

**LIVINGSTON COUNTY  
VETERANS' SERVICES COMMITTEE  
SPECIAL MEETING AGENDA**

July 14, 2021

6:00 p.m.

2300 E. Grand River, Conference Room B, Howell, MI

1. CALL TO ORDER
2. PLEDGE OF ALLEGIENCE
3. ROLL CALL
4. CONSENT AGENDA
5. CALL TO THE PUBLIC
6. APPLICATIONS FOR RELIEF
7. BUSINESS
  - 7.1. 2022 Grant
8. DIRECTOR REPORTS
9. COMMITTEE DISCUSSION
10. ADJOURNMENT

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# FY2022 COUNTY VETERAN SERVICE FUND GRANT

## GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. Your Authorizing Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners.

### CONTACT INFORMATION

<b>Applicant County</b>	Livingston County		
<b>Total Grant Amount Requested</b>	\$73,725		
<b>SIGMA Vendor Code</b>	CV0048182	<b>SIGMA Address Code</b>	

<b>Project Director</b>	MARY DURST		
<b>Mailing Address</b>	2300 E. GRAND RIVER AVE, SUITE 109, HOWELL, MI 48843		
<b>Phone</b>	517-552-6902		
<b>E-mail Address</b>	MDURST@LIVGOV.COM		

<b>Financial Officer</b>	CINDY CATANACH		
<b>Mailing Address</b>	304 E. GRAND RIVER AVE., SUITE 202, HOWELL, MI 48843		
<b>Phone</b>	517-546-3669 X 4		
<b>E-mail Address</b>	CCATANACH@LIVGOV.COM		

<b>Authorized Official</b>	WES NAKAGIRI		
<b>Mailing Address</b>	304 E. GRAND RIVER AVE., HOWELL, MI 48843		
<b>Phone</b>	517-546-3520		
<b>E-mail Address</b>	WNAKAGIRI@LIVGOV.COM		

All assistance, programming, and service initiatives need to be submitted with separate project narrative, budget narrative, and Excel request forms. Please duplicate the Project Detail, Budget Narrative, and Excel request sheets as needed for each initiative/program/salaries your county is seeking funding. Attach pages as needed.

Grant amount requested above is the TOTAL of ALL initiatives/programs/salaries.

## PROJECT DETAIL

<b>Project Title</b>	COUNTY VETERAN SERVICE FUND
<b>Grant Focus Area</b>	CONTINUATION OF NEW OFFICE LEASE FUNDING (OCT '21-SEP '22)

## PROJECT NARRATIVE

Detailed project narrative must be provided below.

This funding will be a continuation from the original 2020 Grant/Work Program and the 2021 CVSF grant. With continued funding, we will be able to increase our visibility, increase our local community partnerships and increase services to veterans; in turn better educating and connecting veterans and their dependents with their earned benefits.

**Veteran Services Lease Expense Summary  
October 2021 to September 2022**

Description	10/1/2021	11/1/2021	12/1/2021	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022
<b>Monthly Rental Rate</b>	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,825	\$ 3,825	\$ 3,825	\$ 3,825	\$ 3,825	\$ 3,825	\$ 3,825	\$ 3,825
<b>Net Lease Rate</b>	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875	\$ 1,875
<b>Montly Total</b>	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,625	\$ 5,700	\$ 5,700	\$ 5,700	\$ 5,700	\$ 5,700	\$ 5,700	\$ 5,700	\$ 5,700

<b>2021 Total</b>	\$ 16,875
<b>2022 Total</b>	\$ 56,850
<b>Grand Total</b>	\$ 73,725

## **LEASE**

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into by and between **GENOA INVESTMENTS, LLC**, with offices at 48777 Strawberry Knoll Lane, Macomb, Michigan, 48044 (the "Lessor") and the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (the "Lessee"), on behalf of **LIVINGSTON COUNTY VETERAN SERVICES**, with offices located at 2300 E. Grand River Ave., Suite 109, Howell, Michigan 48843. The Lessor and Lessee (each, a "Party" and together, the "Parties" to this Lease) hereby agree as follows:

### **WITNESSETH:**

**WHEREAS**, the Lessor wishes to lease space to the Lessee and the Lessee wishes to lease the same so that Livingston County Veteran Services may better serve and provide services to Livingston County veterans; and

**WHEREAS**, the Parties desire to memorialize the terms and conditions under which the Lessor will lease the Leased Premises (defined below) to Lessee.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and on the terms and subject to the conditions set forth below, **IT IS HEREBY AGREED**, as follows:

### **ARTICLE 1 THE LEASED PREMISES**

**1.1 Area Leased.** The Lessor, subject to the terms and conditions set forth in this Lease and in consideration of the rent to be paid by the Lessee, hereby leases to the Lessee a portion of a certain building situated in the Genoa Center Shopping Center, located at 1420 Lawson, Howell, Michigan, with space containing approximately 5,000 sq. ft. (the "Leased Premises"). The Lessor hereby further leases and guarantees to the Lessee parking spaces in the parking lot adjacent to the Leased Premises.

**1.2 Description of Common Areas.** The Leased Premises includes use of the common areas together with all rights, privileges, easements, and appurtenances that in any way pertain to the Leased Premises, together with any improvements to be erected upon the Leased Premises to be used by the Lessee as provided by this Lease. "Common Areas" include parking areas, sidewalks, landscaping, curbs, loading areas, lighting facilities, roof, exterior walls, gutters, and downspouts of the building.

**1.3 Construction of Improvements.** The Lessor agrees, prior to the commencement of this Lease, to complete improvements to the Leased Premises, including, but not limited to, having the HVAC system inspected by a licensed and insured HVAC contractor. The Lessor will provide the Lessee with a copy of any reports generated by the HVAC contractor following the inspection.

