

Lapeer County Board of Commissioners

255 Clay Street, Suite 301 Lapeer, Michigan 48446 Phone: (810) 667-0366 Fax: (810) 667-0369

www.lapeercountymi.gov

COMMITTEE OF THE WHOLE A-G-E-N-D-A

COMMISSION CHAMBERS
February 2, 2023
9:00 A.M.

GENERAL BUSINESS

- CHAIRMAN CALL TO ORDER
- ROLL CALL ATTENDANCE BY CLERK
- OPENING PRAYER AND PLEDGE OF ALLEGIANCE
- APPROVAL OF THE AGENDA
- CONSIDERATION OF THE DRAFT MINUTES FROM THE JANUARY 19, 2023
 COMMITTEE OF THE WHOLE MEETING
- DISTRIBUTION AND REVIEW OF OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS AND BUDGET AMENDMENTS (throughout the meeting)
- **DEPARTMENT HEAD UPDATES** (As needed, No Action Required)
- **PUBLIC TIME** Citizens Comments (maximum of 3 minutes per person)

NEW BUSINESS

SHERIFF'S DEPARTMENT- Request to Renewal the Michigan Sheriff's Coordinating and Training Council Grant for 2023.

2) HEALTH DEPARTMENT -

- A. Request Authorization to Accept the Local Health Department Staff Wellbeing minigrant from Michigan Association for Local Public Health (MALPH) in the Amount of \$4,000.00
- B. Request Authorization to Accept the Region 10 PIHP Prevention Service Contract Agreements #3 (\$21,857.56) and #4 (\$5,180.00) for a total Amount of \$27,037.56

OLD BUSINESS

3) COMMUNITY MENTAL HEALTH — Request to Renew the Leased Space Agreement with Hamilton Community Health Network for 1570 Suncrest Drive. (Tabled from 12/15/22 Full Board Meeting Motion #424-22)

ADDITIONAL ITEMS (if needed)

A.

В.

C.

OTHER BUSINESS

- PUBLIC TIME- Citizens Comments (maximum of 3 minutes per person)
- CLOSED SESSION- If Needed

ADJOURN -

Upcoming Meetings/Public Hearings/Events:

NEXT FULL BOARD MEETING - 02/9/2023

NEXT C.O.W MEETING - 02/16/2023

FOLLOWING FULL BOARD - 02/23/2023

Personnel Committee Meeting – 2/02/2022 Following Tentative Personnel Meeting –02/16/2022 Tentative Properties Meeting- 02/02/2022

COMMITTEE OF THE WHOLE January 19, 2023 9:00 a.m.

Chairman Kohlman called the meeting to order at 9:00 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Mast opened the meeting with prayer. The Pledge of Allegiance was recited.

Present:

Commissioners Brad Haggadone, William Hamilton, Gary Howell, Kevin

Knisely, Tom Kohlman, Truman Mast, Bryan Zender

Others:

Jackie Arnold, Interim County Controller/Administrator and Chief Financial

Officer, Doreen Clark, Assistant to the Administrator, Lynette Stanford,

Secretary/Deputy County Clerk

Motion by Howell, supported by Mast, to approve the agenda with the deletion of a closed session. Motion carried.

Motion by Hamilton, supported by Knisely, to approve the minutes from the January 5, 2023 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Lt. Beebe gave an update regarding the recent Jail Inspection.

Pete Kirley, Director of Veterans Affairs gave an update regarding his department.

Jeff Satkowski, Director of Central Dispatch/Director of Emergency Management introduced the newly promoted Deputy Director, Candy Anderson.

Public Time – two people spoke during public time.

Yaushica Aubert, Valley Area Agency on Aging (VAAA) President & CEO, gave a presentation on Service and Funding.

Amy Cell Talent LLC gave a presentation on Recruitment Services for the County Controller/Administrator Position.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to approve a range of pay at \$120,000.00 to \$153,000.00, Revised Job Description and timeline from Amy Cell Talent LLC, for the position of County Controller/Administrator. Motion carried.

Motion by Zender, supported by Howell, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$5,925.00, for labor related legal services rendered through December 31, 2022, to be paid from line item 101-239-801.020. Motion carried.

Prosecutor John Miller, presented information to appeal the recent Wage Study. He requested that an amendment be made and establish new rates of pay for Prosecutor, Chief Assistant Prosecutor, and Assistant Prosecutor I, II & III.

January 19, 2023

Page 2 of 2

Motion by Zender, supported by Mast, to move the topic forward for discussion. Motion carried.

No action was taken regarding the Prosecutor's Wage Study Appeal.

Public Time - four people spoke during public time.

The Commissioners gave brief reports on upcoming meetings and events.

Motion by Zender, supported by Hamilton, to adjourn the meeting. 10:56 a.m.

