

## BOARD OF COMMISSIONERS

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### ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AGENDA for ANNUAL MEETING on September 16, 2025, 5:00pm HISTORIC COURTHOUSE, COMMISSION ROOM

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1. Call to Order
2. Opening Ceremonies  
(Invocation and Pledge of Allegiance)
3. Roll Call
4. Adoption of Agenda
5. Consent Agenda
  - A. Executive Committee Meeting Minutes – September 9, 2025
  - B. Regular Board Meeting Minutes – August 19, 2025
  - C. COAM Letter of Understanding
  - D. Pivotal Board Appointment – Zach Reed
  - E. Michigan Works! Workforce Development Board Bylaws
  - F. Acknowledgement of Receipt – Prior Month Finance Reports: General Fund Financial Report, Non-General Fund Financial Report, General Ledger Activity Report (includes all receipts and payments for services)

*Suggested motion: I move to approve the consent agenda items.*
6. Public Comment (4-minute limit per person)
7. Presentations
  - A. 2024 Treasurer’s Office Annual Report – Presented by Kathy Humphreys
  - B. 2024 Juvenile Division Family Court Annual Report – Presented by Judge Kevin Kane
8. County Administrator’s Report
9. Committee Reports and Appointments
10. Unfinished Business

11. New Business

- A. Restoration of Allocated Sobriety Court Funds – Presented by Erin Goff  
*Suggested motion: I move to approve the restoration of allocated Sobriety Court Funds, as presented.*
- B. Opioid Settlement Resolution – Presented by Commissioner Malone  
*Suggested motion: I move to approve the Opioid Settlement Resolution, as presented, and waive the second reading.*
- C. Mission and Vision Statements – Presented by Teresa Cupp  
*Suggested motion: I move to adopt Mission Statement option #4 and Vision Statement option #4 as part of the previously approved St. Joseph County Strategic Plan, as presented.*
- D. 2026 Elected Officials’ Salaries – Presented by Teresa Cupp  
*Suggested motion: I move to approve the 2026 elected officials’ salaries, as presented.*
- E. Covered Bridge Healthcare Board Member Resolution – Presented by Commissioner Malone  
*Suggested motion: I move to approve the Resolution honoring the Covered Bridge Healthcare board members, as presented, and waive the second reading.*
- F. Change in Jail Medical Service Provider – Presented by Sheriff Chad Spence  
*Suggested motion: I move to approve the contract with ATC Healthcare Services, LLC, pending legal review.*
- G. Consumers Energy Easement – Central Dispatch – Presented by Stacey Bower  
*Suggested motion: I move to approve the easement with Consumers Energy, as presented.*

12. Commissioner Comments (for items not on the agenda)

13. Closed Session

*Pursuant to Sections 8(1)(h) of the Open Meetings Act to consider an attorney’s written legal opinion regarding the use of public funds that is exempt from public disclosure under state and federal law.*

14. Adjournment

**EXECUTIVE COMMITTEE**  
**Minutes**  
**September 9, 2025, at 4:00 p.m.**  
**HISTORIC COURTHOUSE, HISTORY ROOM**

Commissioners Present: Commissioners Jared Hoffmaster, Rusty Baker, Terry Conklin, Christina Yunker, Luis Rosado, Ken Malone, and Rick Shaffer.

Commissioners Absent: None

Also Present: Teresa Cupp, County Administrator and Angie Steinman, Finance Director

1. CDBG Public Hearing – Angie Steinman. Chairman Hoffmaster opened the floor to public comment at 4:02 p.m. No public comment was received. Chairman Hoffmaster closed the floor to public comment at 4:03 p.m.
2. MERS Actuarial Report - Presentation provided by Veronica LaBar.
3. Restoration of Allocated Sobriety Court Funds – Tiffany Howe. By consent, the item was added to the agenda.
4. COAM Letter of Understanding – Erin Goff. By consent, the item was added to the consent agenda.
5. Pivotal Board Appointment (Zach Reed) – Erin Goff. By consent, the item was added to the consent agenda.
6. Michigan Works! Southwest Workforce Development Board Bylaws – Erin Goff. By consent, the item was added to the consent agenda.
7. OPIOID Settlement Resolution – Teresa Cupp. By consent, the item was added to the agenda.
8. Mission and Vision Statements Discussion – Teresa Cupp. By consent, the proposed Strategic Plan, including Mission Statement option #4 and Vision Statement Option # 4, was added to the agenda.
9. Annual Approval of Elected Officials Salary Discussion – Teresa Cupp. By consent, the item was added to the agenda.
10. Covered Bridge Health Resolution – Chairman Hoffmaster. By consent, the item was added to the agenda.
11. Public Comment (limit 3 minutes)  
Regina Chapman provided comments.

Other Business.

- Annual Meeting Reminder
- Budget Workshops – October 7, 2025, at 5 p.m. and October 14, 2025, at 3 p.m.

- 2024 Treasurer's Office Annual Report – Treasurer Kathy Humphreys
- 2024 Juvenile Division Family Court Annual Report – Judge Kevin Kane

Commissioner Comments.

Commissioner Baker, Finance Director Steinman, Commissioner Rosado provided comments.

There being no further business the meeting adjourned at 5:38 p.m.

Respectfully submitted,

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Melissa J. Bliss, Deputy Clerk

# ST. JOSEPH COUNTY BOARD OF COMMISSIONERS

## REGULAR MEETING

August 19, 2025

The Regular Session of the Board of County Commissioners for the County of St. Joseph, State of Michigan, was held in the Commission Chambers on August 19, 2025, at 5:00 p.m.

1. Chairman Jared Hoffmaster called the meeting to order.
2. An invocation was given, followed by the Pledge of Allegiance.
3. Deputy Clerk Clark called roll:

Present: Rusty Baker, Terry Conklin, Jared Hoffmaster, Ken Malone, Luis Rosado, Rick Shaffer, Christina Yunker

Also Present: County Administrator Teresa Cupp and Finance Director Angie Steinman

### 4. ADOPTION OF AGENDA

It was moved by Commissioner Rosado and seconded by Commissioner Malone to adopt the agenda as presented. Motion carried.

### 5. CONSENT AGENDA

It was moved by Commissioner Shaffer and seconded by Commissioner Malone to approve the consent agenda as presented.

- Executive Committee Meeting Minutes for August 11, 2025
- Strategic Planning Meeting Minutes for July 15, 2025
- Board of Commissioner Meeting Minutes for July 15, 2025
- County Clerk Renovation Funds
- Road Commission Appointment - John Bippus
- Planning Commission Appointment – Richard Anderson
- Workforce Development Board for Michigan Works! Southwest Appointments/Reappointments – Jessica Eyster, Jared Hoffmaster, Alan Ives, Ross Daniels, and Karen Marcath
- July General Fund Financial Report, Non-General Fund Financial Report, General Ledger Activity Report – placed on file.

Motion carried.

### 6. PUBLIC COMMENT

Commissioner Hoffmaster opened the floor to public comment at 5:02 p.m.

Bill Hendrian- MSU Extension Interim District Director, Pam Riley- COA, Ron Adams-Mendon, Deborah Davis – St. Joseph County Prosecutor, Paige Willis – White Pigeon, Gordon Evilsizer – Florence Township,

Commissioner Hoffmaster closed the floor to public comment at 5:11 p.m.

**7. PRESENTATIONS**

- A. St. Joseph County Strategic Plan – Presented by Allyson Brunette
- B. 2024 Road Commission Annual Report – Presented by Eric Shafer and John Lindsey
- C. 2024 Human Services Commission Annual Report – Presented by Laura Brott

**8. COUNTY ADMINISTRATOR'S REPORT**

Administrator Teresa Cupp commented on the following:  
She thanked Allyson Brunette for assisting the county with their Strategic Plan.  
Reported on the testing of the jail currently being done.  
She stated that the Administrators Office is actively scheduling department budget meetings.

**9. COMMITTEE REPORTS**

None reported.

**10. UNFINISHED BUSINESS**

None reported.

**11. NEW BUSINESS**

**A. St. Joseph County Strategic Plan**

It was moved by Commissioner Malone and seconded by Commissioner Rosado to adopt the St. Joseph County Strategic Plan, as presented. Commissioner Yunker made a motion to amend the adoption of the St. Joseph County Strategic plan to add the deadline of the end of the year for the Mission and Vision Statement. It was moved by Commissioner Malone and seconded by Commissioner Rosado to adopt the St. Joseph County Strategic Plan, as amended with the deadline. Motion carried.

**B. Commission on Aging Budget Amendment Request**

It was moved by Commissioner Malone and seconded by Commissioner Shaffer to approve the purchase of a dishwasher and establish a budget from the COA Fund Balance in an amount not to exceed \$33,000, as presented. Motion carried.

**C. Change in Professional Services Agreement for Security Entrance**

It was moved by Commissioner Rosado and seconded by Commissioner Malone to approve the change in the professional services agreement and amend the project budget to reflect the change, as presented.

Voting was by roll call:

Commissioner Shaffer – Yes

Commissioner Baker - No  
Commissioner Rosado – Yes  
Commissioner Yunker – No  
Commissioner Malone - Yes  
Commissioner Conklin - Yes  
Commissioner Hoffmaster - Yes  
Motion carried.

**D. Michigan Neighborhood CDBG Funding Designation Memorandum**

It was moved by Commissioner Malone and seconded by Commissioner Shaffer to accept and execute the Michigan Neighborhood CDBG Funding Designation Memorandum, approve the Residential Anti-Displacement and Relocation plan, and approve the Grievance Procedure, as presented.

**E. Historic Courthouse Resolution**

**A RESOLUTION COMMEMORATING THE 125TH ANNIVERSARY  
OF THE HISTORIC COURTHOUSE OF ST. JOSEPH COUNTY**

**RESOLUTION 8-2025**

WHEREAS, the Historic Courthouse of St. Joseph County, located in Centreville, Michigan, has stood as a proud symbol of justice, civic engagement, and architectural distinction since its official rededication on August 1, 1900; and

WHEREAS, 2025 marks the 125th anniversary of this distinguished landmark, which has served as the seat of county government and a gathering place for generations of residents; and

WHEREAS, the courthouse is recognized not only for its role in the administration of justice and local governance, but also for its significant architectural and historical value, earning its placement on the National Register of Historic Places; and

WHEREAS, countless milestones in the lives of St. Joseph County residents—including trials, public meetings, weddings, and community events—have taken place within its walls over the past 125 years; and

WHEREAS, the County Board of Commissioners wishes to recognize the dedication of past and present public servants, officials, and community members who have preserved and upheld the courthouse as a functioning and symbolic center of county life; and

WHEREAS, the 125th anniversary presents an opportunity to reflect on the courthouse's enduring legacy and to reaffirm our commitment to preserving its historical integrity for future generations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of St. Joseph County, by this resolution, hereby honors the 125th anniversary of the Historic Courthouse and celebrates its continued service to the people of this county.

BE IT FURTHER RESOLVED that this resolution be entered into the official minutes of the August meeting of the St. Joseph County Board of Commissioners, and that a commemorative copy be prominently displayed within the courthouse.

It was moved by Commissioner Rosado and seconded by Commissioner Malone to approve the Resolution Commemorating the Historic Courthouse, as presented.

Voting was by roll call:

Commissioner Shaffer – Yes  
Commissioner Baker - Yes  
Commissioner Rosado – Yes  
Commissioner Yunker – Yes  
Commissioner Malone - Yes  
Commissioner Conklin - Yes  
Commissioner Hoffmaster - Yes

Motion carried. Resolution 8-2025 was adopted.

