in service provision and ways to best identify unmet needs before they are detrimental to successful aging-in-place and require significant intervention.

Objectives

1. TSA will provide appropriate, person centered information and referral to at-risk older adults in PSA 1-C that support healthy aging-in-place in the environment of their choosing.
Timeline: 10/01/2019 to 09/30/2019

Activities

1. Information & Assistance Specialists will follow-up with clients previously served as appropriate to ensure available resources were provided, additional services were offered as needed, and their needs were met 45 days post contact.
2. Leverage the Senior Community Service Employment Program by training enrollees to make Friendly Reassurance calls and exploring collaborative opportunities for growth through resource updates and other activities or tasks.

Expected Outcome

Monitor satisfaction and situational improvement of individuals who contact TSA seeking information and assistance to improve the quality of resource provision, quality of life, and support for older adults seeking to age-in-place.



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Appendices

FY 2019 AREA AGENCY GRANT FUNDS - SUPPORT SERVICES DETAIL

Agency: The Senior Alliance

Budget Period: 10/01/18 to 09/30/19

Rev: 1/2019

PSA: 1C

Date: 04/13/18

Rev. No.:

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*Operating Standards For AAA's

Op Std	SERVICE CATEGORY	Title III-B	Title III-D	Title III - E	Title VII A OMB	State Access	State In-Home	St. Alt. Care	State Care Mgmt	St. ANS	St. Respite (Escheat)	MATF & St. CG Sup.	YCM	Program Income	Cash Match	In-Kind Match	TOTAL
A	Access Services																
A-1	Care Management			34,065					503,822					5,000		61,000	603,887
A-2	Case Coord/supp	143,611				62,872				52,432						29,000	287,915
A-3	Disaster Advocacy																-
A-4	Information & Assis	165,497		110,685						45,611						36,000	379,793
A-5	Outreach	80,000														9,000	89,000
A-6	Transportation	17,587		98,995									131,887	1,000		29,000	278,469
B	In-Home																
B-1	Chore																-
B-2	Home Care Assis																-
B-3	Home Injury Cntri																-
B-4	Homemaking	20,000					264,154	88,764								42,000	414,938
B-6	Home Health Aide																-
B-7	Medication Mgt	31,394														3,500	34,894
B-8	Personal Care	5,608					188,146	75,224								30,000	299,978
B-9	Assistive Device&Tech						15,000	5,000								2,500	22,500
B-10	Respite Care						247,906	78,497			103,327	34,625				62,000	516,355
B-11	Friendly Reassurance	20,000														2,500	22,500
C-10	Legal Assistance	50,549		30,377												9,700	90,626
C	Community Services																
C-1	Adult Day Care											159,146				23,000	222,146
C-2	Dementia ADC																-
C-6	Disease Prevent		54,487													7,000	61,487
C-7	Health Screening																-
C-8	Assist to Deaf																-
C-9	Home Repair																-
C-11	LTC Ombudsman	17,420			7,324											9,000	88,442
C-12	Sr Ctr Operations																-
C-13	Sr Ctr Staffing	49,466														6,400	55,866
C-14	Vision Services																-
C-15	Elder Abuse Prevnt															2,000	15,621
C-16	Counseling																-
C-17	Creat.Conf.CG@ CCC																-
C-18	Caregiver Supplint																-
C-19	Kinship Support			16,735												2,000	18,735
C-20	Caregiver E,S,T			43,798												5,000	48,798
*C-8	Program Develop	155,530														18,000	173,530
	Region Specific																
	a.																-
	b.																-
	c.																-
	d.																-
	e.																-
	7. CLP/ADRC Services																-
	8. MATF & St CG Sup A											32,635					32,635
Sp Co	SUPPRT SERV TOTAL	777,662	54,487	334,655	20,945	62,872	715,206	247,505	503,822	136,704	103,327	398,295		16,037	6,000	-	3,758,117

FY 2019 NUTRITION / OMBUDSMAN / RESPITE / KINSHIP - PROGRAM BUDGET DETAIL

Rev. 1/2018

Agency: The Senior Alliance Budget Period: 10/01/18 to 9/30/19
 PSA: 1C Date: 04/13/18 Rev. Number 0

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FY 2019 AREA PLAN GRANT BUDGET - TITLE III-C NUTRITION SERVICES DETAIL

Op Std	SERVICE CATEGORY	Title III C-1	Title III C-2	State Congregate	State HDM	NSIP	Program Income	Cash Match	In-Kind Match	TOTAL
	Nutrition Services									
C-3	Congregate Meals	445,940		21,063		69,447	95,000		71,000	702,450
B-5	Home Delivered Meals		1,059,564		923,678	474,835	275,000		310,000	3,043,077
C-4	Nutrition Counseling									-
C-5	Nutrition Education									-
	AAA RD/Nutritionist*									-
	Nutrition Services Total	445,940	1,059,564	21,063	923,678	544,282	370,000	-	381,000	3,745,527

*Registered Dietitian, Nutritionist or individual with comparable certification, as approved by AASA.

FY 2019 AREA PLAN GRANT BUDGET-TITLE VII LTC OMBUDSMAN DETAIL

Op Std	SERVICE CATEGORY	Title III-B	Title VII-A	Title VII-EAP	State NHO	MSO Fund	Program Income	Cash Match	In-Kind Match	TOTAL
	LTC Ombudsman Ser									
C-11	LTC Ombudsman	17,420	7,324		38,661	16,037	-	-	9,000	88,442
C-15	Elder Abuse Prevention	-	-	13,621			-	-	2,000	15,621
	Region Specific									-
	LTC Ombudsman Ser Total	17,420	7,324	13,621	38,661	16,037	-	-	11,000	104,063

FY 2019 AREA PLAN GRANT BUDGET- RESPITE SERVICE DETAIL

Op Std	SERVICES PROVIDED AS A FORM OF RESPITE CARE	Title III-B	Title III-E	State Alt Care	State Escheats	State In-Home	Merit Award Trust Fund	Program Income	Cash/In-Kind Match	TOTAL
B-1	Chore									-
B-4	Homemaking									-
B-2	Home Care Assistance									-
B-6	Home Health Aide									-
B-10	Meal Preparation/HDM									-
B-8	Personal Care									-
	Respite Service Total	-	-	-	-	-	-	-	-	-

FY 2019 AREA PLAN GRANT BUDGET-TITLE E- KINSHIP SERVICES DETAIL

Op Std	SERVICE CATEGORY	Title III-B	Title III-E				Program Income	Cash Match	In-Kind Match	TOTAL
	Kinship Ser. Amounts Only									
C-18	Caregiver Sup. Services	-	-							-
C-19	Kinship Support Services	-	16,735				-	-	2,000	18,735
C-20	Caregiver E,S,T	-	-							-
	Kinship Services Total	-	16,735	-	-	-	-	-	2,000	18,735

Planned Services Summary Page for FY 2019				PSA: 1C	
Service	Budgeted Funds	Percent of the Total	Method of Provision		
			Purchased	Contract	Direct
ACCESS SERVICES					
Care Management	\$ 603,887	8.05%			X
Case Coordination & Support	\$ 287,915	3.84%			X
Disaster Advocacy & Outreach Program	\$ -	0.00%			
Information & Assistance	\$ 379,793	5.06%			X
Outreach	\$ 89,000	1.19%			X
Transportation	\$ 278,469	3.71%		X	X
IN-HOME SERVICES					
Chore	\$ -	0.00%			
Home Care Assistance	\$ -	0.00%			
Home Injury Control	\$ -	0.00%			
Homemaking	\$ 414,938	5.53%	X		
Home Delivered Meals	\$ 3,043,077	40.55%		X	
Home Health Aide	\$ -	0.00%			
Medication Management	\$ 34,894	0.47%			X
Personal Care	\$ 299,978	4.00%	X		
Personal Emergency Response System	\$ 22,500	0.30%	X		
Respite Care	\$ 516,355	6.88%	X		
Friendly Reassurance	\$ 22,500	0.30%			X
COMMUNITY SERVICES					
Adult Day Services	\$ 222,148	2.96%		X	
Dementia Adult Day Care	\$ -	0.00%			
Congregate Meals	\$ 702,450	9.36%		X	
Nutrition Counseling	\$ -	0.00%			
Nutrition Education	\$ -	0.00%			
Disease Prevention/Health Promotion	\$ 61,487	0.82%		X	
Health Screening	\$ -	0.00%			
Assistance to the Hearing Impaired & Deaf	\$ -	0.00%			
Home Repair	\$ -	0.00%			
Legal Assistance	\$ 90,626	1.21%		X	
Long Term Care Ombudsman/Advocacy	\$ 88,442	1.18%			X
Senior Center Operations	\$ -	0.00%			
Senior Center Staffing	\$ 55,866	0.74%		X	
Vision Services	\$ -	0.00%			
Programs for Prevention of Elder Abuse,	\$ 15,621	0.21%		X	
Counseling Services	\$ -	0.00%			
Creating Confident Caregivers® (CCC)	\$ -	0.00%			
Caregiver Supplemental Services	\$ -	0.00%			
Kinship Support Services	\$ 18,735	0.25%		X	
Caregiver Education, Support, & Training	\$ 48,798	0.65%			X
AAA RD/Nutritionist	\$ -	0.00%			
PROGRAM DEVELOPMENT	\$ 173,530	2.31%			X
REGION-SPECIFIC					
a.	\$ -	0.00%			
b.	\$ -	0.00%			
c.	\$ -	0.00%			
d.	\$ -	0.00%			
e.	\$ -	0.00%			
CLP/ADRC SERVICES	\$ -	0.00%			
SUBTOTAL SERVICES	\$ 7,471,009				
MATF & ST CG ADMINISTRATION	\$ 32,635	0.43%			X
TOTAL PERCENT		100.00%	16.71%	56.42%	26.87%
TOTAL FUNDING	\$ 7,503,644		\$ 1,253,771	\$ 4,233,672	\$ 2,016,201

Note: Rounding variances may occur between the Budgeted Funds column total and the Total Funding under the Method of Provision columns due to percentages in the formula. Rounding variances of + or (-) \$1 are not considered material.

