

BOARD OF COMMISSIONERS

**ST. JOSEPH COUNTY BOARD OF COMMISSIONERS
AGENDA for MEETING on March 17, 2026 at 6:00pm
ST. JOSEPH COUNTY TRAINING CENTER
602 E. MAIN ST, CENTREVILLE, MI 49032**

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 – March 10, 2026
 - B. Regular Board Meeting Minutes – February 17, 2026
 - C. Emergency Management Performance Grants (EMPG) FY 2025 Agreement
 - D. Transportation Authority Board Appointment – Melissa Allison
 - E. Parks and Recreation Board Reappointments – Steve Houts, Jeff Knautz
 - F. HelpNet Employee Assistance Program Services Renewal Agreement
 - G. Acknowledgement of Receipt – Check Register

Suggested motion: I move to approve the consent agenda items.

6. Public Comment (4-minute limit per person)
7. Presentations
 - A. Sheriff's Office Awards Ceremony – Sheriff Chad Spence
 - B. Friend of the Court 2025 Annual Report – Friend of the Court Mary Herendeen
8. County Administrator's Report
9. Committee Reports and Appointments
10. Unfinished Business

11. New Business

- A. Jail Screening Project Contract – Presented by Daniel Byam
Suggested motion: I move to approve the contract and documents from Ottenweller Contracting, as presented.

- B. Jones Petrie Rafinski Services Agreement – Presented by Seth Wampler
Suggested motion: I move to approve the proposal from JPR for additional services that include construction administration and part-time construction inspection, as presented.

- C. Recruitment & Hiring Incentive Program – Presented by Undersheriff David Northrop

- D. Administrative Payment Processing Request – Presented by Prosecutor Deborah Davis

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

13. Adjournment

EXECUTIVE COMMITTEE MINUTES

March 10, 2026, at 4:00 p.m.

ROAD COMMISSION BOARD ROOM

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

Commissioners Absent: Commissioner Conklin

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

1. Road Commission Update and Introduction – Garrett Myland. No action was taken.
2. Jail Screening Project Contract and Document Review – Daniel Byam. By consent, the item was added to the agenda.
3. JPR Services Agreement – Jail Screening Project – Daniel Byam. By consent, the part time proposal was added to the agenda.
4. Emergency Management Performance Grants (EMPG) FY 2025 Agreement – Erin Goff. By consent, the item was added to the consent agenda.
5. SJC Transportation Authority Appointment Recommendation – Erin Goff. – By consent, the item was added to the consent agenda.
6. Parks and Recreation Board Reappointment Recommendation – Erin Goff. By consent, the item was added to the consent agenda.
7. HelpNet EAP Services Renewal Agreement – Teresa Cupp. – By consent, the item was added to the consent agenda.
8. Public Comments
Pam Riley, Commission on Aging Director, Stacey Bower, 911 Director, Deborah Davis, County Prosecutor, Honorable Kevin Kane, Erin Goff – SJC Administration, Tony Mayer provided comments.
9. Administrator Comments
Teresa Cupp, County Administrator thanked county staff for their service during the recent storm activity.
Three Rivers Campus Custodial Services – By consent, the item was added to the agenda.
By consent, the Board of Commissioner meeting will look at continuing to meet at the Road Commission building.
10. Commissioner Comments
Commissioner Yunker, Rosado, Shaffer, Malone, Hoffmaster provided comments.

There being no further business, the meeting adjourned at 5:07p.m.

Respectfully submitted,
Melissa J. Bliss, St. Joseph County Deputy Clerk

ST. JOSEPH COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

February 17, 2026

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 February 17, 2026, at 6:00 p.m.

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

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

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

Absent: Terry Conklin

4. ADOPTION OF AGENDA

It was moved by Commissioner Rosado and seconded by Commissioner Yunker to add a closed session to the agenda, as item #11D. Pursuant to Sections 8(1)(h) of the Open Meetings Act the Board of Commissioners will enter closed session to consider Corporation Counsel's written legal opinions regarding repayment of unauthorized purchases – written legal opinions are exempt from public disclosure under state and federal law. Motion carried.

5. CONSENT AGENDA

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

A. Executive Committee Meeting Minutes for February 10, 2026

B. Regular Board Meeting Minutes of January 20, 2026

C. Child Care Fund Budget Amendment

ESTABLISH THE BUDGETS TO TRANSFER DOLLARS FROM GENERAL FUND DUE TO AN INCREASE IN HOME CARE COSTS IN THE CHILDCARE FUND.

101-212-675.010 \$11,400 Budgeted us of Fund Balance

101-965-995-292 \$11,400 Transfer to F292 Child Care Fund

292-663-699-101 \$11,400 Transfer in from General Fund

292-662-844.130 \$11,400 Counseling

D. Community Corrections Advisory Board Reappointments/Appointments

- E. Local Emergency Planning Committee Appointment**
- F. Parks and Recreation Board Reappointment**
- G. Planning Commission Appointment**
- H. Board of Public Works Reappointment/Appointment**
- I. Transportation Authority Reappointments**
- J. Acknowledgement of Receipt-Check Register**

Motion carried.