## **12. COMMISSIONER COMMENTS**

Commissioner Rosado, Commissioner Conklin, Commissioner Yunker, Commissioner Shaffer, Commissioner Malone, Commissioner Baker, and Commissioner Hoffmaster provided comments.

## **13. CLOSED SESSION**

It was moved by Commissioner Baker and seconded by Commissioner Rosado to go into closed session to consult legal opinion regarding a legal issue at 6:33 p.m. Motion carried.

It was moved by Commissioner Malone and seconded by Commissioner Baker to adjourn the closed session at 6:50 p.m. Motion carried.

At 6:51 p.m., the Commission reconvened to open session. Chairman Hoffmaster stated that no decisions were made.

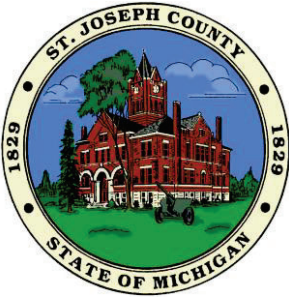
It was moved by Commissioner Baker and seconded by Commissioner Malone to approve the Closed Session minutes and to accept legal council's recommendation on a legal issue. Motion carried.

**14. ADJOURNMENT**

It was moved by Commissioner Shaffer and seconded by Commissioner Malone to adjourn the meeting at 6:51 p.m. Motion carried.

Teresa M. Ives  
Deputy County Clerk

DRAFT



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 277  
Centreville, MI 49032-0277

## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** September 16, 2025

**DEPARTMENT:** Sheriff's Office

**PREPARED BY:** Administration

**SUBJECT:** COAM Letter of Understanding

**SPECIFIC ACTION REQUESTED:**

Review and approve the Letter of Understanding with the Command Officers Association of Michigan.

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

This LOU provides for a clothing allowance in the annual amount of \$400, in lieu of uniforms. The amount is prorated for anyone not serving in the position for a full year.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

LETTER OF UNDERSTANDING BETWEEN

S ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AND  
THE ST. JOSEPH COUNTY SHERIFF  
and  
COMMAND OFFICERS ASSOCIATION OF MICHIGAN AND  
ST. JOSEPH COUNTY COMMAND OFFICERS ASSOCIATION

**WHEREAS**, the Employer and Union are party to a collective bargaining agreement with a term running from January 1, 2025, through December 31, 2027; and

**WHEREAS**, the parties have agreed to amend the CBA Article 23 Section XXIII Section 23.18 Detective Sergeant Clothing Allowance.

**WHEREAS**, The Parties have agreed to amend the Section 23.18 CBA to adjust the payments for Clothing Allowances.

**WHEREAS**, the current CBA reads, Detective Sergeant Clothing Allowance. In lieu of uniforms, Detective Sergeants shall receive up to Four Hundred Dollars (\$400) clothing allowance each January for the prior year. This amount shall be prorated if not employed for the entire year based on a monthly proration. Payment of the clothing allowance shall be made upon the presentment of vouchers, verifying the clothing purchases, by the employee.

**NOW, HEREOF, IT IS HEREBY AGREED** as follows: In lieu of uniforms, Detective Sergeants shall receive Four Hundred Dollars (\$400) clothing allowance each January. This amount shall be prorated if not employed as a Detective Sergeant for the entire year based on a monthly proration. The Payment of the clothing allowance shall be made upon the presentment of receipts, verifying the clothing purchases, by the employee. If promoted mid-year the Detective Sergeant shall submit their receipts for reimbursement as soon as possible for the prorated reimbursement.

**FOR THE UNION**

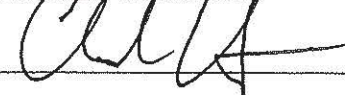
 Daniel Herman

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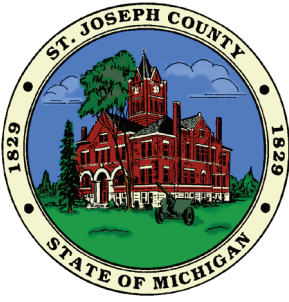
**FOR THE COUNTY**

\_\_\_\_\_

**FOR THE SHERIFF**

  
\_\_\_\_\_

Date: \_\_\_\_\_



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 130  
Centreville, MI 49032-0277

## Board Agenda Request Form Appointment to County Board / Committee

Proposed Board Meeting Date: 9/9/25

Board / Committee: Community Mental Health

Prepared by: Cameron Bullock

Appointment Type: Appointment Partial

Name: Zachary Reed

Address: On file

No. of Years of Term: 1

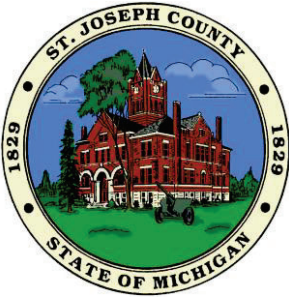
Expiration Date: 3/31/26

Specific Action Requested:

Appoint to CMH board to fill open partial term

Other Pertinent Information:

Pivotal approved the recommendation at their 8-26-25 board for the County Commissioners to consider.



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 277  
Centreville, MI 49032-0277

## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** September 16, 2025

**DEPARTMENT:** Michigan Works! Southwest

**PREPARED BY:** Administration

**SUBJECT:** Michigan Works! Southwest Workforce Development Board Bylaws

**SPECIFIC ACTION REQUESTED:**

Review and approval of updated bylaws.

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

Michigan Works! Southwest is seeking the review and approval of the updated bylaws by the St. Joseph County Board of Commissioners. These bylaws were recently approved by the Michigan Works! Southwest Workforce Development Board during their meeting on August 21, 2025. Upon receipt of all required County Board signatures, a completed copy will be returned. They anticipate that a final approval will occur at the Kalamazoo County Board of Commissioners meeting on October 7.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

N/A

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## Workforce Development Board Bylaw Revision Summary

August 21, 2025

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In addition to minor edits, reorganizing, and general formatting changes made throughout the bylaws, proposed edits include:

- Condensed language in Provision section
- Updated Purpose and Goals to align language with WIOA requirements and monitoring activities
- Enhanced language regarding Attendance and Voting; including the use of Proxies. Specifically:
  - Section 3.3.E: If a WDB member does not have an alternate designee and is unable to attend a meeting, the WDB member may designate a Proxy who is a private sector member of the Executive Committee to vote in their place. All proxy appointments must be in writing and presented to the person presiding over the meeting at the start of the meeting, or as soon after that is reasonably practicable. A WDB member designating a vote by proxy will be deemed as being in attendance for quorum, notice, waiver, voting, and other purposes. Copies of all proxies for each meeting will be maintained with official meeting minutes.
- Added additional Chairperson responsibility. Specifically, the Chairperson:
  - Shall, by their election as Chairperson, represent the WDB, and delegate authority and responsibility as needed.
- Added language to allow for a Temporary Chairperson
- Removed references to the Monitoring Committee (note: responsibilities were reabsorbed by the WDB throughout the document, as appropriate)
- Participation Options section updated to detail teleconferencing options
- Added Section 5.6: Action Between Meetings which states:
  - At times, it may become necessary to conduct business between meetings. The WDB Chairperson is authorized to conduct or approve business on behalf of the WDB in these instances. Notice of the proposed Action Between Meetings and the opportunity to comment shall be provided to WDB members at least 48 hours prior to this approval taking place. In these situations, the action must be ratified at the next WDB meeting.
- Public Participation section updated to state, “Agendas may be modified at the beginning of a meeting to add a Legislative Update on an as-needed basis.”
- Updated Accountability Section to include:
  - Language regarding monitoring, specifically: To provide primary oversight, the WDB shall be charged with reviewing all programs/ services funded by Michigan’s

workforce development department and other federal and state sources under the auspices of the Michigan Works! Southwest Workforce Development Board, at least annually.

- Added language regarding the Sunshine Provisions

BYLAWS OF THE  
MICHIGAN WORKS! SOUTHWEST  
WORKFORCE DEVELOPMENT BOARD

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WDB Bylaws  
October 1, 2024  
Amended August 21, 2025

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## **ARTICLE I: ESTABLISHMENT**

### **Section 1.1: Name**

The name of this Board shall be the Michigan Works! Southwest Workforce Development Board, hereinafter referred to as the WDB.

### **Section 1.2: Area Served**

The area to be served by the WDB is the jurisdiction of the Counties of Branch, Calhoun, Kalamazoo, and St. Joseph, inclusive of all cities and townships within the geographical boundaries. This area is referred to as the local area and/or Michigan Works! Southwest (MWSW).

### **Section 1.3: Provision of Establishment**

The WDB is established pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014, Section 107.

## **ARTICLE II: PURPOSE AND GOALS**

### **Section 2.1: Purpose**

The purpose of the WDB, in partnership with the units of local government of the four-county area, shall be consistent with those purposes that are identified for a local WDB under the Workforce Innovation and Opportunity Act of 2014 and amendments thereto, in accordance with public law.

The WDB shall be responsible for strategic planning, policy development, and oversight of the local workforce investment system. The WDB shall also:

- A. Make recommendations regarding the improvement of the local employment and training delivery network, including federal and state resource use, expanded coordination of job training and employment activities, and other related activities.
  - B. Together with the State of Michigan, develop and adhere to the area's Local Plan. Further, the WDB shall, together with other local areas and the State of Michigan, develop and adhere to the area's Regional Plan.
  - C. Serve as a forum for public and private sector representation to encourage cooperative uses of employment and training funding, facilities, and workforce development staff resources, for a comprehensive and coordinated service delivery system that maximizes the quality of services, customer satisfaction, and effectiveness of the services provided.
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## Section 2.2: Roles and Responsibilities

The roles and responsibilities of the WDB shall be consistent with those that are identified for a local WDB under WIOA Section 107(d) and 20 CFR 679.370 and any amendments thereto, including, but not limited to:

- A. Developing the local plan and regional plan.
  - B. Conducting workforce research and regional labor market analysis.
  - C. Convening, brokering, and leveraging system stakeholders to assist in the development of the local plan, and identifying non-federal expertise and resources to leverage support for workforce development activities.
  - D. Leading employer engagement with diverse entities to promote business representation on the board, support utilization of the workforce system and workforce investment activities, meet employer needs, support economic growth, and develop and implement proven or promising strategies to meet the skill needs of workers and employers to expand employment and career advancement opportunities for in-demand industry sectors or occupations.
  - E. Leading efforts in the development and implementation of career pathways with secondary and postsecondary education.
  - F. Leading efforts to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and job seekers (including individuals with barriers to employment), including providing physical and programmatic accessibility; to identify and disseminate information carried out in other local areas for meeting such needs.
  - G. Developing strategies to use technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers by facilitating connections among the intake and case management information systems, access to services provided through one-stop delivery system, identified strategies to meet the needs of individuals with barriers to employment, and the leveraging of resources and capacity within the local workforce development system.
  - H. In partnership with the chief elected official for the local area, conducting program oversight of youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and (d), and the entire one-stop delivery system in the local area; and ensuring the appropriate use, management and investment of the funds provided under WIOA for the youth, adult, and dislocated worker activities and one-stop delivery system in the local area to maximize performance outcomes under WIOA sec. 116.
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- I. Negotiating and reaching an agreement on local performance accountability measures and methods for funding one-stop infrastructure costs.
- J. Selecting, and where appropriate terminating, the following providers in accordance with 2 CFR part 200: one-stop operators, providers of youth workforce investment activities, eligible providers of training services, and providers of career services.
- K. Working with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.
- L. Coordinating activities with education and training providers in the local area, reviewing applications to provide adult education and literacy activities under WIOA title II for the local area to determine whether such applications are consistent with the local plan; making recommendations to the eligible agency to promote alignment with such plan; and replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.
- M. Developing a budget consistent with the local plan and the duties of the local board, as appropriate, subject to the approval of the chief elected official.
- N. Annually assessing the physical and programmatic accessibility of one-stop centers in the area.