Tom Kohlman, Chairman Committee of the Whole

ATTACHMENTS YES__ NO_x_



Michigan Sheriffs' Coordinating and Training Council Local Corrections Officer Training Act

Grant Application Requirements/Process

Authority:

The Local Corrections Officers Training Fund is created in the State Treasury and administered by the Sheriffs' Coordinating and Training Council. Revenue is received from Booking Fees collected under section 4b of 1846 RS 171, MCL 801.4b, and funds from any other source provided by law.

Purpose:

The purpose of the fund is to defray the costs associated with continuing education, certification, and recertification of local corrections officers. Grant funds awarded to a successful applicant may not be used to supplant local funding already in place for the training of local corrections officers.

Eligibility:

In order to be eligible to receive a grant for the training, certification, and recertification of local corrections officers the county sheriff's office must forward 100% of the fees collected under section 4b of 1846 RS 171, MCL 801.4b to the Local Corrections Officer Training Fund, hereinafter referred to as the Fund.

I. Grant Funding Qualification Requirements

- A. In order for a county to be eligible to receive a grant from the Fund, the County Sheriff's Office must be submitting 100% of the booking fees to the Fund.
- B. The county Sheriff's Office must execute a signed affidavit agreeing to submit 100% of Booking Fees collected under section 4b of 1846 RS 171, MCL 801.4b and funds from any other source provided by law to the fund.
- C. The county Sheriff's Office must demonstrate compliance with the affidavit by submitting 100% of fees collected to the Fund for a minimum of six months, two consecutive calendar quarters, before a grant award may be made to the eligible county.

II. Eligible Training

Grant eligible Training shall consist of one of the following types of programs:

- A. Local correctional officer training program for certification or recertification as prescribed by the Michigan Sheriffs' Coordinating and Training Council. (See Appendix A)
- B. Approved In-Service Training Topics as prescribed by the Michigan Sheriffs' Coordinating and Training Council. (See Appendix B)
- C. A specialized training program. If the specialized training program is not listed on the approved In-Service Training Topics list, a request by the County Sheriff's Office must be submitted to the Sheriffs' Coordinating and Training Council for approval prior to receiving any grant award for said training. All specialized training requests must provide complete documentation of the program including course objectives and syllabus along with justification for the need of the specialized training.

III. Allowable Expenditures

- A. A grant request may include the following costs:
 - 1. Instructor/Contractor fees
 - 2. Required Training Materials (i.e. student/instructor manuals, handouts, diskettes, CD's, thumb/USB drives, etc.)
 - 3. Training Equipment will only be funded if the training cannot be provided without the identified equipment. Grant applicants must provide written justification for the need of the equipment. All training equipment purchased with training fund money must used for training purposes only and not become part of a department's daily corrections operation.
 - 4. Classroom Rental
- B. A grant request may not include funding request for the following costs:
 - 1. Administrative Costs/Fees
 - 2. Alcohol Purchases
 - 3. Out of Country Training

- 4. Complimentary Marketing items such as mugs, patches, shirts, etc.
- 5. Fees for continuing education credits
- 6. Payment of overtime/benefits for attending training or backfill of position of corrections officer attending training.
- 7. Salaries and wages

IV. Supplanting

- A. Grant funds awarded to a successful applicant may not be used to supplant local funding already in place for the training of local corrections officers. This supplanting requirement would also include federal grants or other state funding previously available for the same training.
 - 1. If previous funding is no longer available, documentation as to the reason why the funding is no longer available must be provided by the applicant.

V. Applying for a Grant

Counties meeting the grant eligibility requirements shall complete a grant application and Affidavit of Participation annually and submit the completed application to the Michigan Sheriffs' Coordinating and Training Council for review and consideration.

A County Sheriff's Office applying for a training grant through the Local Corrections Officers Training Fund must provide the following information:

- A. Applicant Information (county, federal identification number)
- B. County Board of Commissioner Chairperson Information (name, phone, address, email, signature, date)
- C. Sheriff Information (name, phone, address, email, signature, date)
- County Financial Officer (name, direct/cell phone, address, email, signature, date)
 notify Michigan Sheriffs' Coordinating and Training Council <u>immediately</u>.
- E. Primary Grant Contact Information (name, direct/cell phone, email) notify Michigan Sheriffs' Coordinating and Training Council <u>immediately</u>.
- F. Program Information
 - 1. Type
 - 2. Course Title
 - 3. Number of Hours of Training
 - 4. Number of Corrections Officers to be Trained
 - 5. Training Dates

- 6. Specialized Training Program Information (if applicable)
 - A. Title
 - B. Brief Description of Program
 - C. Statement of Training Need
- G. Budget Breakdown by Category

Personnel

Course Tuition

Equipment

Travel Costs

Training Supplies

- H. Budget Detail Provide a brief narrative justifying costs requested in each category.
- I. Provide Name and Title of Person Completing the Budget, including phone, email and signature.
- VI. The grant application will be signed by all applicable parties as specified in the application form.
- VII. The completed grant application must be submitted by the established deadline and in the format prescribed by the Michigan Sheriffs' Coordinating and Training Council.

