

BOARD OF COMMISSIONERS

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS AGENDA for MEETING on December 16, 2025 HISTORIC COURTHOUSE, COMMISSION ROOM

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 – December 9, 2025
 - B. Regular Board Meeting Minutes – November 18, 2025
 - C. FY 2026 Family Treatment Court Grant Agreement
 - D. Kalamazoo County Household Hazardous Waste Agreement
 - E. Planning Commission Reappointments
 - 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 Community Corrections Annual Report
 - B. 2024 Central Dispatch Annual Report
8. County Administrator's Report
9. Committee Reports and Appointments
 - A. Road Commission Appointment – Rea Brown - Presented by Commissioner Rosado

10. Unfinished Business

11. New Business

A. DTMB Integration Agreement and Resolution – Presented by Stacey Bower
Suggested motion: I move to approve the DTMB Integration Agreement and Resolution, as presented.

B. Community Health Agency Appropriation Resolution – Presented by Commissioner Yunker
Suggested motion: I move to approve the Community Health Agency Appropriation Resolution, as presented.

C. Pivotal – Mental Health and Substance Abuse Services Appropriation Resolution – Presented by Commissioner Rosado
Suggested motion: I move to approve the Pivotal – Mental Health and Substance Abuse Services Appropriation Resolution, as presented.

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

13. Adjournment

EXECUTIVE COMMITTEE
Minutes
December 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: Erin Goff – Administrator’s Office, Melissa Bliss – Clerks Office

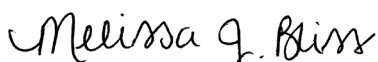
1. DTMB Integration Agreement Renewal – Stacey Bower. By consent, the item was added to the agenda.
2. Family Treatment Court Grant Agreement – Judge Kevin Kane. By consent, the item was added to the consent agenda.
3. Road Commission Appointments – Commissioner Luis Rosado. By consent, the item was added to the agenda.
4. Kalamazoo County Household Hazardous Waste Agreement – Erin Goff. By consent, the item was added to the consent agenda.
5. Planning Commissioner Re-Appointments – Erin Goff. By consent, the item was added to the consent agenda.
6. Community Health Agency Appropriation – Erin Goff. By consent, the item was added to the agenda.
7. Pivotal – Mental Health and Substance Abuse Services Appropriation – Erin Goff. By consent, the item was added to the agenda.
8. Public Comment (limit 3 minutes)
David Miars, St. Joseph County Road Commission and Board of Public Works Member, provided comment.
9. Administrator and Commissioner Comments
Erin commented on the Opioid Task Force Committee. Commissioner Shaffer, Conklin, Rosado, provided comment.

Other Business.

- Set First Meeting dates for 2026 (consent)
- Community Corrections Annual Report
- Central Dispatch Annual Report

There being no further business, the meeting adjourned at 4:41p.m.

Respectfully submitted,



Melissa J. Bliss, St. Joseph County Deputy Clerk

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

November 18, 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 November 18, 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. Clerk Everson 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 Baker and seconded by Commissioner Malone to adopt an amended agenda, adding SJC Transportation Board appointment. Motion carried.

5. CONSENT AGENDA

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

- Executive Committee Meeting Minutes for November 12, 2025
- Budget Workshop Meeting Minutes of October 28, 2025
- Regular Board Meeting Minutes of October 21, 2025
- FY 2026 Emergency Management Performance Grants Work Agreement
- October General Fund Financial Report, Non-General Fund Financial Report, General Ledger Activity Report – placed on file.

Motion carried.

6. PUBLIC HEARING

A. 2026-2027 Budget Hearing

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

Commissioner Hoffmaster closed the floor to public comment at 5:03 p.m.

7. PUBLIC COMMENT

Commissioner Hoffmaster opened the floor to public comment at 5:03 p.m.

Tony Mayer, Deborah Davis, Rebecca Shank provided comments.

Commissioner Hoffmaster closed the floor to public comment at 5:14 p.m.

8. PRESENTATIONS

A. 2024 Medical Examiner’s Office Annual Report

9. COUNTY ADMINISTRATOR'S REPORT

Administrator Teresa Cupp commented on the following; budget work, open enrollment, jail wastewater discharge system and project, courthouse renovation and relocation planning, 911 Millage Outreach, leadership meeting, employee appreciation events.

10. COMMITTEE REPORTS

It was moved by Commissioner Baker and seconded by Commissioner Rosado to appoint Cameron Bullock to the SJC Transportation Authority. Motion carried.

11. UNFINISHED BUSINESS

None reported.

12. NEW BUSINESS

A. 2025 Apportionment Report Amendment and Resolution

It was moved by Commissioner Malone and seconded by Commissioner Baker to approve the apportionment report and adopt the resolution, as presented.

ANNUAL APPORTIONMENT AMENDMENT

RESOLUTION 15-2025

WHEREAS, MCL 211.37 as amended, requires the County Board of Commissioners at their October session, to apportion the amount of property taxes to be raised by the various taxing jurisdictions; and

WHEREAS, the Board of Commissioners approved the tax spread containing the summary of requests for millages to be levied via resolution No. 12-2025 on October 21, 2025; and

WHEREAS, an amendment to the tax spread is required which reflects a voted Operating Millage increase for Constantine Public Schools from 16.7441 amended to 18.0000; and

WHEREAS, MCL 207.12, as amended, requires the Director of the County Tax Equalization Department to make and submit to the Department of Treasury, State Tax Commission, a detailed report of such actions by the County Board on a form prescribed by the Commission.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the St. Joseph County Board of Commissioners approves the attached amended summary of millage requests by the various taxing jurisdictions and further authorizes the Director of the St. Joseph County Tax Equalization Department to make, sign, and submit such forms as are required by law to the appropriate departments.

Commissioner Yunker - Yes

Commissioner Malone - Yes
Commissioner Rosado - Yes
Commissioner Baker - Yes
Commissioner Conklin - Yes
Commissioner Shaffer - Yes
Chairman Hoffmaster - Yes

By a roll call vote, motion carried. Resolution 15-2025 was adopted.

B. Year End Budget Amendments

It was moved by Commissioner Malone and seconded by Commissioner Shaffer to allow the Board to grant authorization to the Finance Director, after review by the County Administrator, to make any budget amendments necessary after the date of this board meeting to ensure that the County's budget is in compliance with State requirements, as presented. Motion carried 5-2 with Baker and Yunker dissenting.

C. Budget Adoption Resolution

It was moved by Commissioner Rosado and seconded by Commissioner Malone to approve 2026 & 2027 General Appropriations Act Resolution, as presented.

2026 & 2027 GENERAL APPROPRIATIONS ACT

RESOLUTION 16-2025

WHEREAS, Public Act 621 of 1978 otherwise known as the Uniform Budgeting and Accounting Act provides a system of unified procedures for the preparation and execution of budgets for units of local government; and

WHEREAS, the County Administrator/Controller has provided the recommended 2026 & 2027 budget, as well as supporting documentation as required by Public Act 621; and

WHEREAS, it is the intent of the Board of Commissioners to provide for the solvency of County Fiscal Operations by adopting a General Appropriations Act as required by law; and

WHEREAS, it is the intent of the Board of Commissioners to articulate policy relative to monitoring, maintenance accounting and implementation of the General Appropriations Act as required by law; and

WHEREAS, it is the intent of the Board of Commissioners to continue its allocation for substance abuse services of 50% of the convention facility/liquor tax revenue; and

WHEREAS, the 2026 & 2027 Budget are based on the intent of the Board of Commissioners to levy property tax millages as follows: County Operating 4.4863, 9-1-1 .9864, Commission on Aging .7450, Transportation .3274, County Roads .9934 and Park & Recreation .2472; and

WHEREAS, the 2026 & 2027 Budget has been apportioned to the various County departments in the categories of Total Personnel Services, Total Operating

Expenditures, and Total Capital Expenditures; and

WHEREAS, the following County Budget Policy shall apply to the management of these categories:

Total Personnel Services (Wages and Fringe Benefits): Budgeted expenditures are predetermined by the Board of Commissioners. Permission of the Board of Commissioners is required for transfers to, from, or between line items within this category.

Total Operating Expenditures: Permission of the Board of Commissioners is required for transfers to or from line items within this category if the transfer is to or from a different category. Budgeted expenditures and transfers between line items within this category are at the discretion of management in accordance with the County Purchasing Policy. Commissioners have determined a list of approved dues that will be paid for 2026. Only those dues approved shall be paid from County funds.