### **ARTICLE II TERM AND TERMINATION**

**2.1 Lease Term.** The term of this Lease shall commence on the **1<sup>st</sup>** day of **March, 2021** (the "Commencement Date"), and continue through the **31<sup>st</sup>** day of **March, 2026**, at which time this Lease

shall terminate (the "Expiration Date"). This Lease may be extended for up to 1 additional 5-year term by written notice from the Lessee to the Lessor (the "Extended Term").

**2.2 Termination by the Lessee without Cause.** After the initial 5year lease period, the Lessee may terminate this Lease, without cause, after giving the Lessor at least 90 calendar days' prior written notice at any time prior to the Expiration Date.

**2.3 Termination by the Lessee with Cause.** The Lessee may, after giving the Lessor at least 60 calendar days' prior written notice and to the extent permitted by laws and regulations, terminate the Lease at any time prior to the Expiration Date if (i) the Lessor fails to maintain the Leased Premises in a tenantable condition, (ii) the Leased Premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit, or (iii) the Lessor fails to repair and restore the Leased Premises from damages as further outlined herein.

**2.4 Government Non-Availability of Funds.** In the event the Lessee's source of funding for Livingston County Veteran Services is reduced or terminated at any time, or larger facilities are required, notwithstanding any other provision of this Lease to the contrary, this Lease may be terminated by the Lessee if notice is given to the Lessor in writing at least 180 calendar days prior to the date on which such termination becomes effective. In the event of termination, the Lessor shall receive those monthly rental payments which are due and owing as of, but not exceeding, the effective date of this Lease's premature termination.

**2.5 Termination by the Lessor.** The Lessor may, after giving the Lessee at least 90 calendar days' prior written notice and to the extent permitted by laws and regulations, terminate the Lease at any time prior to the Expiration Date if (i) the Lessee's use of the Leased Premises is in violation of local adopted ordinances, or recorded deed restrictions; (ii) damage or destruction to the Leased Premises exceeds 50% of the replacement value of the Leased Premises; or (iii) the Leased Premises are taken by eminent domain/condemnation proceedings.

**2.6 Outstanding Rent.** In the event of early termination, the monthly rent payments, which are due and owing as of the effective date of termination, shall be allocated proportionately and invoiced to the Lessee.

### **ARTICLE III RENT; PAYMENT OF UTILITIES AND TAXES**

**3.1 Rent.** The monthly rental payments to be made by the Lessee to the Lessor during the initial term of this Lease and any extensions thereof shall be as follows:

- A.** The Lessee shall pay the Lessor rent for the use of the Leased Premises at a rate payable in equal monthly installments of \$3,750.00 beginning on the first day of the fourth month of the initial term of this Lease. Beginning 12 months after the Commencement Date, rent shall be increased by 2% per year, effective on each annual anniversary of the Commencement Date.
- B.** The Parties agree that this Lease shall be deemed and construed to be a "net lease" and, except as otherwise provided herein to the contrary, the Lessee agrees to pay the Lessor for all expenses attributed to the Leased Premises and for Lessee's proportionate share of the Common Areas, including, without limitation, all costs and expenses of maintenance and repairs, insurance, and taxes.

- C. If the Lessee exercises its option to extend the term of this Lease, the sum paid per month during the Extended Term shall be the same as the monthly amounts paid during the initial term, subject to the 2% annual increase.

**3.2 Place of Payment.** All payments of rent or other sums to be made to the Lessor shall be made payable to **GENOA INVESTMENT, LLC**, at 48777 Strawberry Knoll Lane, Macomb, Michigan, 48044, or at such other places as the Lessor may from time to time designate in writing.

**3.3 Utilities, Janitorial Services, and Trash Disposal.** The Lessee shall, at its own expense, be responsible for utilities in the Leased Premises, including gas, water, heat, and electricity, and the payment thereof. The Lessee shall also be responsible for obtaining and paying for custodial and janitorial services for the Leased Premises and trash pick-up and removal.

**3.4 Tax-Exempt Status.** The Parties mutually agree that Lessee, as a municipal corporation and political subdivision of the State of Michigan, has tax exempt status. The Lessee shall not pay any taxes to which its exempt status extends. The Lessee shall, however, be responsible for any taxes on the Leased Premises from which it is not exempt.

#### **ARTICLE IV AUTHORIZED USE OF THE LEASED PREMISES**

**4.1 Permitted Use of Leased Premises.** It is understood and agreed between the Parties that said Leased Premises during this Lease shall be used and occupied for a general office and any other uses or uses consistent with or incidental to this use and for no other purpose, including use in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Lessor may, at the Lessor's option, forthwith, re-enter, and repossess the Leased Premises without discharging the Lessee's contractual duty to pay rent and additional rent.

#### **ARTICLE V RESTRICTIONS ON USAGE OF THE LEASED PREMISES AND COMMON AREAS**

**5.1 Licenses and Permits on Use and Compliance with the Law.** The Lessee shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Leased Premises. The Lessee shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the use of the Leased Premises and shall correct violations thereto at the Lessee's sole expense.

**5.2 Usage of Common Areas.** The Lessor shall at all times have the right of determining the nature and extent of the Common Areas, and of making such changes which, in its opinion, are deemed to be desirable. The Lessor shall not be liable for any damage to motor vehicles of the Lessee's clients or employees or for loss of property from within such motor vehicles unless caused by the criminal acts, intentional torts, or negligence of the Lessor, its agents, servants, or employees. It shall be the duty of the Lessee to keep all of said parking areas only for normal parking and ingress and egress by the Lessee's employees, clients, and service suppliers to and from the building occupied by the Lessee. The Lessor shall not change the Common Areas in any manner which would, in the Lessee's reasonable opinion, significantly adversely affect the operations being conducted in the Leased Premises or adversely affect accessibility to or identity of the Leased Premises without the Lessee's prior written consent, which shall not be unreasonably withheld.