6. PUBLIC COMMENT

Commissioner Hoffmaster opened the floor to public comment at 6:05 p.m.

Tony Mayer, Luke Lori, Mary McClain, Ben Myers, Robin Burpee, Rebecca Shank, provided comments.

Commissioner Hoffmaster closed the floor to public comment at 6:25 p.m.

7. PRESENTATIONS

8. COUNTY ADMINISTRATOR'S REPORT

Teresa Cupp spoke about the website redesign initiative, partnering with Van Buren County to utilize their communications department, and upcoming training and development opportunities for employees.

9. COMMITTEE REPORTS AND APPOINTMENTS

Commissioner Malone spoke on the Parks Board regarding a grant the board had received, Commissioner Rosado spoke on the Road Commission regarding funds received to repair River Rd. and the recent occurrences with Mottville Dam.

Commissioner Shaffer spoke regarding the Health Department regarding the grant received for motor vehicle safety awareness. Commissioner Hoffmaster spoke regarding the Transportation Authority regarding the upcoming millage renewal.

10. UNFINISHED BUSINESS

None reported.

11. NEW BUSINESS

A. Jail Screening Project Bid Recommendation – Daniel Byam

It was moved by Commissioner Malone and seconded by Commissioner Shaffer to approve the Engineer's Recommendation to accept the bid from Ottenweller Construction and issue a Notice of Award, as presented.

Commissioner Baker and Shaffer provided comments.

Commissioner Baker - Yes

Commissioner Malone - Yes

Commissioner Shaffer - Yes

Commissioner Rosado - Yes

Commissioner Yunker - Yes

Commissioner Hoffmaster – Yes

Motion carried 6-0, by a roll call vote.

B. Resolution to Join the Michigan Liquid Asset Fund Plus – Commissioner Yunker

It was moved by Commissioner Baker and seconded by Commissioner Malone to approve the resolution to join the Michigan Liquid Asset Fund Plus and waive the second reading.

Commissioner Yunker – Yes

Commissioner Rosado – Yes

Commissioner Baker – Yes

Commissioner Shaffer – Yes

Commissioner Malone - Yes

Commissioner Hoffmaster – Yes

Motion carried 6-0, by a roll call vote.

C. Kalamazoo County Household Hazardous Waste Center Request for Support-Erin Goff

It was moved by Commissioner Rosado and seconded by Commissioner Baker to approve the Letter of Support for the Kalamazoo County Household Hazardous Waste Center, as presented. Motion carried.

D. Closed Session

It was moved by Commissioner Rosado and seconded by Commissioner Baker to go into closed session pursuant to 8(1)(h) of the Open Meetings Act to consider Corporation Counsel’s written opinions regarding repayment of unauthorized purchases-written legal opinions are exempt from public disclosure under state and federal law.

The Commission adjourned into a closed session at 6:46 p.m.

The Commission reconvened into an open session at 7:11 p.m.

12. COMMISSIONER COMMENTS

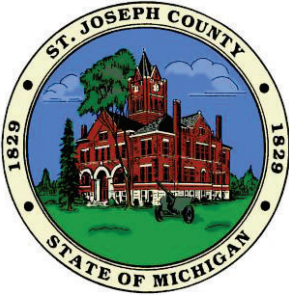
Commissioner Malone, Yunker, Shaffer, Baker, Rosado, and Hoffmaster provided comments.

ADJOURNMENT

It was moved by Commissioner Shaffer and seconded by Commissioner Malone to adjourn the meeting at 7:20 p.m. Motion carried.



Ashley Garl,
Chief Deputy Register



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: March 17th, 2026
DEPARTMENT: Sheriff's Office - Emergency Management
PREPARED BY: Josh Shook
SUBJECT: State of Michigan FY 2025 EMPG Grant Agreement Packet

SPECIFIC ACTION REQUESTED:

Request discussion for approval at the Mar. 10 Executive Meeting, approval on the Mar. 17 Meeting

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

State of Michigan EMPG for salary reimbursement. As each county is required to have an assigned Emergency Management Coordinator, these funds help to support that service to the co.

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

State of Michigan

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 (Annual FY) - For Salary Reimbursement Period from 10/01/2024 through 09/30/2025

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:

Josh Shook 269-467-9045 ext 225

RECOMMENDATION - Completed by Administrative Team



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

February 17, 2026

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2025 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed **Subrecipient Checklist** to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2025 EMPG Grant Agreement.

Some articles included in the federal award letter have been deemed unenforceable. The document titled "Agreement Articles Applicable to Subrecipients Fiscal Year 2025 Emergency Management Performance Grants" includes all articles from the original award letter. Please see the reservation of rights letter from the State of Michigan, Department of State Police found on PDF page (pg.) 37 that outlines the articles of agreement that are no longer valid. Please also see court order case: 6:25-cv-02053-AP Document 55, found on PDF pg. 38 as supporting documentation.