Total Capital Expenditures: Budgeted expenditures to the extent of the Board approved capital listing contained in the adopted 2026 & 2027 budget documents are at the discretion of management in accordance with the County Purchasing Policy. Permission of the Board of Commissioners is required to purchase items not previously approved if the request exceeds \$20,000. Non-budgeted capital requests under \$20,000 shall be presented to the County Administrator/Controller, or his designee, in accordance with the County Purchasing Policy. Transfers between line items within this category shall be presented to the County Administrator/Controller, or his designee, for consideration.

NOW THEREFORE BE IT RESOLVED, the St. Joseph County Board of Commissioners hereby adopts the General Appropriations Act including such documents as the General Fund revenues and expenditures, special revenue budgets, elected officials' salary schedule, non-contract pay ranges, part-time wage schedule, capital budget, and Planning Enabling Act Capital Improvements Program for its financial operations.

Commissioner Rosado – Yes
Commissioner Baker - No
Commissioner Shaffer – Yes
Commissioner Malone – Yes
Commissioner Yunker - No
Commissioner Conklin - Yes
Commissioner Hoffmaster - Yes

By a roll call vote, motion carried 5-2. Resolution 16-2025 was adopted.

D. Parks and Recreation Millage

It was moved by Commissioner Malone and seconded by Commissioner Shaffer to approve the Parks and Recreation Millage Resolution.

**PARKS MILLAGE
RESOLUTION 17-2025**

WHEREAS, the funding received to support the operation of St. Joseph County Parks is not adequate to maintain or expand St. Joseph County parks Facilities; and

WHEREAS, research has shown the positive impacts that parks and recreation can have on the physical, mental, and social health of individuals and their communities. Public parks provide a place for physical activity that helps to control obesity, boost the immune system, diminish the risk of disease and increase life expectancy not diminishing the social bonds that are improved when families recreate together; and

WHEREAS, St. Joseph County Parks are a public amenity involving little or no cost at which every county resident can enjoy the benefit of living in Michigan’s Great Southwest; and

WHEREAS, under Public Act 90 the St. Joseph County Board of Commissioners may raise the funds for the improvement, maintenance or acquisition of public parks through an ad valorem property tax levy on property; and

WHEREAS, a millage of 0.2472 mills for a period of four years would provide funding for the improvements, maintenance, and acquisition of St. Joseph County public parks.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the St. Joseph County Board of Commissioners approves the St. Joseph County Parks Millage to be assessed upon all property within the County of St. Joseph, in the amount of 0.2472 mills (\$0.2472 per \$1,000 of taxable value) for a period of four (4) years (2026-2029). It is estimated that the revenue generated by this levy will be \$693,938 in the first year of the levy.

- Commissioner Malone – Yes
- Commissioner Rosado - Yes
- Commissioner Shaffer – Yes
- Commissioner Yunker – No
- Commissioner Conklin - Yes
- Commissioner Baker - No

By a roll call vote, Motion carried. Resolution 17-2025 adopted.

E. Sheriff’s Office Phone/Tablet

It was moved by Commissioner Baker and seconded by Commissioner Malone to approve the agreement with ViaPath for communication services at the jail, as presented.

F. Freedom of Information Act (FOIA) Request Denial Appeal

It was moved by Commissioner Baker and seconded by Commissioner Malone to deny the appeal, as presented. Motion carried.

G. Animal Control Pre-Adoption Spay/Neuter Grant

It was moved by Commissioner Malone and seconded by Commissioner Rosado to approve the animal control grant for \$10,000, as presented.

13. COMMISSIONER COMMENTS

Commissioner Yunker, Shaffer, Malone, Baker, and Chairman Hoffmaster provided comments.

14. ADJOURNMENT

It was moved by Commissioner Shaffer and seconded by Commissioner Malone to adjourn the meeting at 5:47 p.m. Motion carried.

Melissa J. Bliss

Melissa J. Bliss,
Deputy County Clerk/Election Coordinator



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: 12/9/2025

DEPARTMENT: Circuit Court Family Division/Juvenile Division

PREPARED BY: Judge Kevin Kane

SUBJECT: Family Treatment Court Grant Presentation & Approval

SPECIFIC ACTION REQUESTED:

Judge Kane will be presenting the fiscal year 2026 Family Treatment Court grant from SCAO/the state for approval by the Board.

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

Family Treatment Court grant for fiscal year 2026 in the amount of \$60,000

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

Family Treatment Court grant for fiscal year 2026

See attached award letter.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

October 14, 2025

Honorable Robert Pattison, Chief Judge
45th Circuit Court

Re: FY26 Michigan Drug Court Grant Program Award Notification
45th Circuit Court — Family Treatment Court

Dear Chief Judge Pattison:

I am pleased to inform you that your application for funding through the Michigan Drug Court Grant Program has been approved. On behalf of the State Court Administrative Office, your court is awarded a grant in the amount of \$60,000 to support your Problem-Solving Court program. This award is for the grant period between October 1, 2025, and September 30, 2026.

Your court's FY26 contract will be e-mailed from DocuSign to your project director, Melissa Bliss. Please review the contract carefully and have it signed by December 15, 2025. The budget, based on your court's actual award, must be submitted in WebGrants by November 3, 2025. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

If you have questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,

A handwritten signature in black ink that reads "Thomas P. Boyd".

Thomas P. Boyd
State Court Administrator

cc: Honorable Paul Stutesman, Program Judge
Samantha Overholt, Court Administrator
Melissa Bliss, Project Director

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2026 Agreement**

Grantee Name: 45th Circuit Court — Family Treatment Court
Federal ID Number: 38-6006524
Contract Number: 40898
Grant Amount: \$60,000

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

- 1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.
- 1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

- 1.03 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.04 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Agreement and includes any increases or reductions under Section 17.

- 1.05 The term “Grantee” as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting. “Grantee” includes the term Applicant, as it is used and referenced in this Agreement.
- 1.06 The term “Grantee’s agents” as used in this Agreement includes the Grantee’s agents, subcontractors, vendors, and subrecipients.
- 1.07 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.08 The term “Parties” includes the SCAO, Grantee, and all of their employees.
- 1.09 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services prior to this Agreement.
- 1.10 The terms “Program Expenses” and “Expenses” mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.
- 1.11 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.12 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.
- 1.13 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.
- 1.14 The term “WebGrants” refers to the web-based grant management system used by SCAO.
- 1.15 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 45th Circuit Court — Family Treatment Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

- 3.01 The SCAO will reimburse the Grantee up to \$60,000 for the Grantee's expenses under this Agreement.
- 3.02 The grant funding is from the Michigan Drug Court Grant Program

4. PERIOD OF AGREEMENT

This Agreement covers Services rendered during the grant period beginning on October 1, 2025, and ending on September 30, 2026, at 11:59 p.m. ("Agreement Period"), unless the parties agree to an amendment in writing in accordance with Section 26.

5. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. SCAO Grant Assurances (in WebGrants),
- C. Allowable/disallowable expense list (in WebGrants),
- D. Conditions on Expenses (in WebGrants), and
- E. Approved grant budget (in WebGrants).

6. RELATIONSHIP AND DUTIES

- 6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.
- 6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.
- 6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.
- 6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.
- 6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.
- 6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item

can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

- 7.03 Unless the SCAO gives prior approval otherwise, the Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list; reasonable, allocable, and necessary (as determined solely by the SCAO); included in the approved budget; and sufficiently substantiated with appropriate documentation (as determined solely by the SCAO).
- 7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.
- 7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.
- 7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.
- 7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.
- 7.08 All Expense reimbursement is subject to the SCAO's approval.
- 7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

- 8.01 The Grantee will not spend grant funds on a program that has a religious component.
- 8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

- 10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.
- 10.02 Upon the SCAO's request, the Grantee must provide the SCAO with copies of any procurement subcontracts for activities under this grant.
- 10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.
- 10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

- 11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.
- 11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:
 - A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
 - D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.
- 11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.
- 11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the

Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

- 12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.
- 12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.
- 12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.
- 12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.
- 12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.
- 12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.
- 12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.
- 12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

- 14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.
- 14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.

- 14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

- 15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.
- 15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.
- 15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.
- 15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.
- 15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.
- 15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

- 16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.
- 16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 16.03 When any required report in Attachment 1 is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the SCAO may, in its sole discretion, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

- 17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.
- 17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must make its best efforts to use the full amount of funds awarded.
- 17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded. The SCAO will determine any due dates for reallocation increase requests and may notify the Grantee regarding those dates.
- 17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:
- A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
 - B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
 - C. SCAO will determine whether the Grant Amount should remain as initially awarded or be reduced, and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.