**5.3 Rules and Regulations Governing Common Areas.** The Lessor shall also have the right from time to time to establish, change, and enforce against the Lessee and the other users of Common Areas such reasonable rules and regulations as may be deemed necessary or advisable for the proper operation and maintenance of the Common Areas. The Lessor shall have the right to close all or a portion

of such areas to such extent as may be legally necessary, in the opinion of the Lessor, to prevent a dedication thereof or the acquisition of any rights therein by any person or by the public, such closing not to unreasonably interfere with the conduct and/or operation of the Leased Premises. In the event such rules and regulations or closing of the common area unreasonably interfere with the operation of the Leased Premises, the Lessee may terminate this Lease upon 30 calendar days' prior written notice to the Lessor. All such rules and regulations shall be applied and enforced equally among all users of the Common Areas.

## **ARTICLE VI MAINTENANCE, REPAIRS, AND ALTERATIONS**

**6.1 Maintenance of Parking Lot and Access Ways.** The Lessor shall be responsible for the maintenance of the parking lot used by the Lessee. The Lessor shall keep the same in good repair and shall have snow accumulation in excess of 2 inches removed. Additionally, the Lessor shall be responsible for external maintenance of the Leased Premises including, but not limited to, the clearing, maintenance, and snow removal of sidewalks and access to the Leased Premises.

**6.2 Maintenance and Repair of the Leased Premises.** The Lessee shall, at its own expense, be responsible for minor internal maintenance and repair to the Leased Premises, including keeping the Leased Premises in a clean and sanitary condition. The Lessor is responsible for all major repairs of the Leased Premises and/or maintaining and keeping in good repair the building of which the Leased Premises are a part including, but not limited to, the roof, exterior walls, windows, exterior plumbing, heating and cooling systems and ventilation. The Lessee will pay the initial repair costs, up to \$500.00, for any interior plumbing issues. The Lessor will pay the amounts in excess of \$500.00. The Lessee is responsible for its own interior remodeling and maintenance costs.

**6.3 Furniture, Fixtures and Appliances.** It is understood and agreed that any furniture, fixtures, or appliances placed by the Lessee in the Leased Premises prior to or during the period of this Lease are to be and remain the property of the Lessee and the Lessee shall have the right to remove the same at any time before or within a reasonable time following the termination of this Lease, including the renewals or extensions thereof, provided the Lessee, at its expense, repairs any damage to the Leased Premises caused by removal of fixtures within a 30 day period. It is further understood and agreed, however, that the rights contained herein do not apply to the mutually agreed to renovations necessary for occupancy of the Leased Premises, which renovations shall remain with the Leased Premises.

**6.4 Insect and Rodent Control.** The Lessor shall be responsible for insect and rodent control in the Leased Premises, Common Areas, the building of which it is a part, and on its property outside the building.

**6.5 Garbage.** The Lessor shall, at its own expense, provide garbage containers and pick-up service adequate to handle trash generated by the Lessee at the Leased Premises and other users of the Lessor's property. The garbage pick-up service shall require pick up at least once weekly. All garbage containers shall be kept covered and in such locations as the Lessor may designate which are accessible to persons providing janitorial services to the Leased Premises.

**6.6 Maintenance Request.** The Lessor shall have a reasonable period of time, not to exceed 30 calendar days after receipt of a detailed notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defect shall be allowed, provided the Lessor proceeds with due diligence both during and after such 30-calendar day period and the total time period to cure does not exceed 90 calendar days.

6.7 **Important Service or Repair Contractors.** A listing of important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance shall be provided to the Lessee at the commencement of this Lease. These emergency telephone numbers shall be used by the Lessee only after attempting to contact the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. The Lessor's failure to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of its choosing.

6.8 **Alterations.** The Lessee shall have the option to remodel or make alterations or structural changes (collectively, "Tenant Improvements") to the Leased Premises during the Lease or any extension at the Lessee's expense. The Lessee shall not make such Tenant Improvements to the Leased Premises without the prior written consent of the Lessor, which shall not be unreasonably withheld. At the termination of this Lease, the Lessee shall, at its sole cost and expense, remove such Tenant Improvements and restore or otherwise return the Leased Premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

6.9 **Insurance Covering Tenant Improvements.** Prior to the Lessee's commencement of any Tenant Improvements to the Leased Premises, the Lessee shall provide to the Lessor evidence of the insurance coverage for such work. All approved Tenant Improvements shall be performed in a good and workmanlike manner by licensed, insured contractors in accordance with all applicable Federal, State, and local laws, codes, ordinances, rules, and regulations, including, but not limited to, local fire marshal regulations. The Lessee shall also be responsible for obtaining necessary permits and inspections by appropriate authorities.

## ARTICLE VII SIGNAGE

7.1 **The Lessee's Signs.** All of the Lessee's identification signs will be consistent with local signage regulations and subject to a right of refusal or removal by the Lessor. The Lessee shall be responsible for requesting and obtaining any local government sign ordinance variances and the payment of any related services. The Lessee may arrange for signs to be installed at such places approved by the Lessor in writing and at the Lessee's expense. The Lessee's signs shall be limited to the identification of the Lessee only unless otherwise agreed to by the Lessor in writing.