### Section 2.3: Distribution of Workforce Development Funds

Unless specifically designated by a program or funding source, resources made available to the WDB shall be allocated to each county consistent with its share of the economically disadvantaged population within Michigan Works! Southwest area.

Resource distribution will be monitored based on the percentage of participants served from each county unless the source of program funds dictates another basis for distribution.

## **ARTICLE III: MEMBERSHIP**

### Section 3.1 Membership

The general composition of the membership of the WDB and the process of appointment is directed by federal, state, and local policy. Membership shall be allocated as follows:

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County:	Branch	Calhoun	Kalamazoo	St. Joseph	Region	At-Large	Total
Approximate Percentage	11%	27%	33%	11%	11%	7%	100%

**Notes**

- A majority of the members shall be representatives of businesses in the local area. At a minimum, two members must represent small business.
- Community-Based Organizations (CBOs) meet the Organized Labor definition in WIOA. CBOs are still required in Michigan Law, Public Act 491 of 2006. The representation from labor and community-based organizations combined shall be a minimum of 20% of the total Board membership.
- In Michigan, services under Wagner-Peyser are delivered at the local level by the WDB staff or contracted staff. Local Boards will not be required to appoint a member in this category due to the agreement resulting from the State of Michigan v. Alexis M. Herman.
- Region – Some appointments represent the entire region rather than a specific county.
- Some appointments represent more than one county but not the entire area, and those members may be duplicative.
- Other (optional) - Organizations that have demonstrated experience and expertise in addressing employment, training, or education needs of targeted populations, including representatives of organizations that serve offenders (e.g., Department of Corrections) and out-of-school youth (e.g., Job Corps).

**Section 3.2 Appointment Process**

Appointments to the WDB and the filling of vacancies are made following specific appointment procedures defined by State and Federal policy. The Chief Elected Official shall be notified in writing of any vacancy.

- Individuals must be appointed to the WDB. Whenever possible, preference is given to individuals nominated by an organization. For renewal appointments, official members and alternates of the WDB may be appointed by their representative agency or organization.
- All WDB appointees must be currently employed in the sector they represent, with the exception of employment services (ES), labor, and education representatives.
- To ensure board membership reflects the demographics of the local service area, “At-



large” seats will be filled by nominees reflecting the diversity of the area. This means prioritizing nominees with diverse backgrounds to assist in addressing any inequities that may exist on the WDB (e.g., low representation of females, minorities, etc.).

- D. The representatives from each county will be appointed by the Board of Commissioners for the County they represent. The regional representatives will be appointed by Kalamazoo County.
- E. Terms for members who also serve as County Commissioners shall be for two years or until their respective term of office ends. New and renewal appointments for the private sector shall have terms expire in the years ending in an odd number, and the terms for non-private sector new and renewal appointments shall expire in the years ending in an even number. If a member resigns or for any reason leaves office prior to the end of a term, their replacement shall first be appointed to fill the remainder of the current term.
- F. Each County shall have the option to appoint one County Commissioner to the WDB, so long as that County Commissioner meets one of the other categories as set forth above. For example, one of Calhoun’s private sector appointments could be a County Commissioner who would also be involved/employed in the private sector.

### Section 3.3 Attendance and Voting

- A. Each appointed WDB member is entitled to one vote.
- B. Members/alternate members must attend in person to participate in voting. Members/alternate members with a health condition or a disability that prevents them from attending a meeting in person are allowed to participate remotely under the Americans with Disabilities Act (ADA) (Opinion 7318 – ADA – State of Michigan).
- C. If a WDB member with an alternate designee is unable to attend a meeting, the alternate designee may attend the meeting and vote in place of the WDB member.
- D. If a WDB member and their alternate designee both attend the same meeting, only the WDB member may cast a vote.
- E. If a WDB member does not have an alternate designee and is unable to attend a meeting, the WDB member may designate a Proxy who is a private sector member of the Executive Committee to vote in their place.

All proxy appointments must be in writing and presented to the person presiding over the meeting at the start of the meeting, or as soon after that is reasonably practicable. A WDB member designating a vote by proxy will be deemed as being in attendance for quorum, notice, waiver, voting, and other purposes. Copies of all proxies for each meeting will be maintained with official meeting minutes.

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F. In the event that a WDB member has excessive absences from regularly scheduled meetings, the WDB Executive Committee will discuss current and future availability to serve with the WDB member.

G. Excessive absences shall be defined by the Executive Committee.

### Section 3.4: Neglect of Duties

Grounds for removal may include, but are not limited to, excessive absences. Members of the WDB may be recommended for removal from the WDB by action of the Executive Committee. Any member of the WDB may be removed from the WDB by resolution of the WDB.

### Section 3.5 Conflict of Interest

A. The existence of a conflict of interest does not prohibit an individual from serving on the WDB. Local policy shall detail the conflict of interest exceptions that would allow representation under specifically defined situations.

B. No individual shall serve on the Workforce Development Board if they have an ownership interest or are employed by an organization that receives funds under the direct control of Michigan Works! Southwest.

C. Members shall be required to meet the conflict of interest disclosure requirement as soon as they are appointed to the WDB and prior to attending their first meeting.

## **ARTICLE IV: OFFICERS**

A. **Chairperson of the WDB** shall be a member representing the private sector, elected by vote of the WDB and/or the WDB Executive Committee for a one-year term. The term of the Chairperson may be renewed for a second year; however, it cannot exceed two consecutive years. The Chairperson shall, at least every two years, be from a different member county so that the Chairperson position rotates on a two-year basis. The responsibilities of the Chairperson shall include, but are not limited to:

a. Consult on the WDB agenda and preside over all meetings of the WDB and the Executive Committee.

b. Recommend appointments of Chairpersons, members, and ex officio members to the WDB committees.

c. Serve as ex officio member of all committees of the WDB.

d. Sign documents requiring approval of the WDB.

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- e. Act as the official spokesperson of the WDB.
  - f. Coordinate activities among committees of the WDB.
  - g. Recommend nominations of WDB appointments to fill vacancies.
  - h. Approve the appointment of Committee Chairs.
  - i. Approve membership of Ad hoc Committees.
  - j. Shall, by their election as Chairperson, represent the WDB, and delegate authority and responsibility as needed.
- B. **Vice Chairperson of the WDB** shall be a member representing the private sector elected by a vote of the WDB. The duties of the Vice-Chairperson shall include:
- a. Carrying out the responsibilities of the Chairperson during the absence, unavailability, or incapacity of the Chairperson.
  - b. Serve as Vice Chair of the Executive Committee.
- C. **Temporary Chairperson** may be appointed in the event that both Chairperson and Vice-Chairperson are absent from a meeting of the Workforce Development Board. The Temporary Chairperson shall be elected from among the Private Sector members present to preside over that meeting. The duties of the chair shall be ad hoc for that meeting only.
- D. **Chairpersons of Standing Committees** shall be of the Private Sector and members of the WDB.
- E. **Co-chairs** of Committees may be appointed to any standing or advisory committees, except the Executive Committee, when a committee's charge is expanded or additional expertise is desirable.

## **ARTICLE V: COMMITTEES**

A. **Executive Committee (Standing Committee)**

An Executive Committee shall serve as a standing committee of the WDB. Membership shall consist of the Chairperson, Vice Chair, with a minimum of three other members appointed by the Chairperson and shall include representation from each of the four counties served. The Executive Committee has the authority to conduct the day-to-day operations of the WDB between the meetings of the full WDB and the powers and duties set forth in these bylaws.

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**B. Disability Awareness Resource Team (DART) (Advisory Committee)**

The members of the DART Committee may be WDB members or ex officio members and may include persons who are not members of the WDB. DART members represent businesses, service providers, advocates, and allies with expertise in assisting individuals with disabilities with their career, training, and employment needs.

The DART Committee shall serve as the WDB's disability resource contact point to advise the WDB regarding accessibility and services. The DART Committee shall also assist with operational and other issues regarding the provision of services to individuals with disabilities, including programmatic and physical access to services, programs, and activities of the one-stop delivery system, appropriate training for staff on providing supports or accommodations, and finding employment opportunities for individuals with disabilities, as appropriate.

**C. Career & Educational Advisory Committee (CEAC) (Advisory Committee)**

Per Public Act 491 of 2006, educational advisory groups are required by state law to serve in an advisory capacity to the local WDBs on educational issues. The CEAC will serve as the regional equivalent of educational advisory groups. The CEAC shall serve in an advisory capacity to the WDB for Michigan Works! Southwest on educational issues. The roles and responsibilities of the CEAC are outlined in state policy.

The general composition of the membership of the CEAC and the process of appointment are directed by state policy. CEAC members shall be appointed by the WDB. The WDB shall appoint the chairperson of the CEAC. WDB members, or their alternates, or another designated representative from an educational entity, from the Michigan Works! Southwest area that represents the education sector shall serve on the CEAC.

**D. Request for Proposal (RFP) Committee (Ad hoc Committee)**

The WDB Chair shall be notified of the members serving on an RFP Committee, and each member of the committee shall complete and sign a Conflict of Interest statement specific to the proposals/RFP being reviewed. Members of the RFP Committee may be WDB members or ex officio members and may include persons who are not members of the WDB. The duties of the RFP Committee shall be to review and score proposals received in response to an RFP announcement for workforce development services for Michigan Works! Southwest.

**E. Other Committees** may be created upon the recommendation of the WDB and/or Executive Committee.

## **ARTICLE VI: WDB STAFF**

Professional, technical, and clerical staff support to the WDB and its committees shall be

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provided by the Administrative Agent. The staff shall:

- A. Provide logistical support and technical assistance to the WDB and WDB committees.
- B. Record, prepare, distribute, and maintain minutes of meetings of the WDB and WDB committees.
- C. Compile, reproduce, and distribute materials and information pertinent to WDB activities.
- D. Prepare plans, grants, applications, reports, and other documents as required by the State or WDB.
- E. Report to the WDB on the status of programs, activities, and legislation.

## **ARTICLE VII: MEETINGS**

### Section 5.1 Regular Meetings

A minimum of one official meeting of the WDB shall be held at least quarterly (four meetings each year). The meeting calendar establishing dates and locations shall be established and approved by the WDB no later than the final meeting of the previous calendar year. WDB meetings shall be scheduled to last no longer than one and one-half hours unless prior notice is given. The staff of the WDB shall transmit notice of the time and place of each regular meeting at least five (5) calendar days prior to the meeting to each member of the WDB.

By action of the Executive Committee, regular meetings of the WDB may be rescheduled; however, written notice of rescheduled meetings shall be forwarded to WDB members at least five (5) calendar days prior to the scheduled meeting date.

### Section 5.2 Special Meetings

Special meetings of the WDB may be called by the Chairperson, a simple majority of the Executive Committee, or by a simple majority of the voting members.

Notice of a special meeting shall be transmitted to members in writing, by email, or by phone at least twenty-four hours prior to such a meeting. The notice shall identify the business to be addressed at the meeting.

### Section 5.3 Committee Meetings

Annual meeting calendars for other standing and advisory committees shall be established by

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each respective committee. Meeting dates for Ad-hoc Committees shall be scheduled, as needed.

#### Section 5.4 Quorum

No official WDB business may be conducted in the absence of a quorum. To constitute a quorum, a majority (51%) of the total membership or a majority of the Executive Committee must be in attendance at the time of the meeting. Vacancies do not count toward a quorum.