FY 2019 BUDGET REVIEW SPREADSHEET

Rev. 1/2018

Agency:	The Senior Alliance	1C		Fiscal Year:	FY 2019
Date of SGA:		SGA No.		Date Reviewed by AASA:	
Date of Budget:	04/13/18	Revision No.	0	Initials of Field Rep Approving:	
SGA CATEGORY	SGA AWARD	C/O AMOUNT	TOTAL	AAA COMMENTS	
Title III Administration	\$ 318,269		\$ 318,269		
State Administration	\$ 54,962		\$ 54,962		
Title III-B Services	\$ 777,662		\$ 777,662		
Title III-C-1 Services	\$ 445,940		\$ 445,940		
Title III-C-2 Services	\$ 1,059,564		\$ 1,059,564		
Federal Title III-D (Prev. Health)	\$ 54,487		\$ 54,487		
Title III-E Services (NFCSP)	\$ 334,655		\$ 334,655		
Title VII/A Services (LTC Ombuds)	\$ 7,324		\$ 7,324		
Title VII/EAP Services	\$ 13,621		\$ 13,621		
St. Access	\$ 62,872		\$ 62,872		
St. In Home	\$ 715,206		\$ 715,206		
St. Congregate Meals	\$ 21,063		\$ 21,063		
St. Home Delivered Meals	\$ 923,678		\$ 923,678		
St. Alternative Care	\$ 247,505		\$ 247,505		
St. Aging Network Sr. (St. ANS)	\$ 98,043		\$ 98,043		
St. Respite Care (Escheats)	\$ 103,327		\$ 103,327		
Merit Award Trust Fund (MATF)	\$ 362,643		\$ 362,643		
St. Caregiver Support (St. CG Sup.)	\$ 35,652		\$ 35,652		
St. Nursing Home Ombuds	\$ 38,661		\$ 38,661		
MSO Fund-LTC Ombudsman	\$ 16,037		\$ 16,037		
St. Care Mgt.	\$ 503,822		\$ 503,822		
NSIP	\$ 544,282		\$ 544,282		
SGA TOTALS:	\$ 6,739,275	\$ -	\$ 6,739,275		
Administrative Match Requirements					
ADMINISTRATION	BUDGET	SGA	DIFFERENCE	Minimum federal administration match amount	\$106,089
Federal Administration	\$ 318,269	\$ 318,269	\$ -	Administration match expended (State Adm. + Local Match)	\$106,962
State Administration	\$ 54,962	\$ 54,962	\$ -	Is the federal administration matched at a minimum 25%?	Yes
				Does federal administration budget equal SGA?	Yes
Sub-Total:	\$ 373,231	\$ 373,231	\$ -	Does state administration budget equal SGA?	Yes
MATF & St. CG Sup. Administration	\$ 32,635				
Local Administrative Match				Merit Award Trust Admin. & St. Caregiver Support Admin must be expended at or below 9% of	
Local Cash Match	\$ -			Total Merit Award Trust Fund & St. Caregiver Support Admin. Funds budgeted:	8%
Local In-Kind Match	\$ 52,000			Is Merit Award Trust Fund & St CG Support Admin. budgeted at 9% or less?	Yes
Sub-Total:	\$ 52,000			Amount of MATF Funds budgeted on Adult Day Care	\$ 199,148
Other Admin	\$ -	AIP TOT ADMIN	DIFFERENCE	Is at least 50% of MATF budgeted on Adult Day Care services?	Yes
Total Administration:	\$ 457,866	\$ 457,866	\$ -		
Title III-E Kinship Services Program Requirements					
SERVICES:	BUDGET	SGA	% BUDGETED	Are kinship services budgeted at > 5% of the AAA's Title III-E funding?	Yes
Federal Title III-B Services	\$ 777,662	\$ 777,662	100.0000%	Are kinship services budgeted at < 10% of the AAA's Title III-E funding?	Yes
Fed. Title III C-1 (Congregate)	\$ 445,940	\$ 445,940	100.0000%	[note: see TL #369 & TL#2007-141]	
State Congregate Nutrition	\$ 21,063	\$ 21,063	100.0000%	For Agencies required to budget a minimum of \$25,000 of Title III-E requirement met?	N/A
Federal C-2 (HDM)	\$ 1,059,564	\$ 1,059,564	100.0000%	Title III-B Long Term Care Ombudsman Maintenance of Effort Requirements	
State Home Delivered Meals	\$ 923,678	\$ 923,678	100.0000%	Amount required from Transmittal Letter #428. (see cell L 42)	\$10,946
Federal Title III-D (Prev. Health)	\$ 54,487	\$ 54,487	100.0000%	Budgeted amount Title III-B for LTC Ombudsman.	\$17,420
Federal Title III-E (NFCSP)	\$ 334,655	\$ 334,655	100.0000%	Is required maintenance of effort met?	Yes
St. Access	\$ 62,872	\$ 62,872	100.0000%		
St. In Home	\$ 715,206	\$ 715,206	100.0000%		
St. Alternative Care	\$ 247,505	\$ 247,505	100.0000%		
St. Care Mgt.	\$ 503,822	\$ 503,822	100.0000%	Service Match Requirements	
St. LTC Ombudsman	\$ 38,661	\$ 38,661	100.0000%	Minimum service match amount required	\$592,404
St. ANS	\$ 98,043	\$ 98,043	100.0000%	Service matched budgeted: (Local Cash + In-Kind)	\$761,600
Sub-Total:	\$ 5,283,158	\$ 5,283,158	100.0000%	Is the service allotment matched at a minimum 10%?	Yes
Local Service Match				Miscellaneous Budget Requirements / Constraints	
Local Cash Match	\$ -			Amounts budgeted for OAA / AASA Priority Services:	
Local In-Kind Match	\$ 761,600			Access:	\$426,695
				In-Home:	\$78,002
				Legal:	\$50,549
Sub-Total:	\$ 761,600			Total Budgeted for Priority Services:	\$555,246
Title VII/A Services (LTC Ombuds)	\$ 7,324	\$ 7,324	100.0000%	Are Access Services budgeted at minimum 10% of Original ACL Title III-B	Yes
Title VII/EAP Services	\$ 13,621	\$ 13,621	100.0000%	Are In Home Services budgeted at minimum 10% of Original ACL Title III-B	Yes
NSIP	\$ 544,282	\$ 544,282	100.0000%	Are Legal Services budgeted at minimum 6.5% of Original ACL Title III-B	Yes
St. Respite Care (Escheats)	\$ 103,327	\$ 103,327	100.0000%	(Actual % of Legal)	6.50%
MATF + St. CG Support	\$ 365,660	\$ 365,660	100.0000%	Title III-B award w/o carryover or Transfers in current SGA	\$777,662
MSO Fund-LTC Ombudsman	\$ 16,037	\$ 16,037	100.0000%	Amount budgeted for Program Development	\$155,530
TCM-Medicaid / CM	\$ -			% of Title III-B Program Development (must be 20% or less):	19.0%
Program Income	\$ 376,000			Is Program Development budgeted at 20% or less?	Yes
				Title III-D allotment with carryover:	\$54,487
Total Services:	\$ 7,471,009			Amount budgeted for EBDP Activities, per TL#2012-244:	\$54,487
Grand Total: Ser.+ Admin.	\$ 7,928,875			Is 100% of Title III-D budgeted on APPROVED EBDP?	Yes

PRIORITY SERVICE SECTION

Access Services	III-B Budget Amount
a. Care Management	\$0
b. Case Coord/supp	\$143,611
c. Disaster Advocacy	\$0
d. Information & Assis	\$185,497
e. Outreach	\$80,000
f. Transportation	\$17,587
Access Total:	\$426,695

(AAA Regional Access Service)
(AAA Regional Access Service)

In Home Services	III-B Budget Amount
a. Chore	\$0
b. Home Care Assis	\$0
c. Home Injury Cntrl	\$0
d. Homemaking	\$20,000
e. Home Health Aide	\$0
f. Medication Mgt	\$31,394
g. Personal Care	\$6,608
h. Assistive Device&Tech	\$0
i. Respite Care	\$0
j. Friendly Reassure	\$20,000
In Home Services Total:	\$78,002

(AAA Regional In-Home Service)
(AAA Regional In-Home Service)

Kinship Services	III-E Budget Amount
1. Caregiver Supplmt - Kinship Amount Only	\$0
2. Kinship Support	\$16,735
3. Caregiver E,S,T - Kinship Amount Only	\$0
	\$0
Kinship Services Total:	\$16,735

(Other Title III-E Kinship Service)
(Other Title III-E Kinship Service)

Title III-B award w/o carryover in SGA	\$777,662
a. Amt. Transferred into Title III-B	
b. Amt. Transferred out of Title III-B	
AoA Title III-B Award Total:	\$777,662

(Use ONLY If SGA Reflects Transfers)

(Always Enter Positive Number)
(Always Enter Positive Number)



**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #1**

AAA: The Senior Alliance

FISCAL YEAR: FY 2019

SERVICE: Care Management

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	23,879		332,291	5,000		40,617		401,787
Fringe Benefits	7,345		107,175			12,452		126,972
Travel	250		10,785			1,104		12,139
Training	250		4,239			449		4,938
Supplies	200		6,500			670		7,370
Occupancy	1,300		15,154			1,645		18,099
Communicatbns	500		1,028			152		1,680
Equipment			5,400			540		5,940
Other:	341		21,250			3,371		24,962
TCM								0
Purchased Services								0
								0
Totals	34,065	0	503,822	5,000	0	61,000	0	603,887

SERVICE AREA: 34 communities of Southern and Western Wayne County
(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY AIP? Yes No
If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #1

FY 2019

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	VALUE		VALUE	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		61,000		

**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #2**

AAA: The Senior Alliance

FISCAL YEAR: FY 2019

SERVICE: Information & Assistance

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	178,961		31,500			25,008		235,469
Fringe Benefits	55,367		10,710			6,029		72,106
Travel	4,580		1,000			620		6,200
Training	6,866		980			860		8,706
Supplies	2,290		921			370		3,581
Occupancy	14,285					1,560		15,845
Communicatbns	1,832		500			260		2,592
Equipment	4,580					500		5,080
Other:	27,421					2,793		30,214
Service Costs								0
Purchased Services								0
Totals	296,182	0	45,611	0	0	38,000	0	379,793

SERVICE AREA: 34 communities of Southern and Western Wayne County
(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY AIP? Yes No
If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #2

FY 2019

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	VALUE		VALUE	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		38,000		

**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #3**

AAA: The Senior Alliance

FISCAL YEAR: FY 2019

SERVICE: Outreach

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	50,030					5,531		55,561
Fringe Benefits	15,719					1,907		17,626
Travel	2,967					304		3,271
Training	480					50		530
Supplies	7,103					867		7,970
Occupancy	1,011					103		1,114
Communicatbns	470					50		520
Equipment	960					100		1,060
Other:	1,260					88		1,348
Service Costs								0
Purchased Services								0
								0
Totals	80,000	0	0	0	0	9,000	0	89,000

SERVICE AREA:

(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY AIP?

Yes No

If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #3

FY 2016

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	VALUE		VALUE	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		9,000		

**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #4**

AAA: The Senior Alliance

FISCAL YEAR: FY 2019

SERVICE: Case Coordination & Support

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	72,367		78,225			19,004		169,596
Fringe Benefits	24,152		22,530			5,877		52,559
Travel	7,860		3,824			885		12,569
Training	3,955		1,255			359		5,569
Supplies	2,929		725			135		3,789
Occupancy	9,825		2,247			840		12,912
Communicatbns	2,678		584			108		3,370
Equipment	5,894		2,039			502		8,435
Other:	13,951		3,875			1,290		19,116
Service Costs								0
Purchased Services								0
								0
Totals	143,611	0	115,304	0	0	29,000	0	287,915

SERVICE AREA: 34:Communities of Southern and Western Wayne County
(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY AIP? Yes No
If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #4

FY 2019

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	VALUE		VALUE	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		29,000		

**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #5**

AAA: The Senior Alliance					FISCAL YEAR: FY 2019			
SERVICE: Transportation								
LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	62,127		95,501	1,000		12,684		171,312
Fringe Benefits	17,250		28,380			3,326		48,956
Travel	8,538		4,555			2,047		15,140
Training	594					2,267		2,861
Supplies	2,686		3,451			2,204		8,341
Occupancy	463					2,900		3,363
Communicatbns	2,626					1,832		4,458
Equipment	4,711					1,740		6,451
Other:								0
Service Costs								0
Purchased Services								0
Totals	98,995	0	131,887	1,000	0	29,000	0	260,882

SERVICE AREA: 34 Communities of Southern and Western Wayne County
(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY 2014 AIP? Yes No
If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #5

FY 2019

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	VALUE		VALUE	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		29,000		

**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #6**

AAA: The Senior Alliance

FISCAL YEAR: FY 2019

SERVICE: Medication Management

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	19,201					2,281		21,482
Fringe Benefits	8,683					868		9,551
Travel	900					90		990
Training	550					55		605
Supplies	450					45		495
Occupancy	220					22		242
Communications	225					23		248
Equipment	200					20		220
Other:	965					97		1,062
Service Costs								0
Purchased Services								0
								0
Totals	31,394	0	0	0	0	3,500	0	34,894

SERVICE AREA: 34 Communities of Southern and Western Wayne County
(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY AIP? Yes No
If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #6

FY 2019

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		3,500		

**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #6**

AAA: The Senior Alliance

FISCAL YEAR: FY 2019

SERVICE: Friendly Reassurance

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	15,297					2,000		17,297
Fringe Benefits	4,703					500		5,203
Travel								0
Training								0
Supplies								0
Occupancy								0
Communications								0
Equipment								0
Other								0
Service Costs								0
Purchased Services								0
								0
Totals	20,000	0	0	0	0	2,500	0	22,500

SERVICE AREA: 34 Communities of Southern and Western Wayne County
(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY AIP? Yes No
If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #6 FY 2019

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	VALUE		VALUE	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		2,500		

**FY 2018 Annual Implementation Plan
Direct Service Budget Detail #6**

AAA: The Senior Alliance

FISCAL YEAR: FY 2019

SERVICE: LTC - Ombudsman

LINE ITEM	Federal OAA Title III Funds	Other Fed Funds (non-Title III)	State Funds	Program Income	Match		Other Resources	Total Budgeted
					Cash	In-Kind		
Wages/Salaries	15,135		34,206			5,260		54,601
Fringe Benefits	5,372		10,071			1,682		17,125
Travel	436		1,275			249		1,960
Training	1,048		1,275			285		2,608
Supplies	218		255			74		547
Occupancy	218		876			153		1,247
Communications	174		255			74		503
Equipment	218		298			74		590
Other	1,925		6,187			1,149		9,261
Service Costs								0
Purchased Services								0
								0
Totals	24,744	0	54,698	0	0	9,000	0	88,442

SERVICE AREA: 34 Communities of Southern and Western Wayne County
(List by County/City if service area is not entire PSA)

Does the Direct Service Budget reflect any changes to the one approved as part of the agency's FY AIP? Yes No
If yes, please describe:

SCHEDULE OF MATCH & OTHER RESOURCES #6 FY 2019

SOURCE OF FUNDS	MATCH		OTHER RESOURCES	
	VALUE		VALUE	
	Cash	In-Kind	Cash	In-Kind
Volunteer Time		9,000		