## ARTICLE VIII QUIET ENJOYMENT AND RIGHT OF ENTRY

8.1 **Quiet Enjoyment.** The Lessor warrants its lawful right to enter this Lease for the term above-mentioned and the Lessor will put the Lessee in complete and exclusive possession of the Leased Premises. If, for any reason, the Lessor shall fail to put the Lessee in complete and exclusive possession of the Leased Premises, the Lessee may, at its option, cancel this Lease or require the Lessor, at the Lessor's expense, to proceed with all due diligence to obtain possession of the Leased Premises and to tender the same to the Lessee; or, if in the judgment of the Lessor the costs anticipated to be incurred by the Lessor do not justify such action, the Lessor may cancel this Lease upon tender to the Lessee of reimbursement of costs incurred by the Lessee, including the costs of renovations. Rent shall be abated during any such period that the Lessee is denied possession of the Leased Premises.

The Lessor covenants that if the Lessee shall pay the rent and perform the terms of this Lease as required of the Lessee, the Lessee shall, during the term of this Lease, have free, peaceful, and quiet

occupancy and enjoyment of the full possession of the Leased Premises without molestation or hindrance, and if at any time during the term hereof the right of the Lessor to lease the Leased Premises shall fail, the Lessee, in addition to its other remedies at law, shall have the option to terminate this Lease without any liability whatsoever except rent accrued to the date of termination.

**8.2     Right of Entry.** Notwithstanding any provisions contained in this Lease to the contrary, the Lessor shall have the right to enter the Leased Premises or any part thereof at reasonable times for the purpose of examining the same and making such repairs or alterations as may be necessary for the safety and preservation thereof. Such entry shall be made in such a way as not to in any way interfere with the Lessee's operations unless necessary to undertake repairs. In the event repairs are necessary, said repairs shall not be undertaken without the Lessee's prior written consent to the time in which they are to be performed.

## **ARTICLE IX SUCCESSORS AND ASSIGNS**

**9.1     Assignment by the Lessee.** The Lessee shall not, without the prior written consent of the Lessor (which consent shall not be unreasonably withheld), (i) assign, convey, mortgage, or otherwise transfer this Lease or any interest hereunder, or sublease the Leased Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Leased Premises by any person other than the Lessee, its members, employees, and any agent pursuant to a contract with the Lessee, provided such agent agrees to comply with all of the terms and conditions of this Lease (other than payment of rent) and possesses all required or appropriate licenses and qualifications.

**9.2     Assignment by the Lessor.** The Lessor shall have the right to assign this Lease, and all of its rights, title, and interest in the Lease Premises and/or the building and property of which it is a part, or to assign from time to time the whole or any part of the rent at any time payable hereunder, to any successor owner or ground lessee of the Leased Premises and/or building. Such assignment shall be effective as to the Lessee upon 30 calendar days' written notice by the Lessor to the Lessee of such assignment.

**9.3     Binding Terms.** This Lease shall be binding upon and inure to the benefit of any successors or permitted assigns of the Lessor and the Lessee.

## **ARTICLE X INSURANCE AND LIABILITY**

**10.1    Indemnity and Liability Insurance.** The Lessor agrees to indemnify and hold harmless the Lessee, its elected and appointed officers, employees and agents from any liability, injuries, or claims arising out of personal and/or bodily injuries or property damage which are the result of the Lessor's, its employees', agents', licensees', invitees' acts, omissions, or negligence on the Leased Premises or Common Areas. This indemnification and hold harmless responsibility shall include, but not be limited to, latent defects in the Leased Premises or Common Areas, such as the parking lot and entry ways and/or any other condition in the Leased Premises or Common Areas not caused by the Lessee, its employees, agents, or clients. The Lessor shall maintain liability insurance for public liability, personal injury, bodily injury, and property damage to which the Lessee and the Lessee's elected and appointed officers/officials, employees and agents are added as Additional Insureds in the sum of not less than \$1,000,000.00 for a single occurrence and \$50,000.00 minimum property damage insurance. The Lessor shall provide the

Lessee with a certificate of insurance evidencing its possession of such insurance. Upon failure to do so, or lapse of such insurance, the Lessee may, at its option, obtain such insurance and the costs will be deducted from the rent due under the terms of this Lease.

The Lessee shall maintain tenant liability insurance or its equivalent for public liability, personal injury, bodily injury and property damage in which the Lessor is added as Additional Insureds in the sum of not less than \$1,000,000.00 for a single occurrence and \$50,000.00 minimum property damage insurance. The Lessee may, at its option, maintain such insurance through its self-insured program administered by the Michigan Municipal Risk Management Authority ("MMRMA"). The Lessee shall provide the Lessor with a certificate of insurance or of coverage or other evidence showing its possession of such insurance and upon failure to do so, or lapse of such insurance, the Lessor may, at its option, obtain such insurance and the cost will be added to the rent due under the terms of this Lease and shall become due and payable in full upon the next rental due date.

It is expressly understood and agreed that the insurances to which the parties to this Lease are added as Additional Insureds shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.

The certificates of insurance required under this Section shall require the insurer to provide the certificate holder with not less than 30 days' notice prior to reduction, cancellation, or termination of any of the insurance coverages listed on the certificate.

The indemnity requirements set forth herein are complete and not limited by the minimum insurance requirements set forth herein.

**10.2 Property Insurance.** The Lessor shall maintain adequate property insurance coverage on the Leased Premises. The Lessor shall be responsible for all losses, claims, or actions resulting from fire or building damage, except for furniture, equipment, and other personal property owned by the Lessee and kept at the Leased Premises.

**10.3 Fire and Extended Coverage Insurance.** The Lessor shall keep the Leased Premises insured against loss or damage by fire with extended coverage. The Lessee shall be responsible for obtaining and keeping in force during the Lease, at its own expense, a fire and extended coverage policy or policies of insurance covering loss or damage against "all risk" of physical loss to the Lessee's removable personal property located within the Leased Premises, in the amount of the full replacement value thereof, less any deductibles. In addition, the Lessor, at its option, may procure rental loss insurance coverage.