#### Section 5.5 Participation Options

The WDB will make every effort and pay particular attention to participation options made possible by advancements in electronics and telecommunications. The use of Zoom and/or other methods of teleconference may be made available for members to attend WDB meetings. WDB members' participation in meetings by teleconferencing shall be consistent with the Open Meetings Act (1976 PA 267, as amended, MCL 15.261, et seq). Upon approval of the Chairperson, Board members may appear at a meeting via a teleconferencing device, including speaker phone, provided that a quorum is present at the meeting site and all individuals attending the meeting can hear and be heard by the Board member(s) attending via teleconferencing device. Failure to establish a video/audio teleconference due to technical or other problems shall not preclude conducting the meeting if a quorum is present. If a Board member participates via teleconferencing, this will be indicated on the meeting minutes.

#### Section 5.6 Action Between Meetings

At times, it may become necessary to conduct business between meetings. The WDB Chairperson is authorized to conduct or approve business on behalf of the WDB in these instances. Notice of the proposed Action Between Meetings and the opportunity to comment shall be provided to WDB members at least 48 hours prior to this approval taking place. In these situations, the action must be ratified at the next WDB meeting.

#### Section 5.7 Open Meetings Act

Regular meetings of the WDB and committees shall be scheduled and conducted in compliance with the Open Meetings Act.

Regular and special meetings of the WDB shall be at a date, time, and place for which public notice shall be given.

Notice of changes in the schedule of regular meetings will be posted in compliance with the Open Meetings Act.

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The meetings of the WDB and WDB committees shall be open and accessible in accordance with the Americans with Disabilities Act (ADA) requirements.

### Section 5.8 Public Participation

Any member of the public may comment on agenda items during the first Public Comment period on the agenda prior to the taking of a vote thereon.

The second Public Comment period on the agenda is an opportunity for members of the public to provide comments on non-agenda items.

Speakers, other than members, after being recognized by the Chairperson, shall identify themselves and shall limit their comments to four (4) minutes in duration. The time limit may be extended by the WDB or Committee Chairperson, or by vote of the WDB or Committee.

Agendas may be modified at the beginning of a meeting to add a Legislative Update on an as-needed basis.

### Section 5.9 Publication of Proceedings

- A. Proposed minutes shall be available for public inspection within eight (8) business days after each meeting. Approved minutes shall be available for public inspection and posted on the Michigan Works! Southwest (MWSW) website within five (5) business days, following approval.
- B. Minutes of the Executive Committee shall constitute the official minutes of the full WDB when the full WDB does not meet.
- C. A record of the proceedings of the WDB and WDB committee meetings shall be maintained by the Administrative Agent at a location accessible to the public.
- D. In accordance with the Americans with Disabilities Act (ADA), the minutes will be made available in alternate format (large print, audio format, etc.) upon special request to the Administrative Agent.

## **ARTICLE VIII: ACCOUNTABILITY**

The State of Michigan holds the Grant Recipient accountable for activities conducted and funds expended.

The Grant Recipient shall hold the Administrative and Fiscal Agent accountable for activities conducted and funds expended.

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The Administrative and Fiscal Agent shall hold the service providers/subrecipients accountable for activities conducted and funds expended.

To provide primary oversight, the WDB shall be charged with reviewing all programs/ services funded by Michigan's workforce development department and other federal and state sources under the auspices of the Michigan Works! Southwest Workforce Development Board, at least annually.

Additionally, business of the WDB will be conducted in an open manner as required by WIOA sec. 107(e), by making available to the public, on a regular basis through electronic means and open meetings, information about the activities of the Local WDB. Known as the "Sunshine Provisions," this shall include:

- A. Information about the Local Plan, or modifications to the Local Plan, before submission of the plan;
- B. List and affiliation of Local WDB members;
- C. Selection of one-stop operators;
- D. Award of grants or contracts to eligible training providers of workforce investment activities, including providers of youth workforce investment activities;
- E. Minutes of formal meetings of the Local WDB; and
- F. Local WDB by-laws, consistent with § 679.310(g).

#### **ARTICLE IX: AMENDMENTS/MODIFICATIONS AND REVIEWS**

The bylaws shall be deemed to be automatically modified without further action necessary to reflect any changes in relevant legislation, regulations, or local policies.

These Bylaws shall be reviewed and reapproved at a minimum, every two-year period to align with the Intergovernmental Agreement between the WDB and each of the Counties within the MWSW service area.



**ARTICLE X: SIGNATURES AND EFFECTIVE DATE**

**Counterparts: Facsimile/PDF Signatures** - This Agreement may be signed in counterparts and delivered by fax or in .pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

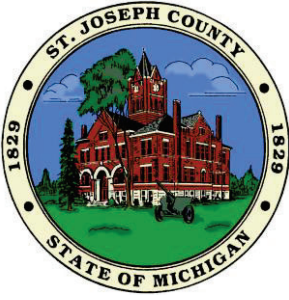
The effective date of this Agreement shall be the date the last party signs it, or October 1, 2025, whichever comes first.

**St. Joseph County**

By: \_\_\_\_\_  
Jared Hoffmaster, Board Chair

Dated: \_\_\_\_\_





COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 277  
Centreville, MI 49032-0277

## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** September 9, 2025 / September 16, 2025

**DEPARTMENT:** Community Corrections

**PREPARED BY:** Tiffany Howe

**SUBJECT:** Request of Restore Allocated Sobriety Court Funds

**SPECIFIC ACTION REQUESTED:**

Approval to restore \$10,770 into SJC Community Corrections Program designated for Sobriety Court.

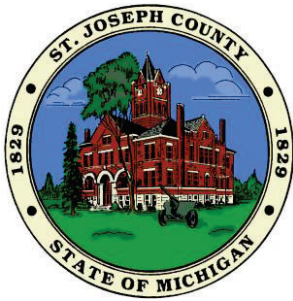
**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

In 2023, a donation of \$ 15,000 was received for the exclusive benefit of Sobriety Court. Of this amount, \$ 4,230 was properly expended on Sobriety Court operations. The remaining \$10,770, however, was inadvertently not restricted for its intended purpose and was subsequently used for unrelated expenses.

Purpose: To restore the full intended donation for Sobriety Court by replacing the \$10,770 that was unintentionally used for other purposes, thereby ensuring the program receives the donation in its entirety as originally designated.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

The \$10,770 be transferred into the SJC Community Corrections Program 252-296-699.101 from the General Fund fund balance and establish a budget for contractual services 252-296-816.000.



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 277  
Centreville, MI 49032-0277

## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** September 16, 2025

**DEPARTMENT:** Administration

**PREPARED BY:** Administration

**SUBJECT:** Opioid Settlement Resolution

**SPECIFIC ACTION REQUESTED:**

Adopt a resolution authorizing entry of state-subdivision agreements concerning allocation of opioid settlement funds.

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

An Opioid Task Force was established to determine funding recommendations to the BOC and met regularly through early 2025, when recommendations for the first round of funding were made and voted on during the March 18, 2025 BOC meeting. Allocations were made to Community Corrections (for testing) and the Sheriff's Office (for Medication-Assisted Treatment, or MAT). Adoption of this resolution will allow for entry into additional opioid settlement, litigation, and/or bankruptcy proceeds.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

St. Joseph County will receive:  
Purdue/Sackler - \$156,426.03 over 15 years  
Alvogen et al. - amount to be determined

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS  
SEPTEMBER 16, 2025

RESOLUTION TO AUTHORIZE ENTRY OF STATE-SUBDIVISION  
AGREEMENT CONCERNING ALLOCATION OF OPIOID SETTLEMENT FUNDS

RESOLUTION # \_\_\_\_\_

**WHEREAS**, the County of St. Joseph County has been directly impacted by the ongoing opioid epidemic, which has created significant challenges for local communities; and

**WHEREAS**, in response to these impacts, St. Joseph County has participated in coordinated litigation efforts against certain opioid manufacturers, distributors, and retailers alleged to have contributed to the opioid crisis; and

**WHEREAS**, settlements have been reached through negotiations between the settling entities, the State Attorneys General, and a Plaintiff Executive Committee—designated negotiating committee representing approximately 4,000 local governments nationwide; and

**WHEREAS**, the national settlement agreements and related bankruptcy resolutions provide for the allocation of settlement funds between participating states and their local subdivisions, including St. Joseph County; and

**WHEREAS**, the Michigan State–Subdivision Agreement specifies the method of allocation and requires that no less than 70% of all settlement proceeds be used exclusively for Opioid Remediation purposes, as defined by the settlement terms; and

**WHEREAS**, the September 2025 amended Michigan State–Subdivision Agreement further requires that all participating subdivisions file annual reports beginning in Fiscal Year 2026 with the Michigan Department of Attorney General, detailing all settlement funds received, expenditures made, and allocations committed; and

**WHEREAS**, St. Joseph County’s participation in the State–Subdivision Agreement is necessary to receive its share of settlement and/or bankruptcy proceeds from current and future opioid-related litigation or settlements;

**NOW, THEREFORE, BE IT RESOLVED** that the St. Joseph County Board of Commissioners hereby authorizes the County Administrator to sign all necessary documents associated with participation in opioid settlements, litigation, and bankruptcy proceedings; and

**BE IT FURTHER RESOLVED** that the St. Joseph County Board of Commissioners hereby authorizes the execution of the amended Michigan State–Subdivision Agreement governing the allocation of funds from all opioid litigation settlements and bankruptcy proceedings; and

**BE IT FINALLY RESOLVED** that the St. Joseph County Board of Commissioners authorizes participation in and execution of any substantially similar state–subdivision agreements that govern the allocation of opioid litigation or bankruptcy proceeds obtained from any other settling entities.



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125 Main St.  
P.O. Box 277  
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## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** 9/16/2025

**DEPARTMENT:** Administration

**PREPARED BY:** Administration

**SUBJECT:** Strategic Plan Follow Up - Mission and Vision Statements

**SPECIFIC ACTION REQUESTED:**

Adopt the recommended mission and vision statements that were developed as part of the strategic planning process.

Mission: The mission of St. Joseph County is to provide efficient, dependable services while fostering public trust through collaboration, accountability, and long-term stewardship of county resources.

Vision: By leading with integrity, St. Joseph County seeks to shape a future that preserves trust, strengthens responsibility, and inspires pride across generations.

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

During the strategic planning process, several options were developed through workshops and small groups. Additional follow up with county department and office leadership led to a consensus of the recommended statements for adoption.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

N/A



## COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 130  
Centreville, MI 49032-0277

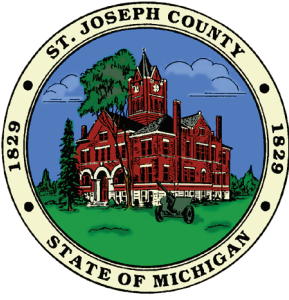
### Mission Statement Drafts

Option 1: We deliver dependable public services, safe infrastructure, and supportive resources for every generation, with a commitment to responsiveness, community collaboration, and stewardship of public funds.

Option 2: We are committed to serving residents and visitors of all ages by providing reliable services, maintaining public safety and infrastructure, and working together to strengthen the fabric of our rural county.

Option 3: Through efficient service delivery and local collaboration, St. Joseph County meets the evolving needs of each generation, creating a responsive government rooted in trust, stewardship, and shared responsibility.

Option 4: The mission of St. Joseph County is to provide efficient, dependable services while fostering public trust through collaboration, accountability, and long-term stewardship of county resources.



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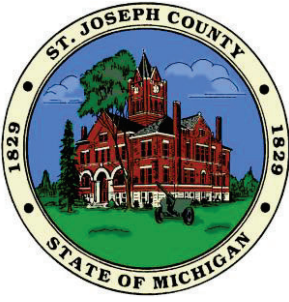
## Vision Statement Drafts

Option 1: We imagine a future where the systems of government are seamless, the needs of the people are anticipated, and every generation is proud to call St. Joseph County home.

