



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Wednesday, July 26, 2023, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JULY 13, 2023, REGULAR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Approval of the Claims *(Clerk's Office)*
 - 2. On-Call Non-Attorney Magistrate Compensation 3
 - 3. On-Call Probate Court Juvenile Officers Compensation 4
 - 4. Community Corrections Enhanced Outpatient Programming Proposal 5
 - 5. Central Dispatch Vehicle Request 9
 - 6. My Community Dental Centers Lease Agreement 15
 - 7. MEI Special Consideration Request 27
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
REGULAR MEETING MINUTES
July 13, 2023

The regular meeting was called to order by Chair Michael Musta at 4:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Brian Potter, Gary Taylor, and Julie Theobald
Members Absent: None
Also Present: Adam Kerr, Maintenance Director; Megan Kujawa, Sr. Exec. Admin. Assistant; Kristi Nottingham, Treasurer; Joe Porterfield, Administrator/Equalization Director; and Roxanne Snyder, Register of Deeds

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: *G.6. Fairgrounds Sewer Replacement, G.7. Prein & Newhof Environmental Study, G.8. Register of Deeds Scanning Project, G.9. Friend of the Court IV-D Reimbursement Application Fiscal Year 2024, G.10. Budget Amendment*

APPROVAL OF THE AGENDA

A motion was made by Comm. Potter and supported by Comm. Theobald to approve the Agenda, as amended. A vote was called, all in favor. Motion passed, 4-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Potter and supported by Comm. Theobald to approve the June 28, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$141,219.47. A vote was called, all in favor. Motion passed, 4-0.

G.2. Year – to – Date Revenue and Expense Report (June 2023)

Reports were provided, there were no concerns.

G.3. Kalkaska County Inmate Housing Agreement

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve the presented attorney approved agreement with Kalkaska County. A vote was called, all in favor. Motion passed, 4-0.

G.4. Real Estate Agreement (ARPA Funds)

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve the purchase of parcel 10-088-00-024-00 from Thomas and Amy Schmid in the amount of \$9,000.00 with the use of ARPA funds. A vote was called, all in favor. Motion passed, 4-0.

G.5. Cadillac Janitorial Contract

A motion was made by Comm. Potter and supported by Comm. Taylor to forward a recommendation to the full board to approve a one-year extension agreement with Cadillac Janitorial. A vote was called, all in favor. Motion passed, 4-0.

G.6. Fairgrounds Sewer Replacement (ARPA Funds)

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to waive the competitive bidding requirement and to approve the replacement of the sewer at the fairgrounds with the use of ARPA funds not to exceed \$25,000. A vote was called, all in favor. Motion passed, 4-0.

G.7. Prein & Newhof Environmental Study (ARPA Funds)

A motion was made Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve paying Prein & Newhof with ARPA funds in the amount of \$3,900 for environmental study on parcel 10-088-00-024-00. A vote was called, all in favor. Motion passed, 4-0.

G.8. Register of Deeds Scanning Project (ARPA Funds)

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve granting the Register of Deeds office \$20,000 from ARPA funds to be used towards record conversion scanning. A vote was called, all in favor. Motion passed, 4-0.

G.9. Friend of the Court IV-D Reimbursement Application Fiscal Year 2024

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve applying for the IV-D Reimbursement Program for Fiscal Year 2024. A vote was called, all in favor. Motion passed, 4-0.

G.10. Budget Amendment

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve the budget amendment dated July 19, 2023. A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield informed the committee that he is reaching out on some guidance regarding suggested uses of ARPA funds for the County.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Potter and supported by Comm. Theobald to adjourn the meeting at 4:05 p.m.

STATE OF MICHIGAN



84TH DISTRICT COURT

AUDREY D. VAN ALST
DISTRICT COURT JUDGE
CHIEF JUDGE

DANIELLE DECATOR
COURT ADMINISTRATOR
MAGISTRATE

COUNTIES OF WEXFORD AND MISSAUKEE

HEATHER M. HELSEL
ATTORNEY MAGISTRATE

437 EAST DIVISION ST.
CADILLAC, MICHIGAN 49601
231-779-9515
FAX 231-779-5396

SELENA GOLNICK
CHIEF DEPUTY CLERK
MAGISTRATE

July 12, 2023

RE: Request to re-set and raise on-call Non-Attorney Magistrate compensation

To: Committee Members

Your consideration of this request is appreciated. Our current District Court Non-Attorney Magistrates are Danielle Decator and Selena Golnick. They rotate covering our off-hours on-call schedule. A Non-Attorney Magistrate is on call 24 hours a day, 7 days a week, 365 days a year, before and after normal business hours. They handle calls and inquiries from the Prosecutor, Jail, Police Officers and the District Court Judge. They prepare and distribute paperwork including Blood Search Warrants, Arrest Warrants and Pre-Trial Release Orders. This work can come at any time, day or night but usually happens in the middle of the night. Most tasks can be performed from their homes, but sometimes, physically coming in to the office is necessary.