D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

18.01 In addition to the provisions set forth in Section 17, the SCAO may, in its sole discretion and without further liability or penalty to the SCAO, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part under any of the following circumstances:

- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
- B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
- D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.
- E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- G. Under the circumstances in Section 16.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

- 26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.
- 26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

- A. The Grantee's contact person is:

Melissa Bliss
45th Circuit Court
125 W. Main St
Centreville, MI 49032
blissm@stjosephcountymi.org

- B. The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

- A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

- 29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.
- 29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 40898

30. SIGNATURE OF PARTIES

- 30.01 This Agreement is not effective unless signed by both Parties.
- 30.02 The signatures on this Agreement are electronic through the DocuSign system.
- 30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

Contract is ready for Grantee's Authorizing Official's signature.
- 30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

45th Circuit Court
Family Treatment Court

State Court Administrative Office

Authorizing Official's Signature

SCAO Official's Signature

Authorizing Official's Name

SCAO Official's Name

Authorizing Official's Title

SCAO Official's Title

Date Signed by Authorizing Official

Date Signed by SCAO Official

**ATTACHMENT 1
FY 2026 REPORTING REQUIREMENTS
October 1, 2025, through September 30, 2026**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
November 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2025.
February 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2025.
May 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2026.
August 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2026.

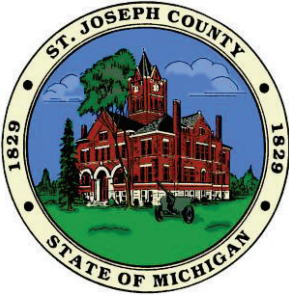
DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2026*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2026	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2026	Courts will be reporting on expenditures from October 1, 2025, through December 31, 2025.
April 10, 2026	Courts will be reporting on expenditures from January 1, 2026, through March 31, 2026.
July 10, 2026	Courts will be reporting expenditures from April 1, 2026, through June 30, 2026.
October 10, 2026	Courts will be reporting expenditures from July 1, 2026, through September 30, 2026.

PROGRESS REPORT	
DUE DATE	NOTE
April 30, 2026*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: December 16, 2025

DEPARTMENT: Administration

PREPARED BY: Administration

SUBJECT: HHW Agreement with Kalamazoo County

SPECIFIC ACTION REQUESTED:

Approval of the Addendum to the Agreement with Kalamazoo County for St. Joseph County residents to use the Household Hazardous Waste facility.

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

This Addendum is for an existing agreement to extend into 2026, not to exceed \$5,000. Current year (through Q3) has been \$1,262.21.

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

Funding for this agreement is included within the approved GF budget.

**AMENDMENT #2 TO THE AGREEMENT
BETWEEN THE COUNTY OF KALAMAZOO
BY AND THROUGH ITS HEALTH AND COMMUNITY SERVICES DEPARTMENT
AND IT'S ENVIRONMENTAL HEALTH DIVISION/HOUSEHOLD HAZARDOUS WASTE PROGRAM
201 W. KALAMAZOO AVE., KALAMAZOO, MI 49007**

AND

**ST. JOSEPH COUNTY
125 WEST MAIN STREET, CENTREVILLE, MI 49032**

The County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, by and through its Health and Community Services Department's Environmental Health Division/Household Hazardous Waste Program, (hereinafter referred to as the "County"), and St. Joseph County, 125 West Main Street, Centreville, Michigan 49032 (hereinafter referred to as the "Municipality") having previously entered into an Agreement dated February 15, 2024, for the purpose of providing household hazardous waste disposal services; said Agreement being for the period January 1, 2024 through December 31, 2024; do now hereby approve and agree to amend the existing Agreement as follows:

a. Section C. FINANCIAL REQUIREMENTS.

1. Under the terms of this Agreement, the MUNICIPALITY will provide funding to a maximum amount of \$ \$5,000 (C.1.) to the County for services at the HHW Center.
2. Costs charged to the MUNICIPALITY for residents to use of the HHW Center will be based upon the actual number of household equivalents from the MUNICIPALITY served during the billing period and will be charged a participation fee of \$39.00 per household equivalent plus disposal costs associated with the disposal of household hazardous wastes from the MUNICIPALITY'S residents.
3. The County will submit a monthly invoice. The MUNICIPALITY shall pay the invoice amount to the County within thirty (30) days of the invoice date.
4. The County will provide an itemized quarterly report to each participating MUNICIPALITY in the Household Hazardous Waste program. The quarterly report will be provided within forty-five (45) days of the end of the quarter.

b. Section M. PERIOD OF AGREEMENT.

The term of this Agreement shall be from January 1, 2026 through December 31, 2026, unless terminated earlier as provided.

c. Section P. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or agency.

FOR THE MUNICIPALITY

Printed or Typed Name Title

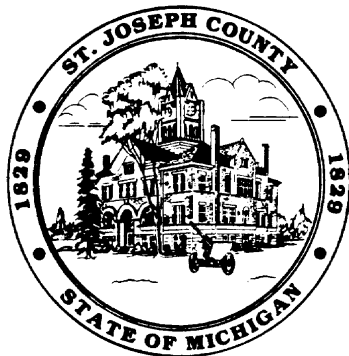
Signature Date

FOR THE COUNTY OF KALAMAZOO

Printed or Typed Name Title

Signature Date

Approved for use as a template **KALAMAZOO
COUNTY CORPORATION COUNSEL**
By: Lewis L. Smith, Corporation Counsel
Date: October 7, 2025



PLANNING COMMISSION

Telephone: (269) 467-5617

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

DATE: December 4, 2025
TO: Board of Commissioners
FROM: Pat Kulikowski, Secretary
RE: Re-appointments to County Planning Commission

The term of office for several members of the County Planning Commission will expire in January. Please consider the reappointment of the following members for another 3-year term to expire January 1, 2029.

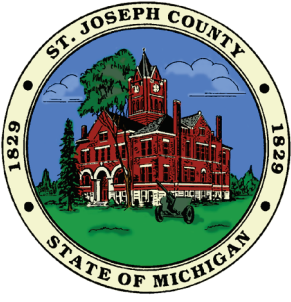
Mark Ripplinger
69229 Vistula Rd., White Pigeon, MI 49099

Warren Atkins
1746 A Winterberry Circle, Sturgis, MI 49091

Richard Anderson
21517 Springer Rd., Vicksburg, MI 49097

As reported earlier, Doug Pagels does not wish to be reappointed after serving 25 years. Doug will be greatly missed.

Thank you for your consideration.



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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

Board Agenda Request Form Appointment to County Board / Committee

Proposed Board Meeting Date: 12/16/25

Board / Committee: Road Commission

Prepared by: Erin Goff

Appointment Type: Appointment Full

Name: Rea Brown

Address: On File

No. of Years of Term: 6

Expiration Date: 12/31/31

Specific Action Requested:

Appointment of Rea Brown to the St. Joseph County Road Commission, effective 1/1/2026.

Other Pertinent Information:

Ms. Brown was selected for recommendation following an interview process during which six total candidates participated.



COUNTY ADMINISTRATOR

Telephone: (269) 467-5617

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

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: December 16, 2025

DEPARTMENT: Central Dispatch

PREPARED BY: Stacey Bower

SUBJECT: Michigan Public Safety Communications System Integration Agreement with St Joseph County +

SPECIFIC ACTION REQUESTED:

Sign Agreement and Create/Sign Resolution of approval of agreement

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

This agreement updates and replaces the May 18, 2020 Integration Agreement between the State of Michigan, the Department of Technology, Management and Budget – Michigan Public Safety Communications System (DTMB MPSCS) and St. Joseph County. The revised agreement +

FUNDING SOURCE IF REQUIRED (Federal, State, or Local):

N/A

PERSONNEL IF REQUIRED:

(indicate if elimination or creation and list FTE; job title; grade; full-time salary range; account number)

N/A

NEW OR RENEWAL:

Renewal

PROCUREMENT INFORMATION:

(indicate if the contract was bid out, if not, state reason(s) why; indicate last time contract was bid out; indicate if awarded bidder was the lowest bidder, if not, indicate why)

N/A

CONTACT PERSON WITH PHONE NUMBER:

Stacey Bower 269-467-8606

RECOMMENDATION - Completed by Administrative Team

ST. JOSEPH COUNTY, MICHIGAN
MICHIGAN PUBLIC SAFETY
COMMUNICATIONS SYSTEM INTEGRATION AGREEMENT
RESOLUTION 18-2025

At a regular meeting of the Board of Commissioners of the County of St. Joseph, Michigan, held at the County Building in Centreville, Michigan on the ____th day of December 2025 at 5 o'clock p.m. local time.