Option 2: We imagine a future where St. Joseph County protects its rural charm and natural beauty while building systems of government that serve with vision, integrity, and care.

Option 3: We envision a community where rural character is not only preserved but celebrated, and where public systems evolve to meet today's needs without compromising tomorrow's legacy.

Option 4: By leading with integrity, St. Joseph County seeks to shape a future that preserves trust, strengthens responsibility, and inspires pride across generations.



COUNTY ADMINISTRATOR

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125 Main St.  
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## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** 9/16/2025

**DEPARTMENT:** Administration

**PREPARED BY:** Administration

**SUBJECT:** 2026 Elected Officials' Salaries

**SPECIFIC ACTION REQUESTED:**

Approve recommended 2026 salaries for elected officials (attached).

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

Statute requires that elected officials' salaries be set before November 1 each year. The recommended schedule reflects a 3% cost of living increase from 2025.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

Changes will be reflected in 2026 budget.

## 2026 ELECTED OFFICIALS ANNUAL SALARIES

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
County Commissioners (each)	\$9,042 2%	\$9,223 2%	\$9,408 2%	\$9,690 3%	\$9,981 3%
<i>Annual Salary includes regular and special Board meetings</i>					
<i>Per Diem for all other meetings - \$50/half day and \$95/full day</i>					
Sheriff	\$104,944 2%	\$107,043 2%	\$112,395 5%	\$115,767 3%	\$119,240 3%
Prosecuting Attorney	\$123,235 2%	\$125,700 2%	\$131,985 5%	\$135,945 3%	\$140,023 3%
County Clerk/Register	\$89,118 2%	\$90,900 2%	\$95,445 5%	\$98,308 3%	\$101,257 3%
County Treasurer	\$77,004 2%	\$78,544 2%	\$82,471 5%	\$84,946 3%	\$87,494 3%
Drain Commissioner	\$80,968 2%	\$82,587 2%	\$86,716 5%	\$89,318 3%	\$91,997 3%



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125 Main St.  
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## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** September 16, 2025

**DEPARTMENT:** Administration

**PREPARED BY:** Administration

**SUBJECT:** Resolution Honoring the Service of CBH Board Members

**SPECIFIC ACTION REQUESTED:**

Adopt a resolution honoring the service of three Covered Bridge Healthcare Board Members.

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

The three outgoing board members being honored served the maximum number of terms (three 3-year terms for a total of nine years) and were instrumental in the success of Covered Bridge Healthcare. This resolution will show appreciation of their service to the residents of the county. They include Elizabeth Datkovic, Kristine Kirsch, and JD Yoder.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

N/A

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING THE SERVICE OF COVERED BRIDGE HEALTHCARE BOARD MEMBERS**

RESOLUTION NUMBER 9-2025

**WHEREAS**, Covered Bridge Healthcare of St. Joseph County (CBHSC) is a Medicare-certified Federally Qualified Health Center (FQHC) located in Centreville, Michigan, dedicated to providing affordable and accessible healthcare to the residents of St. Joseph County; and

**WHEREAS**, CBHSC, through its outpatient clinic and federal support, offers critical healthcare services to the community, including preventative care, and other essential medical services; and

**WHEREAS**, the leadership and oversight of the CBHSC Board of Directors are vital to ensuring the clinic's continued success in serving the healthcare needs of St. Joseph County; and

**WHEREAS**, Elizabeth Datkovic, Kristine Kirsch, and JD Yoder have each faithfully completed three (3) three-year terms of service on the Board of Directors, providing guidance, governance, and commitment to the mission of CBHSC; and

**NOW, THEREFORE, BE IT RESOLVED**, that the St. Joseph County Board of Commissioners does hereby recognize and honor Elizabeth Datkovic, Kristine Kirsch, and JD Yoder for their years of dedicated service to Covered Bridge Healthcare and the citizens of St. Joseph County; and

**BE IT FURTHER RESOLVED**, that this resolution be entered into the official record of the County and that copies be presented to each honoree with the County's gratitude.

**PASSED AND ADOPTED** by the St. Joseph County Board of Commissioners this 16th day of September 2025.

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**Chairman Jared Hoffmaster**

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**Commissioner Christina Yunker**

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**Commissioner Rick Shaffer**

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**Commissioner Ken Malone**

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**Commissioner Rusty Baker**

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**Commissioner Terrance Conklin**

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**Commissioner Luis Rosado**

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**County Clerk/Register Gina Everson**



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 277  
Centreville, MI 49032-0277

## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** 9/16/2025

**DEPARTMENT:** Sheriff's Office

**PREPARED BY:** Sheriff Chad Spence

**SUBJECT:** Change in Jail Medical Service Provider

**SPECIFIC ACTION REQUESTED:**

Approve contract with ATC Healthcare Services, LLC to provide medical services in jail.

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

In February 2022, the Sheriff's Office moved to Advanced Correctional Health (ACH) to provide medical services in the jail. For financial and logistical reasons, the Sheriff's Office plans to change from ACH to ATC Healthcare Services to provide medical care within the jail, effective October 1, 2025.

**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

Funding for medical services is already budgeted and this change could save up to approximately \$71,000 annually.

Medical provider services are under Contractual Services GL 101-351-816.000



# ***SERVICE AGREEMENT***

***By And Between***

***St. Joseph County***

***And***

***ATC Healthcare Services, LLC***



This AGREEMENT is made and entered into on the First day of October, 2025 by and between **St. Joseph County**, located at **650 E. Main Street, Centerville, MI 49032** (hereinafter referred to as COUNTY), and **ATC Healthcare Services, LLC**, a limited liability corporation having its principal office at 1983 Marcus Avenue, Suite E-122, Lake Success, NY 11042 (hereinafter referred to as ATC or Contractor).

WHEREAS the COUNTY desires to provide inmates of the COUNTY jail located at 650 E. Main Street, St. Joseph, Michigan 49911.

WHEREAS ATC, which engages and retains Physician, Nurse Practitioner and nurse(s) licensed to conduct or assist in the practice of medicine in the State of Michigan, and other employees to provide related support services (collectively "Health Care Associates") is capable of, and desires to provide said medical care to the COUNTY's inmates as an independent contractor;

WHEREAS the COUNTY desires ATC to provide such Health Care Associates for the purpose of providing inmate medical care at the COUNTY Jail as an independent contractor.

THEREFORE, COUNTY and ATC agree as follows:

**1. RESPONSIBILITIES OF ATC**

- A. Contractor Services. Commencing on October 1, 2025 (the "Effective Date"), Contractor shall provide the COUNTY with the Services as described below and in Exhibit A subject to the terms and conditions set forth in this Agreement. Contractor will provide the Services on a schedule mutually agreeable to the parties.
- B. Provision of Personnel. In addition to meeting the requirements above, ATC will provide Healthcare Associate(s) to fill specified position(s) who possess the skills and qualifications for said position(s) as defined by COUNTY.
- C. Experience. In addition to meeting the requirements above, ATC will verify that Healthcare Associates have relevant experience as defined by COUNTY in writing for a specified position. ATC will perform standard professional background checks on all Healthcare Associates to ensure that they possess acceptable professional references and clinical experience in the areas in which they are to provide services under this Agreement.
- D. OSHA. ATC will provide general (generic) infection control and safety training to Healthcare Associates in accordance with OSHA standards.
- E. Licensure. ATC will provide COUNTY with Healthcare Associates who have current and unrestricted licenses, registrations and/or certifications as appropriate to their profession and as issued by applicable state and/or national licensing bodies to perform duties associated with the specified position. Upon

request, ATC will provide COUNTY with documentation of such licensure, registration and/or certification.

- F. Personnel Standards. ATC complies with OSHA, governmental, and Joint Commission standards for contracted agency personnel. ATC provides Healthcare Associates who are HIPAA trained, and qualified in relation to their education, training, licensure, and competence as defined by written job description or specification.
- G. Criminal Background Checks. ATC shall perform criminal background checks and may disqualify Health Care Associates based on infractions. ATC will inform the COUNTY of any criminal record of a Health Care Associate.
- H. Health Clearance. ATC verifies tuberculosis status for direct care staff and medical clearance to perform essential functions of the job where mandated by state law. Other medical testing required by COUNTY shall be specified in writing.
- I. Payment to Healthcare Associates. ATC is responsible for all payments made to Healthcare Associate(s) for services provided under this Agreement.
- J. Compliance with Sheriff's Office/Jail Rules & Regulations, Policies and Procedures. In providing all services under this contract, ATC shall adhere to all applicable statutes, ordinances, rules, and regulations governing the provision of such services, including those currently in effect and any that may be adopted in the future. The policies of the Sheriff's Department will take precedence over ATC policies in the event of any overlap or conflict.
- K. Insurance. ATC shall procure and maintain during the life of this contract General and Professional Liability Insurance, naming the COUNTY as an additional insured with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and an 'umbrella' policy of not less than \$5,000,000 and Worker's Compensation Insurance as required by state law. ATC will provide, at COUNTY request, certificates of Insurance of such coverage.
- L. Notification of Claims. ATC will notify COUNTY within one (1) business day after receipt of formal notice about the existence of any malpractice claim, any civil, criminal or regulatory audit, investigation or other proceeding involving a Health Care Associate who is providing Services under this Agreement.

## 2. **The COUNTY AGREES:**

- A. That ATC shall have the discretion to provide such medical services to inmates as, in its discretion, is warranted and necessary; provided that the COUNTY

reserves the right to take such precautions and make such rules as it deems necessary to maintain acceptable levels of security at the Jail.

- B. Notification of Performance or Conduct Issues. COUNTY will notify the ATC representative and provide written documentation for any concerns related to the performance or conduct of a Healthcare Associate, including instances where the associate appears to be under the influence of any substance. If the COUNTY determines that a Healthcare Associate is unfit, has engaged in misconduct, or has demonstrated negligence, the COUNTY may request the removal of the associate from its premises. The COUNTY will only be obligated to compensate ATC for the actual hours worked by the Healthcare Associate.
- C. Communication of Disciplinary Actions and Other Incidents. COUNTY agrees to contact ATC and communicate in writing any disciplinary actions, occupational injuries/hazards, incidents sentinel events, depositions or lawsuits related to Healthcare Associates within one (1) business day of the known occurrence. COUNTY agrees to initiate and/or facilitate communication with ATC whenever an incident/injury report related to a Healthcare Associate is completed that directly involve COUNTY, whether or not the incident results in an adverse event involving patients or staff members and agrees to allow an authorized representative of ATC to obtain the report after accident or injury to ensure proper disposition of the matter. COUNTY understands that Healthcare Associates are expected to contact ATC whenever such incidents are complete and that negative trends in performance may lead to disciplinary actions.
- D. COUNTY will procure and maintain General and Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and Worker's Compensation Insurance for its own employees as required by state law. COUNTY will provide, at ATC's request, certificates of insurance, evidencing coverage.
- E. To provide such reasonable equipment and supplies to be necessary for proper health care at COUNTY Jail. ATC will notify the COUNTY in writing within a reasonable time of any deficient equipment or supplies.
- F. To provide space for private medical examination of inmates and for storage of medical records.
- G. To provide such information and other assistance as may be necessary to the delivery of proper health care to inmates. ATC will notify the COUNTY in writing within a reasonable time of any deficient information or assistance.