This grant agreement and all required attachments must be completed, signed, and returned **no later than April 18, 2026**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Kevin Sweeney, Captain
Commander
Emergency Management and Homeland Security Division

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME County of St. Joseph	GRANT NAME Emergency Management Performance Grants	ASSISTANCE LISTING 97.042
SUBRECIPIENT IRS/VENDOR NUMBER 38-6006524	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) EMC-2025-EP-05001	FEDERAL AWARD DATE 9/26/2025
SUBRECIPIENT UEI FTL6KMCGAML9	SUBAWARD PERFORMANCE PERIOD BUDGET PERIOD	FROM 10/1/2024 TO 9/30/2025 10/1/2024 9/30/2025
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$8,946
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$8,946
	Total Amount of Federal Award Committed	\$8,946

FEDERAL AWARD PROJECT DESCRIPTION
2025 Emergency Management Performance Grants (EMPG)

DETAILS
The 2025 EMPG allocation is 8.498% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.

FEDERAL AWARING AGENCY Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor Washington, DC 20472-3645	PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909
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State of Michigan Fiscal Year 2025 Emergency Management Performance Grant Grant Agreement

October 1, 2024 to September 30, 2025

Assistance Listing: 97.042 Grant Number: EMC-2025-EP-05001

This Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF ST. JOSEPH
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2025 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2025 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2025 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2025 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2025 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 & 1101.

The Subrecipient agrees to comply with all FY 2025 EMPG program requirements in accordance with the FY 2025 EMPG NOFO, and the FY 2025 FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2025 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2025 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. The FEMA Policy #108-023-1, Revision 2 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

- A. The **County of St. Joseph** is awarded **\$8,946** or **8.498%** of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2025 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager is less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for EMPG form (EMHSD-17).
- B. The FY 2025 EMPG covers eligible costs from October 1, 2024, to September 30, 2025. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager.** Up to five percent of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2025 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The FEMA administers cost sharing requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2025 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook (EMD-PUB 208) and work agreement. The FY 2025 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

The EMPG funded programs are required to complete quarterly training and exercise reports identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the DHS determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2025 EMPG NOFO; the FEMA FY 2025 Preparedness Grants Manual; the FY 2025 EMPG *Agreement Articles Applicable to Subrecipients*, included with the grant agreement package for reference; and the EMPG Guidebook.
- C. The subrecipient shall not use FY 2025 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification;
 - 2. Standard Assurances;
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
 - 4. Audit Certification (EMD-053);
 - 5. Request for Taxpayer Identification Number and Certification (W-9);
 - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Reporting Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2024 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records and refund expenditures disallowed by federal or state audits.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations that expend \$1,000,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 C.F.R., Part 200, Subpart F.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with

these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS General Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (EO) 13347.
- S. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and EO 14005.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2025 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2025 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2024, to September 30, 2025. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their rights, interests, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Protection of Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

COUNTY OF ST. JOSEPH

Subrecipient Name

FTL6KMCGAML9

Subrecipient UEI

For the Chief Elected Official

Jared Hoffmaster

Printed Name

Board of Commission - Chair

Title

Signature

Date

For the Local Emergency Manager

Joshua Shook

Printed Name

Emergency Management Coordinator

Title

Signature

Date


For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney

Printed Name

Commander, Emergency Management
and Homeland Security Division

Title



Signature

February 12, 2026

Date

Agreement Articles Applicable to Subrecipients

Fiscal Year 2025 Emergency Management Performance Grants

Unless specifically stated otherwise, all requirements that apply to grant recipients also apply to subrecipients. Subrecipients are expected to comply with the same rules, regulations, and obligations as recipients.

Article 1. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications.

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable.

Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2. General Acknowledgment and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2

C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7. Best Practices for Collection and Use of Personally Identifiable Information

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

(3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

1. All recipients, subrecipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - a. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - ii. maintaining such information; or
 - iii. exchanging such information with any other Federal, State, or local government entity;
 - b. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - c. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - d. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - e. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
2. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
3. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the DHS may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12. Copyright

Recipients and subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13. Debarment and Suspension

Recipients and subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R., Part 180 as implemented by DHS at 2 C.F.R., Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14. Drug-Free Workplace Regulations

Recipients and subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R., Part 3001, which adopts the Government-wide implementation (2 C.F.R., Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients and subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The DHS implementing regulations are codified at 6 C.F.R., Part 17. Recipients and subrecipients of a federal award from the FEMA must also comply with FEMA's implementing regulations at 44 C.F.R., Part 19.

Article 17. Energy Policy and Conservation Act

Recipients and subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18. Equal Treatment of Faith Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients and subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R., Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article 19. Anti-Discrimination

Recipients and subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) The DHS reserves the right to suspend payments in whole or in part and/or terminate financial

assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20. False Claims Act and Program Fraud Civil Remedies

Recipients and subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21. Federal Debt Status

All recipients and subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22. Federal Leadership on Reducing Text Messaging while Driving

Recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23. Fly America Act of 1974

Recipients and subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24. Hotel and Motel Fire Safety Act of 1990

Recipients and subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R., Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients and subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency to their

programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27. Lobbying Prohibitions

Recipients and subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R., Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R., Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R., Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R., Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28. National Environmental Policy Act

Recipients and subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA, which require recipients and subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

Recipient and subrecipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. Definition. “Covered institutions” means recipient research institutions receiving federal RR&D science and engineering support “in excess of \$50 million per year.”