The current on-call rate for non-Attorney Magistrates is \$50 for Saturday, \$50 for Sunday and \$50 for holidays. This does not make sense as they are on-call for all non-business hours every single day of the year. A daily rate would make more sense.

<u>CURRENT</u>		<u>PROPOSED</u>	
52 Saturdays/year	\$2,600	365 days/year @ \$20/day	
52 Sundays/year	\$2,600	TOTAL/year	\$7,300
14 Holidays/year	<u>\$ 700</u>		
TOTAL/year	\$5,900		

This proposed change amounts to a difference of an increase of \$1,400 total a year which would be shared between the magistrates based on their rotating schedule. A budget amendment for the balance of 2023 would cover the additional expense and the new total would need to be included in the 2024 budget. Additionally, \$20 per day is far less than what their service is worth but they are willing to assume the responsibility at this rate.

Respectfully,

Hon. Audrey D. Van Alst

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: July 26, 2023
SUBJECT: On-Call Pay Rate Increase for Juvenile Officers

SUMMARY OF ITEM TO BE PRESENTED:

Judge Edward Van Alst is requesting to increase the on-call pay rate for the Probate Court Juvenile Officers from \$14.71 per night to \$20.00 per night. The request would result in a total annual increase of \$1,930.85. Judge Van Alst is requesting the increased rate begin January 1, 2024.

The District Court is requesting their on-call rate to be increased to \$20.00 per night as well, so this would put both courts at the same rate, if approved.

RECOMMENDATION:

Administration recommends the Finance Committee forward a recommendation to the full board to approve Judge Van Alst’s request to increase the on-call pay for Juvenile Officers to \$20.00 per night, effective January 1, 2024.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: July 26, 2023
SUBJECT: Enhanced Outpatient Programming Proposal

SUMMARY OF ITEM TO BE PRESENTED:

A request for proposals was advertised by the County for a vendor to provide Enhanced Outpatient Programming (EOP) in Wexford and Missaukee Counties for Community Corrections. The RFP was advertised at the request of the State. Since the expense was projected to be under \$10,000, the sealed bid process was not a requirement of county policy.

One proposal was received from our current Vendor, Catholic Human Services, and is attached for your consideration. The Wexford-Missaukee Community Corrections Advisory Board is scheduled to review the proposal at their meeting on July 27th.

RECOMMENDATION:

Administration recommends the Finance Committee forward a recommendation to the full board to approve the proposal from Catholic Human Services for Enhanced Outpatient Services.

REQUEST FOR PROPOSALS

The Wexford Missaukee Community Corrections Advisory Board is seeking proposals from qualified vendors to provide Enhanced Outpatient Programming (EOP) in Wexford and Missaukee Counties.

SERVICES & QUALIFICATIONS

Enhanced Outpatient Program (EOP) is a structured treatment framework for engaging clients who have a substance use disorder through helping them achieve abstinence, stabilization and enter into recovery. Clients learn about issues critical to addiction and relapse, receive direction and support from a trained therapist, and become familiar with self-help and healthy pro-social behaviors to support recovery.

Expectations of the program: 1. Initial intake assessment 2. Treatment plan session 3. Attend a combination of treatment services that can include a minimum of one 1.5-hour group therapy sessions plus one individual session weekly for 8 weeks and a maximum of three 1.5-hour group therapy sessions plus one individual session for 8 weeks. The treatment service “package” will be based on the ASAM assessment and needs identified of the client and stage of change. The treatment services can include a hybrid of Zoom, phone and in-person therapy sessions.

The outpatient treatment provided should include a combination of the following evidence-based practices: Matrix Model, Seeking Safety, DBT and CBT SUD specific programming. It is expected that clients will complete a total of 8-16 therapy sessions in order to complete the program successfully.

The service provider shall agree to maintain appropriate professional liability insurance and other appropriate insurance and shall provide proof of said insurance at any time upon demand.

Eligible referrals for the EOP program will generally be the responsibility of the local Community Corrections Manager.

SERVICES FUNDING

EOP service contract will begin October 1, 2023, and terminate September 30, 2026 unless otherwise modified by contract. All services will be invoiced as “fee for services actually provided” on a monthly basis. A contract(s) will be entered into between the WMCCAB and the chosen vendor.

EOP for Wexford and Missaukee Counties shall not exceed \$7,500.

AWARDING OF CONTRACT(S)

Responses are due no later than Monday, July 3, 2023. Responses received after that date may be disqualified. Criteria for selection will include vendor qualifications, services experience, applicable certifications and licenses and previous experience working with the local criminal justice community and bid price for services.

Mail or email your proposal to: Community Corrections
437 East Division St.
Cadillac, MI 49601
mstark@wexfordcounty.org

Any questions should be directed to Mistine Stark at 231-779-9472.

Wexford County reserves the right to reject any and all proposals and to award the contract in the County’s best interest.

Enhanced Outpatient Program
An Evidence-Based Intensive Outpatient Program

Proposed by Catholic Human Services
1000 Hastings Street
Traverse City, MI 49686

The Matrix Model Enhanced Outpatient Program (EOP) will consist of an intense form of treatment based on client need. It will involve up to two group sessions plus one individual session per week. The goal will be to provide an intensive, supportive structured program to assist with client stability.