COMMUNITY SERVICES

Op Std	Community Services	Federal Funds				State Funds						
		Title III-B	Title III-D **	Title III-E	Title VIIA ----- Title VII EAP	St. Nursing Home Ombudsman	St. Alternative Care	St. Respite Care (Escheats)	MI State Ombudsman (MSO)	St. Merit Award Trust Fund (MATF)	St. Caregiver Support (St. CG Sup.)	St. Aging Network Services (St. ANS)
C-1	Adult Day Service	X		X			X	X		X	X	X
C-2	Dementia Adult Day Care	X		X			X	X		X	X	X
C-6	Disease Prevention/Health Promotion	X	X	X								
C-7	Health Screening	X										
C-8	Assistance to Hearing Impaired & Deaf	X										
C-9	Home Repair	X										
C-10	Legal Assistance	X		X								
C-11	Long Term Care Ombudsman	X			Title VII A X	X			X			
C-12	Senior Center Operations	X										
C-13	Senior Center Staffing	X										
C-14	Vision Services	X										
C-15	Prevention of Elder Abuse, Neglect & Exploitation	X			Title VII A & EAP X							
C-16	Counseling Services	X		X								
C-17	Creating Confident Caregivers® (CCC).	X	X	X								
C-18	Caregiver Supplemental Services	X		X								
C-19	Kinship Support Services	X		X								
C-20	Caregiver Education, Support & Training	X		X								

NUTRITION SERVICES

Op Std	Nutrition Service	Title III-C1 & State Congregate	Title III-C2 & State Home Delivered Meals	Title III-E	*NSIP	Requirements from AASA Transmittal letters that establish Fundable Service Categories Replaces: TL 367, 2005-102 & 2007-142 See TL343 & TL2006-111 for guidance re St. MATF See TL 2012-244 for guidance re Title D See TL 2012-256 for guidance re St. ANS
C-3	Congregate Meals	X			X	
B-5	Home Delivered Meals		X	X	X	
C-4	Nutrition Counseling	X	X	X		
C-5	Nutrition Education	X	X	X		

*NSIP funds are designated for actual food costs for OAA Title III eligible meals.

** Note for Title III D – All funds have to be used for Evidence-Based programs.

Rev Date 5/5/15

Full Program Title Name

Program Title on SGA

Title III Administration	Federal
State Administration	State
Title IIIB Supportive Services	Federal
Title IIIC-1 Services Congregate Meals	Federal
Title IIIC-2 Services Home Delivered Meals	Federal
Title IIID Services (Preventive Health)	Federal
Title IIIE Services (NFCSP) National Family Caregiver Support	Federal
Title VII/A Services (LTC Ombudsman)	Federal
Title VII/EAP Services Elder Abuse Prevention	Federal
State Access Services	State
State In-Home Services	State
State Congregate Meals	State
State Home Delivered Meals	State
State Alternative Care	State
State Aging Network Services (St. ANS)	State
State Caregiver Support	State
State Respite Care	State
State Merit Award Trust Fund (MATF)	State
State Nursing Home Ombs	State
Michigan State Ombudsman (MSO)	State
State Care Management	State
Nutrition Services Incentive Program (NSIP)	Federal

Title III Administration	
State Administration	
Title IIIB Supportive Services	
Title IIIC-1 Congregate Meals	
Title IIIC-2 Home Delivered Meals	
Title IIID Preventive Health	
Title IIIE Natl. Family Caregiver	
Title VII/A LTC Ombudsman	
Title VII/EAP Eld Abuse Prevention	
State Access Services	
State In-Home Services	
State Congregate Meals	
State Home Delivered Meals	
State Alternative Care	
State Aging Network Services (St. ANS)	
State Caregiver Support	
State Respite Care	
State Merit Award	
State Nursing Home Ombs	
Michigan State Ombudsman (MSO)	
State Care Management	
Nutrition Services Incentive Program (NSIP)	

MATCHING REQUIREMENTS

Revision date 1/26/2016

Revision to Transmittal Letter #2016-320

FEDERAL ADMINISTRATION TOTAL - MATCH REQUIRED: 25%

STATE 15%^[2] (AASA)

LOCAL 10% (AAAs)

FEDERAL & STATE SERVICES TOTAL - MATCH REQUIRED: 15%

STATE 5% (AASA)

LOCAL 10% (AAAs)

Table 1 below describes these requirements by source of funds.

Table 1 AAA Local Matching Requirement by Fund Source

Funding Source	Fund Source Name	AAA Local Match Requirement	Reference
Federal	Title III Administration	15% (a)	OAA of 1965 (d)
Federal	Title IIIB Supportive Services	10%	OAA of 1965
Federal	Title IIIC-1 Congregate Meals	10%	OAA of 1965
Federal	Title IIIC-2 Home Delivered Meals	10%	OAA of 1965
Federal	Title IIID Preventive Health	10%	OAA of 1965
Federal	Title IIIE Natl. Family Caregiver	10%	OAA of 1965
Federal	Title VII/EAP Eld Abuse Prevention	No Match Required	ACL CFDA
Federal	Title VII/A LTC Ombudsman	No Match Required	AoA Fiscal Guide (b)
Federal	Nutrition Services Incentive Program	No Match Required	AoA Fiscal Guide
State	State Administration	No Match Required	AASA
State	State Access Services	10%	AASA
State	State In-Home Services	10%	AASA
State	State Congregate Meals	10%	AASA
State	State Home Delivered Meals	10%	AASA
State	State Nursing Home Ombudsman	10%	AASA
State	State Alternative Care	10%	AASA
State	MI State Ombudsman Funds (MSO)	10%	AASA
State	State Merit Award Trust Fund	No Match Required	AASA TL #1006 (7/28/09)
State	State Caregiver Support	10%	AASA
State	State Respite Care	No Match Required	Public Act 171 of 1990
State	State Care Management	10%	AASA
State	State Aging Network Services	10%	AASA

(a) 15% is an approximate amount and may vary slightly after applying the state match amount.

(b) AoA is the acronym for the federal Administration on Aging

(c) Michigan Office of Long Term Care Supports and Services (OLTCSS)

(d) OAA is the acronym for the Older Americans Act

Per AoA requirements, if the required non-federal share is not provided by the completion date of the funded project period, to meet the match percentage, AoA will reduce the Federal dollars awarded when closing out the award, which may result in a requirement to return Federal funds. AASA verifies compliance with local matching requirements based upon a review of AAA FSRs.

[2] The exact percentage amount may vary slightly in order to meet the federal requirement.

EVIDENCE-BASED PROGRAMS PLANNED FOR FY 2019

Funded Under Disease Prevention Health Promotion Service Definition

Provide the information requested below for Evidence-Based Programs (EBDP) to be funded under Title III-D.

Beginning October 1, 2017 (FY 2018), Title III-D funds can only be used on health promotion programs that meet the highest level criteria as determined by the Administration for Community Living (ACL) Administration on Aging (AoA). Please see the "List of Approved EBDP Programs for Title III-D Funds" in the Document Library. Only programs from this list will be approved beginning in FY 2018. If funding has been allocated as a single amount for all Title III-D programs for a provider, enter on first line under "Funding Amount for This Service."

Provider Name	Program Name	Anticipated No. of Participants	Funding Amount For This Service
The National Kidney Foundation of Michigan	PATH, DPATH, Chronic Pain PATH, DPP, MOB, Enhance Fitness	134	\$31,927
Redford Township	Tai Chi for Arthritis	70	\$3,040
City of Garden City	Arthritis Foundation Exercise, Arthritis Foundation Tai Chi	70	\$6,120
City of Inkster	Enhance Fitness	80	\$7,600
Van Buren Township	Arthritis Foundation Exercise. Arthritis Foundation Tai Chi	70	\$2,900
Sumpter Township	Arthritis Foundation Exercise	25	\$2,900

EMERGENCY MANAGEMENT AND PREPAREDNESS

Minimum Elements for Area Agencies on Aging FY 2019 Annual Implementation Plan

After each general and nutrition minimum element for emergency preparedness, provide a brief description regarding how the AAA Emergency Preparedness Plan for FY 2019 will address the element.

Area Agency on Aging	The Senior Alliance: AAA 1-C
A. General Emergency Preparedness Minimum Elements (required by the Older American's Act).	
1. Anticipated expectations during a State or locally declared emergency/disaster. Include having a staff person (the area agency director or their designee) available for communication with AASA staff to provide real time information about service continuity (status of aging network service provider's ability to provide services).	
AAA Response: The Senior Alliance has designated an Agency Director to serve as the AASA communications liaison in the event of a State or locally declared emergency. The agency's Information Technology (IT) department has procedures in place for notifying affected staff who would then follow their departmental policies to ensure available and applicable support is provided to agency clientele with priority given to those at highest risk.	
2. Being prepared to identify and report on unmet needs of older individuals.	
AAA Response: To identify clients at highest risk and in need of support in the event of a State or local emergency, The Senior Alliance utilizes NAPIS enrollment and Compass reports.	
3. Being able to provide information about the number and location of vulnerable older persons receiving services from the area agency residing in geographic area(s) affected by the emergency/disaster.	
AAA Response: To identify clients at highest risk and in need of support in the event of a State or local emergency, The Senior Alliance utilizes NAPIS enrollment and Compass reports. TSA's contracted nutrition provider will explore creation of a emergency preparedness binder utilizing templates from MOWAA that includes applicable rosters, inventory, and volunteer lists. TSA will continue to monitor and update agency wide, client specific policies and procedures as appropriate.	
4. Being able to contact such affected older persons to determine their well-being.	
AAA Response: In the event of a State or local emergency, The Senior Alliance will work with our local Community Focal Points to identify any older adults who have been affected to provide available resources as appropriate. For older adults currently enrolled in a program/service that TSA directly provides, department specific policies outline communication procedures and provide reporting guidance for weather related and/or other emergency disaster relief management.	
5. Anticipated minimum expectations during a State or locally organized preparedness drill include being available to establish communication between AASA staff and area agency staff and being able to provide information upon request to both state and local emergency operation centers regarding the number and location of vulnerable older individuals residing in geographic areas affected by the drill.	
AAA Response: The Senior Alliance has designated an Agency Director to serve as the AASA communications liaison in the event of a State or locally declared emergency. The agency's Information Technology (IT) department has procedures in place for notifying affected staff who would then follow their departmental policies to ensure available and applicable support is provided to agency clientele with priority given to those at highest risk.	

B. Nutrition providers shall work with the respective area agency to develop a written emergency plan. The emergency plan shall address, but not be limited to the following elements:

1. Uninterrupted delivery of meals to home-delivered meals participants, including, but not limited to use of families and friends, volunteers, shelf-stable meals and informal support systems.

AAA Response: The Senior Alliance's Contract Specialist provides technical assistance to our Home Delivered, Congregate, Halal, and Liquid nutrition Vendor who monitors the service sub-contractors' emergency plan, including volunteer management. In the event of an emergency, the Vendor's sub-contractor is headquartered out of state (MS) and has the capability to supply up to 3 shelf-stable meals per client within 24 hours.

2. Provision of at least two, and preferably more, shelf-stable meals and instructions on how to use for home-delivered meal participants. Every effort should be made to assure that the emergency shelf-stable meals meet the nutrition guidelines. If it is not possible, shelf-stable meals will not be required to adhere to the guidelines. (MI-CHOICE participants may receive two emergency meals that are billed to MI-CHOICE. Additional emergency meals may be billed to Title III-C2).

AAA Response: Currently, shelf-stable and frozen-meals are delivered to Home Delivered Meals recipients in accordance to the Vendor's approved emergency response plan. In the event of an emergency, the Vendor's sub-contractor is headquartered out of state (MS) and has the capability to supply up to 3 shelf-stable meals per client within 24 hours. The subcontractor also has an Ohio location that could provide support as necessary.

3. Backup plan for food preparation if usual kitchen facility is unavailable.

AAA Response: The Senior Alliance's Contract Specialist provides technical assistance to our Home Delivered, Congregate, Halal, and Liquid nutrition Vendor and reviews their emergency preparedness plan to ensure continuity of service in the event the usual preparatory kitchen is unavailable. TSA's Nutrition Vendor's subcontractor has capacity to provide shelf-stable meals from MS or OH within 24 hours if necessary.

4. Agreements in place with volunteer agencies, individual volunteers, hospitals, long-term care facilities, other nutrition providers, or other agencies/groups that could be on standby to assist with food acquisition, meal preparation, and delivery.

AAA Response: The Senior Alliance participates with MDHHS' Region 2 South coalition for regional emergency preparedness activities, including receiving notifications of upcoming trainings and other applicable resource information. TSA Staff also participate with the Region 2 South Advisory Committee and Long Term Care sub-committee meetings as appropriate.