Article 30. Non-Supplanting Requirement

Recipients and subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients and subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32. Patents and Intellectual Property Rights

Recipients and subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R., Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R., Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35. Rehabilitation Act of 1973

Recipients and subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R., Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients and subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R., Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient

and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39. SAFECOM

Recipients and subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | Cybersecurity and Infrastructure Agency (CISA).

Article 40. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R., Part 25, Appendix A, the full text of which is incorporated reference.

Article 42. Termination of a Federal Award

1. By DHS. The DHS may terminate a federal award, in whole or in part, for the following reasons:
 - a. If the recipient fails to comply with the terms and conditions of the federal award;
 - b. With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - c. Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
2. By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
3. Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
4. Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 43. Terrorist Financing

Recipients and subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients and subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients and subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients and subrecipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48. Environmental Planning and Historic Preservation (EHP) Review

Department of Homeland Security (DHS)/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the NEPA; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. The DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. Federal Emergency Management Agency's (FEMA's) regulations at 44 C.F.R., Part 9 implement the Executive Orders and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49. Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter

its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R., section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R., section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R., section 200.313(e).

Article 52. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R., section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R., section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R., section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53. Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R., section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial

recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial

recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity.

ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the DHS or the Department of Justice has designated as a sanctuary jurisdiction. If the DHS or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the DHS or Department of Justice removes that designation. b. The DHS designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the DHS, that the local government will comply with the following requirements related to coordination and cooperation with the DHS and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it

lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the DHS's decision to make this grant award and DHS may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 57. Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 58. Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 59. Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. FEMA, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 60. Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the NOFO that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the NOFO for the terms governing award termination.

Article 61. Period of Performance and Budget Period

Notwithstanding language in the Obligating Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025; to September 30, 2026. The Period of Performance and Budget Period stated in the Obligating Document shall not apply.

Article 62. Funding Hold: Verification of State's Population

The FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the State Administrative Agency must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

The FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 63. Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.

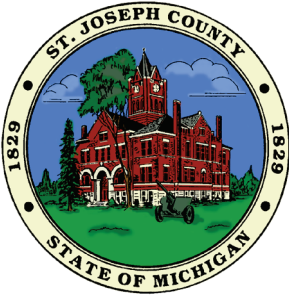
In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: # Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 1. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 2. The "Communication and Cooperation with the DHS and Immigration Officials" Agreement Article. 3. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 4. The "Compliance with Federal Immigration Law" Agreement Article. 5. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 6. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64. Amended Period of Performance and Budget Period Pursuant to State of , et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.

Article 65. Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.



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: 3/17/26

Board / Committee: SJC Transportation Authority

Prepared by: Erin Goff

Appointment Type: Appointment Partial

Name: Melissa Allison

Address: On File

No. of Years of Term:

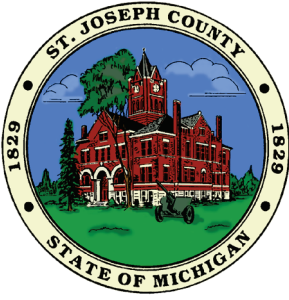
Expiration Date: 4/1/27

Specific Action Requested:

The SJCTA recommends appointing Melissa Allison to fill a vacancy.

Other Pertinent Information:

Please see Citizen Interest Form



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: 3/17/26

Board / Committee: Parks

Prepared by: Jaymes MacDonald

Appointment Type: Reappointment Full

Name: Steve Houts

Address: On File

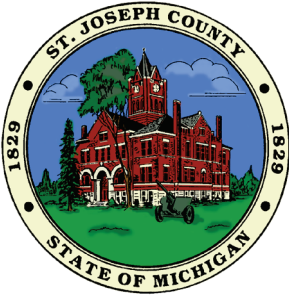
No. of Years of Term: 2

Expiration Date: 1/1/28

Specific Action Requested:

The Parks Commission voted to to reappoint Steve Houts at the February meeting.

Other Pertinent Information:



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: 3/17/26

Board / Committee: Parks

Prepared by: Jaymes MacDonald

Appointment Type: Reappointment Full

Name: Jeff Knautz

Address: On File

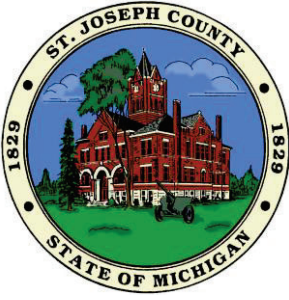
No. of Years of Term: 2

Expiration Date: 1/1/28

Specific Action Requested:

The Parks Commission voted to to reappoint Jeff Knautz at the February meeting.

Other Pertinent Information:



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: 3/17/2026

DEPARTMENT: Administration

PREPARED BY: Administration

SUBJECT: HelpNet Agreement Renewal

SPECIFIC ACTION REQUESTED:

Review and approval of a three-year agreement to continue Employee Assistance Program (EAP) services for St. Joseph County employees.

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

HelpNet has been providing services to St. Joseph County employees for six years, with steady usage. The cost is \$23.40 per employee per year.

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

This is currently within the budget and no additional funding is requested.



EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into on 1/1/2026 (the "Effective Date") by and between **Bronson Battle Creek Hospital ("BBCH")**, d/b/a **Bronson HelpNet** (hereinafter "HelpNet"), a Michigan non-profit corporation, and **St. Joseph County**, 125 West Main Street, Centreville, Michigan 49032 (hereinafter "Client").

WHEREAS, HelpNet provides Employee Assistance Program ("EAP") services to employers, and Client wishes to purchase the services offered, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, Client and HelpNet (hereinafter sometimes collectively referred to as the "Parties" and individually, as the "Party") hereto agree as follows:

I. DEFINITIONS

- A. EAP Services.** EAP services include first line response to providing prevention, triage, solution focused counseling and/or referral for EAP member. EAP services include a thorough assessment for EAP Member, seeking or referred for EAP services, to determine if EAP is appropriate service or if more intensive service or care program is indicated. The EAP assessment will result in the formulation of an EAP service plan specific to that EAP Member. If a referral for more advanced services is necessary, HelpNet shall make appropriate referral and facilitate this referral process.
- B. Short-Term Counseling.** A brief counseling model that seeks resolution of problems in daily living or life challenges. The emphasis is on client strengths and resources, and involves setting and maintaining realistic goals. Various session models are available.
- C. EAP Member.** An individual who is eligible to receive EAP services from HelpNet. EAP service is available to eligible employees of Client, their dependents and employee household members.
- D. Self-Referral.** An EAP Member requests services from HelpNet who personally calls for an EAP appointment.
- E. Management Referral.** A referral from employer for an employee with documented work performance issues. A signed Management Referral Form and Client Release Authorization Form are required from the employer to facilitate communication with the employer as outlined in HelpNet's Management Program Procedures.
- F. Case Closure.** EAP Services are completed or EAP Member is referred for further follow-up with care provider.

II. RESPONSIBILITIES OF HELPNET

- A. Provision of Standard EAP Services.** HelpNet agrees to render to EAP Members who have registered with HelpNet the EAP Covered Services that are listed on Exhibit A, under the terms and conditions of this Agreement and the Agreement between HelpNet and Client. The EAP Covered Services may include some or all of the following:
- 1. Access to EAP Services.** HelpNet will provide a toll-free number for Call Center Services. These services include, but are not limited to, telephone access to intake and appointments, clinical assessment and crisis intervention, triage, information and consultation. HelpNet provides Masters Level Therapists who are available twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year. These crisis-trained therapists have experience in dealing with suicidal, homicidal, or seriously distressed callers. HelpNet will follow relevant practice and take reasonable and appropriate action in maintaining EAP Member safety. HelpNet will provide appropriate follow-up for all contact with the EAP.
 - 2. Assessment.** HelpNet shall provide a licensed therapist with a minimum of a Master's degree in a psychologically-related field to assess the EAP Member's personal problems and to determine whether EAP short-term counseling or referral for long-term or specialized services is appropriate. HelpNet will provide continuous follow-up as necessary, to monitor adherence to the agreed upon course of treatment. Court-ordered assessments and treatment are not covered under this Agreement.
 - 3. Short-Term Counseling.** As indicated by the assessment of an EAP Member, HelpNet shall provide brief therapy for the EAP Member when the presenting problem(s) are deemed amenable to EAP short-term counseling by the assessing therapist.
 - 4. Referrals.** HelpNet shall make referrals, as necessary, to appropriate resources within the community. HelpNet shall discuss a range of referral options, including, as appropriate, self-help groups and/or professional resources eligible under EAP Member's Benefit Plan. HelpNet will provide information on health insurance coverage provided by Client, to facilitate referral to a covered provider.
 - 5. Follow-up.** When HelpNet makes a referral, HelpNet shall maintain contact with the EAP Member until the EAP Member is actively involved in treatment with covered provider to whom EAP Member is referred. If a referral is ineffective or inappropriate, HelpNet will provide a post-referral session to facilitate referral to a different provider.

- 6. Management Referral.** When Client notifies HelpNet that an employee's participation in the EAP is required as a condition of employment, HelpNet will offer an appointment after notification has been received by HelpNet and will provide all services as outlined in Exhibit A, attached hereto and incorporated herein. HelpNet will report conclusions and recommendations to Client, if Client Release Authorization Form has been executed.
- 7. Legal/Financial Consultation and Referral Services.** This service provides the EAP Member with legal and financial referrals to attorneys and financial professionals in their geographic area. Please see Exhibit A for details.
- 8. HelpNet Website.** HelpNet provides an interactive website (www.bronsonhelpnet.com) that provides EAP brochures, forms, and newsletters. EAP Services Orientation and Supervisory Training are also available on the HelpNet website.
- 9. EAP Services Development and Consultation.** HelpNet shall provide organizational development and ongoing consultation to assist in developing and implementing EAP Services policies and procedures. Management consultation regarding employee performance problems, EAP referrals, conflict resolution, and assistance with implementation, operation, evaluation and modification of the EAP Services can also be provided.
- 10. Orientation.** Employee orientations will be made accessible through HelpNet's website (www.bronsonhelpnet.com) or, if included or purchased, at Client's work-site to familiarize EAP Members with EAP Services, how the benefit works, and the services available. The orientation emphasizes employees' self-help and the risks associated with personal problems that are not resolved. Please see Exhibit A for details.
- 11. Leadership Orientation & Training.** EAP Supervisory Training may be provided virtually or at Client's work-site, if included or purchased. This Supervisory Training will clearly define the respective roles and focus on specific skill building for recognition, intervention, and referral of the troubled employee. Please see Exhibit A for details.
- 12. Promotional Materials.** HelpNet will furnish EAP Services brochures, training and orientation materials, and newsletters to publicize the EAP Services. Materials can be in electronic or print version. Depending on quantity requested, there may be a fee for hard copies. Please see Exhibit A for details.
- 13. Utilization Reports.** HelpNet will provide statistical reports on a quarterly and annual basis. The data included provides confidentiality of the EAP Member(s), according to State and Federal guidelines of confidentiality.