VIII. Grant Application Review and Award

- A. All grant applications will be received by the Michigan Sheriffs' Coordinating and Training Council and forwarded for initial review by the Advisory Board for determination of meeting the submission and application requirements.
 - 1. At the request of the Advisory Board, a grant applicant shall appear before the Advisory Board to provide information regarding their specific grant application and answer any questions that the Board may have.
 - 2. The Advisory Board may contact a grant applicant to obtain clarification on information contained in a properly submitted grant application during the review process.
- B. The Advisory Board shall review all complete grant applications and forward funding recommendations on to the Michigan Sheriffs' Coordinating and Training Council.

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- C. Final funding decisions will be made by the Michigan Sheriffs' Coordinating and Training Council at their regularly scheduled November meeting.
- D. Successful grant applicants may receive 50% of the grant award amount at the beginning of the grant year to assist with training costs. The balance of the grant funds will be disbursed to grantees through the semi-annual financial reporting requirements.

IX. Grant Reporting and Record Maintenance

- A. Successful grant applicants will complete the required reporting documents to maintain active grant status.
 - 1. Complete a semi-annual financial accounting of all expenditures of grant funds on forms prescribed by the Michigan Sheriffs' Coordinating and Training Council.
 - a. Grantees shall submit, at a minimum, a semi-annual financial report.
 Additional funds shall not be released until grantee has verified they have exhausted the initial 50% grant funding received at the start of the grant.
 - b. Grantees may submit financial reports more frequently if needed or requested by the Michigan Sheriffs' Coordinating and Training Council, but must file the minimum semi-annual reports (both program and financial).
 - 2. Complete an annual program report outlining the training activities funded by the grant award on forms prescribed by the Michigan Sheriffs' Coordinating and Training Council and submit to the Council.
 - 3. Once all grant funded training has been completed and all expenditures are documented by the prescribed payment documents, a grantee may submit final reports to close the grant and seek final reimbursement, if applicable.
- B. All grant documents shall be maintained for a minimum period of five years at the agency, and shall remain available for financial review, if requested by the Michigan Sheriffs' Coordinating and Training Council.

X. Grant Audit/Review Process

Grants may be selected, on a random basis, for programmatic or financial review. The number of grants to be reviewed will be determined by the Michigan Sheriffs' Coordinating and Training Council.

- A. Upon the request of the Council, programmatic review of the grant may be completed by a member of the Advisory Board by either on-site review of the applicable training or a review of training content to be presented.
- B. Concerns arising during the review will be discussed with the grantee or training provider, if applicable.
- C. Any concerns shall be resolved to the satisfaction of the Advisory Board, with any final determination to be made by the Council.
- D. Financial reviews will require a Grantee to submit proof of payment for training costs as described in the awarded grant application.
 - Proof of payment shall consist of a copy of original invoice or purchase order along with proof that the agency paid the vendor. This can be copy of cancelled check or document from the agency's accounting department indicating date of payment and method (check, business credit card, etc.)
 - 2. Payment documentation will be reviewed and verified prior to reimbursement to grantee.

Michigan Sheriffs' Coordinating and Training Council Local Corrections Officer Training Fund

Affidavit of Participation

Agency Name: Lapeer Country	sherff's office
Agency Name: Lapeer Country & Agency Address: 3231 John Control Lapeer. Michica	ex Dr.
lapeer. Michiga	un 48446
	es collected under section 4b of 1846 RS 171, 801.4b, to ize that failure to forward such fees to the fund will result
in our agency being ineligible to participate in the local we further recognize that our agency must forward said	l corrections officers training grant process. In addition, I fees to the fund for a period of six (6) months (two
calendar quarters) before our agency becomes eligible officers training fund. We also agree to provide training	
This agreement remains in effect until terminated by eintended cancellation.	ther party by written notification within 30 days of the
Signature of Agency Head	Date
Scott McKenna, Sheriff	810 245-1325
Agency Head Name Printed	Contact Number
Signature of Financial Manager	Date
Financial Manager Name Printed	Contact Number
Sworn to and subscribed before me on thisday	of,20
My Commission Expires:	Signature of Notary Public
	organization of from a function
	Printed Name of Notary Public



Local Corrections Officer Training Grant Application

This application is submitted under Act 125 of Public Acts of 2003. Failure to comply with Act 125, Grant Guidelines, or Generally Accepted Accounting Principles is cause for immediate termination of the grant and total reimbursement of grant funds.

On the basis of the information provided in this grant application and detailed budget submitted by the county, an award may be made to the county in the amount and for the period stated. This application is subject to all grant requirements established by the Michigan Sheriffs' Coordinating and Training Council. The grant award will only become effective after the formal action of the Michigan Sheriffs' Coordinating and Training Council.