- H. To provide a safe work environment for Healthcare Associates, following is a mutual understanding of safety and on-the-job injury procedures, practices and philosophies:
1. COUNTY will only utilize Healthcare Associates in jobs for which they have been assigned and trained. Any variance must be reported to ATC office before work begins.
  2. Healthcare Associates will be oriented and trained by COUNTY in all safety, hazardous communication (Safety Sheets Information, etc.), operational instructions and specific safety PPE usage for tasks in the same manner as COUNTY employees, including but not limited to safety training, in-service and meetings. Evidence of safety training completion will be shared with ATC.
  3. COUNTY is required under OSHA 1904.31 (a) to complete and maintain an OSHA 300 and 300a form for Healthcare Associates that sustain an injury or exposure at the COUNTY worksite while under COUNTY supervision.
  4. Healthcare Associates are not authorized to perform tasks for which they have never been trained, and which are outside their typical work duties.
  5. Healthcare Associates will be required to wear all appropriate safety equipment. COUNTY must provide Healthcare Associates with Personal Protective Equipment (PPEs) as appropriate to job duties at COUNTY's expense. At minimum COUNTY must follow their Respiratory Protection Plan in accordance with OSHA.
  6. ATC will be notified immediately (at least within twenty-four (24) hours) in the event of an accident or injury to a Healthcare Associate. ATC will coordinate appropriate medical treatment in this event, except in emergent cases requiring immediate treatment or medical care. COUNTY will allow an authorized representative of ATC to obtain a report after an accident or injury to ensure proper disposition of the matter.
  7. COUNTY will notify ATC in the event any Healthcare Associate appears to be under the influence of any substance.
  8. COUNTY will review and complete the Safety Checklist listed in Exhibit C.

The COUNTY and ATC further mutually agree:

### **3. INVOICING AND PAYMENT**

- A. Payment. The County shall pay Contractor for the services described in exhibit A based on the pricing provided by Contractor. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty(30) days following receipt of invoice commensurate with satisfactory performance.
- B. Customer Contact Sheet for Accounts Payable. COUNTY will complete Exhibit B in its entirety. If there should be a change in any information listed in Exhibit B, COUNTY will notify ATC within three (3) business days.
- C. Invoicing. Invoicing will be done by ATC on a weekly basis from a signed time slip. Hours will be billed based on actual minutes worked, with pay calculated per minute. Invoices will be considered correct unless disputed in writing by COUNTY within thirty (30) days of the date of the invoice.
- D. Holidays. Holidays worked are billed at one and one-half (1½) times the normal hourly rate. The holiday begins at the start of the day shift and continues through the entire night shift. The recognized holidays are as follows:

New Year's Day	Labor Day	Memorial Day
Thanksgiving	July Fourth	Christmas Day
- E. Overtime. Overtime billing at one and one-half (1½) times the normal hourly rate will be charged for all hours worked over forty (40) per Healthcare Associate per billing week.
- F. Training: The CONTRACTOR shall provide onsite training and orientation for new employees, including electronic health record (EHR) training. Such training shall be billable to the COUNTY at the rates specified in Exhibit A.
- G. Nonpayment. In the event of nonpayment of any amounts owing under this agreement, COUNTY agrees to pay all reasonable attorneys' fees, reasonable collection costs, and reasonable expenses incurred by ATC in connection with the collection of such amounts.

### **4. MUTUAL RESPONSIBILITIES**

- A. Term and Termination. This agreement shall commence on the Effective Date (10/1/25) and will be automatically renewed on an annual basis for three consecutive years ending on (9/30/28). Either party may terminate this agreement at any time, with or without cause, upon thirty (30) days written

notification to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

- B. Notices. All notices required or permitted to be given under this Agreement shall be in writing and may be delivered personally with proof of receipt, sent by registered or certified pre-paid mail, return receipt requested, or by an overnight carrier with proof of receipt.

Notices to ATC shall be sent to:

Kristine Dexter  
Executive Director  
ATC Healthcare Services, LLC  
1107 S. Saginaw Rd, Suite A  
Midland, MI 48640  
e-mail: kdexter@atchealthcare.com

and

Cheryl Stein  
Attn: Contracts Department ATC Healthcare Services, LLC  
1983 Marcus Avenue, Suite E-122  
Lake Success, NY 11042  
e-mail: cstein@atchealthcare.com

Notices to COUNTY shall be sent to:

Name:  
Sheriff Chad Spence  
St. Joseph County Sheriff's Office  
650 E. Main Street  
St. Joseph, Michigan 49911

- C. Amendments. No amendments to this Agreement will be effective unless made in writing and signed by both parties.
- D. Exhibits. All exhibits annexed hereto are expressly made as part of this agreement as though fully set forth herein.
- E. Independent Contractors. In entering and performing under this agreement, both parties are always performing as independent contractors. Nothing in this agreement shall constitute or be construed as the creation of an employment relationship, partnership, or joint venture between ATC, its agents or employees, and COUNTY. With respect to personnel furnished to COUNTY under this agreement, such personnel shall be at all times considered employees of ATC,

and ATC shall comply with all local, state, and federal laws and ordinances applicable to it as an employer, including requirements for payment of wages, verification of employment eligibility pursuant to United States immigration laws, fair labor standards, workers compensation, and laws requiring equal employment opportunity and prohibiting discrimination in employment. Personnel furnished to COUNTY under this Agreement are not eligible to participate in any COUNTY pension, health, vacation pay, sick pay, or other fringe benefit of COUNTY. COUNTY will not pay or withhold FICA, FUTA, federal or state income tax for personnel furnished to the COUNTY under this Agreement. Nothing in this Agreement shall be construed as creating an employment relationship between COUNTY and Healthcare Associate.

- F. Indemnification. Each party shall indemnify and hold harmless the other party and its parents, subsidiaries, affiliates, shareholders, directors, officers, trustees, employees, agents, and contractors against all actions, claims, and demands whatsoever, including costs, expenses, and reasonable attorneys' fees resulting from or claimed to have resulted from any negligent acts or omissions of the indemnifying party, its employees or independent contractors (including, for ATC, a Healthcare Associate), with respect to the performance of services under this Agreement or in the performance of the indemnifying party's obligations pursuant to this Agreement.
  
- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflicts of law.
  
- H. Dispute Resolution. This Agreement is governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in St. Joseph County, Michigan.
  
- I. Non-Discrimination. ATC and COUNTY affirm and agree to comply with ATC's policy as it relates to discrimination and harassment, including sexual harassment, as stated below:
  - 1. It is the policy of ATC not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, disabled veteran, Vietnam- era veteran or other protected veteran status, or any other characteristic protected by federal, state or local laws.
  - 2. Harassment and sexual harassment violate ATC policy, as all employees should have the ability to perform their jobs in an atmosphere that is free from all forms of discrimination.
  - 3. All complaints of discriminatory treatment in violation of ATC policy, and any complaint of harassment of any type, including sexual harassment,

as well as any complaint of retaliation for the reporting of such unlawful treatment, should be brought to the attention of a member of ATC's management staff and the COUNTY Administrator. Both ATC and COUNTY agree to notify the other party of any such complaints, investigate all complaints and collectively cooperate in the investigation and appropriate resolution of such complaints.

- J. Entire Agreement. This Agreement constitutes the entire contract between ATC and COUNTY regarding the subject matter of this Agreement and will supersede any prior agreements between the parties. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
- K. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.
- L. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.
- M. Invalid Provision. If a provision of this Agreement is held to be invalid, the remainder of this Agreement will remain in full force and effect.
- N. Headings. The headings on this Agreement are for reference only and will not affect the meaning or interpretation of this Agreement.
- O. Applicable Laws. Both parties will comply with all applicable local, state, and federal laws and regulations in the provision of services under this Agreement and certify that they are licensed, as applicable, to provide such services.
- P. Access to Records. If required by law or regulation, both parties will make available to the U.S. Department of Health and Human Services ("HHS"), the Centers for Medicine and Medicaid Services ("CMS"), the General Accounting Office ("GAO"), and the other party, or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of seven (7) years after furnishing services in

fulfillment of the terms herein, or such other time period as required by applicable law.

- Q. Suspension or Debarment. Each party represents that it is not currently under investigation, suspended, or debarred by any state or federal governmental agency for Medicare, Medicaid, or other government program fraud. Further, each party represents that to the best of its reasonable knowledge, its currently practicing staff (to include for ATC its Healthcare Associates and for COUNTY its applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. In the event that an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the parties that the ability to verify if any Staff is currently debarred is dependent upon the accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff. Each party agrees to notify the other party promptly upon discovery of any such investigation, suspension, debarment, or false representation.
- R. Confidential Information. Each party agrees to use its best efforts to prevent and protect the other party's Confidential Information, as hereinafter defined, from disclosure to any person other than its employees or agents having a need for disclosure in connection with the provision of services under this Agreement. Confidential Information includes but is not limited to costs, profit and margin information, financial information, and client lists, regardless of whether such information is designated as Confidential Information at the time of its disclosure. Confidential Information shall not be deemed proprietary and the receiving party shall have no obligation with respect to such information where the information: (a) was known to the recipient prior to receiving the Confidential Information from the other party; (b) has become publicly known through no wrongful act of the recipient; (c) was received by the recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; (d) was independently developed by the recipient without use of the Confidential Information; or (e) was ordered to be publicly released by the requirement of a government agency. Each party agrees that all Confidential Information shall remain the property of the discloser. Nothing contained herein shall be construed as granting or implying any transfer of rights to the recipient in the Confidential Information. This clause shall survive termination of the Agreement.

- S. Protected Health Information. Both parties agree to use and disclose protected health information only as permitted by applicable state and federal laws, including applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the HIPAA Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164, as well as the confidentiality requirements for substance use disorder (“SUD”) patient records under 42 C.F.R. Part 2 (“Part 2”). Each party will implement and maintain safeguards to protect the confidentiality, integrity, and security of PHI, including Part 2-protected information, and will ensure that disclosures are made only with appropriate patient consent or as otherwise permitted by law. Both parties agree to promptly notify each other of any breach, suspected breach, or unauthorized disclosure of PHI or Part 2-protected information and cooperate fully to resolve and remediate the issue. Rediscovery of Part 2-protected records is prohibited without specific patient consent or as otherwise authorized by law, and all disclosures of such records will include any required legal notices.
- T. Affordable Care Act. Upon thirty (30) days prior written notice, ATC may implement a rate adjustment based on increased labor costs attributable to the Affordable Care Act, with such adjustment being effective at the end of the thirty (30) day notice period. ATC warrants that such rate adjustment will not exceed two percent (2%) of the then current rates.
- U. Force Majeure. ATC shall not be liable or responsible to COUNTY, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of ATC including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or other civil unrest; national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, qualified personnel or third party services; materials or telecommunication breakdown or power outage; or failure or delay of ATC's suppliers, third party service providers or subcontractors due to the above mentioned events, provided that, if the event in question continues for a continuous period in excess of fifteen (15) days, COUNTY shall be entitled to give notice in writing to ATC to terminate this Agreement.

The parties have executed this Agreement and so certify below by signatures of authorized representatives.

**ATC Healthcare Services, LLC**

**St. Joseph County**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**County Signature also required on Exhibit A, page 12**



**Exhibit A  
Medical Staffing Proposal  
St. Joseph County Jail  
650 E. Main Street  
Centerville, MI 49032**

**Note:** If the nurse practitioner is unavailable due to vacation or other time off, and a physician (MD or DO) is required to provide coverage, the physician bill rate of \$1600/week will apply for that period. Every effort will be made to maintain nurse practitioner coverage whenever possible.