The Matrix Model Intensive Outpatient program is designed to provide a structured treatment framework for engaging clients who have a substance use disorder through helping them achieve abstinence. Clients learn about issues critical to addiction and relapse, receive direction and support from a trained therapist, and become familiar with self-help programs.

The Matrix Model incorporates a wide variety of evidence based approaches including: Motivational interviewing, Skill building, Relapse prevention, Cognitive behavioral therapy, Trauma Focused Cognitive Behavioral Therapy and other therapies within an individualized, person centered treatment plan.

Criteria: Client is chemically dependent and needs intensive programming and support to maintain abstinence and stability in life.

Goal: To establish abstinence from alcohol and other drug use while creating a stable and healthy foundation to support early recovery.

Objectives:

1. Increase understanding of addiction and relapse through attendance and participation in weekly intensive outpatient treatment.
2. Gain knowledge of at least 3 relapse prevention and recovery tools and skills.
3. Identify at least 3 personal triggers and cues which lead to using
4. Develop at least 3 alternate strategies to deal with these triggers and cues.
5. Identify at least 5 daily behaviors which promote abstinence and improved health and wellbeing, and practice them.
6. Develop, practice and use at least 3 recovery pro-social behaviors
7. Be Introduced to 12-step and other support groups

Catholic Human Services
Program Description

Interventions: Using manualized Matrix materials, attending Relapse Prevention groups and Early Recovery Skills, using cognitive/behavioral references and motivational interviewing, reading and discussing a topic in each group

Catholic Human Services (CHS) will provide the Matrix Model EOP as an open enrollment group format. Each offender will be given an assessment by CHS for eligibility. After Community Corrections Manager approves eligibility, offenders will participate in one gender specific group session, one co-ed recovery group as well as attend one weekly individual session. All group and individual sessions will be held weekly at the Cadillac CHS office. Each group will last for 1 ½ hours and include three or more participants with a maximum of 15 offenders per group.

Block Grant and Medicaid funds will be used when a client meets the criteria and Community Corrections agrees to pay the offender's \$10 co-pay. The maximum billing for the fiscal year will not exceed \$7,500. However if the client does not meet Block grant or Medicaid requirements, the cost will be \$50 per person of which \$40 will be the offenders responsibility and Community Corrections will pay \$10 co-pay. It is expected that participants will attend approximately 16 group sessions to complete the program. Community Corrections will receive a copy of assessment, weekly attendance and progress reports. Offender's signatures must be on all attendance sheets. The participant and the agent will receive a letter of completion after successful completion of program.

Chip Cieslinski
President/ CEO
1000 Hastings St.
Traverse City, MI 49686
231-947-8110

Sarah Hegg, LLp, CAADC
Clinical Supervisor
421. S. Mitchell St.
Cadillac, MI 49601
231-947-8110, ext 2111

CATHOLIC HUMAN SERVICES

Signature: _____ Date: _____

CCAB Chairman

Signature: _____ Date: _____



Wexford County

Request for Board of Commissioner Action

G.5.

Department: Central Dispatch

Submitted by: Duane Alworden

Subject: Vehicle Replacement

Committee: Finance

Committee Meeting Date: 7/26/2023

BOC Meeting Date: 08/02/2023

Action Request (proposed motion for the Board to consider):

Approval for Central Dispatch to purchase a vehicle from Betten Baker GMC, this vehicle is a replacement.

Financial Information (note the total cost, if the cost is budgeted, if there will be any future costs, e.g., maintenance contracts, and any other information that would assist the commissioners with this decision):

Vehicle is listed for \$ 29,995.00. This price does not include plate transfer fees, and other dealership fees associated with the vehicle purchase. Funds for this purchase will be coming out of Central Dispatch line item 261-000-980.00. Funds are available in this line item and will not hurt our normal operating budget or fund balance.

Summary (explain why the action is necessary and the desired outcome after implementation):

Central Dispatch is currently using a 2013 GMC Terrain that was the old EM car. This vehicle is starting to have engine issues and other mechanical issues.

Due to COVID being over with, dispatcher training and 911 meetings are starting to be in person again, and we are sending multiple dispatchers and management staff to different training courses across the state.

Note: this is not a new vehicle, the vehicle is used, and will fit our needs perfectly.


Timeline (if request is approved at BOC meeting date noted above):

ASAP

List of Attachments:

3 vehicles were pulled from area dealerships for comparisons. We are requesting the 2020 GMC Acadia SUV, with 20,751 miles. Betten Baker Stock Number: H4016

CERTIFIED PRE OWNED 2020 GMC
ACADIA SLE SUV

 8 views in the past 7 days

 **On The Lot** at Betten Baker GMC of Cadillac

Detailed Pricing

Price **\$29,995**

Price **\$29,995**
[Detailed Pricing](#)

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Get a **Kelley Blue Book™ Instant Cash Offer** in minutes.