5. Communications system to alert congregate and home-delivered meals participants of changes in meal site/delivery.

AAA Response: The Senior Alliance will explore emergency communication system options and re-evaluate existing procedures to determine gaps and opportunities in FY 2019. Currently, TSA's nutrition Vendor has a "phone tree" in place to address emergencies as they arise. The contracted nutrition vendor will begin review of their existing communication system (from congregate sites to county government level) and update as needed.

6. The plan shall cover all the sites and home-delivered meals participants for each nutrition provider, including sub-contractors of the AAA nutrition provider.

AAA Response: The Senior Alliance's Contract Specialist monitors the contracted nutrition provider's emergency response plan, and provides technical assistance as needed. Emergency preparedness plans will also be included into the HDM and Congregate meals volunteer manual (including expectations of Site Coordinators and drivers).

7. The plan shall be reviewed and approved by the respective area agency and submitted electronically to AASA for review.

AAA Response: The Senior Alliance's Contract Specialist will begin monitoring the contracted nutrition provider's emergency response plan as part of their annual assessment beginning in FY 2020. Regular communication with the nutrition provider is ongoing.

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 07/16/18

BOARD MTG. DATES: 07/17/18

Consent Agenda _____ **New Business** X _____ Unfinished Business _____ Public Hearing _____

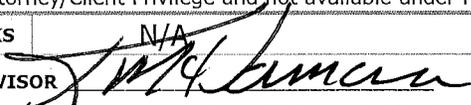
ITEM (SUBJECT)	To consider approval of the Conditional Rezoning Agreement between Van Buren Township and Harold Smith in association with the proposed rezoning of 50015 & 50061 Michigan Avenue otherwise known as the Harold Smith Farm.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, AICP – Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	
To consider approval of the Conditional Rezoning Agreement between Van Buren Township and Harold Smith in association with the proposed rezoning of 50015 & 50061 Michigan Avenue otherwise known as the Harold Smith Farm.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Please see attached summary letter.	

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Once approved the agreement will be executed and recorded

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	Approval

ATTORNEY RECOMMENDATION	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	N/A
APPROVAL OF SUPERVISOR	



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
Sharry A. Budd

TRUSTEE
Sherry A. Frazier

TRUSTEE
Kevin Martin

TRUSTEE
Reggie Miller

TRUSTEE
Paul D. White

July 11, 2018

Township Board of Trustees
46425 Tyler Road
Van Buren Township, MI 48111

RE: July 17, 2018 Township Board Meeting Project Pancake Approval Items

Honorable Trustees,

Before you at this meeting are three (3) separate approvals relating to the potential "Project Pancake" development which is a proposed automotive research and development facility which has the potential to be located at the Harold Smith Farm on Michigan Avenue west of Denton Road. The following is a summary of those three (3) approvals:

Conditional Rezoning Agreement

A conditional rezoning agreement is an agreement which includes voluntarily submitted conditions placed on the rezoning that future development on the site is subject to. Mr. Smith, in this attached agreement, offered a condition for a 400' buffer from the eastern property boundary adjacent to the residential homes in Denton Village. The conditional rezoning agreement does not allow any building within it nor does it allow any roads within the buffer. It does allow for the construction of the berms, landscaping, screening, fencing, stormwater control, underground and above ground utilities, and/or trails for non-motorized use. The intent of this area is to provide a significant buffer from the residential areas to limit impact on the adjacent residential areas. The agreement has been reviewed and recommended for approval by the Planning Commission and Township Attorney.

Rezoning

This approval is for the second reading of the rezoning of the property located at 50015 Michigan Avenue & 50061 Michigan Avenue from R1-C, single family residential to M-1, Light Industrial with conditions. The first reading was approved at the June 19, 2018 regular meeting of the Township Board. The conditional rezoning agreement has been reviewed by the Planning Consultant as well as the Township Attorney and approval has been recommended by both. The Planning Commission held a public hearing at the June 13, 2018 meeting. There were two (2) residents from the area who attended the meeting both of which were in support of the rezoning. A public informational meeting was also held on June 11, 2018 where all of the residents in the Denton Village Area south of Michigan Avenue were notified and their questions were answered regarding the rezoning.

Development Agreement

There is a request before the Township Board to consider approval of a development agreement between the potential developer and the Township. The main purpose of the development agreement is to make a modification to our typical development process to allow them to begin the earthwork and the construction of the building, berms, parking lot, and detention pond prior to winter setting in. In to ensure that the applicant sufficiently screens the site, the Township will be requiring a performance

46425 Tyler Road, Van Buren Twp., MI 48111-5217 Website: vanburen-mi.org

Telephone 734-699-8900 Fax 734-699-5213



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR
Kevin McNamara

CLERK
Leon Wright

TREASURER
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Kevin Martin

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Reggie Miller

TRUSTEE
Paul D. White

bond which covers the cost of landscaping installation on the site. This will allow us to install landscaping to sufficiently screen the property in the event the applicant walks away without completing the project. This development agreement in no way modifies any requirements of the Zoning Ordinance or Engineering Standards and this will still require that the applicant receive preliminary and final site plan approval from the Township Planning Commission. The modified approval process can be summarized as follows:

Phase 1 Approval: The Phase 1 approval shall be for site grading, stormwater, detention pond, building footprint and shell, parking lot, and the berms around the Property. After obtaining Phase 1 approval from the Township Planning Commission and the building plans have been reviewed for the building shell and foundation, the Township will issue a building permit to allow them to start construction. After the applicant receives approval from Wayne County and receives a soil erosion permit, the applicant can start the earthwork on the site.

Phase 2 Approval: The Phase 2 approval will be for the remainder of the approvals required by the Zoning Ordinance and Engineering Standards. This will be broken down into a preliminary approval and a final approval. The applicant will also submit for engineering approval during this time. Once final approval is granted and the necessary preconstruction requirements have been met the applicant will be able to commence construction on the underground utilities, site landscaping, and any other items which are required by the Zoning Ordinance and Engineering Standards.

It is anticipated that the applicant will be on the August 8 Planning Commission meeting for Phase 1 approval and they will be able to commence construction in late August/early September. I have attached the proposed development agreement to this letter along with the tentative site plan for your consideration. An additional informational meeting was conducted on July 10 at Township Hall where approximately ten (10) residents showed up and asked questions regarding the potential site plan. The applicants answered questions regarding driveway access, drainage, noise, and various other items.

If there are any questions regarding these above mentioned items please feel free to contact me. Thank you and I look forward to the Township Board's discussion on the matters.

Sincerely,

Ron Akers, AICP
Director of Planning and Economic Development

REZONING WITH CONDITIONS AGREEMENT

This Rezoning with Conditions Agreement (the "Agreement") is entered into effective as of this [August 3, 2018] by and between Harold W. Smith, successor trustee of the Edrhe Ann Smith Revocable Trust dated July 3, 1997, Douglas R. Smith, Trustee of the Douglas R. Smith Revocable Trust u/a/d March 5, 1993, Richard J. Moore and Frank C. Moore (as tenants in common) and Harold W. Smith, the address of which is 50015 and 50061 Michigan Avenue, Van Buren Township, MI 48111 (collectively, "Owner"), and the Charter Township of Van Buren, 46425 Tyler Road, Van Buren, MI 48111 ("Township"), a Michigan Municipal Corporation (collectively, the "Parties"). The Parties agree to the following terms and conditions:

1. Owner owns several adjacent parcels of land in Van Buren Township, specifically: Parcel Nos. 83-021-99-0002-000, 83-021-99-0001-000, 83-022-01-0003-004, 83-022-01-0004-003, 83-022-01-0005-005, 83-022-01-0006-001, 83-022-01-0007-001, 83-022-01-0008-003, 83-023-99-0005-000 (the "Combination Parcels"). Please see Exhibit A for the Parcel Map and Exhibit B for the Survey of the parcels (which includes both current and "as surveyed" combined legal descriptions). The parcels are currently zoned R-1C Single Family Residential.
2. Owner wishes to combine the parcels of land specified in paragraph 1, above, with the exception of Parcel No. 83-021-99-0002-000, also commonly known as 50015 Michigan Avenue,, which shall remain a separate parcel; the resulting two (2) parcels both shall be zoned M-1 Light Industrial with Conditions (as set forth in Exhibit D). One of the Conditions is the establishment of Residential Protection Areas as adopted in the Township's Master Plan, as shown on the attached Exhibit C. Owner understands that in order to combine the parcels, it must submit the proper application and any required application fee to the Township under the Land Division Act (P.A. 288 of 1967, as amended) to request that the parcels be legally combined. Therefore, contemporaneous with and notwithstanding this Agreement, Owner is filing the appropriate application with the Township to combine the Combination Parcels.

Owner also intends to request vacation of unused public right-of-ways that are on the Land, namely Cedar Street and Pine Street, which are adjacent to the following parcels: Parcel Nos. 83-022-01-0003-004, 83-022-01-0004-003, 83-022-01-0005-005, 83-022-01-0006-001, 83-022-01-0007-001, and 83-022-01-0008-003, which are part of the Denton Farms Plat, as recorded in Liber 40, Page 4 of Plats, Wayne County Records.

For the purposes of this Agreement, "**Land**" shall be defined as the newly-formed parcels with an M-1 Light Industrial with Conditions classification.

3. Owner desires to continue residing on the property at 50015 Michigan Avenue, Parcel No. 83-021-99-0002-000, as his primary residence, subject to the terms of any agreement Owner may enter into with a future user of the Land.
4. This Agreement is proposed by the Owner, and Owner acknowledges that this Agreement is consistent with and enforceable under all State, Federal, and Local laws, including, without

limitation, the Michigan zoning enabling act (MCL 125.3101 et seq.) and Section 12.507 of the Charter Township of Van Buren Zoning Ordinance. This Agreement is valid and entered into on a voluntary basis, and represents a permissible exercise of authority on the part of the Township. No permit of approval shall be granted for any use or development that is contrary to this Agreement.

5. All Parties agree and understand that the Land shall not be developed or used in a way that is inconsistent with the requirements of this Agreement or of the Charter Township of Van Buren Zoning Ordinance (the "Zoning Ordinance"). Owner shall use the Land in compliance with all of the conditions set forth in this Agreement and the Zoning Ordinance. Any failure to comply with such a condition shall constitute a violation of this Agreement and the Zoning Ordinance. Additionally, any such violation shall be deemed a nuisance *per se* and subject to judicial abatement as provided by law and the Zoning Ordinance.
6. This Agreement shall be binding upon and inure to the benefit of the Township and Owner, and their respective heirs, successors, assigns, and transferees. Upon recordation, this Agreement shall run with the land.
7. This Agreement is consistent with Zoning Ordinance Section 12.507, and shall be recorded.
8. In accordance with Zoning Ordinance Section 12.507(H), this Agreement will expire on [August 3, 2019] unless substantial progress towards obtaining site plan and other required approvals has been made, and this Agreement shall expire on [August 3, 2020] unless development of the Land has substantially begun by such date and is proceeding diligently and in good faith as required by such ordinance to completion. If this Agreement expires in the manner set forth in the foregoing sentence, the Parties understand that no development, nor any permits for development, shall be issued, until the new zoning classification of the Land has been established.
9. Each of the terms and conditions in this Agreement set forth a necessary and reasonable measure which, when taken into consideration with all other conditions and requirements, is roughly proportional to the increased impact represented by the use represented in this Agreement, taking into consideration the changed zoning reclassification and the specific use zoning classification granted.
10. Nothing in this Agreement shall be deemed to prohibit the Township from further rezoning all or any portion of the Land to another zoning classification. Any rezoning shall be conducted in compliance with the Zoning Ordinance and the Zoning Enabling Act (MCL 125.3010 *et seq.*). The Owner, its heir, successors, assigns and subsequent owners shall obtain the rights of an owner of a nonconforming use (as provided for in the Zoning Ordinance) or statutory right, whichever is greater. The "nonconforming use" provision provided in this paragraph notwithstanding, any classification or rezoning shall be conducted in compliance with Township zoning regulations.
11. Violations of the terms of this Agreement by Owner shall be deemed a violation of the Zoning Ordinance and the Township shall have all remedies available to it accordingly, including immediate termination of this Agreement. Owner acknowledges that if it violates the terms of this Agreement, the reclassification and rezoning of the land referenced herein shall automatically and

without need for Township action revert back to its original zoning designation, and all rezoning approval(s) contained herein will be revoked.