It was moved by Commissioner _____ and seconded by Commissioner _____ that the following resolution be adopted.

WHEREAS, the Michigan Public Safety Communications System (MPSCS) is a robust, statewide, digital trunked 800/700 MHz radio system that provides critical interoperable communications capabilities for public safety and first responders; and

WHEREAS, integration into the MPSCS enhances emergency communication and coordination across jurisdictions, improving response times, situational awareness, and overall public safety; and

WHEREAS, participation in the MPSCS will enable St. Joseph County's public safety agencies—including law enforcement, fire departments, EMS, and emergency management—to communicate seamlessly with state, regional, and local agencies during day-to-day operations and large-scale emergencies; and

WHEREAS, the integration agreement outlines the roles, responsibilities, and technical requirements for connecting county communications infrastructure with the statewide system, ensuring secure and reliable interoperability; and

WHEREAS, the Board of Commissioners recognizes the importance of investing in modern communications infrastructure to safeguard residents, visitors, and first responders throughout the county;

NOW, THEREFORE, BE IT HEREBY RESOLVED, the St. Joseph County Board of Commissioners approves the Michigan Public Safety Communications System Integration Agreement with St. Joseph County; and

BE IT FURTHER RESOLVED, that Jared Hoffmaster, Chairman of the St. Joseph County Board of Commissioners, is authorized to sign the agreements.

Approved and adopted ____ day of _____, 2025.

Jared Hoffmaster,
Board of Commissioners Chairman

Gina Everson,
St. Joseph County Clerk/Register

**MICHIGAN’S PUBLIC SAFETY COMMUNICATIONS SYSTEM
AMENDED AND RESTATED INTEGRATION AGREEMENT
WITH
ST. JOSEPH COUNTY**

This Michigan’s Public Safety Communications System Amended and Restated Integration Agreement (Agreement), amends and replaces the May 18, 2020 Integration Agreement between the State of Michigan (State), by its Department of Technology, Management, and Budget, Office of the Michigan’s Public Safety Communications System (DTMB-MPSCS), and St. Joseph (Member) and is comprised of a Pre-Integration Section (“Part I”) for console and full integration, and if applicable, a Final Integration Section (“Part II”) for full integration preventative maintenance responsibilities. DTMB-MPSCS and Member together are referred to as the “Parties”.

**PART I
PRE-INTEGRATION AGREEMENT**

WHEREAS, DTMB-MPSCS manages and operates the Michigan’s Public Safety Communications System (MPSCS), a statewide public safety communications system;

WHEREAS, the Member is implementing a communications system by acquiring new equipment for existing communications facilities which will be integrated into the MPSCS for interoperability;

WHEREAS, the Member has independently evaluated mobile and portable radio communication coverage options and believes that it can enhance its mobile and portable radio coverage and/or capacity by integrating into the MPSCS;

WHEREAS, DTMB-MPSCS desires to obtain enhanced MPSCS radio coverage and/or capacity, for portable and mobile communications, within the Member’s coverage areas;

WHEREAS, the Parties agree that Part I is an independent agreement until, and if applicable, Part II will be entered into for a full integration, at which time the Parties agree that the terms and conditions of both Part I and II will be integrated into one controlling agreement as of Part II’s effective date.

THEREFORE, the Parties agree to commence the technical process prerequisites to integrate into the MPSCS (collectively “the Network”), including if applicable, co-location of Member’s Communications Equipment on MPSCS facilities in accordance with a MPSCS Co-location License Agreement between the Parties, for interoperable and enhanced communications coverage as follows:

1. **DEFINITIONS FOR PURPOSES OF PART I OF THIS AGREEMENT.**

A. 9-1-1 Dispatch Center—means a public safety radio communication center operated by the Member for emergency public safety dispatch purposes and integrated into the MPSCS for dispatching purposes.

B. Agreement—means this Integration Agreement, comprised of Parts I and if applicable Part II, including exhibits, attachments, renewals, or amendments.

C. Agreement Part I—means Part I of this Agreement, including its exhibits, attachments, renewals, or amendments.

D. Agreement Part II—if applicable, means Part II of this Agreement, including its exhibits, attachments, renewals, or amendments.

E. Best Efforts—means the contractual obligation of the Parties to meet all the terms and conditions of this Agreement using every reasonable means available.

F. Communications Equipment— means the equipment located at the MPSCS or Member's Sites, comprised of towers; electronics equipment; ancillary equipment; equipment shelters; consoles and dispatch operations; and supporting facilities.

G. Catastrophic Event—means a sudden failure of the Communications Equipment due to natural, manufacturer's defect, or other man-made force or event.

H. Dispatch Console System— means the physical Site that comprises a dispatch operating position, including but not limited to, computers that run dispatch software and interfaces that allow operators to access the network, control local auxiliary functions, a voice processor module, site controller, network switching and access equipment recorder all operated by the Member and integrated into the MPSCS.

I. DDP—means the Detailed Design Plan approved by DTMB-MPSCS and incorporated by reference into this Agreement.

J. DTMB-MPSCS—means the Michigan Department of Technology, Management, and Budget, Office of the Michigan's Public Safety Communications System, which is the State of Michigan Department that manages and operates the MPSCS.

K. Equipment Shelter—means the physical structure that houses the equipment that supports the operation of the Communications Equipment.

L. Exhibit—means the attachments to Part I of this Agreement, which are incorporated into this Agreement and specify additional obligations as follows:

1. **Exhibit 1.A**—means Detailed Design Plan (DDP) Required Information.

2. **Exhibit 1.B**—means Integrated Equipment Approval for Use Requirements.
3. **Exhibit 1.C**—means Integration Project Closeout Requirements.
4. **Exhibit 1.D**—means the Notice to Proceed emailed to Member and its Service Provider documenting DTMB-MPSCS's approval with the submitted DDP proposed system design.
5. **Exhibit 1.E**—means Member's MPSCS Member Subscriber means Agreement(s) incorporated by reference. If applicable, each of Member's user agencies will sign a MPSCS Member Subscriber Agreement. Exhibit 1.E may be amended from time to time to update the applicable MSA's under the Agreement.
6. **Exhibit 1.F**— means DTMB-MPSCS's Additional Terms and Payment Schedule for monitoring the connection of the Dispatch Consoles. (Applicable to Console only integrations, see Part II for full integration preventative maintenance, repair and monitoring responsibilities and additional terms.)

M. FCC Licenses—means the radio broadcast licenses issued by the FCC to the State or the Member, as Licensees, and used for the MPSCS and/or the Member's Sites.

N. Insurable Event—means events not excluded from insurance coverage under any insurance maintained by the Member.

O. Interoperability—means an essential communication link within public safety and public service communications systems that permits units from two or more different entities to interact with one another, and to exchange information according to a prescribed method to achieve predictable results.

P. Member—means a public safety agency or a governmental entity (federal, state, local or tribal), together with its officers, agents and employees, paid or volunteer; or a non-public safety and/or non-governmental entity providing direct support to public safety responses or a critical infrastructure provider authorized to hold membership with MPSCS. For purposes of this Agreement, the Member is identified in the Preamble.

Q. Monitoring—means MPSCS actively monitoring the operational readiness of the Member's Sites integrated into the Network on a 24/7 basis via the NCC.

R. Motorola—means Motorola Solutions, Inc. the company that designed and constructed the MPSCS pursuant to its December 8, 1994 contract with the State.