**10.4 Total Destruction of Leased Premises.** In the event of a total destruction of the Leased Premises by fire or otherwise, this Lease shall terminate, and the Lessee shall be liable for rent only up to the time of such destruction.

**10.5 Partial Destruction of Leased Premises.** In the event of a partial destruction of the Leased Premises by fire or other casualty so as to render it untenable for the intended use thereof, the Lessee, at its option, may terminate this Lease and shall be liable for the rent only up to the time of such election to terminate this Lease. Such election by the Lessee to terminate this Lease shall be made within 30 days of the date of the partial destruction. However, in the event that the partial destruction is caused by the

negligence of the Lessee, or its employees, agents, or clients, then, under such circumstances, the Lessee shall not have the option to terminate this Lease.

## **ARTICLE XI WARRANTIES REGARDING THE LEASED PREMISES**

**11.1 Warranties Regarding the Leased Premises.** The Lessor hereby warrants that the Lessor (i) holds good title to the Leased Premises, (ii) has the lawful right to enter into this Lease for the term set forth in Article II, and (iii) will put the Lessee in complete and exclusive possession of the Leased Premises. The Lessor also warrants that the Leased Premises leased to the Lessee as well as the building and property of which the Leased Premises are a part shall conform with all applicable Federal, State, and local laws, ordinances, codes, rules and regulations including, but not limited to, construction, zoning, and building codes; fire code; environmental protection laws; Michigan Occupational Safety and Health Act, 1974 PA 154; and Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC § 12101 et seq), so that the Lessee may use the Leased Premises for the purposes stated in Article IV. The Lessee may, after proper notice, cancel this Lease should it be discovered that the Leased Premises and/or the building and/or property of which the Leased Premises are a part are in contravention of zoning ordinances or other laws, ordinances, codes, rules or regulations, and such contravention may jeopardize the safety and health of the Lessee's employees and clients.

## **ARTICLE XII THE LESSEE'S DEFAULT**

**12.1 Default.** The occurrence of any of the following shall constitute a default (a "Default") by the Lessee under this Lease: (i) the Lessee fails to pay any rent or other amount owed under this Lease when due and such failure is not cured within 30 calendar days after the date due; (ii) the Lessee fails to observe or perform any other covenants or provision of this Lease and such failure is not cured within 30 calendar days, or immediately if the failure involves a hazardous condition, after the Lessee has received written notice from the Lessor; (iii) the leasehold interest of the Lessee is levied upon or attached under process of law; (iv) the Lessee abandons or vacates the Leased Premises without notice to the Lessor and fails to pay rent and satisfy its other obligations hereunder; or (v) any voluntary or involuntary proceedings are filed by or against the Lessee, or any guarantor of this Lease under any bankruptcy, insolvency or similar laws and, in the case of any involuntary proceedings, are not dismissed within 30 calendar days after filing. Notwithstanding anything to the contrary, the Lessee acknowledges and agrees that its obligation to pay rent under this Lease is an independent covenant, and that such obligation to pay is not subject to setoff or recoupment in connection with any action for summary proceedings to recover possession of the Leased Premises.

**12.2 Right of Re-Entry.** Upon the occurrence of a Default, the Lessor may elect to terminate this Lease or, without terminating this Lease, terminate the Lessee's right to possession of the Leased Premises. Upon any such termination, the Lessee shall immediately surrender and vacate the Leased Premises and deliver possession thereof to the Lessor. The Lessee grants to the Lessor the right to enter and repossess the Leased Premises and to expel the Lessee and any others who may be occupying the Leased Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing the Lessor's rights to rent or any other right given to the Lessor hereunder or by operation of law.

**12.3     Termination of Right to Possession.** Following the occurrence of a Default, if the Lessor terminates the Lessee's right to possession of the Leased Premises without terminating this Lease, the Lessor shall use reasonable efforts to mitigate its damages and, in such regard, the Lessor may at its option use reasonable efforts to re-let the Leased Premises on such terms as the Lessor shall reasonably deem appropriate. If the Lessor seeks to re-let the Leased Premises, the Lessee shall reimburse the Lessor for the costs and expenses of reletting the Leased Premises including, but not limited to, all brokerage, advertising, legal, or repair expenses incurred to secure a new tenant for the Leased Premises. In addition, if the consideration collected by the Lessor upon any such reletting, after payment of the expenses of reletting the Leased Premises which have not been reimbursed by the Lessee, is insufficient to pay monthly the full amount of the rent, the Lessee shall pay to the Lessor the amount of each monthly deficiency as it becomes due.

**12.4     Bankruptcy.** If the Lessee becomes bankrupt, the bankruptcy trustee shall not have the right to assume or assign this Lease unless the trustee complies with all requirements of the United States Bankruptcy Code, and the Lessor expressly reserves all of its rights, claims, and remedies thereunder.

### **ARTICLE XIII MISCELLANEOUS**

**13.1     Keeping Leased Premises in Compliance with the Law.** It is understood and agreed that the Lessor shall keep the Leased Premises at all times in full compliance with all applicable codes, licensing requirements, regulations, statutes, and ordinances commensurate with the intended use thereof, excepting conditions caused by the Lessee, its agents, or employees and activities. If the Lessor fails to comply with such conditions, the Lessee shall have the option of terminating this Lease or meeting the requirements and deducting the cost thereof from its rental payments. In the event of termination, the Lessee shall be liable only for rents due and owing to the date of termination.

**13.2     Nondiscrimination.** The Parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Parties shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A.     The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B.     The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C.     Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D.     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 Section shall be regarded as a material breach of this Lease. In the event the Parties are found not to be in compliance with this Section, the non-breaching party may terminate this Lease effective as of the date of delivery of written notification to the breaching party.