12. Owner is attaching the specific Conditions to this Agreement, attached as Exhibit D. Owner understands that all Exhibits to this Agreement supplement, but do not replace, any requirements for any preliminary or final site plans, special land use, or variance review and approval.
13. For the purposes of this Agreement, Owner shall be defined as the current Owner, and any subsequent person or entity that has an ownership interest in the Land.
14. This Agreement may not be modified, replaced, amended or terminated except as provided for in this Agreement and the Zoning Ordinance. This Agreement may be amended in the same manner as is prescribed for the original rezoning and Statement of Conditions and the Zoning Ordinance.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and ordinances of the Charter Township of Van Buren.
16. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
17. The Owner represents and warrants that the person executing this Agreement on behalf of Owner has full and complete authority to do so, does so freely, and voluntarily offering and consent to the provisions and conditions in this Agreement and its exhibits, on behalf of Owner.

[SIGNATURES ON FOLLOWING PAGES]

OWNER:

Harold W. Smith, successor trustee of the Edrhe
Ann Smith Revocable Trust dated July 3, 1997

Douglas R. Smith, Trustee of the Douglas R.
Smith Revocable Trust u/a/d March 5, 1993

Mary Lou Moore, individually and as personal
representative of the estate of Richard J. Moore
(dec.)

Frank C. Moore

Harold W. Smith

CHARTER TOWNSHIP OF VAN BUREN

By: Kevin McNamara
Its: Supervisor

By: Leon Wright
Its: Clerk

[NOTARY JURATS ON FOLLOWING PAGES]

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 2018, by Harold W. Smith, successor trustee of the Edrhe Ann Smith Revocable Trust dated July 3, 1997, for the trust.

Notary Stamp

Notary Signature

Notary Name

County (of Appointment): _____, Michigan

Date commission expires: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 2018, by Douglas R. Smith, Trustee of the Douglas R. Smith Revocable Trust u/a/d March 5, 1993, for the trust.

Notary Stamp

Notary Signature

Notary Name

County (of Appointment): _____, Michigan

Date commission expires: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 2018, by Mary Lou Moore, individually and as personal representative of the estate of Richard J. Moore (dec.)

Notary Stamp

Notary Signature

Notary Name

County (of Appointment): _____, Michigan

Date commission expires: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 2018, by Frank C. Moore.

Notary Stamp

Notary Signature

Notary Name

County (of Appointment): _____, Michigan

Date commission expires: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 2018, by Harold W. Smith.

Notary Stamp

Notary Signature

Notary Name

County (of Appointment): _____, Michigan

Date commission expires: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 2018, by Kevin McNamara, Supervisor of Charter Township of Van Buren, on behalf of the Township.

Notary Stamp

Notary Signature

Notary Name

County (of Appointment): _____, Michigan

Date commission expires: _____

Acknowledged before me in _____ County, Michigan, on this ____ day of _____, 2018, by Leon Wright, Clerk of Charter Township of Van Buren, on behalf of the Township.

Notary Stamp

Notary Signature

Notary Name

County (of Appointment): _____, Michigan

Date commission expires: _____

PREPARED BY:

Dickinson Wright, PLLC
350 S. Main Street, Suite 300
Ann Arbor, MI 48104
Attn: Mark Heusel, Esq.

WHEN RECORDED RETURN TO:

Dickinson Wright, PLLC
350 S. Main Street, Suite 300
Ann Arbor, MI 48104
Attn: Mark Heusel, Esq.

EXHIBIT A PARCEL MAP

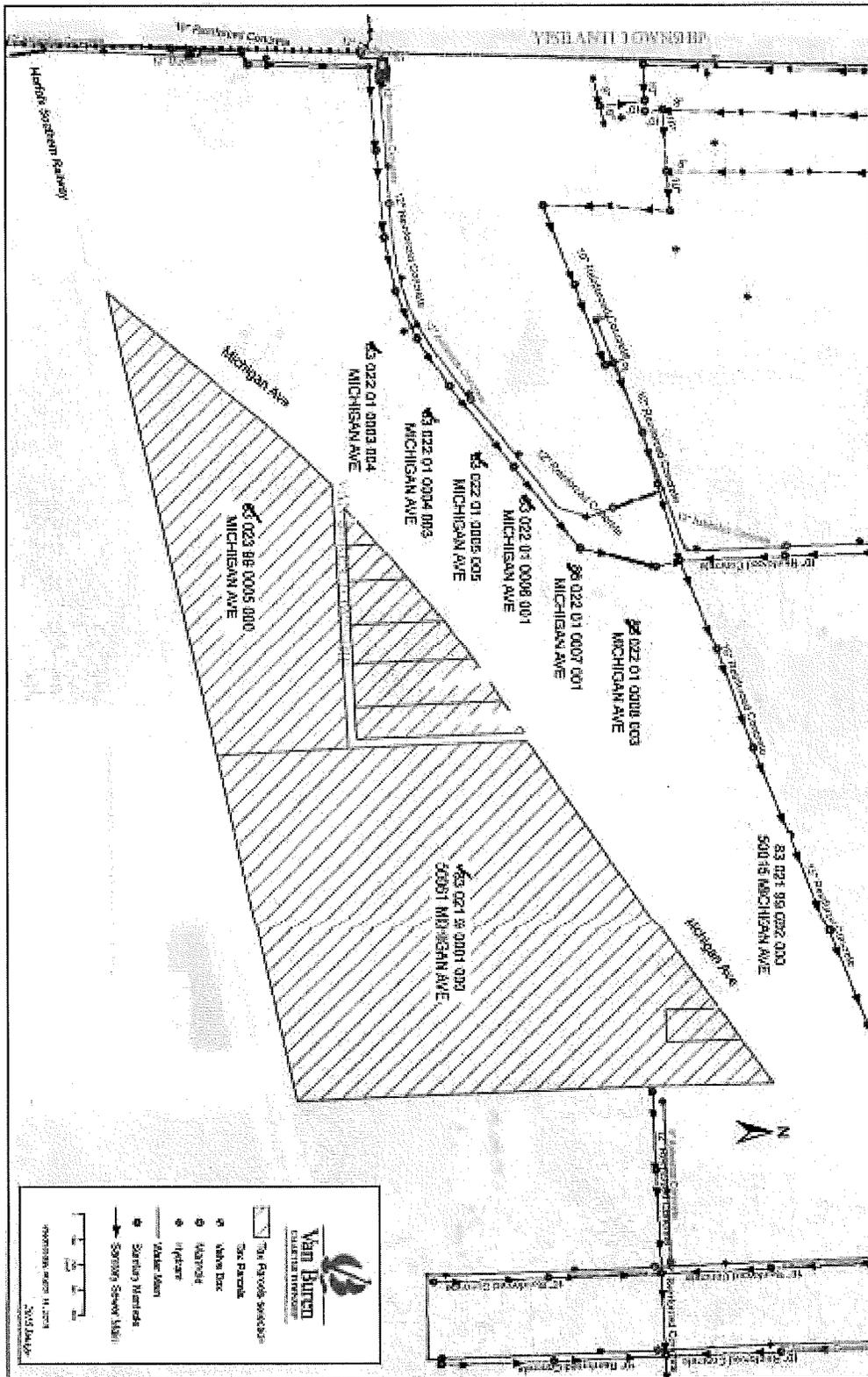


EXHIBIT B
SURVEY (WITH LEGAL DESCRIPTIONS)