- S. MPSCS**—means the Michigan’s Public Safety Communications System, a statewide public safety communications system.
- T. MPSCS Member Subscriber Agreement**—means the agreement between DTMB-MPSCS and the Member, granting it MPSCS member status. The MPSCS Member Subscriber Agreement specifies the MPSCS services provided to MPSCS members and the terms and conditions under which services are provided.
- U. MPSCS Standards**—means the standards for design, construction, and performance, as specified in the contract between the State and Motorola; the MPSCS Emergency Management Plan; and the MPSCS Preventative Maintenance Schedule and the MPSCS Book of Technical Standards.
- V. Multicast Site**—means a Multicast public safety communications system infrastructure, comprised of a tower, electronic equipment, ancillary equipment, equipment shelter, and supporting facility.
- W. Simulcast**—means a Simulcast public safety communications system infrastructure, comprised of towers, electronics equipment, ancillary equipment, equipment shelters and supporting facilities.
- X. Network**—means the MPSCS and the Member’s Sites when working together to support the integrated radio operations requirements of the Parties.
- Y. NCC**—means the MPSCS Network Communication Center, that controls and monitors the MPSCS.
- Z. Radio(s)**—means control stations, consolettes, mobile, or portable radios, or any other radio frequency transmitter interface, to include 9-1-1 dispatch consoles all of which has a unique identification number programmed and operating on the System.
- AA. Radio Trouble Report**—means a form used to communicate radio or system problems or issues to the MPSCS.
- BB. Seamless Roaming**—means the ability of MPSCS members' Radios to roam through the integrated Systems.
- CC. Service Provider**—means the contractor(s) retained by the Member to construct and/or maintain all or a portion of its Communications Equipment.
- DD. Site(s)**—means either MPSCS’ or Member’s radio communications system and dispatch console system which will be integrated into the MPSCS for interoperability.
- EE. State**—means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

FF. Systems—means the MPSCS and the Member's Sites, each individually owned and operated by the State and the Member, respectively, and that together support the Parties' integrated radio operations.

GG. Systems' Grade of Service—means level of busies.

HH. Talkgroup—means a group of radio users that can share calls and messages as a group; a talkgroup comprises a group of users who have a need to communicate with each other.

II. Talkgroup Prioritization Policy—means the MPSCS policy implemented to assure that at all times there is an appropriate prioritization of use on the Systems so that public safety users are given priority over general government users at times when either or both Systems experience an unacceptable level of busies.

JJ. Testing—means all Acceptance Test Plans (ATPs) listed in this agreement, or the Detailed Design Review documentation.

KK. Tower(s)—means the communication towers owned by either the MPSCS or Member; or the space on communication towers leased or licensed by the Member.

2. **CONSIDERATION.**

In consideration of the mutual covenants and benefits of Interoperability and Seamless Roaming for MPSCS members, the Parties agree to integrate the Members' Sites into the MPSCS, as an MPSCS enhancement, as provided in this Agreement.

3. **TERM.**

Term. Upon execution of this Amended and Restated Integration Agreement Part I, the Parties agree that the Term of this Agreement is for ten (10) years and will automatically renew for successive ten (10) year periods unless either party provides the other party with written notice of termination as provided for in this Agreement.

4. **RELATIONSHIP OF THE PARTIES.**

This Agreement is not intended to, and will not constitute, create, or give rise to a joint venture, partnership or formal business association, organization or relationship of any kind between the Parties. No employee, agent, or servant of either party will be deemed to be an employee, agent or servant of the other. Nothing in this Agreement will be construed to express or imply that either party assumes any of the other party's obligations as owner of its Communication Equipment, or in any manner waives governmental immunity.

5. **MEMBERS' SITES CONSTRUCTION AND MAINTENANCE SPECIFICATIONS.**

In addition to the attached Exhibits, the following documents are incorporated by reference into Part I of this Agreement.

A. The MPSCS Standards. Construction and maintenance of the Member's Sites will comply with the most current MPSCS Book of Technical Standards. The Member agrees to obtain a formal exception (if needed) from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system to Members' Sites.

6. **COMMUNICATIONS EQUIPMENT REQUIREMENTS.**

A. MPSCS Standards. The Member represents that the construction of its Sites will meet or exceed MPSCS standards in the MPSCS Book of Technical Standards, and in all respects the Member's Communications Equipment will be compatible and configured in a similar manner with MPSCS' Communications Equipment. The Member agrees to obtain a formal exception from DTMB-MPSCS before installation or implementation of any design, configuration, equipment, or system of its Communications Equipment.

B. Portable Radio Coverage. DTMB-MPSCS makes no representations or makes any guarantees, or other assurances, that the Systems will enhance portable radio coverage based on the Member's benchmark test results.

C. Third Party Interference. The Parties acknowledge that actual RF coverage reliability from either of the Systems may become degraded on an intermittent basis, or over time, due to third party interference beyond the reasonable control of either party. The Parties agree to use their Best Efforts, working cooperatively, to document, address and eliminate third party interference through the use of applicable FCC dispute resolution processes.

D. Integration.

1. **Network Use Limitation.** The Parties acknowledge that the Radio Sites and MPSCS are for general government communication, including but not limited to, public safety communication purposes consistent with FCC licensing requirements. Use of the Network by Member for anything other than Land Mobile Radio (LMR) voice and data traffic must be approved by DTMB-MPSCS.
2. **Integration Cost.** Each party shall pay its own costs for integration and separation.
3. **Multicast Site and/or Simulcast modifications and/or additions Costs.** Member will have the option to provide for Multicast Site and/or Simulcast modifications and/or additions at the Members

cost. Non-public safety/non-governmental members integrated on the System pursuant to an FCC Waiver, such as utility companies, that are impacted by a public safety/governmental member's Multicast Site and/or Simulcast modifications and/or additions will be responsible for their portion of costs required to accommodate its use and provided that non-public safety radio spectrum is available in the area implementing the modification and/or addition. DTMB-MPSCS shall provide Member with 12 months advanced notification of any planned modification and/or addition whenever possible. Such notification shall include at a minimum: i.) Summary of project initiative with explanation of required changes; ii.) The number of channels identified as the non-public safety/non-governmental member's portion; and iii.) The data and calculations used to identify the non-public safety/non-governmental member's impact. This would include the identification of the aggregate of public safety loading calculation and the Member's loading calculation.

Member will work with applicable third-party Service Provider to obtain a cost estimate and upon MPSCS approval of the pre-sale DDP, execute the required contract documents for the project deliverables and facilitate payment of Member's portion of costs.

As soon as available, DTMB-MPSCS will provide Member with a proposed timeline of desired project start, key milestones and anticipated go-live.

Upon request, DTMB-MPSCS will use its best efforts to provide Member with any reasonably available additional supporting documentation or information as may be needed for Member to justify a rate case to secure funding.

In the event funding cannot be committed within 12 months after notification, then Member's support, services, or radio coverage cannot be guaranteed in the impacted area.

The costs related to any modification and/or addition initiated by anyone other than Member shall not exceed \$1,000,000.00 (one million dollars) during any calendar year. However, if such costs exceed \$1,000,000.00 in any calendar year and Member is unable to fund the additional costs, then the planned modification and/or additions for public safety purposes would continue forward and Member will be at risk of impacted communications in the area.

Any equipment already provided by Member at the affected Multicast Sites and/or Simulcast will be reused to the extent possible.

4. System Grade of Service. The Parties acknowledge that the communications on the MPSCS can be degraded by the addition of

users or talkgroup traffic that exceeds the Systems' capabilities and cause an unacceptable increase to the Grade of Service. Each party agrees to evaluate the Member's increased radio traffic in addition to the Member's prospective users' impact to the MPSCS to avoid overloading. In the event there is potential for overloading due to Member's increased radio traffic or Member's prospective users', the Parties will use their Best Efforts to determine the required solution. If in order to resolve overloading, additional infrastructure and components (upgrades) are required to be added to the MPSCS, the Parties agree that the Member will provide for the upgrades at the Members sole cost.

5. Dispute Resolution. In the event that there is a dispute regarding any proposed modification and/or upgrade, or the portion of cost allocated to Member, the Parties shall work in good faith to resolve. If the Parties are unable to resolve the dispute, then the Parties will mutually agree on a resolution following the appropriate escalation process of both Parties.

7. **THE MEMBER'S RESPONSIBILITIES.**

A. Required Integration Project Deliverables. The Member will provide all system integration proposals and DDP's to DTMB-MPSCS as received through system integration engineering process.

DTMB-MPSCS will promptly acknowledge receipt of the detailed design/proposal and will use its best efforts to review each within ten (10) business days. If proposed design or specific equipment does not meet MPSCS system standards or has the potential to negatively impact MPSCS system or users, DTMB-MPSCS will work with Member and system integrator Service Provider to resolve issues. DTMB-MPSCS will provide Member a Notice to Proceed (see Exhibit 1.D. example), when it approves the DDP proposed system design. The Member will not integrate equipment that does not meet MPSCS standards or minimum requirements. The Member may choose to have the Service Provider submit deliverables to DTMB-MPSCS provided the Member has reviewed and consented to that which is being submitted.

1. Pre-Integration Review

The Member is responsible for obtaining and delivery of the final completed Pre-sale DDP proposals from system integrator and Service Providers providing equipment and services for integration. The pre-sale documents will include all parts and equipment related to the system integration project. The Member will resubmit any proposals that are revised. The Member agrees to provide or facilitate additional details for clarification of the proposals if requested by DTMB-MPSCS. DTMB-MPSCS and Member will

mutually and reasonably agree with all system design criteria. Any delays or costs incurred due to procurement of equipment or service for integration that has not been approved by the MPSCS are at the sole responsibility of the requesting member. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the Pre-sale DDP system design and for the Member's Service Provider to proceed with installation.