**13.3 Notices.** All notices or other communications pursuant to this Lease shall be in writing and shall be deemed to have been duly given, if by hand delivery, upon delivery; by fax, upon confirmation of transmission; or if mailed, by nationally recognized courier service such as Federal Express, delivery costs prepaid, on the first business day following deposit with such the courier service, and in any event, to be addressed to either Party at the addresses provided in Section 13.4. A courtesy copy of any notice required hereunder shall also be sent to each Party's counsel at such address as may be requested, but failure to do so shall not in any way affect the rights, obligations, and liabilities of the Parties hereto.

**13.4 Addresses for Payment.** Each provision of this instrument or of any applicable Federal, State, or local laws, ordinances, regulations, and other requirements with reference to the sending, mailing, or delivery of any notice or the making of any payment by the Lessor to the Lessee or with reference to the sending, mailing, or delivery of any notice or the making of any payment by the Lessee to the Lessor shall be deemed to be complied with if it is delivered to the address specified in this Section of this Lease, or such other location as written notice of is given.

Written notice and payments to the Lessor pursuant to this Lease shall be provided as follows:

GENOA INVESTMENTS, LLC  
48777 Strawberry Knoll Lane  
Macomb, MI 48044

Phone: 248-931-5555

Email: [jackbutris@hotmail.com](mailto:jackbutris@hotmail.com)

Attn: Jack Butris

-&-

Phone: 810 343-5110

Email: [Lakenice@sbcglobal.net](mailto:Lakenice@sbcglobal.net)

Attn: Robert Semaan

Written notice and payments to the Lessee pursuant to this Lease shall be provided as follows:

COUNTY OF LIVINGSTON  
on behalf of  
LIVINGSTON COUNTY VETERAN SERVICES  
2300 E. Grand River Ave., Suite 109  
Howell, MI 48843

Phone: (517) 546-6338

Fax: (517) 546-0942

Email: [mdurst@livgov.com](mailto:mdurst@livgov.com)

Attn: Mary Durst - Director of Veteran Services

**13.5 Eminent Domain.** In the event that the Leased Premises is condemned and taken by Eminent Domain, this Lease shall terminate upon the date on which the Lessor received notice of such condemnation. The Lessee shall be liable to the Lessor for only those rents due and owing up to the date of such termination. If only a portion of the Leased Premises is condemned and taken by Eminent Domain, the Lessee, at its option, may terminate this Lease upon 60 days written notification to the Lessor, and shall be liable only for those rents due and owing up to the effective date of termination. If the Lessee does not exercise such option to terminate this Lease, this Lease shall continue in full force and effect and the rent due hereunder shall be adjusted pro rata, based upon the remaining square footage of the Leased Premises.

Notwithstanding the foregoing provisions of this Section, if the whole or part of the Leased Premises shall be condemned by Eminent Domain, the Lessee shall have the right, to the extent permitted by law, to interpose and prosecute a claim against the condemning authority for the value of the Lessee's

alterations, fixtures, and improvements taken by the condemning authority, together with the Lessee's costs of installation thereof.

**13.6     Termination for Breach.** In the event either of the Parties to this Lease remain in breach of any of the provisions contained herein after receipt of notice of such breach by the other party, the Party providing such notice may terminate this Lease upon 60 calendar days' prior written notice to the other Party. If the breach is cured during such 60 calendar days period, this Lease shall not terminate. If the breach is not cured during such 60 calendar days period, this Lease shall terminate upon the completion of such period, the Lessee shall vacate the Leased Premises, and the Lessor shall re-enter and repossess the same. In the event the breach is such as to constitute a serious hazard to the safety of the Leased Premises and/or the Lessee's employees or members of the public receiving services therein, this Lease may be terminated upon 7 calendar days' prior written notice to the breaching party unless the breaching party cures the hazard within such 7-day period. Any termination of this Lease as set forth in this Section shall relieve the Lessee of responsibility to pay any monthly rentals beyond the effective date of termination. This Section is not applicable to nonpayment of rent by the Lessee, and the Lessor retains all of its legal rights in regard thereto.

**13.7     Applicable Law and Venue.** This Lease shall be subject to and construed in accordance with the laws of the State of Michigan. The Lessor and Lessee agree that the venue for the bringing of any legal or equitable action under this Lease shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Lease in federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**13.8     Waivers.** No failure or delay on the part of either of the Parties to this Lease in exercising any right, power, or privilege set forth herein shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power, or privilege.

**13.9     Amendments.** Modifications, amendments, or waivers of any provision of this Lease may be made only by the written mutual consent of the parties hereto.

**13.10    Relationship of Parties.** The Lessor and the Lessee intend to act and perform as independent contractors, and the provisions of this Lease are not intended to deem, construe, or imply the creation of any relationship of principal and agent, partnership, joint venture or any other relationship between the Parties hereto, other than the relationship of Lessor and Lessee.

**13.11    Mutuality of Lease Drafting.** This Lease has been negotiated between the Lessor and the Lessee and shall be deemed to have been mutually drafted.

**13.12    Binding Effect of Lease.** The covenants and conditions of this Lease shall be binding upon and for the benefit of the successors and assigns of the parties hereto.

**13.13    Section Titles.** The titles of the sections set forth in this Lease are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Lease.

**13.14 Complete Lease.** This Lease contains all the terms and conditions agreed upon by the Parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the Parties hereto.