EXHIBIT C
TOWNSHIP MASTER PLAN

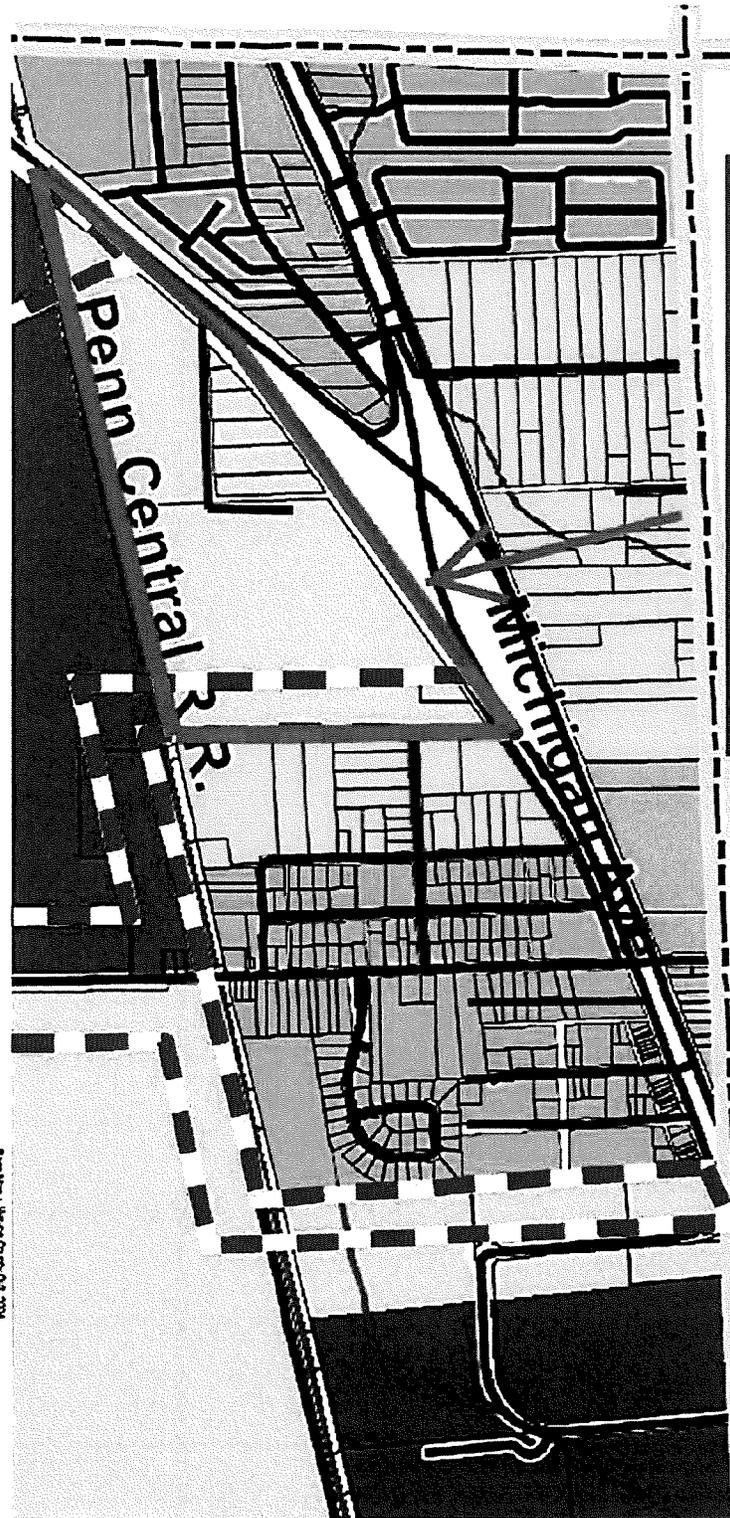


EXHIBIT D
CONDITIONS TO CONDITIONAL REZONING AGREEMENT

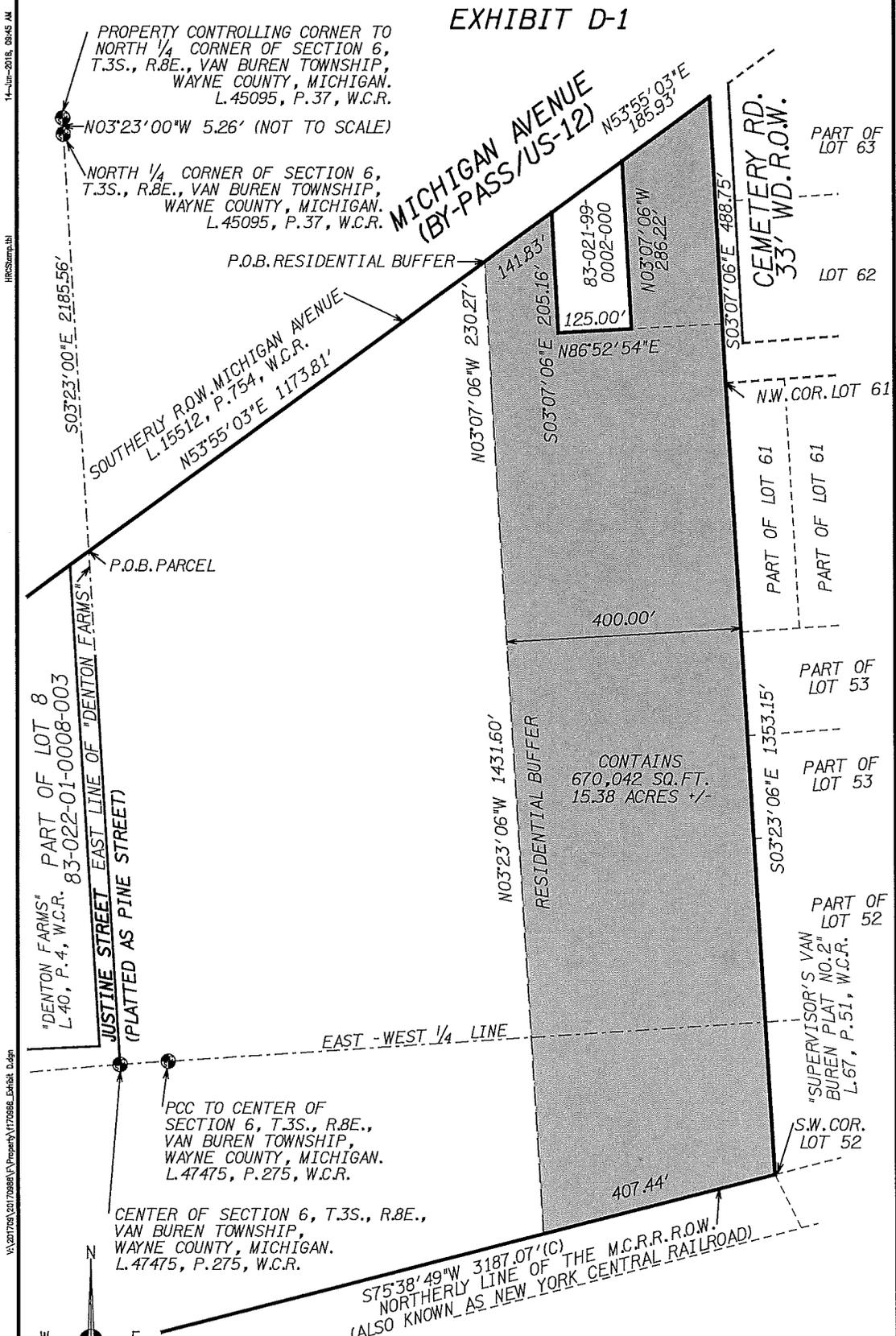
In consideration of Owner's obligations as contained in this Agreement and subject to Owner obtaining all permits and approvals from the Township and other agencies with jurisdiction, Owner and Township agree to the following terms as to Owner's rights to develop the Land:

1. Consistent with MCL 125.3405, the Land is (or has been) comprised of (i) those parcels that have been combined from several separate parcels specified in Exhibits A and B of this Agreement, and (ii) Parcel No. 83-021-99-0002-000, which shall remain a separate parcel from the combined parcels. This parcel combination will be effectuated before, or as a condition of the rezoning. Owner acknowledges and understands that the Township's acquiescence to the terms of this Agreement are entirely contingent on the Township's approval of its separate application to combine the parcels under the Land Division Act (being P.A. 288 of 1967, as amended).
2. Subject to site plan review and approval, and, if necessary, special land use review and approval, including any conditions that may be imposed therein and all other requirements and approvals, the Land shall be permitted to be developed and used in a manner consistent with the M-1 Zoning District and the Zoning Ordinance.
3. As a condition for rezoning the Land to the M-1 Zoning District, Owner, and its successors and assigns shall agree that within the Residential Protection Areas described herein and depicted on Exhibit D-1, Owner shall be permitted to use such land within the Residential Protection Areas for open space and to serve as a buffer for any future development. Such uses may include berming, landscape screening, such as trees and other plantings or natural ornaments, fencing, stormwater control (e.g., retention, detention, drains etc.), underground utilities, footpaths and/or trails for non-motorized use, light poles and fixtures, above ground utilities, structures and mechanical equipment, walls, access to the Residential Protection Areas for maintaining the aforementioned uses, and other uses as may be permitted by the Planning Commission or the Director of Planning and Economic Development, as applicable, in accordance with the setback provisions of the Zoning Ordinance for the M-1 Zoning District. The Township's ordinary setbacks for the Land shall be included within the Residential Protection Areas, and not be in addition to it. Moreover, if the residential use of Parcel No. 83-021-99-0002-000 is ever discontinued, such parcel shall be included within the Residential Buffer Area. All uses shall also be subject to the requirements and conditions of this Agreement and the Zoning Ordinance. The development and use of the Land shall be permitted in accordance with this Agreement and with permitted and special land uses of the Zoning Ordinance.
4. Owner shall not develop and use the Land in a manner inconsistent with this Agreement or the Zoning Ordinance, unless this Agreement is amended mutually by the Township and Owner, following public hearing, or the Owner determines to develop and use the Land in accordance with the zoning applicable to the Land upon a termination in accordance with paragraph 11 of the Agreement.
5. Site plan review and approval, and, if necessary, special land use review and approval, shall be governed by the Zoning Ordinance provisions applicable to the M-1 Zoning District, subject to the provisions of this Agreement. In the case of conflict, this more restrictive provisions shall govern. The Township reserves the right to review any special land use applications and, if necessary, deny them if they do not meeting the requirements of the Zoning Ordinance.

6. With the exception of land within the Residential Protections Areas, the remaining Land may be used for development consistent with the M-1 Zoning District, and subject to obtaining all required approvals from the Township and all other agencies with jurisdiction, including, if necessary, special land use review in accordance with all provisions of the Zoning Ordinance.

EXHIBIT D-1
DESCRIPTION OF RESIDENTIAL PROTECTION AREAS

EXHIBIT D-1



14-Jun-2018, 09:45 AM
 HRCStamp.tbl
 V:\2017\03\20170986\1\Property\170986_Exhibit D.dwg
 Plot: 1

SCALE: 1" = 200'

JOB NO.
20170986
DATE
MAY 17, 2018

HRC
HUBBELL, ROTH & CLARK, INC
 CONSULTING ENGINEERS SINCE 1915

555 HULET DRIVE
 BLOOMFIELD HILLS, MICH.
 PHONE: (248) 454-6300
 FAX (1st. Floor): (248) 454-6312
 FAX (2nd. Floor): (248) 454-6359
 WEB SITE: <http://www.hrcenr.com>

P.O. BOX 824
 48303 - 0824
 SHEET NO.
 1
 OF 2

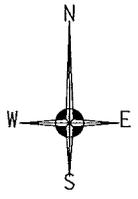
17-May-2018, 08:44 AM

HRCStamp.tbl

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EXHIBIT D-1



SCALE: 1" = 200'

PROPERTY CONTROLLING CORNER TO
NORTH 1/4 CORNER OF SECTION 6,
T.3S., R.8E., VAN BUREN TOWNSHIP,
WAYNE COUNTY, MICHIGAN.
L. 45095, P. 37, W.C.R.

N03°23'00"W 5.26' (NOT TO SCALE)

NORTH 1/4 CORNER OF SECTION 6,
T.3S., R.8E., VAN BUREN TOWNSHIP,
WAYNE COUNTY, MICHIGAN.
L. 45095, P. 37, W.C.R.

S03°23'00"E 2185.56'

MICHIGAN AVENUE (BY-PASS/US-12)

EAST - WEST 1/4 LINE

L = 1550.38'
R = 5629.65' (R)
Δ = 15°46'44"
CH = S46°01'41"W
1545.49'

83-023-99-0005-000

SOUTHERLY ROW MICHIGAN AVENUE
L. 1551.12, P. 754, W.C.R.

RESIDENTIAL BUFFER
CONTAINS
48,710 SQ. FT.
1.12 ACRES +/-

NORTHERLY LINE OF THE M.C.R.R. R.O.W.
(ALSO KNOWN AS NEW YORK CENTRAL ROAD)

S38°08'18"W 176.34'
N38°08'18"E 400.00'
S75°38'49"W 400.00'

S53°06'29"E
251.227'

S75°38'49"W 3187.07' (C)

S53°55'03"W
221.48'
P.O.B. PARCEL

"DENTON FARMS"
L. 40, P. 4, W.C.R.

CEDAR STREET

83-023-4-99-0006-701-2

JOB NO. 20170986	 HUBBELL, ROTH & CLARK, INC CONSULTING ENGINEERS SINCE 1915	555 HULET DRIVE BLOOMFIELD HILLS, MICH.	P.O. BOX 824 48303 - 0824	SHEET NO.
DATE MAY 17, 2018		PHONE: (248) 454-6300 FAX (1st. Floor): (248) 454-6312 FAX (2nd. Floor): (248) 454-6359 WEB SITE: http:// www.hrcenr.com	2	OF 2

Exhibit D-1

DESCRIPTION OF RESIDENTIAL BUFFER

Part of the East 1/2 of Section 6, T.3S., R.8E, Township of Van Buren, Wayne County, Michigan, described as: Commencing at the North 1/4 corner of said Section 6 as remonumented and recorded in Liber 45095, Page 37, Wayne County Records; thence North 03 Degrees 23 Minutes 00 Seconds West 5.26 feet to a property controlling corner as remonumented and recorded in Liber 45095, Page 37, Wayne County Records; thence along the North and South 1/4 line of said Section 6, South 03 Degrees 23 Minutes 00 Seconds East 2,185.56 feet to a point on the Southerly right of way line of Michigan Avenue (By-Pass, variable right of way width) and a point on the East line of said "Denton Farms"; thence North 53 Degrees 55 Minutes 03 Seconds East 1,173.81 feet along said Southerly right of way line to the Point of Beginning; thence continuing North 53 Degrees 55 Minutes 03 Seconds East 141.83 feet along said Southerly right of way line; thence South 03 Degrees 07 Minutes 06 Seconds East 205.16 feet; thence North 86 Degrees 52 Minutes 54 Seconds East 125.00 feet; thence North 03 Degrees 07 Minutes 06 Seconds West 286.22 feet to a point on said Southerly right of way line; thence North 53 Degrees 55 Minutes 03 Seconds East 185.93 feet along said Southerly right of way line to a point on the West right of way line of Cemetery Road (33 foot wide right of way) in "Supervisor's Van Buren Plat No. 2" of part of the East 1/4 of Section 6, T.3S., R.8E., Van Buren township, Wayne County, Michigan, as recorded in Liber 67 of Plats, Page 51, Wayne County Records; thence South 03 Degrees 07 Minutes 06 Seconds East 488.75 feet along said West right of way line to the Northwest corner of Lot 61 of said "Supervisor's Van Buren Plat No. 2"; thence South 03 Degrees 23 Minutes 06 Seconds East 1,353.15 feet along the West line said "Supervisor's Van Buren Plat No. 2" to the Southwest corner of Lot 52 of said "Supervisor's Van Buren Plat No. 2" and a point on the Northerly line of the M.C.R.R. right of way; thence South 75 Degrees 38 Degrees 49 Minutes West 407.44 feet along said Northerly right of way line; thence North 03 Degrees 23 Minutes 06 Seconds West 1,431.60 feet; thence North 03 Degrees 07 Minutes 06 Seconds West 230.27 feet to the Point of Beginning. Said description contains 670,042 square feet, or 15.38 acres, more or less.

And ALSO,

Part of the Southwest 1/4 of Section 6, T.3S., R.8E, Township of Van Buren, Wayne County, Michigan, described as: Commencing at the North 1/4 corner of said Section 6 as remonumented and recorded in Liber 45095, Page 37, Wayne County Records; thence North 03 Degrees 23 Minutes 00 Seconds West 5.26 feet to a property controlling corner as remonumented and recorded in Liber 45095, Page 37, Wayne County Records; thence along the North and South 1/4 line of said Section 6, South 03 Degrees 23 Minutes 00 Seconds East 2,185.56 feet to a point on the Southerly right of way line of Michigan Avenue (By-Pass, variable right of way width) and a point on the East line of said "Denton Farms"; thence South 53 Degrees 55 Minutes 03 Seconds West 221.48 feet; thence along a curve to the left 1,550.38 feet, said curve having a radius of 5629.65 feet, and a chord bearing South 46 Degrees 01 Minutes 41 Seconds West 1545.49 feet; thence South 38 Degrees 08 Minutes 18 Seconds West 176.34 feet to the Point of Beginning; thence South 33 Degrees 06 Minutes 26 Seconds East 257.21 feet to a point on the Northerly line of the M.C.R.R. right of way; thence South 75 Degrees 38 Degrees 49 Minutes West 400.00 feet along said Northerly right of way line to a point on Southerly right of way line of said Michigan Avenue; thence North 38 Degrees 08 Minutes 18 Seconds East 400.00 feet along said Southerly right of way line to the Point of Beginning. Said description contains 48,710 square feet, or 1.12 acres, more or less.

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 07/16/18

BOARD MTG. DATES: 07/17/18

Consent Agenda _____ **New Business** X Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	To consider approval of the Development Agreement between Van Buren Township and the potential developer for Project Pancake.
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, AICP – Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	N/A

Agenda topic

ACTION REQUESTED	To consider approval of the Development Agreement between Van Buren Township and the potential developer for Project Pancake.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	Please see attached summary letter.