A. APPLICANT INFORMATION		
Applicant County:	Federal Employer ID Number:	
Lapeer Country	38-6005780	
O		
Grant Award Year: January 1, 2023, to Decemb	er 31, 202 3	
B. CHAIRPERSON, COUNTY BOARD OF C		
Name: Tom Kohlman	Phone:	
Address: 255 Clary St.	Email:	
Address: 255 Clay St. Lopeler, mi 48426	Hohlmana Lupeercounty.org	
Signature of Chairperson:	Date:	
C. SHERIFF		
Name: Sheriff Scott McKenna Address: 3231 John Conterp	Phone: 810 245-1325	
Address: 3231 John Con Lay	Email:	
lapeer, michigan 4841	+4 8mckennablapeercounty.org	
Signature of Sheriff:	Date:	
D. COUNTY FINANCIAL CONTACT		
Name:	Direct Phone Number:	
Danam. Miller	810 667-0239	
	Cell Number: Email:	
Address: 255 Clay St.		
lopeer, mi 48046	dmiller a lapeer county org	
Signature of County Treasurer:	Date:	
E. PRIMARY GRANT CONTACT		
Name:	Direct Phone Number:	
Lt. Store Beebe - Jul ad	ministrator 810 245-1353	
Email: Sheebe a Lupeer Courty. or	Date:	
0	0	
COORDINATING & TRAINING COUNCIL USE ONLY		
Date Application Received:	Grant Number:	

REQUEST FOR ACTION



DATE: 25 January 2023	
X REQUEST FOR ACTION	
FOR YOUR INFORMATION	
REQUEST FOR INFORMATION	
TO: BOC	
FROM: Kathy Haskins, BSN, MPH	

SUMMARY OF REQUEST / INFORMATION: Request authorization to accept the Local Health Department Staff Wellbeing mini-grant from MALPH (Michigan Association for Local Public Health) in the amount of \$4,000.	n
ADDITIONAL INFORMATION: The purpose of this grant is to provide services to the staff designed to address workplace stress. The plan is to provide staff with situation awareness and de-escalation training, and leadership and team building as funds allowed.	าล
CONTACT PERSON(S): Kathy Haskins	
BACKGROUND INFORMATION:	
SUPPORTING DOCUMENTS: Copy of the Grant Agreement	
DRAFT MOTION: Motion by, supported by to accept the MALPH LHD Staff Wellbeing mini-grant in the amount of \$4,000, at no additional cost to the county general fund and authorize the Health Dept. Director to sign the agreement.)
ATTACHMENTS YES X NO	



AGREEMENT BETWEEN

The Michigan Association for Local Public Health 326 W. Ottawa St., Lansing, MI 48933

8

Lapeer County Health Department 1800 Imlay City Rd, Lapeer, MI 48446

This agreement is entered into on this 5th day of January, 2023 by and between the Michigan Association for Local Public Health, hereinafter referred to as "MALPH," and Lapeer County Health Department, hereinafter referred to as "Grantee." The purpose of this agreement is to specify the responsibilities of MALPH and Grantee related to the implementation of the Local Health Department Staff Wellbeing mini-grant program.

WHEREAS, **MALPH** and **Grantee** have expressed interest in collaborating to provide supportive services to local health department staff affected by the COVID-19 pandemic and to bolster their sense of social and emotional wellbeing.

WHEREAS, **Grantee** has represented that it is qualified to perform the services outlined in this agreement and is capable, competent, and willing to provide those services, either directly or through a subcontractor.

THEREFORE, in consideration of the sums to be paid by **MALPH** to **Grantee** in accordance with the terms set forth below, IT IS AGREED AS FOLLOWS:

1. TERM:

The term of this contract is from January 15, 2023 through September 30, 2023.

2. DESCRIPTION OF SERVICES:

Grantee will provide, or arrange for, services designed to address workplace stress associated with responding to the COVID-19 pandemic. Program services may be educational or therapeutic in nature, and may address topics such as teambuilding, mindfulness, dealing with difficult people and situations, workplace violence mitigation, reducing stress, and resilience. Topics listed are offered as examples and do not constitute an exhaustive list of topics these funds may be used to support.

3. PAYMENT OF SERVICES:

- a. The total grant award is \$4,000.
- b. Payment will be made in full within 14 calendar days after MALPH receives this agreement, signed by the **Grantee**. Electronic signature is acceptable, and the agreement may be transmitted via email or by US mail.

4. RESPONSIBILITIES OF MALPH:

- a. MALPH will provide compensation outlined in Section 3.
- b. **MALPH** will provide consultation, technical assistance and programmatic support as needed for Grantee to complete program deliverables.