**13.15 Invalid/Unenforceable Provisions.** If any clause or provision of this Lease is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void and any such invalidity or unenforceability shall not affect the validity or enforceability of this Lease. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**13.16 Certification of Authority to Sign Lease.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Lease on behalf of said parties and that this Lease has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS LEASE ON THE DAY AND YEAR FIRST ABOVE WRITTEN**

**LESSOR: GENOA INVESTMENTS, LLC**

**LESSEE: COUNTY OF LIVINGSTON**

**BY:**

**Name:**

**Title:**

**Dated:**

**BY:**

**WESLEY J. NAKAGIRI** CHAIRMAN  
COUNTY BOARD OF COMMISSIONERS

**Dated:**

**2/22/2021**

**BY:**

**Name:**

**Title:**

**Dated:**

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
By: COURTNEY A. GABBARA - 2/22/2021

N: Client Livingston Veteran Affairs Leases Genoa Investment - 1420 Lawson GENOA Lease Agreement draft-cag v3.docx  
Liv/VA #21-001

S: WP Contracts Agreements WORD Agts Veterans - 21-02-023 - GENOA Investments - Lease Agreement - 1420 Lawson Drive - 2021-2026 (2034) CAG V3 - FINAL AG-1.docx



# FY2022 COUNTY VETERAN SERVICE FUND GRANT

## GRANT APPLICATION TEMPLATE

This is the only approved template for use in submitting the County Veteran Service Fund (CVSF) grant request.

Definitions to determine the proper individual to list as a contact can be found in the Grant Guidance. Your Authorizing Official is the person able to accept funds and enter the County into agreements and contracts. This is usually the Chairperson of the Board of Commissioners.

### CONTACT INFORMATION

<b>Applicant County</b>	Livingston County		
<b>Total Grant Amount Requested</b>	\$9,980.00		
<b>SIGMA Vendor Code</b>	CV0048182	<b>SIGMA Address Code</b>	

<b>Project Director</b>	MARY DURST		
<b>Mailing Address</b>	2300 E. GRAND RIVER AVE, SUITE 109, HOWELL, MI 48843		
<b>Phone</b>	517-552-6902		
<b>E-mail Address</b>	MDURST@LIVGOV.COM		

<b>Financial Officer</b>	CINDY CATANACH		
<b>Mailing Address</b>	304 E. GRAND RIVER AVE., SUITE 202, HOWELL, MI 48843		
<b>Phone</b>	517-546-3669 X 4		
<b>E-mail Address</b>	CCATANACH@LIVGOV.COM		

<b>Authorized Official</b>	WES NAKAGIRI		
<b>Mailing Address</b>	304 E. GRAND RIVER AVE., HOWELL, MI 48843		
<b>Phone</b>	517-546-3520		
<b>E-mail Address</b>	WNAKAGIRI@LIVGOV.COM		

All assistance, programming, and service initiatives need to be submitted with separate project narrative, budget narrative, and Excel request forms. Please duplicate the Project Detail, Budget Narrative, and Excel request sheets as needed for each initiative/program/salaries your county is seeking funding. Attach pages as needed.

Grant amount requested above is the TOTAL of ALL initiatives/programs/salaries.

## PROJECT DETAIL

Project Title	COUNTY VETERAN SERVICE FUND
Grant Focus Area	Ecolane

## PROJECT NARRATIVE

Detailed project narrative must be provided below.

Ecolane is a flexible, affordable and reliable choice for transit agency managers, directors and decision-makers with responsibility for implementing easy-to-deploy scheduling and dispatch solutions. Ecolanes software platform restores community engagement to people who might not otherwise have access and mobility.

Our county LETS system is currently using Ecolane and has had great success with streamlining services while increasing availability and customer satisfaction. Outsourcing our scheduling software and dispatch services to LETS and Ecolane will allow our veterans to experience the same satisfaction in services while freeing up time for our Administrative Specialist. In turn, this time will be used to research more grant funding and to work on outreach initiatives which will translate to greater reach to veterans within the county. Ecolane will also provide us with far superior tracking and reporting services than we have ever had before.



## Price Quote

Ecolane | 940 W Valley Rd, Suite 1400 | Wayne, PA 19087  
844-ECO-LANE | 610-312-0933 | SALES@ECOLANE.COM

DATE 6/1/2021	TRANSIT AGENCY NAME LETS	ADDRESS	CITY, STATE ZIP
PROJECT	ATTENTION Greg Kellogg	PHONE 517-540-7843	E-MAIL Gkellogg@ilvgov.com
ACCOUNT MANAGER Susan Starwalt	E-MAIL Susan.Starwalt@Ecolane.com	PHONE 217-952-0415	PRICING TERMS 75% due at system set up, 20% due at completion of training, 5% due at system acceptance. Annual due 1 yr. from contract signing.
DAYS PRICING IS VALID FOR 60	DATE PRICE EXPIRES 7/31/2021		

### Initial Licenses

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	Ecolane DRT/MDT Software License (per vehicle) (unlimited users)	\$4,000.00	\$8,000.00
Initial licenses subtotal			\$8,000.00


### Services

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
2	Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote training and project management	\$990.00	\$1,980.00
Services subtotal			\$1,980.00

### Annual Licensing Year 1

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	All Inclusive Annual Licensing plan includes support for all licenses listed above and all items below	Included	Included
	Hosting Costs		Included
	Server Maintenance		Included
	24/7/365 Support via web, email and phone		Included
	Map Updates		Included
	Upgrades** and Updates		Included
	Free monthly webinar training and access to Aha! Idea portal to help drive functionality for new development for Ecolane and its customers		Included
	Access to Learning Management System (LMS), Ecolane University for all staff for self-paced web-based training		Included
Annual licensing year 1 subtotal			Included
SUBTOTAL			\$9,980.00
Annual licensing for years 2-5 includes all services listed above in Annual Licensing for year 1. Costs for years 2-5 are indicated below.			OPTION 1: TOTAL SYSTEM PURCHASE COSTS FOR YEAR 1 \$9,980.00
Annual licensing will be held at this rate for as long as your agency is an Ecolane customer. (Based on originally purchased solution. Does not include changes to 3rd party charges or data plans)			ANNUAL COST FOR OPTION 1 FOR YEARS 2-5 (per year) \$1,600.00

6/1/2021  
Date

  
James Steg, Vice President, Business Development

## BOOKING A TRIP THROUGH OUR EVOLUTION PLATFORM

Our system is designed to accommodate you. Booking a trip can be completed through a number of different ways. No matter which way you decide to book your trip, **the optimization process is autonomous and does not require manual intervention from a human.**

### MOBILE APPLICATION

### SELF SERVICE PORTAL

Ecolane's web-based passenger portal enables your riders to book their trips from their own computer, reducing call center traffic.