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Once approved the agreement will be executed and recorded

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A

ATTORNEY RECOMMENDATION	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	

ADDITIONAL REMARKS	N/A
APPROVAL OF SUPERVISOR	



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR Kevin McNamara	CLERK Leon Wright	TREASURER Sharry A. Budd	
TRUSTEE Sherry A. Frazier	TRUSTEE Kevin Martin	TRUSTEE Reggie Miller	TRUSTEE Paul D. White

July 11, 2018

Township Board of Trustees
46425 Tyler Road
Van Buren Township, MI 48111

RE: July 17, 2018 Township Board Meeting Project Pancake Approval Items

Honorable Trustees,

Before you at this meeting are three (3) separate approvals relating to the potential "Project Pancake" development which is a proposed automotive research and development facility which has the potential to be located at the Harold Smith Farm on Michigan Avenue west of Denton Road. The following is a summary of those three (3) approvals:

Conditional Rezoning Agreement

A conditional rezoning agreement is an agreement which includes voluntarily submitted conditions placed on the rezoning that future development on the site is subject to. Mr. Smith, in this attached agreement, offered a condition for a 400' buffer from the eastern property boundary adjacent to the residential homes in Denton Village. The conditional rezoning agreement does not allow any building within it nor does it allow any roads within the buffer. It does allow for the construction of the berms, landscaping, screening, fencing, stormwater control, underground and above ground utilities, and/or trails for non-motorized use. The intent of this area is to provide a significant buffer from the residential areas to limit impact on the adjacent residential areas. The agreement has been reviewed and recommended for approval by the Planning Commission and Township Attorney.

Rezoning

This approval is for the second reading of the rezoning of the property located at 50015 Michigan Avenue & 50061 Michigan Avenue from R1-C, single family residential to M-1, Light Industrial with conditions. The first reading was approved at the June 19, 2018 regular meeting of the Township Board. The conditional rezoning agreement has been reviewed by the Planning Consultant as well as the Township Attorney and approval has been recommended by both. The Planning Commission held a public hearing at the June 13, 2018 meeting. There were two (2) residents from the area who attended the meeting both of which were in support of the rezoning. A public informational meeting was also held on June 11, 2018 where all of the residents in the Denton Village Area south of Michigan Avenue were notified and their questions were answered regarding the rezoning.

Development Agreement

There is a request before the Township Board to consider approval of a development agreement between the potential developer and the Township. The main purpose of the development agreement is to make a modification to our typical development process to allow them to begin the earthwork and the construction of the building, berms, parking lot, and detention pond prior to winter setting in. In to ensure that the applicant sufficiently screens the site, the Township will be requiring a performance



Charter Township of Van Buren

BOARD OF TRUSTEES

SUPERVISOR Kevin McNamara	CLERK Leon Wright	TREASURER Sharry A. Budd	
TRUSTEE Sherry A. Frazier	TRUSTEE Kevin Martin	TRUSTEE Reggie Miller	TRUSTEE Paul D. White

bond which covers the cost of landscaping installation on the site. This will allow us to install landscaping to sufficiently screen the property in the event the applicant walks away without completing the project. This development agreement in no way modifies any requirements of the Zoning Ordinance or Engineering Standards and this will still require that the applicant receive preliminary and final site plan approval from the Township Planning Commission. The modified approval process can be summarized as follows:

Phase 1 Approval: The Phase 1 approval shall be for site grading, stormwater, detention pond, building footprint and shell, parking lot, and the berms around the Property. After obtaining Phase 1 approval from the Township Planning Commission and the building plans have been reviewed for the building shell and foundation, the Township will issue a building permit to allow them to start construction. After the applicant receives approval from Wayne County and receives a soil erosion permit, the applicant can start the earthwork on the site.

Phase 2 Approval: The Phase 2 approval will be for the remainder of the approvals required by the Zoning Ordinance and Engineering Standards. This will be broken down into a preliminary approval and a final approval. The applicant will also submit for engineering approval during this time. Once final approval is granted and the necessary preconstruction requirements have been met the applicant will be able to commence construction on the underground utilities, site landscaping, and any other items which are required by the Zoning Ordinance and Engineering Standards.

It is anticipated that the applicant will be on the August 8 Planning Commission meeting for Phase 1 approval and they will be able to commence construction in late August/early September. I have attached the proposed development agreement to this letter along with the tentative site plan for your consideration. An additional informational meeting was conducted on July 10 at Township Hall where approximately ten (10) residents showed up and asked questions regarding the potential site plan. The applicants answered questions regarding driveway access, drainage, noise, and various other items.

If there are any questions regarding these above mentioned items please feel free to contact me. Thank you and I look forward to the Township Board's discussion on the matters.

Sincerely,

Ron Akers, AICP
Director of Planning and Economic Development

PROJECT PANCAKE RESEARCH AND DEVELOPMENT, INC.
DEVELOPMENT AGREEMENT

Entered into between:

Project Pancake Research and Development, Inc.

and

Charter Township of Van Buren, a Michigan Charter Township

Dated: July ____, 2018

TABLE OF CONTENTS

Exhibit A Legal Description of Property

PROJECT PANCAKE RESEARCH AND DEVELOPMENT, INC.
DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this ____ day of July, 2018 between Project Pancake Research and Development, Inc., a California corporation, with its principal office located at (Address) (“Developer”) and the Charter Township of Van Buren, a Michigan Charter Township, with its principal office located at 46425 Tyler Road, Van Buren Township, Michigan 48111 (the “Township”).

RECITALS

- A. Developer intends to purchase certain real property consisting of approximately 75 acres located in the Township which is more particularly described on Exhibit A attached hereto (the “Property”).
- B. Developer desires to develop the Property in two (2) phases as a Research and Development Facility (“RDF” or “Project”).
- C. Developer and the current owners of the Property have proposed a Rezoning with Conditions Agreement (“RCA”) to change the current zoning of the Property from R-1C Single Family Residential to M-1 Light Industrial with conditions. The terms and conditions of the RCA are fully incorporated into this Agreement by reference.
- D. The Township has determined that the Property, upon rezoning, qualifies for development as an RDF.

E. The Property is to be developed in two (2) phases the purpose of which is to allow Developer to immediately commence certain construction on the Property on an earlier schedule than is typical, subject to receipt of necessary approvals from the Township Planning Commission.

F. By entering into this Agreement, Developer and the Township desire to set forth the parties' obligations with respect to the Property and the Project and the terms and requirements under which the Property and the Project shall be developed, including the requirements of the Township's Zoning Ordinance ("Zoning Ordinance").

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

ARTICLE I

SUMMARY DESCRIPTION OF THE PROJECT

1.1 **Project Area.** The Project will occur on the Property, which is located along Michigan Avenue in the Township and is sometimes referred to as the Harold Smith Farm.

1.2 **Phased Development.** The Project is to be developed in two (2) phases as follows:

Phase 1: This phase of the Project on the Property shall consist of site grading, and construction of the stormwater detention pond, the building footprint and shell, the parking lot and berms.

Phase 2: This phase of the Project on the Property shall consist of all other remaining items required by the Township's Zoning Ordinance and Engineering Standards including, but not limited to, landscaping and screening, signage, woodland and tree preservation, exterior lighting, loading and unloading, site engineering, and utilities. Developer intends to seek approval of the remaining items through preliminary site plan approval within the next 60 days and final site plan approval within 180 days of this Agreement.

ARTICLE II

ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT

2.1 **Development Standards**. The Property and Phase 1 and 2 shall be developed and improved in compliance with the following (collectively, the "Development Standards"):

- (a) The Township Zoning Ordinance, particularly Chapter 2, Site Plan Development and Section 12.212.

- (b) The terms and conditions of this Agreement.
- (c) The terms and conditions of the RCA.
- (d) Conditions, if any, imposed by the Planning Commission and/or Township Board, which are consistent with the Township's Ordinances and applicable law.

2.2 **Procedure for Approval of Phases.**

Phase 1

- (a) The purpose of the Agreement is to structure the approvals in a way which allows for the Developer to start some of the construction earlier than is typically allowed. In exchange for this, the Township shall receive a performance guarantee from the Developer for the installation of landscaping for the Property. The approvals will be broken down as follows:
 - (i) Phase 1 site plan approval will be for the site grading, stormwater detention pond, building footprint and shell, parking lot, and the berms around the Property.
 - (ii) After obtaining Phase 1 site plan approval, the Township will review building plans and issue building permits for the building shell and

foundations. This approval will also give the Developer the ability to begin performing site grading, erosion control, and earthwork necessary to dig out the detention pond, install the parking lot, construct the berms on the Property, and otherwise prepare the land for development. Prior to issuing a building permit, the Township will require a performance guarantee from the Developer for the reasonable cost of the installation of the landscaping on the site. These costs will be based on a review of the Township's Zoning Ordinance and fees for replacement of any covered trees to be removed by Developer (\$350 per tree). The performance guarantee can either be a cash deposit, performance bond, certified check or automatically renewing irrevocable letter of credit acceptable to the Township.

- (iii) Site plans for Phase 1 should include necessary documents to verify the location and feasibility of the approval items and should include proposed building elevations.
- (iv) Any reference to "site plan" in this Agreement shall mean any site plans, preliminary or final, related to Phase 1 and/or Phase 2 submitted to the Township Planning Commission.

Phase 2

- (a) Phase 2 site plan approval will be for the remainder of the items required by the

Township's Zoning Ordinance. This approval will be broken down into two (2) separate approvals: These are Phase 2 preliminary site plan approval and Phase 2 final site plan approval. These approvals will follow the site plan review process described in Section 12.205 of the Township's Zoning Ordinance. The applicant may submit construction drawings to be reviewed by the Township's Engineer for compliance with the Township's Engineering Standards at any time during the site plan review process.

2.3 **Zoning and Engineering.** This Agreement shall, in no way, modify, amend, or otherwise change the provisions of the Township's Zoning Ordinance or the Township's Engineering Standards. This Agreement essentially provides an alternative timeframe to allow the Developer to start construction earlier than usual.

2.4 **Effect of Project.** To the extent this Agreement and Site Plan are silent on development issues, the Project shall fully comply with the Zoning Ordinance and other Township ordinance and regulation requirements. All improvements constructed in accordance with this Agreement and the Site Plan shall be deemed to be conforming under the Zoning Ordinance, and in compliance with all ordinances of the Township. The Project shall not be subject to any additional requirements contained in any amendments or additions to Township ordinances, laws, rules, regulations or codes adopted subsequent to the date of this Agreement which conflict with the provisions of this Agreement, including the Site Plan and/or any plans which are approved pursuant to this Agreement. However, development

of future phases of the Project (that is, development of any phases beyond Phase 1 and Phase 2 as described in this Agreement) shall comply with the Township Zoning Ordinance and other Township ordinance and regulations that are not inconsistent with this Agreement, and the Site Plan, in effect at the time that approval for subsequent phases is sought. . The rights, terms and conditions herein are unique to Developer's Project, and shall not be assignable to any other party, with the exception that Developer may assign such Agreement and the rights herein to a related affiliate, which may be organized by Developer for the sole purpose of developing and owning this Project.

- 2.5 **Termination.** If Developer has not obtained all required permits and approvals and commenced the Development of Phase 1 within one (1) year from the date of this Agreement or Phase 2 within eighteen (18) months from the date of this Agreement, this Agreement shall automatically become null, void and of no further effect.

ARTICLE III

PERFORMANCE GUARANTEE

- 3.1 **Performance Guarantee Requirements.** A performance guaranty covering the estimated cost of improvements as stated herein shall be provided by Developer as required by the Zoning Ordinance. Such performance guaranty shall be in the form

of a cash deposit, performance bond, certified check, or automatically renewing irrevocable letter of credit acceptable to the Township.

ARTICLE IV

TOWNSHIP'S RIGHTS AND OBLIGATIONS

- 4.1 **Permits and Authorizations.** The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to bring and/or construct all utilities necessary to service the Property and to otherwise develop and improve the Property in accordance with the Site Plan, provided the Developer has first made all requisite filings and submissions for permits, complied with the requirements for said permits or authorizations submittals, and paid all required fees. Any applications for permits or authorizations from the Township will be processed in the customary manner. The Township shall cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Site Plan and this Agreement.
- 4.2 **Final Site Plan Approval.** Developer acknowledges that, at the time of execution of this Agreement, Developer has not yet obtained final site plan approval for any of the Phases. The Planning Commission may impose additional conditions other than those contained in this Agreement during final site plan review and approval

with respect to a subsequent phase so long as those conditions are reasonable and consistent with the approvals previously given, the intent of this Agreement and the Township's Ordinances.