5. SUBCONTRACTING:

In the event that the **Grantee** enters into a subcontract for any services provided under this agreement, **Grantee** shall ensure that subcontractors are qualified to perform those services and that appropriate agreements and financial controls are in place prior to disbursement of funds.

6. FUNDING RESTRICTIONS:

Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, food, and contractual services.

7. ACCEPTANCE OF THE TERMS OF AWARD:

By drawing or otherwise obtaining funds, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify **MALPH** within 15 business days.

8. CERTIFICATION STATEMENT:

By drawing or otherwise obtaining funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer the award, and funds obtained are being used in accordance with applicable cost principles, regulations, and accounting standards. **Grantee** is required to permit independent auditors to have access to **Grantee** records and financial statements related to this agreement.

SIGNED ON BEHALF OF GRANTEE	SIGNED ON BEHALF OF MALPH
Signature:	Signature: Morm Hosp
Name:	Name: Norm Hess
Title:	Title: Executive Director
Date:	Date: January 5, 2023





DATE: 25 January 2023
X REQUEST FOR ACTION
FOR YOUR INFORMATION
REQUEST FOR INFORMATION
TO: BOC
FROM: Kathy Haskins, BSN, MPH

SUMMARY OF REQUEST / INFORMATION: Request authorization to accept the Region 10 PIHP Contract Amendments #3 (\$21,857.56) and #4 (\$5,180), for a total amount of \$27,037.56. See attached agreements for breakdown. The Amendment 3 for Coalition Building activities, and Amendment 4 is for Tobacco related services.
ADDITIONAL INFORMATION : This is addition monies above the original contract.
CONTACT PERSON(S): Kathy Haskins and Todd Anglebrandt
BACKGROUND INFORMATION:
SUPPORTING DOCUMENTS: Copy of the Amendments
DRAFT MOTION: Motion by, supported by to accept the Region 10 PIHP Prevention Services Contract Agreements, #3 and #4, for a cotal of \$27,037.56, and authorize the Health Dept. Director to sign the amendments.
ATTACHMENTS YES_X_ NO



CONTRACT AMENDMENT #3

Region 10 PIHP, 3111 Electric Avenue Suite A, Port Huron, MI 48060 (hereinafter referred to as the "PIHP"), and Alcohol Information and Counseling Center (hereinafter referred to as the "PROVIDER") mutually agree to and hereby make this Amendment to the FY2023 Prevention Services Network Contract, the term being October 1, 2022 through September 30, 2023.

Amendment Effective Date: January 9, 2022.

Amendment Purpose: To modify Prevention Services Boilerplate

Summary of Changes: Attachment A (Program Services / Rate Summary):

ADD 362 units of MBO 7007 at a unit rate of \$60.38 per unit using Covid Block Grant Funding

In all other respects, the contract shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

Authorized Representative
Region 10 PiHP

Authorized Representative
AlCC

S:\Region 10\Contract Files_Current Contract Vendors\AlCC\Prevention Services\FY2023\Amendments\Amendment #3

Date

Date



CONTRACT AMENDMENT #4

Region 10 PIHP, 3111 Electric Avenue Suite A, Port Huron, MI 48060 (hereinafter referred to as the "PIHP"), and Alcohol Information and Counseling Center (hereinafter referred to as the "PROVIDER") mutually agree to and hereby make this Amendment to the FY2023 Prevention Services Network Contract, the term being October 1, 2022 through September 30, 2023.

Amendment Effective Date: January 17, 2022.

Amendment Purpose: To modify Prevention Services

Summary of Changes: Attachment A (Program Services / Rate Summary):

 ADD 140 units of MBO 4006 MRL Update at a unit rate of \$37 per 15 minutes using Covid Block Grant Funding

In all other respects, the contract shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

Authorized Representative

Regiøn 10 PIHP

Authorized Representative

AICC

D-1

Date

S:\Region 10\Contract Files_Current Contract Vendors\AICC\Prevention Services\FY2023\Amendments\Amendment #4

LAPEER COUNTY



Community Mental Health Center

1570 Suncrest Drive, Lapeer, Michigan 48446 (810) 667-0500 FAX: (810) 664-8728

Date: December 1, 2022 X Request for Action
To: <u>Lapeer County Board of Commissioners</u>
From: Lapeer County Community Mental Health
Summary of Request/Information:
LCCMH requests that Lapeer County renew the lease agreement with Hamilton Community Health Network, Inc. for the space leased to them that consists of 2,964 square feet, located at 1570 Suncrest Drive.
Additional information:
The term of the renewal agreement is effective October 1, 2022 through September 30, 2024 at an annual rental rate of \$48,084.00. This represents an increase in the annual rent in the amount of \$1,404.00. LCCMH requests that the FY2023 County Allocation be increased in the amount of \$1,404.00 from \$267,580.00 to \$268,984.00.
Contact person(s):
Lauren Emmons, Chief Executive Officer or Larry Smith, CFO
Supporting Documents: - Lease Agreement
Draft Motion:
Move to approve the request by Lapeer County Community Mental Health to renew the lease agreement between Lapeer County and Hamilton Community Health Network, Inc., and the request to increase the LCCMH County allocation in the amount of \$1,404.00.
Attachments: Yes X No