GET MY OFFER 

Exterior Color

Quicksilver Metallic

Interior Color

Jet Black

Odometer

20,751 miles

Fuel Economy

21/27 MPG City/Hwy

[Details](#)

Transmission

9-Speed Automatic

Drivetrain

AWD

Engine

3.6L V6 SIDI

VIN

1GKKNRLSXLZ212369

Stock Number

H4016




INCLUDED PACKAGES & OPTIONS

Driver Convenience Package

\$1,750

8-Way Power Driver Seat Adjuster

 Vehicle Information

 Trade-In

 Delivery, Review & Submit

2019 ACADIA SLT-1 4WD

Finance: \$453
Per month | 72 months

Cash

\$29,961 *

[Review Payment Options](#)

[Take a Test Drive](#)

Contact dealer for up to date offers.

DEALER PRICE \$29,961



PLEASE CALL (231) 775-2413 TODAY !!



NOTE SEAT II HEATED FRONT SEAT



PLEASE CALL (231) 775-2413 TODAY !!

More about this Vehicle

VIN	1GKKNULS1KZ258805	DRIVE	4WD	BODY STYLE	SPORT UTILITY
EXTERIOR COLOR	RED QUARTZ TINTCOAT	ENGINE	3.6L V6 SIDI	TRANSMISSION	6-SPEED AUTOMATIC
MILEAGE	49893	SEATING	6	HORSE POWER	310 HP



Pre-Owned 2019 GMC Acadia SLE-2

VIN: 1GKKNSLS9KZ241514
Stock: 0174B

Exterior: Gray
Interior: Jet Black
Engine: 3.6L V6 SIDI
Mileage: 52,203

Drivetrain: AWD
Transmission: 6-Speed Automatic
Fuel Efficiency: 17 CITY / 25 HWY



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Vehicle Details:

- 6 Speakers
- AM/FM radio: SiriusXM
- Radio data system
- SiriusXM Radio
- Automatic temperature control
- Rear air conditioning
- Power driver seat
- Power windows
- Steering wheel mounted audio controls
- Speed-sensing steering
- 4-Wheel Disc Brakes
- Dual front impact airbags
- Emergency communication system: OnStar and GMC connected services capable
- Low tire pressure warning
- Overhead airbag
- Power Liftgate
- Electronic Stability Control
- Delay-off headlights
- 6-Speaker Audio System Feature
- Premium audio system: GMC Infotainment System
- Radio: AM/FM w/7" Diagonal Color Touch Screen
- Air Conditioning
- Front dual zone A/C
- Rear window defroster
- Power steering
- Remote keyless entry
- Four wheel independent suspension
- Traction control
- ABS brakes
- Dual front side impact airbags
- Front anti-roll bar
- Knee airbag
- Occupant sensing airbag
- Rear anti-roll bar
- Brake assist
- Exterior Parking Camera Rear
- Front fog lights



**Bishop Buick GMC of
Clare, Inc.**

821 E 5th St
Clare, MI 48617
(989) 386-9900

shaneg@bishopautomi.com

- Fully automatic headlights
- Security system
- Stop-Start Engine Control System
- Heated door mirrors
- Roof rack: rails only
- Apple CarPlay/Android Auto
- Driver door bin
- Front reading lights
- Outside temperature display
- Passenger vanity mirror
- Rear reading lights
- Telescoping steering wheel
- Trip computer
- 3rd row seats: split-bench
- Front Bucket Seats
- Heated Driver & Front Passenger Seats
- Passenger door bin
- Alloy wheels
- Variably intermittent wipers
- Panic alarm
- Speed control
- Bumpers: body-color
- Power door mirrors
- Spoiler
- Compass
- Driver vanity mirror
- Illuminated entry
- Overhead console
- Premium Cloth Seat Trim
- Tachometer
- Tilt steering wheel
- Voltmeter
- 6-Passenger (2-2-2 Seating Configuration)
- Front Center Armrest
- Heated front seats
- 18" x 7.5" Aluminum (4) Wheels
- Rear window wiper
- 3.87 Axle Ratio

Sale Price \$26,130

Disclaimer:

All Vehicles The Manufacturer's Suggested Retail Price excludes tax, title, license, dealer fees and optional equipment. Dealer sets final price.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: July 26, 2023
SUBJECT: My Community Dental Centers, Inc. Lease

SUMMARY OF ITEM TO BE PRESENTED:

In the past, My Community Dental Centers, Inc. (MCDC) has leased space at the Health Department with a contract between DHD and themselves. Now that the County has paid off the lease on the building, the dental clinic will be leasing the space from the County.

County legal counsel has reviewed and approved the following lease agreement.

RECOMMENDATION:

Administration recommends the Finance Committee forward a recommendation to the full board to approve a five-year lease agreement between Wexford County and MCDC.