2. Detailed Design Review

The Member is responsible for delivery of a Post-sale DDP that provides details of the project implementation plan, design, connections, equipment, and configuration. The Member agrees to provide or facilitate additional details for clarification of the DDP if requested by DTMB-MPSCS. Information that a DDP should contain is described in Exhibit 1.A. A Notice to Proceed for this deliverable indicates DTMB-MPSCS's approval of the final system design and for the Member's Service Provider to proceed with installation of the final design.

3. System Staging Testing and Acceptance

The Member is responsible for delivery of completed system staging acceptance testing documentation if applicable.

4. Go-Live Documentation and Acceptance

The Member is responsible for delivery of all documentation listed in Exhibit 1.B., so that the integrated Systems and equipment can be properly maintained and supported as required for a live public safety communications system.

5. Final System As-Built Documentation

The Member is responsible for delivery of all documentation listed in Exhibit 1.C. prior to project close-out and/or final contractual payment to its Service Provider for the project.

6. Project Changes

The Member agrees that the contract with its Service Provider will prohibit the Service Provider from proceeding with any work or design that has not been agreed to by DTMB-MPSCS. If changes are required for previously approved system designs or project plans, the Member will submit the proposed changes for DTMB-MPSCS review and acceptance and issuance of a Notice to Proceed.

B. Federal and State Licensing Requirements.

1. The Member will obtain all appropriate approvals, registrations, permits, or primary licenses for operation of the Communications Equipment and frequency licenses, from the requisite agencies, including but not limited to, the Federal Aviation Administration (FAA), the Federal Communications Commission (FCC), and the Regional Frequency Coordination Committee.
2. Both parties recognize the frequencies may change due to FCC mandates or optimization of MPSCS or Member.
3. The state-wide frequencies allocated by the MPSCS for use on any Member Tower(s) that are licensed to the State prior to this Agreement, will remain licensed in the name of the State of Michigan. All FCC licenses obtained for this Agreement will be licensed in the name of the State of Michigan for the duration of this integration.
4. The Member will comply with all applicable pre-construction federal regulatory environmental requirements necessary to obtain approvals, permits or licenses as required pursuant to applicable FCC Regulations, including but not limited to, any National Environmental Policy Act (NEPA) requirements. Member is solely responsible for the resolution and correction of any regulatory omission or violation.

C. Decision to Rebuild. In the event of a Catastrophic Event, Member may, at its sole discretion, build, relocate, change or abandon all or part of its Sites at its sole cost. Member must issue a written notice to DTMB-MPSCS within thirty (30) days of a Catastrophic Event, summarizing the impact on the Member's Sites. Within ninety (90) days of the Catastrophic Event, Member must notify DTMB-MPSCS of its decision to either rebuild or abandon all or part of the Member's Sites.

D. Suitability, Insurance, and Indemnification.

1. DTMB-MPSCS makes no representations as to the suitability of the integrated Systems for the Member's use or that DTMB-MPSCS maintains any insurance to insure Member, its employees, agents, contractors, subcontractors, or service providers against any claims, demands, actions, suits, or causes of action, and judgments, settlements, or recoveries, for bodily injury or property damage arising out of the condition of the Systems or any other equipment or facilities operated by DTMB-MPSCS or anything contained in this Agreement. DTMB-MPSCS is not obligated under this Agreement to obtain any insurance for Member's benefit. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurances) carried by the State.

2. Member must purchase and maintain insurance during the term of this Agreement to protect against claims which may arise out of, or result from its operations, under this Agreement as follows:

i. Member must carry Commercial General Liability coverage. This coverage must include bodily injury, personal injury, property damage, and contractual liability subject to limits of not less than \$1,000,000 each occurrence and when applicable, \$1,000,000 annual aggregate. This coverage must include the State of Michigan, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents as additional insured, only as respects liability directly arising from this Agreement.

ii. Member must have insurance for benefits payable under Michigan's Workers' Disability Compensation Law, including coverage for bodily injury, occupational sickness or disease, or death of Member's employees.

iii. Member must carry Commercial Motor Vehicle insurance, including hired and none owned coverage or its equivalent subject to limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

iv. If Member fails to pay any premium for required insurance, or if any insurer cancels or significantly reduces any required insurance without the DTMB-MPSCS's written consent, at DTMB-MPSCS's election (but without any obligation to do so) after DTMB-MPSCS has given Member at least thirty (30) days prior written notice, DTMB-MPSCS may pay such premium or procure similar insurance coverage from another company or companies and Member must pay the entire cost upon DTMB-MPSCS's demand.

v. Member's compliance with the insurance requirements will not relieve Member of its obligations under its indemnification or other obligations under this Agreement.

vi. Member must provide insurance from an insurance company or municipal self-insurance organization authorized to do business in the State of Michigan.

vii. Insurance Certificates.

a. Members must provide DTMB-MPSCS within thirty (30) days following the effective date of this Agreement (Part I) and before any work commences and every year after while this Agreement is in effect, certificate(s) of insurance verifying liability coverage and listing the State of Michigan, its departments, divisions, agencies, offices,

commissions, officers, employees and agents as additional insured.

b. The insurance certificate(s) must provide that the policies of insurance will not be modified, cancelled, or allowed to expire without first giving thirty (30) days prior written notice to DTMB-MPSCS.

3. Waiver of Subrogation.

Member releases the State from any claim for recovery for any loss or damage which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

4. Indemnification.

i. Member must indemnify the State, its departments, divisions, agencies, offices, boards, commissions, officers, employees and agents, and hold it harmless from any and all claims for, arising from any breach or default in the performance of this Agreement. Member must also indemnify the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents and hold it harmless from any and all claims, damages, and liabilities arising from any accident or injury arising from Member integrating into the MPSCS and the acts of Member's employees. Member's indemnification obligation includes all reasonable costs, reasonable counsel fees, reasonable expenses, and reasonable liabilities incurred by State in connection with any claim, action, or proceedings brought under this Agreement. Indemnity does not apply to claims, damages, or liabilities arising from the State's, its departments, divisions, agencies, offices, commissions, officers, employees and agents' sole negligence relating to this Agreement and is not to be construed as a waiver of governmental immunity.

ii. Member agrees that every contract entered into for the performance of this Agreement will contain an identical provision to Section 7.C.4 above, requiring the Member's contractors to indemnify the Member and the State, its departments, divisions, agencies, offices, commissions, officers, employees and agents. Member must provide DTMB-MPSCS with a copy of the contract evidencing this requirement prior to the contractor(s) commencing work.

iii. Member's and its contractor(s) indemnification obligations survive the termination of this Agreement.

E. Radio Interference. Member will not do anything in its operation of the Member's Sites that would cause any unreasonable interference with the

MPSCS, Network or Communications Equipment. Member will give DTMB-MPSCS thirty (30) day prior written notice of its desire to install or locate Member's Communications Equipment and will provide DTMB-MPSCS with an interference study(s) that shows that the additional Member's Communications Equipment will not cause interference with the existing MPSCS' Communications Equipment. In the event the existing Communications Equipment experiences interference as a result of the additional Member's Communications Equipment, Member will use Best Efforts to correct the problem within ninety (90) days.

F. Relocation of Communications Equipment. Member will not relocate the Communications Equipment unless such relocation will be conducive to the overall effective operation of the Network and approved by DTMB-MPSCS.

G. Approved Software and Programming. Only software approved for the MPSCS may be installed on the Communications Equipment, Network equipment or other interconnected devices. A written request will be submitted to DTMB-MPSCS and approved by DTMB-MPSCS prior to any requested changes in Communications Equipment programming, hardware, software, or other functions of the System. No Talkgroups may be added or deleted from the Communications Equipment without the prior written approval of DTMB-MPSCS.

H. Interconnecting the Communications Equipment to other networks or equipment. The Communications Equipment will not be wired or wirelessly interconnected to any external equipment, networks, or other facilities without DTMB-MPSCS's prior written approval.