**Option 1**

*84 hours of nursing with a Nurse Practitioner*

Position Title	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hrs/wk	Bill Rates	Wkly Total
Physician									Flat Rate*	\$ 100.00
Nurse Practitioner	on-call	on-call	on-call	on-call	on call	on-call	on-call	on-call	\$700	\$ 700.00
RN	12	12	12	12	12	12	12	84	\$ 70.00	\$ 5,880.00
LPN									\$ 60.00	
<b>**Nurse practitioner onsite visit up to maximum 2 hours every week and on call 24/7. Schedule, mutually agreed upon</b>										<b>\$ 6,680.00</b>

*Note: Schedule is flexible and can be adjusted to accommodate the County's specific nursing hours per day*

Monthly Cost	\$28,946.67
Annual Cost	\$347,360.00

<b>Proposal Details</b>	
The following outlines the scope of services, responsibilities, and terms proposed by ATC Healthcare Services in response to the County's identified needs. This proposal is designed to ensure transparency, alignment with the County's objectives, and delivery of high-quality healthcare services	
<b>Staff Schedule</b>	ATC Healthcare contract staff will adhere to the operational schedule as determined by the County.
<b>Overtime</b>	If services are required beyond the standard schedule, hours worked in excess will be billed at one and one-half times the hourly rate, in accordance with applicable wage and hour regulations. Overtime billing will comply with federal and state labor laws based on the employee's designated work schedule.
<b>ATC Recognized Holidays</b>	ATC observes the following paid holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day. If the County requires medical services to be provided on any of these recognized holidays, hours worked will be billed at one and one-half times the standard hourly rate.
<b>New Hire Orientation</b>	ATC provides a comprehensive, competency-based orientation program for all newly assigned nursing staff. This program is specifically designed to prepare nurses who are new to correctional medicine, ensuring they are equipped to deliver safe, effective care in a jail setting. Training hours associated with the onboarding of new nurses will be billed to the County at the applicable hourly rate.
<b>Electronic Health Record</b>	The county currently utilizes the Detain electronic health record (EHR), a platform sponsored by Advanced Correctional Healthcare (ACH), the incumbent healthcare staffing vendor. Should the county elect to transition to a different staffing provider, it is likely that the cost of maintaining access to the Detain system will increase, as the existing pricing is tied to ACH's service contract. ATC Healthcare is committed to ensuring a smooth transition and will collaborate closely with the county to identify an effective and affordable EHR solution that meets operational and compliance needs. For your review, we have included an EHR capabilities matrix outlining available options and features.
<b>Pharmacy</b>	To manage healthcare costs efficiently, ATC recommends that the County continue to contract directly with a pharmacy services provider, which allows for streamlined medication access and cost control. At present, the County maintains an agreement with a local pharmacy. ATC will serve as a collaborative business partner to the County in any negotiations with pharmacy service providers and will work closely with all county selected healthcare vendors to ensure the delivery of high-quality, cost-effective care.
<b>Mental Health</b>	ATC Healthcare employees will work in close collaboration with mental health service providers to ensure that medication regimens and therapeutic interventions are coordinated effectively. Together, they will develop and maintain individualized care plans that reflect a unified approach to patient treatment and continuity of care.
<b>Vendor Services</b>	To effectively manage health care costs, ATC recommends that the County directly contract with health care supply companies i.e. McKesson, lab companies i.e. Garcia and other medical vendors. ATC will serve as a collaborative business partner with the county and selected vendors.
<b>Duration fo Agreement</b>	The duration of this agreement shall be three (3) years, commencing on the effective date. Either party may terminate the agreement with thirty (30) days' written notice. A two percent (2%) increase to the bill rate shall take effect at the beginning of the third year.
<b>Invoicing payment</b>	Payment is due within thirty (30) days of invoice date
<b>CQI Reporting</b>	ATC will collaborate with the County on quality initiative measures and will customize reporting to align with the County's specific goals and requirements

(Proposal date 9.4.2025)

This document serves as a preliminary proposal and is intended for discussion purposes only. It does not constitute a binding agreement between ATC Healthcare and Cheboygan County Jail. Any final agreement will be subject to further negotiation and execution of a formal contract.

Signature/Title	Date
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**EXHIBIT B**

**ATC Healthcare  
Services Customer  
Contact Sheet**

<b>Business Contact Card</b>			
Company Name:			
Parent Company / Group:			
Corporate Address:			
Website Address:			
<b>Title</b>	<b>Contact Name</b>	<b>Phone #</b>	<b>Email Address</b>
Accounts Payable			
AP Supervisor			
Controller			
CFO			
CEO			
<b>Business Trade References</b>			
Company Name		Contact Person	
Address		Contact Phone	
City, State, Zip		Contact Email	
<b>Business Trade References</b>			
Company Name		Contact Person	
Address		Contact Phone	
City, State, Zip		Contact Email	

**EXHIBIT C**  
**ATC Healthcare Services, LLC**  
**COUNTY Safety Checklist**

*To ensure the safety of ATC employees (“Employees”), please complete this checklist to identify the safety protocols in place. At ATC’s discretion, we may ask for additional information.*

**General Information**

- OSHA and other job-site safety posters posted
- OSHA 300 Log posted between February 1 and April 30 each year
- Adequate first-aid equipment is available and fully stocked
- Accident investigation reports completed for each workplace incident
- Willing to share accident investigation reports with ATC Healthcare

Yes	No	N/A

**Preventative Maintenance (PM) Program**

Documented PM program in place and includes the following elements:

- Smoke Detectors
- Sprinklers
- HVAC
- Generators
- Lifts
- Sharps Containers

Yes	No	N/A

**Bloodborne Pathogens (BBP)**

- Written BBP program in place
- Employees trained in BBP at hire and annually
- Required PPE provided to Employees to prevent infection
- Sharps containers readily available
- Biohazard kits available
- Written Infectious Control Program is in place and is updated annually

Yes	No	N/A

**Personal Protective Equipment (PPE)**

- Written PPE program in place
- Hazard assessment completed identifying PPE for each task
- Employees trained on what PPE is required and how to use
- Employees provided PPE at no cost to the Employee
- Employees wearing respirators, fully trained, and following OSHA standards
- Employees wearing respirators are fit-tested in accordance with OSHA standards
- Employees wearing N95 masks, fully trained, provided only clean masks, and trained per CDC/OSHA guidelines
- Respiratory Protection Plan in accordance with OSHA
  - Eye wash stations are readily available, clean, and tested on a regular basis

Yes	No	N/A

Yes No N/A

**Hazard Communications**

- Written Hazard Communications program in place
- Employees trained in chemicals in the workplace
- Safety Data Sheets available are up to date


Yes No N/A

**Emergency Plan**

- Written emergency plan in place
- Employees trained in emergency plan procedures
- Emergency exits marked and unobstructed
- Evacuation maps posted and clearly written and unobstructed
- Employees trained on how to handle an emergency - severe weather, fire, earthquake, bomb threat, power outage, etc.
- Fire drills held bi-annually
- Fire extinguishers mounted on the wall and labeled to be easily located in the event of fire
- Emergency telephone numbers conspicuously posted


Yes No N/A

**Patient Handling**

- Safe resident lifting program in place with proper lift equipment available
- Employees trained in using lift equipment
- Adequate number of lifts available per staff
- All Employees trained on proper lifting techniques for potential lifting scenarios
- Team lifts are required for moving patients


Yes No N/A

**Other**

- Established visiting hours with a formal sign-in/sign-out policy
- All Employees are required to wear badges with photos
- Abuse training program in place for all Employees
- Training records maintained on every Employee and training they attended
- Medicine dispensing control program in place
- Established restricted areas to limit Employee exposure to radiation
- Spill kits are available, and Employees are trained on where they are kept and how to use them


ATC Initials

COUNTY Initials

86067:00004:201164111-2



# St. Joseph County Sheriff's Office

Sheriff Chad L. Spence  
Undersheriff David Northrop  
Chief Deputy Zachary Zuk  
Captain Troy Faulk

650 East Main Street, Centreville, Michigan 49032 • Phone 269.467.9045 • Fax 269.467.6201

## VIA CERTIFIED MAIL & EMAIL

Advanced Correctional Healthcare, Inc.  
Attn: Contract Manager  
3922 W. Baring Trace  
Peoria, IL 61615

### RE: Termination of Medical Services Agreement – St. Joseph County Jail

To whom it may concern,

This letter serves as formal written notice that the St. Joseph County Sheriff's Office is terminating its agreement with Advanced Correctional Healthcare, Inc. ("ACH") for the provision of medical services at the St. Joseph County Jail.

Pursuant to the terms of our agreement, this letter provides the required 30 days' written notice of termination. The termination shall be effective as of **September 30, 2025**.

We request ACH's full cooperation to ensure a smooth transition of medical services, including but not limited to:

- Providing all necessary medical records and documentation in compliance with applicable laws and regulations.
- Coordinating with jail administration and any incoming provider to prevent disruption of inmate care.
- Returning any county-owned equipment, supplies, or property in ACH's possession.

We appreciate the services provided by ACH during the course of this contract and expect all outstanding matters, including final billing and reconciliations, to be resolved promptly.

If you have any questions or require additional information regarding this transition, please contact Danielle Brandenburg, Administrative Assistant at 269-467-9045, ext. 224 or [brandenburgd@stjosephcountymi.gov](mailto:brandenburgd@stjosephcountymi.gov).

Thank you for your attention to this matter.

Respectfully,

David Northrop  
Undersheriff  
St. Joseph County Sheriff's Office



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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125 Main St.  
P.O. Box 277  
Centreville, MI 49032-0277

## BOARD AGENDA REQUEST FORM

**PROPOSED FOR BOARD MEETING OF:** 9/16/2025

**DEPARTMENT:** Central Dispatch

**PREPARED BY:** Administration

**SUBJECT:** Consumers Energy Easement - Communications Tower

**SPECIFIC ACTION REQUESTED:**

Approve easement with Consumers Energy for communications tower on county property located at 68711 Plumb School Road.

**DESCRIPTION OF ACTION/BACKGROUND (dollar amount, purpose):**

This easement is to grant Consumers Energy permission to cross a portion of the property with for electric services as part of communications tower construction. Counsel reviewed the agreement and advised no issues, providing the easement is entirely on county property, which Consumers Energy confirmed in writing.

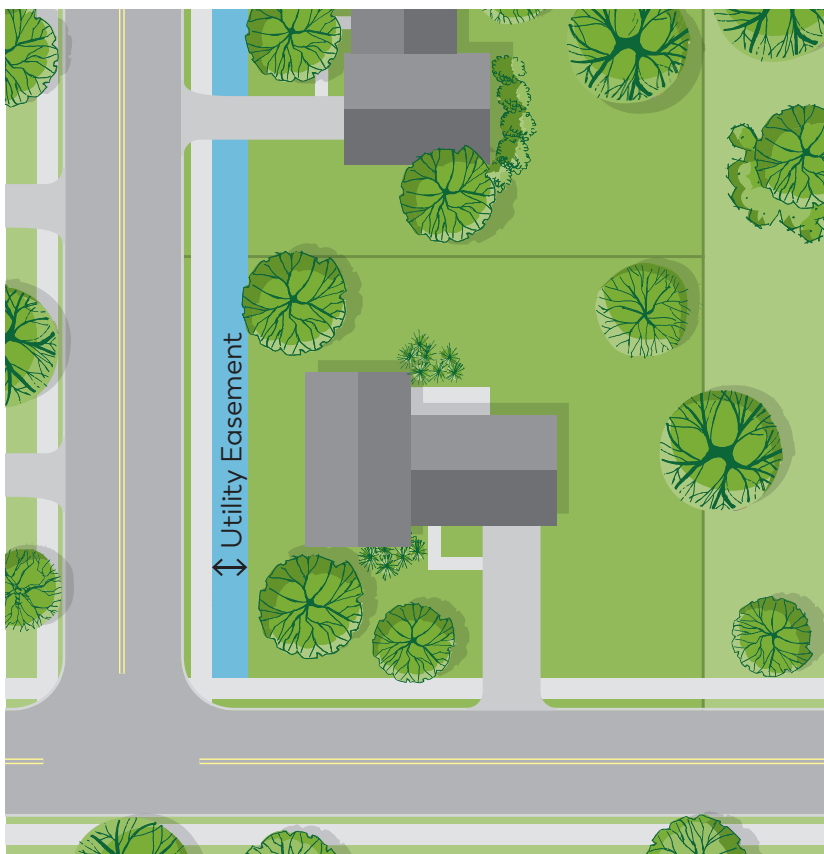
**FUNDING DETAILS (Funding Source, Budget Amount, GL #, etc.):**

There is a \$1.00 provision in the agreement.