LEASE AGREEMENT

This Lease Agreement (“Agreement” or “Lease Agreement”) is entered into this ____ day of _____, 2023, by and between My Community Dental Centers, Inc. (“MCDC”), whose address is 2940 Parkview Drive, Petoskey, Michigan 49770, and the County of Wexford (the “County”), whose address is 437 E. Division Street, Cadillac, MI 49601, for the lease of real property and improvements now or hereinafter existing on such real property as more fully described herein. MCDC and the County will be periodically referred to as “the Parties” in this Agreement.

RECITALS

WHEREAS, the County is the owner of real property located at 521 Cobb Street, Cadillac, MI 49601 (“the Property”); and

WHEREAS, the County desires to lease a portion of the Property to MCDC, and MCDC desires to lease a portion of the Property from the County in accordance with the terms and conditions described herein, said portion of the Property being an area of approximately 1,800 square feet on the second floor of said Property as more fully depicted on the attached Exhibit A, (hereinafter referred to as “the Leased Property”) for purposes of providing Dental Center Services on behalf of the District #10 Health Department pursuant to a Services Agreement between MCDC and District #10 Health Department, whose jurisdiction includes Wexford County.

NOW THEREFORE, in consideration of the promises and covenants herein, and other valuable consideration, the Parties hereto agree as follows:

THE LEASE AGREEMENT TERMS

1. **THE LEASED PROPERTY; OPERATION OF A DENTAL CENTER.** The County hereby leases to MCDC and MCDC hereby leases from the County the Leased Property for the Leasehold Term specified in Paragraph 2 below and upon the terms and conditions set forth in remainder of this Lease Agreement. Specifically, MCDC agrees to operate the Leased Property as a Dental Center, with a focus on service to the low income, uninsured, and underinsured. MCDC accepts the condition of the Leased Property “AS IS” with all known and unknown faults and defects. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY MCDC THAT THE COUNTY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LEASED PROPERTY OR ITS FITNESS FOR THE INTENDED USE FOR WHICH IT IS LEASED.
2. **THE LEASEHOLD TERM.** The term of this Agreement shall commence on July 1, 2023 and shall terminate on July 31, 2028 (“the Leasehold Term”). The Parties may agree to extend this Agreement for an additional five (5) years beyond the initial term under terms and conditions agreed to by the Parties in writing.

3. **THE LEASEHOLD CONSIDERATION.** As consideration for the Leased Property lease, MCDC shall pay an annual rent of \$22,080.00. Rent shall be payable in installments of \$1,840.00 monthly, due and payable by the 1st of each month. The Parties agree to annually review the leasehold rent for any adjustments as may be needed. Anything herein to the contrary notwithstanding, such rental adjustment shall not exceed two percent (2%) annually.

County shall be responsible for paying the cost of non-specific Leased Property metered utilities, including electrical, gas, water, and sewer. However, MCDC shall be responsible for any established excess utility consumption beyond normal office use. MCDC shall be responsible for all telephone expenses incurred by MCDC.

If MCDC fails to pay rent when due; if MCDC fails to use or continue to use the Leased Property for the use authorized in this Lease Agreement; if MCDC fails to perform any other obligations under this Lease within ten (10) days after receiving written notice of the default from the County; if MCDC makes any assignment for the benefit of creditors or a receiver is appointed for MCDC or its property; or if any proceedings are instituted by or against MCDC for bankruptcy (including reorganization) or under any insolvency laws, the County in addition to any other rights or remedies it may have, may terminate this Lease effective immediately upon delivery of notice of termination to MCDC, re-enter and recover possession of the Leased Property. In addition to the County's other rights and remedies as stated in this Lease, or available to it under Federal or State laws, rules, and regulations, and without waiving any of those rights, if the County deems necessary any repairs that MCDC is required to make or if MCDC defaults in the performance of any of its obligations under this Lease, the County may make repairs or cure defaults and shall not be responsible to MCDC for any loss or damage that is caused by that action. MCDC shall immediately pay to the County, on demand, the County's costs for making repairs and curing any defaults, as additional rent under this Lease.

MCDC shall not vacate or abandon the Leased Property during the term of this Lease. If MCDC does vacate or abandon the Leased Property or is dispossessed by process of law or otherwise, this Lease shall terminate effective immediately and the County may enter and recover possession of the Leased Property and all improvements MCDC or the County has made thereto. The County may also take possession of and dispose at its discretion all property left at the Leased Property more than thirty (30) days after the effective date of this Lease's termination.

4. **DENTAL EQUIPMENT.** MCDC will own all the furnishings, equipment and personal property at the Leased Property and will be responsible for its maintenance, repair, and replacement during the term of the Lease. Equipment, furnishings and/or personal property of MCDC or MCDC employees or invitees at the Leased Property shall be kept at the Leased Property at MCDC's sole risk. The County shall not be responsible for insuring such equipment, furnishings or personal property against loss or damage from any cause.

MCDC shall have the right to remove its furnishings, equipment and/or personal property at any time before or within a reasonable time following the termination of this Lease, including any

renewals or extensions thereof, by lapse of time or otherwise, provided MCDC, at its own expense, repairs any damage to the Leased Property caused by such removal. If MCDC's furnishings, equipment or personal property is not removed within thirty (30) days after termination of this Lease it may be treated by the County as abandoned property and may be disposed of by the County in such manner as the County in its sole discretion may elect.