I. Security.

1. MPSCS Towers:

DTMB-MPSCS will permit unescorted Member access to the MPSCS tower site for installation, repair, maintenance, or removal of the Member's Communications Equipment provided Member and its authorized contractors fully comply with the current MPSCS Co-location Tower Site Access Policy. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. Member will limit its activity to the normal use and maintenance of the Communications Equipment and immediately associated Network equipment. Other than the foregoing, Member does not have permission to access any other parts of the Network. The passwords provided for the operation of the Communications Equipment will remain secured within Member's organization. If passwords or accounts are breached as a result of Member's employees or representatives, Member will be responsible for any costs associated with the remediation of the security breach.

2. Member Towers:

Member will facilitate DTMB-MPSCS access to the Member's Sites for installation, repair, maintenance, or removal of the Member's Communications Equipment. The Member's Communications Equipment will be installed in a secure location limiting access to only personnel approved by Member. DTMB-MPSCS will limit its activity to the normal use and maintenance of the Communications Equipment and immediately associated Network equipment. The Member does not have permission to access any other parts of the MPSCS network, databases, or other systems integrated into the MPSCS. The passwords provided for the operation of the Communications Equipment will remain secured within the Member's organization. If passwords or accounts are breached as a result of the Member's employees or representatives, the Member will be responsible for any costs associated with the remediation of the security breach.

Member will be responsible for its compliance with the most current federal Criminal Justice Information Services (CJIS) Security Policy, and any future versions, including but not limited to: maintaining user, training, and access lists.

Member will keep an updated CJIS compliant list of all Member related staff and contractors that will access the MPSCS Network or physical locations, to include names, Live Scan Fingerprint Transaction Control Number (TCN), purpose of access and locations of access. Member will provide the updated list to DTMB-MPSCS on an annual basis, and when any deletions, additions or changes in status occur. Member will designate one Point of Contact (hereby referred to as POC) for the MPSCS to work through and notify the MPSCS ten (10) business days prior to that POC changing. All communications will be sent to DTMB-MPSCS, MPSCS-Security-Access@michigan.gov or as otherwise required by DTMB-MPSCS, in writing.

J. Members' Communications Equipment Maintenance. Member is responsible for its Communications Equipment repairs needed while under warranty, except for the Backhaul which will be maintained by DTMB-MPSCS. After the Equipment warranty expires, Member may choose to retain DTMB-MPSCS to manage, maintain and repair the Member's Sites Communications Equipment according to the terms provided in Part II of this Agreement, if applicable. Additionally, Member is responsible for the maintenance of the Member's dispatch consoles, recording equipment and connectivity into the MPSCS Tower. If DTMB-MPSCS Technicians are required to assist troubleshooting the Network connection at the applicable Member's Site(s), the Member will be charged the standard MPSCS Time &

Materials rate for labor. The Member will also reimburse DTMB-MPSCS for reasonable fees associated with responding to connectivity outages.

K. End of Warranty Preventative Maintenance. Member or its Service Provider will provide a yearly Preventative Maintenance (PM) on all ASR Multicast and/or Simulcast sites if the system is under warranty for more than one year. Additionally, a PM will be performed on all sites at the end of the warranty period prior to the MPSCS taking over the maintenance (“End of Warranty PM”). This End of Warranty PM will also be conducted by the Member or its Service Provider responsible for servicing the system during the warranty period, along with a Radio Technician and a Tower technician, if needed, from the MPSCS who will sign off on the results of the PM. The PM will be performed to the specifications and standards defined by the MPSCS, using existing documents that the MPSCS currently utilizes during all site PM’s Statewide. The End of Warranty PM will include the radio communications equipment, the backup generator, transfer panel and HVAC units.

Additionally, any equipment spares located at sites will be tested at the site by placing them into service as part of the End of Warranty PM to verify that the spares are in a working condition.

L. Radio Users. Member is responsible for maintenance of the Member’s radios and Member will use its best efforts to maintain its user’s equipment to MPSCS and the radios’ manufacturer specifications. Member will encourage its users to submit written MPSCS system Radio Trouble Reports to the person or persons coordinating radio communications for Member on forms provided by DTMB-MPSCS. Member will investigate and, to the extent feasible, provide solutions in response to its user’s Radio Trouble Reports. Member will periodically report to DTMB-MPSCS on the status and disposition of its users’ Radio Trouble Reports. In the event, Member determines that the Radio Trouble Report is related to the MPSCS and not a Member user’s radio; it will immediately forward the Radio Trouble Report to the NCC for remedial action or resolution.

M. NCC. Member will use the NCC as its single point of contact regarding the operation of the Member’s Sites and its Communications Equipment. NCC’s monitoring service costs will be billed in the year following the service, prorated from the beneficial use start date. Time and material costs associated to Member Towers for break fix, trouble shooting, and/or maintenance will be billed in the year following the service. In the event that Member decides at the end of the term to be mutually agreed upon by the Parties in the Agreement Part II, to retain another service provider for the maintenance and repair of the Member’s Sites, it will adopt an Emergency Management Plan and Preventative Maintenance Schedule similar to plan and standards in the MPSCS Standards prior to the start date of the new service provider.

N. Patches and updates.

- i. NCC will periodically push patches and updates to equipment directly connected to the MPSCS. It is the Members responsibility for re-booting equipment on a weekly basis to implement latest updates and patches. Some equipment, such as Logging Recorders, have a specific re-boot process. See MPSCS Operating Systems and Software Patch Requirements Policy 4.1.14 for specific re-booting information.
- ii. If applicable, it is the Members responsibility to patch, update and reboot any equipment remotely connected to the MPSCS through a Member's controlled network, whether Member owned or Member supported equipment/devices. Equipment remotely connected to the MPSCS must meet MPSCS Standards. DTMB-MPSCS reserves the right to validate all equipment connected to the MPSCS through outside channels. See MPSCS Policy 4.1.14.

O. Emergency Alert Monitoring.

- i. Members who want to implement the Emergency Mode option must comply with the MPSCS Emergency Alert and Emergency Call Policy 1.1.3.
- ii. To utilize the Emergency Mode, the requesting member agency must have the ability to monitor the incoming Emergency Alert or an agreement with another agency that has this ability.
- iii. The monitoring responsibility must be prearranged prior to implementing this option. This assures a proper emergency response as well as facilitates acknowledgment and management of the alarm condition. The MPSCS Network Communications Center (NCC) observes all Emergency Alerts on their diagnostic terminals but is not liable to respond to such emergencies.
- iv. Alerts must be deactivated by the responsible agency once the emergency situation is over.

P. Tower Leasing/Licensing. Member retains the right to license or lease its Tower(s) to third-parties. However, DTMB-MPSCS will only maintain Member Electronic Equipment on any Tower(s) with third-party co-locations and will not maintain the physical steel nor any third-party equipment. Upon Member entering into the first license or lease of a Member owned tower to a third-party, DTMB-MPSCS's maintenance and repair obligations for the Tower(s) and shelter will at DTMB-MPSCS's option terminate upon the Member entering into the first license or lease of a Member owned tower to a third party. The Member will give DTMB-MPSCS thirty (30) day's prior written notice that it has entered into a license or lease, and that it assumes

responsibility for the maintenance and repair, or has retained a qualified Service Provider for the maintenance and repair of the licensed or leased Tower. Additionally, the Member will submit to DTMB-MPSCS for approval a proposed Emergency Management Plan and Preventative Maintenance schedule that is consistent with the MPSCS Standards before the Service Provider's start date.

8. **DTMB-MPSCS'S RESPONSIBILITIES.**

A. Communications Equipment Maintenance Notifications. DTMB-MPSCS will notify the Member, through the Member's associated dispatch center, of any Communications Equipment scheduled or emergency service requirement. (The Member will only be notified if scheduled maintenance is system impacting.)

B. MPSCS Management and Operations. DTMB-MPSCS will manage, monitor, and keep the MPSCS in good working condition. DTMB-MPSCS will provide preventative maintenance in accordance with the MPSCS Preventative Maintenance Schedule and respond to Systems' outages pursuant to the MPSCS Emergency Plan.

C. Upgrade and Enhancements Costs to the MPSCS Platform. An MPSCS upgrade that negatively affects the Network that supports the integrated radio operations requirements of the Parties will be totally at the expense of the State conditional on the allocation of funds from the State Legislature. Network enhancements may be covered by the State on the allocation of funds from the State Legislature, or at the Member's expense if it agrees to purchase the enhancement and pay for associated costs.