B. Optional EAP Services

1. **Organizational Training & Development.** Topical seminars and customized presentations are available on organizational development, mental health, and life enrichment. Please see Exhibit A for details.
2. **Workplace Disruption Services.** HelpNet provides support for organizations facing disruptive events such as workplace violence, corporate downsizing, employee death, natural disasters, or systemic stress. Services may include Critical Incident Stress Management (CISM) services specialized assessments, leadership consultation, and recovery planning and may be provided on-site or virtually, individual or group support to help restore stability and employee well-being. Please see Exhibit A for details.
3. **Work/Life Member Portal.** This service includes article tip sheets, audio and video information on a wide variety of work-life topics, including downloadable legal documents, self-search resources for childcare, elder care, volunteering, camps and more. Please see Exhibit A for details.
4. **Work/Life Fulfillment.** A more comprehensive service that provides the EAP Member with several access options, including telephone, online instant messaging, and online-assisted search. Care Consultants are available twenty-four (24) hours per day, seven (7) days per week to provide customized referrals including childcare, adoption, education, elder care, wellness, as well as other additional work/life features. EAP Members receive customized referrals within three (3) business days. Please see Exhibit A for details.
5. **Wellness Services.** Wellness Services includes personalized wellness plans, educational materials, online resources available twenty-four (24) hours per day, seven (7) days per week, wellness app, articles, tools and tip sheets. Please see Exhibit A for details.

III. OPERATING STANDARDS

- A. **Confidential EAP Member Information.** HelpNet acknowledges that under this Agreement, HelpNet will be serving both the Client and the EAP Members. Any information acquired by HelpNet from an EAP Member regarding Client's personnel, services, policies, or products shall be considered confidential information that HelpNet shall not disclose unless required by Law.
- B. **Threats of Violence.** HelpNet will immediately report to Client, in accordance with applicable law, all threats of violence to Client's personnel, facilities, or assets. HelpNet licensed professionals will also report any information to appropriate authorities as defined by and as required by law.

- C. Objectivity/Arbitration.** In order to maintain objectivity and neutrality that will serve the best interest of Client and its EAP Members, HelpNet will not testify in writing or in person at grievance hearings or arbitrations concerning EAP Services provided to EAP Members. If the EAP Member signs a Client Release Authorization Form, giving permission, HelpNet will provide limited information to the Client only as designated on the release.
- D. Ownership and Record Retention.** All case records, files, data, etc., maintained in conjunction with the EAP Services provided under this Agreement shall be the property of HelpNet. HelpNet shall retain case records pertaining to EAP Members for as long as required or permitted by applicable state and federal laws, and shall cause the records to be destroyed thereafter.
- E. Non-Disclosure and Confidentiality.**
1. All case records maintained in conjunction with EAP Services provided under this Agreement shall be confidential. HelpNet shall comply with the Health Insurance and Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standard for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." HelpNet shall not use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C § 1320d), other than permitted by HIPAA and terms of this Agreement. HelpNet will exclude confidential information relating to EAP Member private information in all reports made to Client, unless authorized by EAP Member. HelpNet agrees to comply with the requirements contained in Exhibit B, attached hereto and incorporated herein, as it relates to HIPAA and PHI.
 2. The parties acknowledge and agree that, in the course of performing their obligations under this Agreement, should either Party receive business information of the other Party, such Party will treat such information as confidential and proprietary. Such business information may include but is not limited to, personnel information, financial, marketing data, customers and suppliers, procedures, methodologies, techniques, technology, specification and design information, which is confidential and proprietary to the other party ("Proprietary Information"), which provides that party with a competitive advantage in its relevant markets and which the other party would not otherwise know. The parties agree and acknowledge that each party is the owner of its own Proprietary Information. Proprietary Information shall not include information that: (a) was in Receiving Party's legitimate possession prior to receipt of such

information from Disclosing Party; (b) is independently developed by Receiving Party; (c) was rightfully received from third parties and, to the best knowledge of Receiving Party, without an obligation of confidentiality to Disclosing Party; (d) is in the public domain through means other than by breach of this Agreement by Receiving Party; or (e) is disclosed pursuant to any judicial or government request, requirement or order, provided that Receiving Party takes reasonable steps to provide Disclosing Party the ability to contest such request, requirement or order. The parties acknowledge that Confidential Information has competitive value and that irreparable damage may result to the Disclosing Party if Receiving Party discloses Confidential Information. The parties agree that legal proceedings at law or in equity, including injunctive relief, are appropriate in the event of a breach hereof without the duty of posting bond.