5. USE OF THE LEASED PROPERTY.

5.1 The Parties acknowledge that the Dental Center will mutually benefit the Parties, as well as the Parties' staff, patients and visitors. MCDC shall not undertake, permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about the leased Property which causes or is likely to cause: 1) injury or damage to any person, 2) injury or damage to the Leased Property and/or Improvements, or 3) in any way unreasonably impair the value of Leased Property. MCDC shall be solely responsible for its operations, but shall reasonably cooperate with the County and District #10 Health Department so as to avoid interference with the County's or Health Department's normal operations.

5.2 MCDC covenants and agrees that the use of the Leased Property shall be restricted only to MCDC's use and that MCDC shall have no right to lease, assign, or in any way convey the right to use the Leased Property to anyone else without first obtaining the prior written consent of the County. Consent by the County to any lease, assignment or conveyance of the right to use the Leased Property or any part thereof shall be limited to that stated in such written consent and shall not constitute a release, waiver, or consent to any other lease, assignment, or conveyance of the right to use same. In no event shall such a lease, assignment or conveyance restrict or delay the County's ownership of the Leased Property.

5.3 MCDC shall use the Leased Property in compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations, including, but not limited to, rules and regulations adopted by the County on use of and conduct on County's property. No activity shall be conducted on the Leased Property that (a) does not comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations, (b) creates a nuisance, (c) causes an increase in the existing rate of insurance upon the building, or (d) is prohibited by the standard form of fire insurance or the County MMRMA insurance policy.

5.4 MCDC shall not permit hazardous substances to be located at the Leased Property or to be generated, treated, stored, disposed of or otherwise deposited at the Leased Property without first obtaining the prior written approval of the County, excepting those substances as may be reasonably needed for ordinary maintenance and operation of the Dental Center.

5.5 MCDC at all times shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction over the operation of the Dental Center.

5.6 The County shall provide to MCDC, its employees, customers, and licensees, the right to use parking spaces on the premises which shall be in sufficient number to meet city parking

ordinances including consideration for handicapped parking under current and future ordinances. The County may temporarily close any part of this parking facility for such a period of time as may be necessary to make repairs and alterations, and shall provide advance notice of such closure to MCDC whenever possible.

6. **RIGHT OF THE COUNTY TO ENTER LEASED PROPERTY.** The County shall have the right to have a duly authorized employee, contractor, or agent enter the Leased Property or any part thereof at any time for the purpose of examining the same or making such repairs or alterations as may be necessary for the safety and preservation thereof. The County shall attempt to provide MCDC advance notice of such entry whenever possible.

7. **LEASED PROPERTY MAINTENANCE AND REPAIRS; LEASED PROPERTY UTILITIES; PERSONAL PROPERTY MAINTENANCE AND REPAIRS.**

7.1 **County's Obligation for Maintenance.** The County shall be solely responsible for paying the cost of operating and taking care of all of the following with regard to the Leased Property during the Leasehold Term:

- (a) general repair and maintenance of the Leased Property defined as: 1) plumbing systems and fixtures and other plumbing equipment serving the Leased Property, 2) heating and air conditioning systems and equipment, 3) all utilities serving the Leased Property, including electricity, gas, oil, steam, water and sanitary sewer, and 4) trash and rubbish removal.
- (b) Exterior maintenance, including parking lot lighting, snow and ice removal from the parking lot and sidewalks, and exterior lawn and landscaping.

Notwithstanding the foregoing, MCDC shall be solely responsible for both the cost and undertaking of any special or additional cleaning, disinfecting, or other maintenance to the Leased Property necessitated by its use as a Dental Center, or as required by law or as is consistent with other similar dental facilities, including those owned or utilized by MCDC.

7.2 **MCDC's Obligation for Maintenance.** Except for those items listed in 7.1 as the County's obligation under this Lease, MCDC shall keep and maintain in good order, condition, and repair, the Leased Property, including interior portion of the doors, lighting fixtures, floors, walls, and ceiling (the "Interior"). MCDC shall be responsible for general/daily cleaning of the Leased Property and the Improvements, including the disposal of sharps, needles or other medical waste generated by MCDC as part of its dental services. Such repairs which are minor in nature and not specifically covered under the provisions of this agreement shall be the responsibility of MCDC. Minor repairs will be defined as: any repair which is \$500.00 or less. Notwithstanding the foregoing, MCDC shall be responsible for reimbursing the County for the cost of repairs for damage to the Leased Property caused by MCDC employees, volunteers, or invitees. MCDC shall keep and maintain the Leased Property in a clean, sanitary, and safe condition and shall handle all trash and refuse in a neat and orderly manner.

7.3 MCDC's Alterations. MCDC shall not make any alterations, additions, or improvements to the Leased Property without prior consent of the County. All alterations, additions, improvements, and fixtures (specifically excluding the Dental Equipment described in Section 4) which may be made or installed by either party upon the Leased Property, shall remain upon and be surrendered with the Leased Property, and become the property of the County at the termination of this lease, unless the County agrees to their removal in writing prior to their installation.