D. Decision to Rebuild. In the event of a Catastrophic Event, DTMB-MPSCS will have the sole option and responsibility, to build or abandon all or part of the MPSCS at its sole cost, subject to the allocation of funds from the State Legislature authorizing the expenditure. DTMB-MPSCS will provide a written notice to the Member within thirty (30) days of such event, summarizing the impact to the MPSCS and Member's Sites. Within ninety (90) days of a Catastrophic Event DTMB-MPSCS will notify the Member of its decision to either rebuild or abandon all or part of MPSCS. In the event DTMB-MPSCS elects not to rebuild, the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS

E. Site Interruptions. DTMB-MPSCS will use its Best Efforts to manage the System so as to not disrupt the Member's law enforcement and emergency services operations. In the event that non-emergency repairs, upgrades, modifications, or enhancements to the Communications Equipment require temporary shutdown of MPSCS and/or the Sites' Communications Equipment,

DTMB-MPSCS will provide the Member with twenty-four (24) hours advance notice via the NCC.

F. Regulatory Requirements. DTMB-MPSCS may obtain and maintain all appropriate RF licenses for operation of the Communications Equipment.

9. NONDISCRIMINATION.

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, The Parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Parties further agree that every subcontract entered into for the performance of the Agreement will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this Section will constitute a material breach of the Agreement.

10. UNFAIR LABOR PRACTICES.

DTMB-MPSCS may void this Agreement, if the Member or any of its contractors, subcontractors, manufactures, or suppliers appear in the register compiled pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

11. TERMINATION.

A. Notice. Either party may terminate this Agreement for any reason by giving the other party thirty (30) months written notice of its intent to terminate this Agreement.

B. Best Efforts. In the event of termination each party will have the obligation to use its Best Efforts to reasonably assist the other party to separate the Systems into independent systems during the thirty (30) month notice period, but will have no obligation to pay any costs, fees, compensation or damages of any kind to the other party resulting from the termination. Notwithstanding this right of termination, DTMB-MPSCS agrees that it will not terminate integrated operations of the Communications Equipment until the Member obtains, installs, and successfully tests the operation of any additional equipment so that the Member can operate an independent radio system and the Parties will cooperate to request the FCC to assign to the Member FCC Licenses with sufficient 800 MHz channels to permit the continued operation of the Member's Sites at a comparable Grade of Service as the Member enjoyed prior to integration of the Member's Sites into the MPSCS.

C. FCC Frequencies. In the event that the Parties elect to separate into two independent systems, any existing Statewide or locally allocated frequencies will revert to the original allocation or licensee.

D. Terminated Obligations. Upon termination of this Agreement by either party, any obligations of the other party for maintenance and/or repair services or upgrades will be terminated at such time that the Parties' systems become operationally independent of each other, or at the end of the thirty (30) months termination period, whichever occurs first.

12. NOTICES.

All written notices required under this Agreement will be delivered by U.S. certified mail, return receipt requested. All notices will be sent to the Parties as follows:

To: Member

St. Joseph County 911
620 East Main Street
Centerville, MI 49032
Attn: 911 Director

To: DTMB-MPSCS

MPSCS
2nd Floor, Wing A
7150 Harris Drive
Dimondale, MI 48821
Attn: Director MPSCS

13. FORCE MAJEURE.

The time of performing any duty or obligation of the State or the Member must be extended for the period during which performance was delayed or impeded by reason of riots, insurrections, war, fire, casualty, earthquake, acts of nature, governmental action or other reasons of a like nature not the fault or, in the case of governmental action, not reasonably within the control of the party required to perform such duty or obligation.

14. GOVERNING LAW.

This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan.

15. AMENDMENTS.

This Agreement may not be amended except by a written agreement of the Parties.

16. NO WAIVER OF DEFAULT.

The failure of a party to insist upon strict adherence to any term of this Agreement will not be considered a waiver, or deprive the party of the right to later insist on the strict adherence to that term of the Agreement.

17. ENTIRE AGREEMENT AND ORDER OF PRIORITY.

This Amended and Restated Integration Agreement Part I (including if applicable, the Integration Agreement Part II), MPSCS Member Subscriber Agreement and MPSCS Co-location License Agreement (together the "Agreements"), represent the entire agreement between the Parties and supersede all proposals, prior agreements (oral or written), and all other communications between the Parties relating to matters covered in the Agreements. The Agreements will be read to be consistent with one another.

18. AGREEMENT PART I EFFECTIVE DATE.

This Agreement Part I's effective date is the date it is signed by the DTMB-MPSCS Director.

19. HEADINGS.

Section headings in this Agreement are for convenience and will not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

20. SEVERANCE.

If any provision of this Agreement, or its application to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of the Agreement will not be affected and will remain valid and enforceable.

21. AGREEMENT NEGOTIATION.

This Agreement has been negotiated by both Parties and should not be construed against either party as "drafter".

22. VALIDITY.

In the event any provision of the Agreement is found to be invalid or unenforceable, such finding must not affect the validity and enforceability of the remaining provisions of this Agreement.

23. COUNTERPARTS.

This Agreement may be signed in counterparts, each of which has the force of an original, and all of which constitute one document.

The duly authorized representatives of the Parties approved and executed this Amended and Restated Agreement Part I on the date below each signature.

SIGNATURE PAGES FOLLOW

MEMBER:
St. Joseph County

By: _____

Its: _____

Date: _____

A copy of the Member's resolution authorizing this Agreement, and the person(s) authorized to execute the agreement, is attached.

**COUNTY BOARD OF COMMISSIONERS
ST. JOSEPH COUNTY
STATE OF MICHIGAN**

RESOLUTION 21-2018

At a regular meeting of the Board of Commissioners of the County of St Joseph, Michigan, held at the County Building in Centreville, Michigan on the 18th day of December 2018 at 5 o'clock p.m. local time.

It was moved by Commissioner Dobberteen and supported by Commissioner Balog that the following resolution be adopted.

BE IT HEREBY RESOLVED, the St Joseph County Board of Commissioners approves the Michigan Public Safety Communications System Integration Agreement with St Joseph County; and

BE IT FURTHER RESOLVED that Dennis Allen, Chairman of the St Joseph County Board of Commissioners, is authorized to sign the aforementioned Agreements.

RESOLUTION ADOPTED.

STATE OF MICHIGAN)
) SS
COUNTY OF ST. JOSEPH)

I, LINDSAY OSWALD, Clerk of the St. Joseph County Board of Commissioners and Clerk of the County of St. Joseph, do hereby certify that the above Resolution was duly adopted by said Board on December 18, 2018.

IN TESTIMONY WHEREOF, I have here unto set my hand and affixed the seal of said County and Circuit Court at Centreville, Michigan, this 19th day of December 2018.

Lindsay Oswald
Lindsay Oswald
County Clerk

*Sample
from
2018*

ST. JOSEPH COUNTY, MICHIGAN
COMMUNITY HEALTH AGENCY APPROPRIATION
RESOLUTION 19-2025

WHEREAS, St. Joseph County is a member of the Branch-Hillsdale-St. Joseph Community Health Agency (CHA); and

WHEREAS, St. Joseph County is committed to supporting programs that provide access to appropriate health care services for low-income residents of St. Joseph County; and

WHEREAS, St. Joseph County has budgeted \$322,977 in 2026 to finance a portion of the Community Health Agency; and

WHEREAS, in 2015 St. Joseph County and the Community Health Agency entered into a building lease agreement for 1110 Hill Street, Three Rivers, for an annual rent of \$1.00 per year payable by January 15th; and

WHEREAS, it would be appropriate to reduce the appropriation by \$1.00 to represent the yearly rent payment.

NOW, THEREFORE BE IT RESOLVED, that the St. Joseph County Treasurer is respectfully directed to make quarterly transfers at the direction of the CHA. The CHA will determine the amounts and the timing for each quarterly transfer.

Approved and adopted _____ day of _____, 2025.

Jared Hoffmaster,
Board of Commissioners Chairman

Gina Everson,
St. Joseph County Clerk/Register

ST. JOSEPH COUNTY, MICHIGAN
PIVOTAL – MENTAL HEALTH AND SUBSTANCE ABUSE
SERVICES APPROPRIATION
RESOLUTION 20-2025

WHEREAS, St. Joseph County appropriates monies for Pivotal for Mental Health and Substance Abuse Services; and

WHEREAS, St. Joseph County has budgeted \$257,268 for Pivotal for 2026.

NOW, THEREFORE BE IT RESOLVED, that the County Treasurer of St. Joseph County be respectfully directed to make quarterly transfers of \$64,317 in 2026 to Pivotal during the first half of the month for the months of January, April, July and October 2026.

Approved and adopted _____ day of _____, 2025.

Jared Hoffmaster,
Board of Commissioners Chairman

Gina Everson,
St. Joseph County Clerk/Register