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423-22

Motion by Schneider, supported by Zender, due to anticipated vacancy of the County Controller/Administrator and the appointment of the current Chief Financial Officer as interim, to authorize the acceptance of the proposal from Maner Costerian to provide year-end accounting services and audit preparation for year ending December 31, 2022, in the amount not to exceed \$50,000.00, to be paid from 101-239-8013.010; and further, to authorize the Chair/Vice-Chair to sign said engagement letter for services and the agreement of services after any recommended language changes pursuant to Corporation Counsel's legal review. Motion carried.

*

424-22

Motion by Zender, supported by Warren, to table the request by Community Mental Health to renew the lease agreement between Lapeer County and Hamilton Community Health Network, Inc. Motion carried.

<u>425-22</u>

Motion by Schneider, supported by Zender, to adopt the following Resolution regarding the proposed "Dryden Casey Project" and authorize the submission of the Spark Grant Application for the development of the Polly Ann Trail from Dryden Road to Casey Road, in the amount of \$286,000.00 which includes a financial commitment of \$10,000.00 from the Friends of the Polly Ann Trail:

RESOLUTION

WHEREAS, Lapeer County supports the submission of an application titled, "Dryden Casey Project" to the Spark grant program for development of the Polly Ann Trail from Dryden Road to Casey Road; and,

WHEREAS, the Friends of the Polly Ann Trail is hereby making a financial commitment to the project in the amount of \$10,000.00 matching funds, in cash and/or force account; and,

WHEREAS, if the grant is awarded the applicant commits its local match and donated amounts from the following source:

Friends of the Polly Ann Trail \$10,000.00 Total \$10,000.00

NOW THEREFORE, BE IT RESOLVED. that Lapeer County Board of Commissioners of Lapeer County, Michigan, hereby authorizes submission of a Spark Grant Application for \$286,000.00; and further resolves to make available a local match through a financial commitment and donation of \$10,000.00 (3.5%) of a total \$286,000.00 project cost, during the 2023-2024 fiscal year.

Roll Call vote: Schneider, aye; Miller, aye; Warren, aye; Zender, aye; Jarvis, aye; Henning, aye; Roy, absent. 6 ayes,1 absent. Motion carried.

~PROPERTY LEASE~

Between

The County of Lapeer

and

Hamilton Community Health Network Inc. (HCHN)

The County of Lapeer (Lessor) and Hamilton Community Health Network, Inc. (Lessee) enter into this sub-lease agreement subject to the following conditions:

- 1. <u>Premises.</u> The Lessor leases to the Lessee the property, that consists of 2,964 square feet, located at 1570 Suncrest Drive, Lapeer, Michigan 48446.
- 2. <u>Term.</u> The term of the lease shall be effective beginning October 1, 2022 and ending September 30, 2024.
- 3. Rent. The Lessee shall pay the Lessor, Forty-eight Thousand and eighty-four dollars (\$48,084.00) per year as base rent for the premises in equal monthly installments of \$4,007.00 starting on the commencement date. Monthly installments of rent shall be due and payable in advance on the tenth day of each calendar month. Rent for any partial month of occupancy shall be prorated. Rent shall be paid to the Lessor at the address shown above or any other place designated in writing by this Lessor. Notwithstanding the foregoing, Lessee, shall not commence paying rent until such time as the health clinic is licensed and fully operational. Rent for the first month of operation will be prorated based on first day of operation, until the end of the month. Proration will be established by the monthly amount divided by 30. This will establish a daily rate of \$131.73. At the expiration of the initial Lease term, and provided this Lease has not been terminated as otherwise provided herein. the Lessee shall have the option to renew this lease for up to two (2) additional one-year renewal periods. Each renewal option shall be exercised automatically unless default occurs and unless written notice is given by the Lessee that the Lessee does not intend to exercise said option. Said notice shall be given at least sixty (60) days prior to the expiration of the initial Lease term or the option to renew shall be deemed exercised as provided herein.
 - a. Additional rent. In addition to the Base rent set forth above, the Lessee shall be responsible for installation and ongoing cost of additional telephone lines, internet connections and security alarm system requirements. In addition, any fees, costs, or expenses incurred by the Lessor for enforcing the Lessee's obligations under this Lease, including reasonable attorney fees, shall be additional rent owing under the Lease and shall be immediately due and payable by the Lessee. Lessee shall also be responsible for any and all property and personal property taxes levied on the leased property by local and/or state government.
 - b. <u>Late Charge</u>. If Lessee fails to pay any amount due Lessor under this agreement

when that amount is due, the amount shall be assessed a one-time late charge of five (5%) percent and shall be subject to a service charge until it is paid at the lesser of the rate of 2 percent per month or the maximum interest rate permitted by law.