7.4 Quiet Enjoyment and Right of Entry. It is understood and agreed that MCDC's hours of operation may include hours and days during which the County's offices may not be open for business. Notwithstanding such, MCDC and its employees, customers and vendors shall have access to the Leased Property during all days and hours that MCDC is open for business.

8. JOINT MEETINGS. The Parties agree to meet on a periodic basis, at a time and place agreed to by the Parties, to discuss both the past and future performance of this Agreement and to suggest methods of improvement or any other pertinent issue.

9. INSURANCE. MCDC shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's (www.ambest.com) Insurance Reports rating of A.

A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Coverage shall include the following:

(1) Contractual Liability;

(2) Products and Completed Operations;

(3) Independent Contractors Coverage;

(4) Broad Form General Liability Endorsement or Equivalent, if not already included;

(5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; and

(6) Per Contract aggregate.

C. If applicable, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate

for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

- D. Additional Insured - Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford, including all County of Wexford's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

MCDC's Commercial General Liability Insurance and Motor Vehicle Liability Insurance shall be made primary to the Additional Insureds and not contributory with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.

- E. Cancellation Notice - It is expressly understood and agreed that MCDC shall provide County with thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in the insurance coverages required by this Lease. If MCDC's insurers refuse to provide such an endorsement, then MCDC shall be responsible for providing the required notices.
- F. Proof of Insurance - MCDC, at the time the Lease is returned by it for execution, shall provide the County with two (2) copies of certificates of insurance for each of the insurance coverages mentioned above. If so requested, certified copies of all policies will be furnished.
- G. Continuation of Coverage - If any of the above insurance coverages expire during the term of this Lease, MCDC shall deliver renewal certificates and/or policies to the County not less than ten (10) days prior to the expiration date.
- H. Waiver of Subrogation. To the extent permitted by law, MCDC hereby releases the County, its elected and appointed officials, employees and volunteers, and others working on behalf of the County from any and all liability or responsibility to MCDC or anyone claiming through or under MCDC by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the County, its elected and appointed officials, employees or volunteers, or others working on their behalf. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of MCDC's occupancy or use, and MCDC's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of MCDC to recover thereunder.

MCDC agrees that its insurance policies will include such a clause or endorsement and shall submit evidence of such clause or endorsement to the County.

10. INDEMNIFICATION AND HOLD HARMLESS. All liability, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be performed pursuant to the obligations of a Party under this Lease Agreement shall be the responsibility of that Party and not the responsibility of the other Party, if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the Party pursuant to the duties of that Party as described in this Lease Agreement or applicable law. Liability for claims asserted due to fraud, gross negligence or criminal conduct shall be the responsibility of the Party committing the fraud, gross negligence or criminal conduct.

To the extent allowed by law and except as set forth in this Lease Agreement, each Party covenants and agrees to indemnify and hold harmless the other Party as well as its officers, employees and agents from and against any and all damages, claims, settlements, actions, and causes of action, including reasonable legal fees and costs to defend the same for injuries to any person or property arising from any obligations imposed on the indemnifying Party by this Lease Agreement or applicable law.

The Parties acknowledge and agree that nothing herein shall be construed as a waiver of any governmental immunity that is provided to the County or its employees, elected officials, agents, and volunteers by statute or court decisions.

11. SIGNS. MCDC shall have the right to erect or install any signs at the Leased Property which are approved by the County and, if applicable, the municipality now or hereafter having jurisdiction over the Leased Property, which approval shall not be unreasonably withheld. All signs shall be kept in good repair.

12. TAXES AND SPECIAL ASSESSMENTS. The Parties acknowledge that both the County and MCDC are tax-exempt entities ordinarily not subject to personal property taxes or real property taxes. However, if taxes are assessed at some future point, taxes shall be prorated based upon usage of the taxable square footage.

13. TERMINATION.

13.1 This Agreement may be terminated at any time by mutual written agreement of the Parties.

13.2 This Agreement may be terminated by either the County or MCDC with 180 days written notice to the other party.

13.3 In the event that the Services Agreement between MCDC and the District #10 Health Department is terminated for any reason, this Lease Agreement shall terminate concurrently without any further action by either party.

13.4 This Lease may be terminated by operation of other provisions of this Lease Agreement.

14. LIENS. MCDC shall not cause or allow any lien to be placed upon the Leased Property and shall indemnify, defend and hold the County harmless from any such lien. Nothing herein shall be

construed to subject the Leased Property to liability under Michigan construction lien laws or otherwise, it being understood that the Leased Property is not subject to such liability.

15. COMPLIANCE WITH THE LAW AND NONDISCRIMINATION. MCDC shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in its use of and activities within the Leased Property, including, but not limited to, the following:

The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.

Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder.

The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

Breach of this covenant shall be regarded as a material breach of this Lease.