3. During the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement, both Parties shall hold all Proprietary Information, whether in the form of raw data or otherwise, and whether a trade secret, copyrighted work, patentable subject matter, or otherwise, in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of the other party, unless required by law.
4. The existence of this Agreement and its terms is confidential. Client may not make any public statement, including a press release or advertisement, describing HelpNet and/or Bronson Battle Creek Hospital or the relationship with such entities without HelpNet written consent.

This Section III.E shall survive the expiration or termination of this Agreement.

- F. **Insurance.** HelpNet will maintain either general and professional liability insurance, and worker's compensation, or adequately funded self-insurance in reasonable amounts to cover its potential liabilities under this Agreement. Upon request, HelpNet will provide Client with a certificate evidencing such insurance.
- G. **Quality Assurance Evaluation.** HelpNet gathers information from EAP Members anonymously to evaluate services. Prior to case closure the EAP Member will be provided with a Client Satisfaction Survey to fill out and return to HelpNet. HelpNet will investigate any problems or complaints according to legal and ethical guidelines.

IV. RESPONSIBILITIES OF CLIENT

- A. **EAP Services Coordinator.** Client shall designate an EAP Services Coordinator who shall serve as the primary liaison between HelpNet and Client. Client's EAP Services Coordinator will pro-actively support the EAP Services publicity and promotion, training programs, and other activities as deemed appropriate to Client's employees.

- B. HelpNet Contract Information Form.** Client agrees to provide complete information on the HelpNet Contract Information Form, attached hereto and incorporated herein as Exhibit A, and return it to HelpNet.
- C. Eligibility/Employee Listing.** Upon request, Client agrees to provide an employee listing/count of EAP Services eligible employees at least annually to HelpNet so HelpNet may generate an accurate invoice. The EAP Services Coordinator shall advise HelpNet, upon reasonable request from HelpNet, whether or not any other employee/family member is eligible to receive EAP Services in the event that the name does not appear on the current list.
- D. Fees/Payment.** In consideration of the services provided under this Agreement, Client agrees to pay HelpNet based on the per capita fee (per employee, per year, "PEPY") as defined in Exhibit A, attached hereto and incorporated herein. The total amount payable will be determined by multiplying the per capita fee by the number of employees on Client's Employee Listing. HelpNet will send Client an invoice and Client will submit payment within thirty (30) days of the due date. If payment is not received within thirty (30) days of due date, HelpNet may charge a monthly late penalty of one and one half percent (1.5%) per month of the total premium amount or percentage rate not to exceed usury rate as defined by State Law, calculated retroactive to the payment due date.

V. TERM AND TERMINATION

- A. Term of Contract and Without Cause Termination.** This Agreement will begin on the Effective Date and continue in effect for an initial term of three (3) years. This Agreement will automatically renew for successive three (3) year terms until terminated. This Agreement may be terminated, with or without cause, and without penalty, by mutual written consent or by ninety (90) days written notice of termination provided by one party to the other of its intention in accordance with the Notifications section of this Agreement.
- B. Termination for Breach.** In the event of the breach of any provision of this Agreement, the non-breaching party shall notify the alleged breaching party, in writing, of the specific nature of the breach and shall request that it be immediately cured. If the breaching party does not cure the breach within thirty (30) days of their receipt of such notice, the non-breaching party may immediately terminate this Agreement, upon written notice to the breaching party. The termination of this Agreement, pursuant to such breach, shall not preclude the non-breaching party from pursuing any and all available remedies.
- C. Change in Law.** HelpNet may terminate this Agreement immediately should any governmental agency, court or administrative tribunal pass any law, rule, regulation, standard, interpretation, order, decision or judgment, which in the good faith of

HelpNet's counsel, materially and adversely affects BBCH's or HelpNet's licensure, accreditation, certification or ability to refer, or accept any referral, to bill or to present a claim for reimbursement or a risk of prosecution or civil money penalty.

VI. MISCELLANEOUS

- A. Severability.** The parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants, and conditions herein be binding upon and inure to the benefit of the respective parties. Accordingly, if any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, such provision shall be as narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- B. Independent Contractor.** It is mutually understood and agreed that the parties shall be and at all times is acting and performing as independent contractors. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties.
- C. Assignment.** Neither party may assign, delegate or otherwise transfer any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its duties or obligations hereunder, except as contemplated in this Agreement, without the other party's prior written consent; provided, however, that Client acknowledges and agrees that HelpNet may assign its rights, duties and obligations herein to any entity which is the surviving entity in a merger with HelpNet or which purchases all or substantially all of the assets of HelpNet. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Client acknowledges that HelpNet may subcontract with third parties to perform services under this Agreement. HelpNet will provide a list of such subcontractors within five (5) business days of Client's request.
- D. Mutual Indemnification.** Each party agrees to indemnify, defend and hold harmless the other, its respective affiliates, members, directors, trustees, officers, employees, agents and insurers, from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorneys' fees and expenses) and judgments arising out of the acts and omissions of such party, and its directors, officers, employees, agents and insurers, under, pursuant to and in connection with this Agreement, including but not limited to bodily injury, property damage or any other damage or injury.