- 4.3 **Land Divisions and Combinations.** To facilitate the development and financing of the Phases of the Project, upon proper application, the Township shall approve a land division or combination for each development Phase, provided that such division or combination is in compliance with the Michigan Land Division Act and the Township Code. Developer shall provide all required documentation for a land division or combination, including surveys in electronic form. Developer shall not seek approval of a land division or combination until Developer has received final site plan approval for the area sought to be divided or combined. Notwithstanding the foregoing, pursuant to that certain letter dated June 12, 2018 from the Township to Brian P. Foley of Dickinson Wright PLLC (in its capacity as legal counsel for Developer), the Township acknowledges that its Parcel Division Board has granted preliminary approval (subject to specific conditions) of a request for combination of lots in connection with the Project, and such letter is incorporated herein by reference.

ARTICLE V

INSURANCE

5.1 **Insurance Requirements.** The Developer, or its subcontractors, shall not commence work on the Project until they have obtained the insurance required under this Section, and provided copies of the same to the Township. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Township.

(a) Workers' Compensation Insurance: The Developer, or its subcontractors, shall procure and maintain during the life of the Project, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

(b) Commercial General Liability Insurance:The Developer, or its subcontractors, shall procure and maintain during the life of the Project, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.

(c) Motor Vehicle Liability: The Developer, or its subcontractors, shall procure and maintain during the life of the Project Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit, Bodily Injury, and Property

Damage. Coverage shall include all owned vehicles, all non-owned vehicles used on the Project, and all hired vehicles.

- (d) Additional Insured: Commercial General Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: Van Buren Charter Township, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees, consultants and volunteers thereof.

Insurance coverage required by this Section 5.1 in excess of \$1,000,000 may be provided by “umbrella” policy or policies. The Developer shall provide a copy of the certificate of insurance each year upon renewal. If any of the above coverage changes during each year of the term of this Agreement, the Developer, or its subcontractors, shall deliver new certificates to the Township at least ten (10) days prior to the change date.

ARTICLE VI

- 6.1 ENFORCEMENT AND REMEDIES. In the event there is a failure by Developer to timely perform any obligation or undertaking required by this Agreement, the Township shall serve written notice upon Developer setting forth such deficiency and a demand that the deficiency be cured within thirty (30) days following the notice (with the exception of a deficiency reasonably determined by

the Township to constitute an impending and immediate danger to the health safety, and welfare of the public). If the deficiency set forth in the notice is not cured within said thirty (30) day period, and the deficiency relates to items which can be cured by the Township, the Township may enter upon the Property to cure the deficiency, and assess the cost of such cure, including any related administrative expense and reasonable attorney fees, to the Developer. The Township will not take action to enter upon the Property and cure the deficiency if, within the thirty (30) days following the Township's notice, the Developer has taken appropriate steps to cure the deficiency, and thereafter diligently pursues completion of the required work. In the event the Township enters upon the Property to cure the deficiency in accordance with this section, the Township may add to the actual cost to cure a sum equal to ten (10%) percent of the costs incurred by the Township in completing the same to cover the costs of servicing this Agreement. The Township may require the payments of said monies prior to the commencement of work. In any event, all costs shall be due and payable upon receipt by the Developer of a written invoice for the same from the Township with appropriate supporting documentation. Any costs not paid within thirty (30) days following the delivery of the invoice shall bear interest at the rate of one and one-half (1.5%) percent per month until paid. The payment obligation under this paragraph shall be secured by a lien against the Property, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to Developer, or in emergency circumstances, the date at which the Township incurred its first cost or expense in taking corrective action. Such security shall be

realized by placing a billing which has been unpaid by Developer for more than thirty (30) days on the delinquent tax rolls of the Township relative to the Property, to accumulate interest and penalties, and to be collected as and in the same manner as made and provided for collection of delinquent real property taxes in accordance with state law. In the discretion of the Township, such costs and expenses may be collected by suit initiated against Developer, and in such event, Developer shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such suit if the Township prevails in collecting funds.

- 6.2 **Township Remedies.** If the deficiency relates to a matter that cannot be cured through repair or maintenance by the Township (e.g. failure to maintain insurance, failure to provide performance guarantee), the notice shall set forth the deficiency and the date, time and place for a hearing before the Township Board for the purpose of allowing the Developer an opportunity to be heard as to the reasons for the deficiency, and what actions will be taken to correct the deficiency. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following the hearing described above, the Township Board determines that the obligation has not been fulfilled or has not been corrected within the time specified in the notice, or if an emergency situation exists as determined by the Township in its discretion, the Township shall have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under this Agreement, Township ordinances or state law:

- (a) Initiate legal action for the enforcement of any of the provisions set forth in the Agreement. In the event the Township obtains any relief as a result of litigation, Developer shall pay all court costs and reasonable attorney fees incurred by the Township in connection with such legal action.
- (b) The Township may issue a stop work order with cause as to any or all aspects of the Project, may deny issuance of any requested building permit or certificate of occupancy within the Project regardless of whether Developer is the named applicant for such permit or certificate of occupancy, and may suspend further inspections of any or all aspects of the Project pending a cure of any such deficiencies.

6.3 **Cumulative Remedies.** The rights and remedies accorded the Township pursuant to this Agreement, the ordinances of the Township and/or applicable law are cumulative and may be exercised in any order, without precluding the right of the Township to exercise any other right or remedy at a later time.

ARTICLE VII

7.1 LIMITED APPEAL RIGHTS AND DEVELOPER ACKNOWLEDGMENT.

Subject to the provisions of this Section 7.1, Developer may seek declaratory or other relief from the Wayne County Circuit Court or the United States District Court for the Eastern District of Michigan in the event of a dispute regarding this Agreement. No such request for relief shall relieve the Developer or the Township from any term, condition or provision of this Agreement, except to the extent performance is dependent upon resolution of the issue that is the subject of such Court action. Under no circumstances can any request for declaratory or other relief in connection with this Agreement provide for an award of damages, including attorney fees or other fees or costs, against the Township. No elected official, director, officer, agent, consultant or employee of the Township shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement. By execution of this Agreement, Developer and Township both agree that the conditions contained herein are fair, reasonable and equitable requirements and conditions; agree that this Agreement does not constitute a taking of property for any purpose or a violation of any constitutional rights; and agree to be bound by each and every provision of this Agreement. Furthermore, it is agreed that the undertakings described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the Project, and the increased service and facility loads caused by the Project; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially and economically desirable manner; and to achieve other legitimate objectives

authorized by law, and all such undertakings are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and welfare.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

- 8.1 **Modification.** This Agreement may not be modified, replaced, amended or terminated except by written agreement of the parties to this Agreement.
- 8.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 8.3 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 8.4 **Successors and Assigns.** The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement. Developer shall record, at its sole cost, a copy of this Agreement in the Wayne County Register of Deeds, and provide a recorded copy to the Township.
- 8.5 **RESERVED.**

- 8.6 **Authority.** This Agreement has been duly authorized by all necessary action of Developer and the Township, through the approval of the Township Board at a meeting in accordance with the laws of the State of Michigan, and the ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property in its respective entities to its terms and conditions.
- 8.7 **Partial Invalidity.** Invalidation of any of the provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- 8.8 **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township.
- 8.9 **Incorporation of Documents.** The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.
- 9.10 **Integration Clause.** This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless referenced in this Agreement. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless

embodied in a written amendatory or other agreement executed by the parties required herein, other than conditions which may be attached to final site plan approval by the Planning Commission.

[SIGNATURES ON FOLLOWING PAGE]

TOWNSHIP:

Charter Township of Van Buren,
a Michigan Charter Township

_____,
Supervisor

_____,
Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, Supervisor, and _____,
Clerk, of the Charter Township of Van Buren, a Michigan Charter Township.

Notary Public,
Wayne County, Michigan
My Commission expires: _____

PREPARED BY:

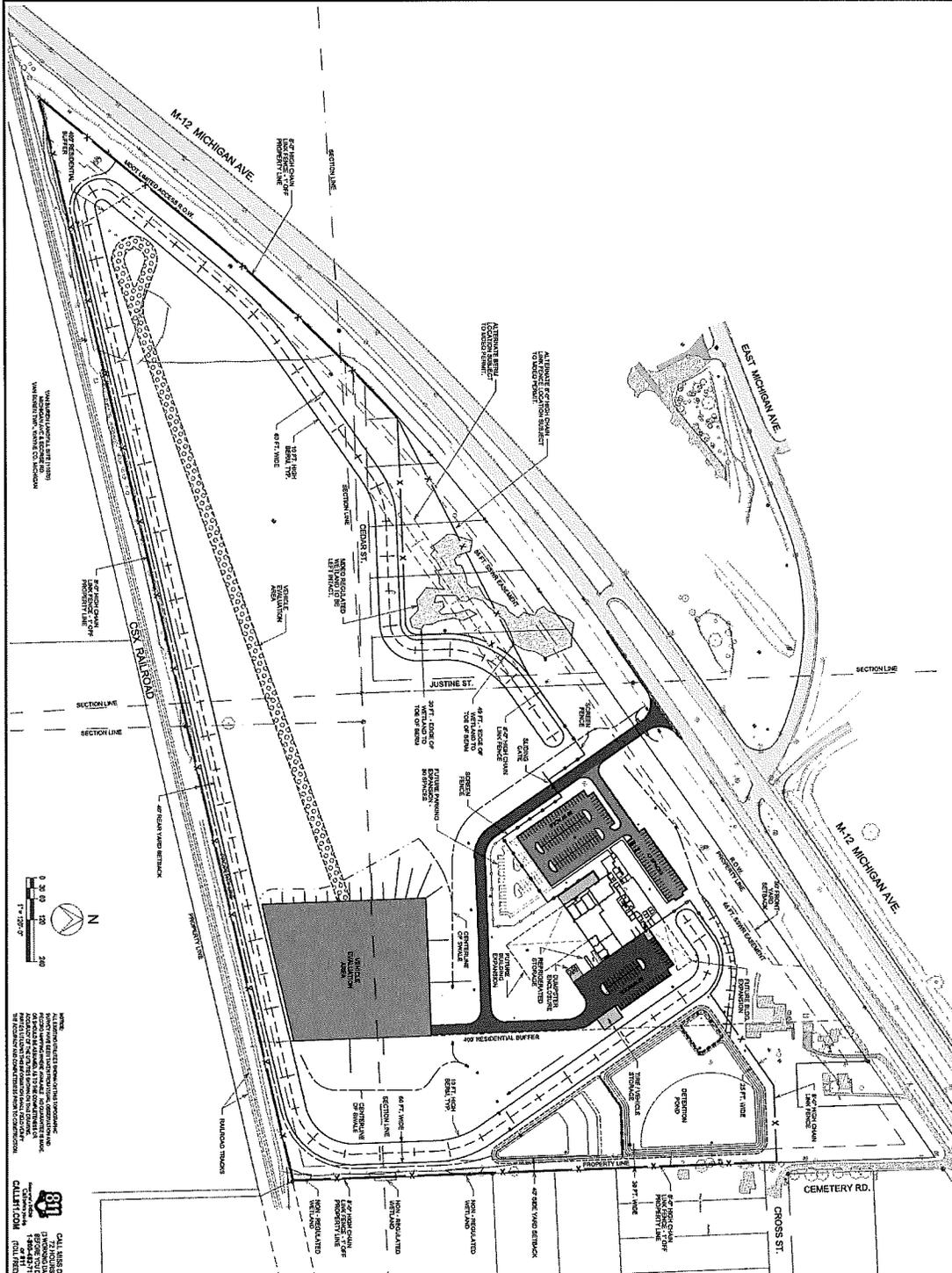
Dickinson Wright, PLLC
350 S. Main Street, Suite 300
Ann Arbor, MI 48104
Attn: Mark Heusel, Esq.

WHEN RECORDED RETURN TO:

Dickinson Wright, PLLC
350 S. Main Street, Suite 300
Ann Arbor, MI 48104
Attn: Mark Heusel, Esq.

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

[See following pages]



NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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<p>HRC HERRICK CONSULTING ENGINEERS, INC. CONSULTING ENGINEERS SINCE 1975 10000 W. 120th St., Suite 100 Overland Park, MO 66213 Phone: 913.241.1111 Fax: 913.241.1112 Web: www.hrc-engineers.com</p>		<p>PROJECT PANCAKE</p> <p>PROPOSED SITE</p> <p>DATE: 7-19-18 SCALE: 1"=100' DRAWN BY: C.D.Z. CHECKED BY: [Signature]</p>
<p>DATE: 7-19-18 SCALE: 1"=100' DRAWN BY: C.D.Z. CHECKED BY: [Signature]</p>		<p>DATE: 7-19-18 SCALE: 1"=100' DRAWN BY: C.D.Z. CHECKED BY: [Signature]</p>