16. DESTRUCTION OR EMINENT DOMAIN OF LEASED PROPERTY.

16.1 In the event of the total destruction of the Leased Property by fire or otherwise, this Lease shall cease and MCDC shall no longer be liable for rent.

16.2 In the event of a partial destruction, by fire or otherwise, of the Leased Property, such as to render it unsuitable for the intended use thereof, either of the parties hereto may, within forty-five (45) days from the date in which the damage occurred, terminate this Lease upon written notice to the other party. Such termination shall be deemed effective as of the date in which the notice of termination is received by the non-terminating party. If this Lease is terminated, MCDC shall no longer be liable for rent as of the effective date of termination. In the event this Lease is not terminated in accordance with this section, the County shall repair, restore, or rebuild areas of the premises so affected. While the repairs, restoration, or rebuilding is in process, MCDC shall remain liable for rent.

16.3 If the Leased Property or a part thereof or any estate therein, or any other part of the County's property adjoining the Leased Property materially affecting MCDC's use of the Leased Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. In the event of termination, MCDC shall no longer be responsible for paying the County rent. MCDC shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but MCDC may file a claim for any taking of fixtures and improvements owned by MCDC, and for moving expenses.

17. NOTICES. Notices or consents of any kind required or permitted under this Agreement shall be deemed duly delivered if delivered personally, by email, by fax or by certified mail, return receipt requested, postage prepaid to the appropriate party as follows:

If to the County: **County of Wexford, Michigan**
Attention: Clifford (Joe) Porterfield
437 E. Division Street
Cadillac, MI 49601

If to MCDC: **My Community Dental Centers, Inc.**
Attention: Dr. Deborah Brown
2940 Parkview Drive
Petoskey, MI 49770

Or such other addresses or to the attention of such other individuals as shall be specified in writing by the respective Parties.

18. WAIVER. The failure of either party to insist upon strict performance of any covenants or conditions of this Lease Agreement or to exercise any option here conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. No covenant, term or conditions of this agreement shall be deemed to have been waived by either party, unless such waiver is in writing by such party.

19. ENTIRE AGREEMENT. This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the County and MCDC concerning the lease of the Leased Property. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between MCDC and the County other than are herein set forth. Notwithstanding the foregoing, all attached Schedules listed below are incorporated herein by express reference: NONE.

20. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term, covenant or condition to persons or circumstances, shall not be affected thereby and the remainder of the Lease Agreement shall be valid and enforceable to the fullest extent permitted by law, unless removal of such term, covenant or condition materially impacts the general intent of the Lease Agreement.

21. AMENDMENTS. Except as otherwise stated herein, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon the County or MCDC unless reduced to writing and signed by both Parties.

22. BINDING EFFECT. This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

23. HEADINGS. The headings to the various clauses of this Lease Agreement have been inserted for the convenience of the Parties only. The headings shall not be used to interpret or construe the meaning of the terms and provisions hereof.

24. COUNTERPARTS. This Agreement may be signed in counterparts, each counterpart to be considered an original portion of this Agreement, and, upon the event of each party signing the Agreement it shall be final and binding upon the Parties. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature page(s) executed by one or more of the other Parties. Each of the Parties agree that each of the other Parties may rely upon the facsimile signature of any party on this Agreement as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement as fully as if this Agreement contained the original ink signature of the party or Parties supplying a facsimile signature.

25. PREPARATION OF LEASE AGREEMENT AND CONSTRUCTION. This has been prepared jointly by respective counsel for each of the Parties, with a full opportunity for the Parties to negotiate its terms. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The Parties agree and acknowledge that no threat, either expressed or implied, duress, coercion, intimidation, or similar force, either expressed or implied, was exercised by any party to obtain the consent of another to the terms of this Agreement.

26. APPLICABLE LAW. This Agreement shall be construed and governed by the laws of the State of Michigan, and shall be construed and interpreted in accordance with its laws notwithstanding its conflict of law principles or any other rule, regulation, or principle that would result in the application of any other state's law.

27. AUTHORITY. Each Party hereto warrants and represents to the other that the execution and performance of this Agreement by it has been duly authorized such that the signatory hereto possesses all requisite power and authority to bind the entity on whose behalf they execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease Agreement to be signed in their respective names by their respective officers and sealed with their respective seals the day and year first above written.

County of Wexford, Michigan
Gary Taylor, Board Chairman

My Community Dental Centers, Inc.
Dr. Deborah Brown, CEO

Date

Date

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: Administration
FOR MEETING DATE: July 26, 2023
SUBJECT: MEI Special Consideration Request

SUMMARY OF ITEM TO BE PRESENTED:

Ms. Lisa Kaspriak, MMMEG Administrator, is requesting an additional \$100 of compensation for a Medical Examiner Investigation. The current medical examiner contract is effective June 1, 2021 through May 31, 2025. Exhibit B of that contract states that “occasional extenuating circumstance stipend additional as approved by County at \$100/case”.

This special consideration request is due to the investigation involving circumstances that were significantly beyond those of a typical investigation.

RECOMMENDATION:

Administration recommends the Finance Committee forward a recommendation to the full board to approve the special consideration request.