# Understanding the Easement Process

**Consumers Energy**

Count on Us®



## Frequently Asked Questions

### What is an easement?

An easement provides a legal right to use a portion of a person's property for a specific purpose.

### Who owns the property after an easement is granted?

The property owner still owns their property and retains the right to use and enjoy it, subject to the rights of the easement.

*Continued on back page.*

# Understanding the Easement Process

## Why would Consumers Energy need a utility easement?

Consumers Energy may need to request an easement from a property owner to ensure we can correctly and safely install, access, and maintain lines and equipment (e.g., pole or pipeline replacement, tree trimming).

Depending on the circumstances, to achieve this goal, an easement may be needed from the property owner requesting service and/or from nearby or adjacent property owners.

## How can you assist the easement process?

You can assist in the easement process by providing any documents or transactions that affect your property. These include:

- Copy of the last recorded deed (can be obtained from County Register of Deeds)
- Property survey (if available)
- Any additional real estate related documents (Land Contracts, Trust documents, Leases, Deed from a split, etc.)

If the route to bring service to you requires us to cross another owner's property, they will need to grant us an easement. It is your responsibility to secure the route. Any information you could provide (e.g., names and contact information) will allow us to initiate contact and could reduce the project's timeline.

If your neighbor refuses to sign an easement or can't be located, an alternative design will be needed, which could cause a delay.

## When will you receive the easement?

After the design for the service is complete and ownership verified, we will provide an easement agreement to you and any necessary neighboring property owners.

Please sign, notarize and return these documents as soon as possible to meet your service timeline.

If there are any questions regarding the easement, our Right of Way Agent (contact information will be provided with the easement) will be happy to discuss the easement with you.

## When will installation be scheduled?

If you have addressed or completed all other prerequisites (including any necessary inspections, site preparation, payment, etc.), and any necessary easement agreements have been signed and returned, your Project Coordinator will work with you to schedule your installation.

## EASEMENT FOR ELECTRIC FACILITIES

SAP# 1074252762  
Design# 11772991  
Agreement# MI00000087513

THE COUNTY OF ST. JOSEPH, a Michigan public body corporate, whose address is PO Box 277, Centreville, Michigan 49032 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Fawn River, County of St. Joseph, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the North, South edges of Owner's Land, in which event the Easement Area shall include a 30.00-foot-wide strip of land, being 15.00 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: \_\_\_\_\_

Owner: THE COUNTY OF ST. JOSEPH, a Michigan public body corporate

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Print name

Its: \_\_\_\_\_

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_,

on \_\_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
Date Name Title

The County of St. Joseph, a Michigan public body corporate, on behalf of the corporate.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
County, \_\_\_\_\_

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

**PROPERTY OWNERS MAIL  
SIGNED EASEMENT TO:**

Richard Forrest  
Consumers Energy Company  
2500 E Cork Street  
Kalamazoo MI 49001  
ROW Manager: Amber Wiswell

**Prepared By:**  
Kelsea Reichard, 8/25/25 EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE  
ONLY**

Return recorded instrument to:  
Carrie J. Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Fawn River, County of St. Joseph, State of Michigan:

All that part of the West 1/2 of the Southwest 1/4 of Section 4 and that part of the West 1/2 of the Northwest 1/4 of Section 9, Town 8 South, Range 9 West, described as follows: commencing at the Southwest corner of said Section 4 and running thence North 00°03'10" West, along the section line, 103.20 feet to the Point of Beginning of this description, thence North 00°03'10" West, along said section line, 904.49 feet, thence South 76°05'54" East 423.70 feet to an old iron found, thence North 00°03'02" West 635.66 feet to an old iron found, thence North 76°06'35" West 423.93 feet to an old iron found, thence North 00°03'10" West 216.26 feet, thence following the centerline of Highway US 12 along the following two courses: thence Southeasterly, along a 17,188.73 foot radius curve to the left an arc distance of 483.46 feet (chord equals South 76°05'14" East 483.44 feet), thence South 76°53'35" East 126.51 feet, thence South 00°07'36" West, along an old boundary as monumented, 1033.07 feet to an old iron found, thence North 73°14'51" East, along an old boundary as monumented, 514.60 feet, thence North 88°16'51" East 242.02 feet to an iron bar, thence South 00°03'46" West, along the East line of the West 1/2 of the Southwest 1/4 of said Section 4, a distance of 285.00 feet to an iron bar, thence following a random traverse line along the following four courses: South 66°31'26" West 495.16 feet, thence South 00°33'31" West 459.80 feet, thence South 14°12'56" West 505.54 feet, thence South 50°02'57" East, 432.23 feet to an iron bar near the margin of Cade Lake, thence South 25°20'09" West, along an old boundary as staked, 360.12 feet to an old stake found, thence South 89°40'57" West, along an old boundary as staked, 919.51 feet to an old stone found, thence North 00°07'04" East, along the West line of Section 9, a distance of 908.06 feet, thence South 88°04'09" East, along an old boundary as staked, 175.07 feet to an old iron found, thence North 15°46'02" East 469.14 feet to an old iron found, thence South 81°04'38" West, along an old boundary as staked, 305.64 feet to the Point of Beginning. Also all that land lying between the above random traverse lines and the water's edge of Cade Lake, as bounded by the side line of said parcel extended.

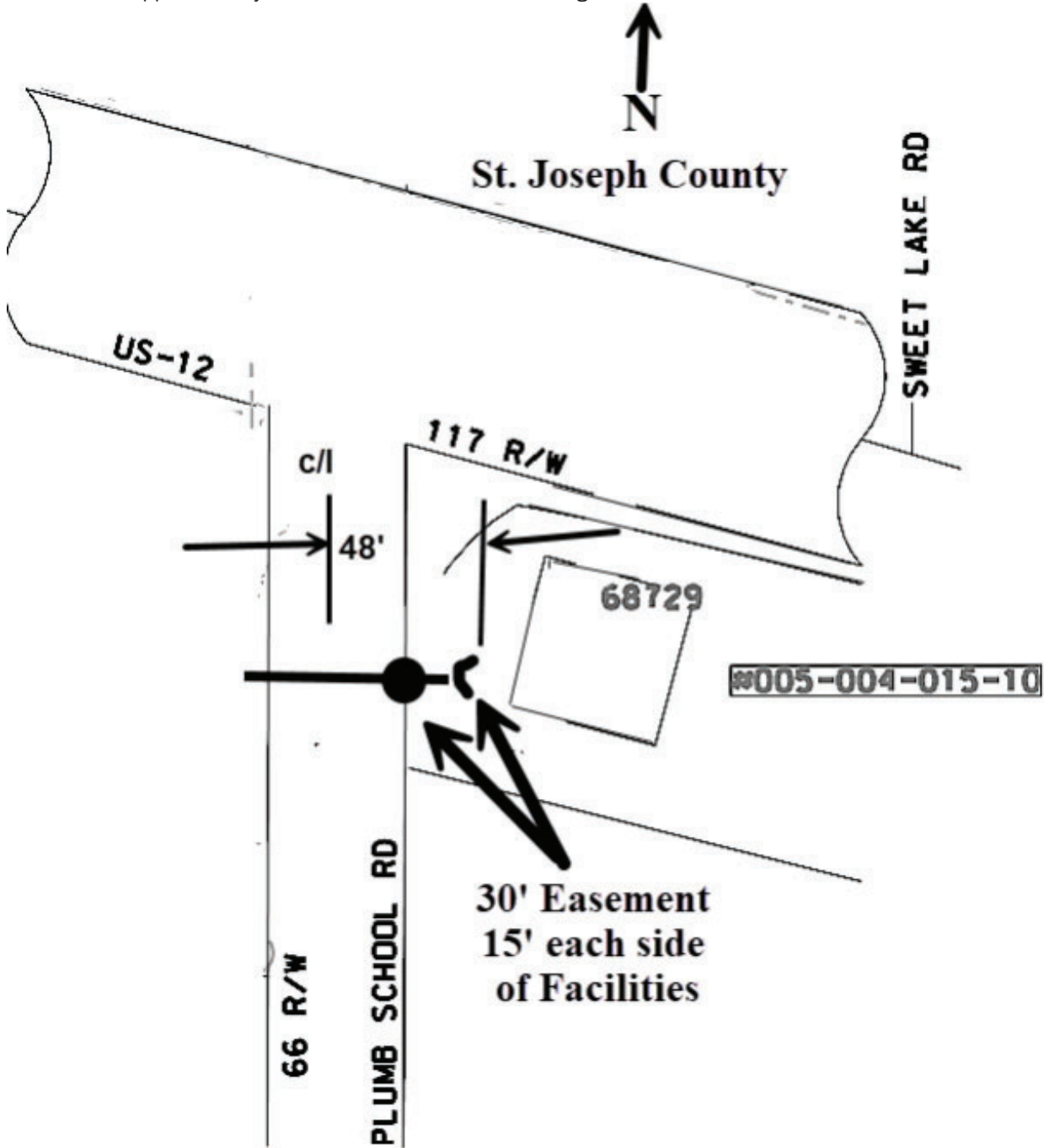
Also known as: 68711 Plumb School Road, Sturgis, Michigan 49091

Parcel ID: 005-004-015-10

EXHIBIT B

Easement Area

A 30.00-foot-wide strip of land, being 15.00 feet on each side of the facilities of the line constructed on Owner's Land, the facilities to be located approximately as shown in the attached drawing.



# INSTRUCTIONS FOR SIGNING EASEMENTS

- 1) DO NOT SIGN ON THIS SHEET, EXAMPLE ONLY!
- 2) Sign where indicated, with **Legal Names** in **BLACK INK**.
- 3) Type or Print names **IN BLACK INK** under **ALL** signatures, including notary's signature.

**"The State requires that printing be black ink on white paper for forms presented for recording."**

- 4) Notary is to sign their name and stamp, type, or print remaining necessary information. Also complete the acknowledgement using signing date in both places.
- 5) Any changes made to this document will be considered **NULL and VOID**. Any errors found on said document upon receipt, will also be considered as **NULL and VOID**. If, for any reason, changes need to be made, prior approval from the area Right-of-Way Specialist is required.
- 6) If you have a relative that is a notary, they **CAN NOT** notarize this signature!

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## EXAMPLE:

Date:           (date document is signed)          

Owner:



**(SIGNATURE)**

\_\_\_\_\_  
Type or print owners name here  
(Legal first name, Middle initial, Last name)

BOTH DATES MUST BE THE SAME!!!



**(SIGNATURE)**

\_\_\_\_\_  
Type or print owners name here  
(Legal first name, Middle initial, Last name)

### Acknowledgment

The foregoing instrument was acknowledged before me in           (name of county)           County, Michigan,  
on           (date document is signed)           by           (print owners names (as indicated above) and marital            
Date Print Owner's Name(s)  
status on these two lines)

**(SIGNATURE)**

\_\_\_\_\_  
(Type or print name here) Notary Public

\_\_\_\_\_  
County, Michigan

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

Place Stamp & Seal in this location only

\_\_\_\_\_  
Notary Stamp (place above line)