- 4. <u>Signs.</u> Lessee must post signage appropriate to use of premises as identified in Section 8 of this Lease. Any/all signs placed on the premises shall be in keeping with character and decor of the premises and with the approval of the Lessor.
- 5. Acceptance of occupancy. The Lessee shall commence occupancy of the premises on the commencement date. The Lessee acknowledges the present state of the premises, and that remodeling is required of the area in order to function as a community health center, and that is acceptable for the Lessee's intended use of the premises. The Lessee accepts the premises as it is at the time of the signing of the Lease, with the full authorization to remodel, which will not be unreasonably withheld, establish a community health center, and comply with Federal and State Laws.
- 6. <u>Vacation of the premises</u>. The Lessee shall not vacate or abandon the premises during the term of this Lease. If the Lessee does abandon or vacate the premises or is dispossessed by process of law or otherwise, any of the Lessee's personal property that is left on the premises shall be deemed abandoned by the Lessee at the option of the Lessor.
- 7. <u>Use.</u> The premises are to be used and occupied by the Lessee as a community health center. No activity shall be conducted on the premises that does not comply with all federal, state and local laws. As a result of its use, the Lessee shall be responsible for making any improvements to the premises to comply with government regulations, such as building codes, fire codes and the Americans with Disabilities Act. Lessee will not engage in any practice onsite that jeopardizes the Lessor's accreditation or licensing.
- 8. <u>Repairs and maintenance</u>. The Lessee shall be responsible for maintenance and repair of the rented area of the premises at Lessee's expense. The premises shall be kept in good and safe condition.
- 9. <u>Surrender of the Premises.</u> The Lessee shall surrender the premises to the Lessor when this lease expires, broom clean and in the same condition as on the commencement date, except for normal wear and tear, and structural remodeling that was approved by Lessor.
- 10. <u>Entry and inspection</u>. The Lessee shall permit the Lessor or the Lessor's agent to enter the premises at reasonable times and with reasonable notice, to inspect and repair the premises.
- 11. <u>Alterations.</u> The Lessee may remodel and improve the premises. However, any remodeling or improvement that significantly alters premises or requires an investment by the Lessee in excess of \$500.00 shall require written approval from the Lessor. Such work shall be done without injury to any structural portion of the building. Any improvement constructed on the premises shall become the property of the Lessor when this Lease terminates. Lessee shall not permit any construction, mechanical, laborer's or material men's lien to stand against the premises for any labor or material furnished (or claimed to have been furnished) to Lessee or performed (or claimed to have been performed) on the premises by or at the direction or sufferance of Lessee, and Lessee indemnifies Lessor against any claim. Provided however that Lessee shall have the right to contest the validity or amount of any such lien

or claimed lien, if Lessee shall give Lessor, upon demand reasonable security to insure payment. On final determination of the lien or claim for lien Lessee shall immediately pay any judgment rendered shall have the lien released at Lessee's own expense. Lessor shall then promptly return any security that Lessee may have furnished to Lessor. Failure of Lessee to discharge a lien, or if contested to provide security shall constitute a default under the lease and in addition to any other right or remedy of Lessor, Lessor may but shall not be obligated to discharge the same of record

by paying the amount claimed to be due, and the amount so paid by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney fees shall be due and payable by Lessee to Lessor.

- 12. <u>Assignment and subletting.</u> The Lessee may not assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the premises without written consent from the Lessor. The Lessor shall have total discretion on its approval of proposed assignments or subleases.
- 13. <u>Trade fixtures</u>. All trade fixtures and movable equipment installed by the Lessee in connection with the business it conducts on the premises shall remain the property of the Lessee and shall be removed when this Lease expires. The Lessee shall repair any damage caused by the removal of such fixtures.
- 14. <u>Insurance</u>. The Lessee shall obtain the insurance required under this paragraph. 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 Lapeer County. Limits required below do not limit the liability of the Lessee. All deductibles and SIRS are the responsibility of the Lessee.

15.

- A. <u>Workers' Compensation Insurance</u>: The Lessee 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.
- B. <u>Commercial General Liability Insurance</u>: The Lessee shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- C. <u>Motor Vehicle Liability</u>: The Lessee shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. <u>Malpractice Liability:</u> The Lessee shall procure and maintain during the life of this contract, Malpractice insurance in an amount not less than \$3,000,000 per occurrence and \$3,000,000 aggregate. If this policy is claims made form, then the Lessee shall keep the

policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this Lease.