### TRADITIONAL METHOD



Client books trip through the Ecolane self-service portal



Autonomous dispatching & scheduling from the queue



Trip is continually batched and re-optimized for optimal time



Client pays through credit card, diminishing balances or cash



# FY2022 COUNTY VETERAN SERVICE FUND GRANT

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### CONTACT INFORMATION

<b>Applicant County</b>	Livingston County		
<b>Total Grant Amount Requested</b>	\$18,000.00		
<b>SIGMA Vendor Code</b>	CV0048182	<b>SIGMA Address Code</b>	

<b>Project Director</b>	MARY DURST		
<b>Mailing Address</b>	2300 E. GRAND RIVER AVE, SUITE 109, HOWELL, MI 48843		
<b>Phone</b>	517-552-6902		
<b>E-mail Address</b>	MDURST@LIVGOV.COM		

<b>Financial Officer</b>	CINDY CATANACH		
<b>Mailing Address</b>	304 E. GRAND RIVER AVE., SUITE 202, HOWELL, MI 48843		
<b>Phone</b>	517-546-3669 X 4		
<b>E-mail Address</b>	CCATANACH@LIVGOV.COM		

<b>Authorized Official</b>	WES NAKAGIRI		
<b>Mailing Address</b>	304 E. GRAND RIVER AVE., HOWELL, MI 48843		
<b>Phone</b>	517-546-3520		
<b>E-mail Address</b>	WNAKAGIRI@LIVGOV.COM		

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Grant amount requested above is the TOTAL of ALL initiatives/programs/salaries.

## PROJECT DETAIL

Project Title	COUNTY VETERAN SERVICE FUND
Grant Focus Area	Legal assistance

## PROJECT NARRATIVE

Detailed project narrative must be provided below.

Requesting \$18,000 to pay various lawyers to provide in office seminars to veterans such as wills, trusts, advice on the best way to navigate Pension with A&A, bankruptcy and any other areas requested by veterans or identified as a need. Average hourly rates for lawyers in Livingston County is \$200-\$250 per Livingston County Juvenile and Probate Court Administrator. At this rate, the \$18,000 will provide between 72-90 hours worth of individual assistance and/or group seminars.



# FY2022 COUNTY VETERAN SERVICE FUND GRANT

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### CONTACT INFORMATION

<b>Applicant County</b>	Livingston County		
<b>Total Grant Amount Requested</b>	\$39,697		
<b>SIGMA Vendor Code</b>	CV0048182	<b>SIGMA Address Code</b>	

<b>Project Director</b>	MARY DURST		
<b>Mailing Address</b>	2300 E. GRAND RIVER AVE, SUITE 109, HOWELL, MI 48843		
<b>Phone</b>	517-552-6902		
<b>E-mail Address</b>	MDURST@LIVGOV.COM		

<b>Financial Officer</b>	CINDY CATANACH		
<b>Mailing Address</b>	304 E. GRAND RIVER AVE., SUITE 202, HOWELL, MI 48843		
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Grant amount requested above is the TOTAL of ALL initiatives/programs/salaries.

## PROJECT DETAIL

Project Title	COUNTY VETERAN SERVICE FUND
Grant Focus Area	New Van

## PROJECT NARRATIVE

Detailed project narrative must be provided below.

This funding will be for the purchase of a new van to be used for programs beyond medical transportation. The vehicle will be used for transportation of veterans to office appointments and various outreach and seminars that will be started once we are moved into our new office.

# SUMMARY - Voyager



NET PRICE  
**\$33,975**

FINANCE ESTIMATE  
**\$488** monthly for  
72 months

LEASE ESTIMATE  
**\$471** monthly for  
48 months





## EXTERIOR

**Exterior Colors:** Bright White Clear-Coat Exterior Paint \$0

**Wheels:** 17-Inch x 7.0-Inch Aluminum Wheels \$0 [MORE INFO](#)

**Tires:** 235/65R17 BSW All-Season Tires \$0 [MORE INFO](#)

**Side Steps & Running Boards:** Running Boards / Splash Guards by Mopar® \$770 [MORE INFO](#)



# INTERIOR

**Interior Colors:** Premium Cloth Bucket Seats \$0 [MORE INFO](#)

**Seat Inserts:** Toffee Seats \$0 [MORE INFO](#)

**Entertainment:** Uconnect® 4 with 7-Inch Display \$0 [MORE INFO](#)

**Entertainment Components:** Single Overhead DVD System by Mopar® \$995 [MORE INFO](#)

**Interior Design:** Anodized Silver Instrument Panel Bezel \$0 [MORE INFO](#)

**Interior Design:** Liquid Titanium Accents \$0 [MORE INFO](#)

# PACKAGES

**SafetyTec** \$895 [MORE INFO](#)

# POWERTRAIN

**3.6L V6 24V VVT Engine with ESS** \$0 [MORE INFO](#)

**9-Speed Automatic Transmission** \$0 [MORE INFO](#)

**Touring Suspension** \$0 [MORE INFO](#)

Pricing and offers may change at any time without notification. To get full pricing details, see your dealer.