- E. Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The County of Lapeer, Lapeer County Community Mental Health Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the Lapeer County as additional insured, coverage afforded is considered to be primary and any other insurance the Lapeer County may have in effect shall be considered secondary and/or excess.
- F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Pharmacist Professional Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Mr. John Biscoe, Lapeer County, 255 Clay Street, Lapeer, MI 48446).
- 16. The Lessee's liability. All the Lessee's personal property, including trade fixtures, on the premises shall be kept at the Lessee's sole risk, and the Lessor shall not be responsible for any losses of business or other injury or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises. Further, Lessee agrees to obtain and maintain own security system to appropriately secure premises and contents therein at no cost to the Lessor.
- 17. Destruction of the premises. If the premises are partially damaged or destroyed through no fault of the Lessee, the Lessor shall at its own expense, promptly repair and restore the premises. If the premises are partially damaged through no fault of the Lessee, but is usable, rent shall not abate in whole or in part during the period of restoration. If the premises are totally destroyed through no fault of the Lessee, rent shall abate during the period of restoration. If the premises are totally destroyed through no fault of the Lessee or if the premises cannot be repaired and restored within 180 days, either party may terminate this Lease effective the date of the destruction by giving the other party written notice of termination within 30 days after the destruction. If such a notice is given within that period, this Lease shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this Lease shall continue, without abatement of rent, and the Lessor shall repair the premises.
- 18. <u>Condemnation</u>. If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain or by private sale in lieu of eminent domain, either the Lessor or the Lessee may terminate this Lease effective the date the public authority takes possession. All damages for the condemnation of the premises, or damages awarded because of the taking, shall be payable to and the sole property of the Lessor.
- 19. <u>Mutual Indemnification.</u> The Lessee and Lessor agrees to mutually indemnify the other party for any liability, loss, damage, cost or expense (including attorney fees) based on any claims, demand, suit, or action by any party with respect to any personal injury

(including death) or property damages, from any cause, except for liability resulting from the intentional acts or gross negligence of either party or its employees, agents, invitees, or business visitors.

20. <u>Default and reentry.</u> If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligations under this agreement within 10 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency the Lessor may terminate this Lease, reenter the premises, and seek to relet the premises on whatever terms the Lessor' thinks advisable. Notwithstanding any reentry without termination the Lessor may at any time elect to terminate this Lease for any default by the Lessee by giving the Lessee sixty (60) days written notice of the termination. The effective date for any such termination shall be clearly stated in the notice.

In addition to the Lessor's other rights and remedies as stated in this Lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this Lease.

- 21. <u>Subordination</u>. This Lease and the Lessee's rights under it shall at all times be subordinate to the lien of any mortgage the Lessor places on the premises or to any collateral assignment the Lessor makes of this Lease or of rent under this Lease. However, as long as the Lessee is not in default under this Lease, the foreclosure of a mortgage given by the Lessor shall not affect the Lessee's rights under this Lease. At the request of any lien holder, the Lessee shall provide the Lessor with a customary tenant's estoppel letter regarding the status of this Lease. If the Lessor defaults on the payment of its mortgage on the premises, the Lessee may make the monthly payment owed under the mortgage note and deduct that amount from the rent owed under this Lease.
- 22. <u>Notice</u>. Any notices required under this Lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated in this Lease or to such other addresses as the parties substitute by written notice. Notices shall be effective on the date of the first attempted delivery.
- 23. <u>Telephone Line</u>: The Lessee has a telephone line paid for by the Lessor. The Lessee will be billed separately for this telephone line. It will not be part of the lease.
- 24. <u>The Lessee's possession and enjoyment.</u> As long as the Lessee pays the rent as specified in this Lease and performs all its obligations under this Lease, the Lessee may peacefully and quietly hold and enjoy the premises for the term of this Lease.
- 25. <u>Holding over.</u> If Lessee does not vacate the premises at the end of the term of this Lease the holding over shall constitute a month-to-month tenancy at a monthly rental rate to be set by the Lessor at its sole discretion, but not to exceed the most current rate, plus 5%.

- 26. <u>Entire agreement</u>. This agreement entered into between the Lessor and the Lessee contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.
- 27. <u>Waiver</u>. The failure of the Lessor to enforce any condition of this Lease shall not be a waiver of its right to enforce every condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.
- 28. <u>Binding effect</u>. This agreement shall bind and benefit the parties and their successors and permitted assigns.
- 29. <u>Termination</u>. This lease agreement is contingent upon the provision of Community Health Services. It is understood and agreed that the Lessor may terminate this lease with thirty days (30) notice if health services are terminated by the Lessor or Lessee under the terms of the separate service agreement.

This Lease shall be effective October 1, 2022.

Lessor	Lessee
By	By
Lapeer County 225 Clay Street	Hamilton Community Health Network, Inc 225 E. Fifth St.
Lapeer, Michigan 48446	Flint Michigan 48502