- E. Protected Health Information (PHI)/HIPAA.** HelpNet agrees to maintain and require its employees and agents to maintain the confidence of any and all patient information which may be acquired in the performance of services under this Agreement.
- F. Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan. Calhoun County, Michigan shall be the sole, proper venue for any litigation, proceeding or special proceeding between the parties which arises out of or is in connection with any right, duty or obligation under this Agreement.
- G. Amendment.** No amendment of this Agreement shall be deemed effective unless in writing and signed by each of the parties hereto.
- H. Waiver.** Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless it is in writing and signed by the party against whom enforcement of the waiver is sought.
- I. Notifications.** Any notice required to be given pursuant to the terms and provisions herein shall be in writing, postage and delivery charges prepaid, overnight mail service, first-class mail or certified mail, return receipt requested, to HelpNet or Client at the addresses below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this section. Notices hereunder shall be deemed to have been given, and shall be effective upon actual receipt by the other party upon the earlier of the third (3rd) day after mailing or actual receipt by the other party.

If to St. Joseph County:

St. Joseph County
125 West Main Street
Centreville, MI 49032
Attn: Human Resources

If to HelpNet:

HelpNet Employee Assistance Program
4625 Beckley Road
Building 300, Suite 3002
Battle Creek, MI 49015
Attn: Director

- J. No Discrimination.** The Parties agree, in the performance of their respective duties and obligations herein, not to discriminate against any person or entity because of race, color, religion, sex, national origin, weight, height or any other prohibition set forth in applicable laws and regulations.
- K. Entire Agreement.** This Agreement, including all Exhibits and Schedules referenced herein, constitutes the entire understanding and agreement between the Parties concerning the subject matter herein, and supersedes all prior and concurrent negotiations, agreements and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.

- L. Interpretation.** The Parties agree that the terms of this Agreement: (i) have been mutually negotiated by each Party with the advice of legal counsel; (ii) are intended to be for the mutual benefit of both Parties; and (iii) should not be interpreted in favor or against either Party.
- M. Authority to Sign.** The agent of the Parties signing this Agreement has the authority to sign and bind the parties.
- N. Force Majeure.** Each Party agrees and acknowledges that the other Party is not under any liability for failure or delay in the performance of the terms of this Agreement caused by the effects of pandemic, fire, strike, war, terrorism, insurrection, government restriction or prohibition, or other causes reasonably beyond its control and without its fault, but the Party failing to perform shall use all reasonable efforts to resume performance of this Agreement as soon as feasible. In the event that either Party ceases to perform its obligations under this Agreement due to the occurrence of a force majeure event, the Party shall: (1) notify the other Party in writing of such force majeure event and its expected duration as soon as possible; and (2) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. For the term of any force majeure event declared by either Party, the other Party shall have the right to terminate this Agreement upon (15) days additional notice.

Signatures on following page

IN WITNESS WHEREOF, the undersigned authorized representatives of the Parties have executed this Agreement, effective as of the Effective Date.

St. Joseph County

Bronson Battle Creek Hospital d/b/a
Bronson HelpNet

By: _____

By: _____

Print Name: _____

Print Name: Joseph du Lac

Print Title: _____

Print Title: Sr. VP & COO, BBCH

Date: _____

Date: _____

Bronson Legal Counsel

CLX ID:

DRAFT

Exhibit A
Summary of EAP Services
for
St. Joseph County

EAP Services	Cost
Short-Term Counseling Model 1-5 Sessions	\$23.40 PEPY
Workplace Disruption Services Critical Incident Stress Management (CISM) Other Workplace Disruption Services	2 Hours Included Fee-For-Service
Organizational Training & Development	2 Hours Included
Management Consultations	Included
Legal Consultation and Referral Service	Included
Financial Consultation & Referral Services	Included
Work/Life Member Portal	Included
EAP Orientations	Included
Leadership Orientation & Training	Included
Promotional Materials, Digital & Print	Included
Work/Life Fulfillment	Quote Available
Wellness Services	Quote Available

St. Joseph County will pay HelpNet \$23.40 per employee per year for providing Employee Assistance Program services.

Exhibit B:

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (this “**BA Agreement**”) is made by and between **Bronson Battle Creek Hospital, d/b/a Bronson HelpNet** (“**Company**”) and **[St. Joseph County]** (“**Covered Entity**”) and is effective as of 1/1/2026 (“**Effective Date**”). Capitalized terms used in this BA Agreement without definition shall have the respective meanings assigned to such terms in the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), the Genetic Information Nondiscrimination Act (“**GINA**”), and their implementing regulations as amended from time to time (collectively, “**HIPAA**”).

RECITALS

WHEREAS, Covered Entity and Company are parties to that certain agreement setting forth certain services that require Company to have access to Protected Health Information (as defined below) (the “**Services Agreement**”); and

WHEREAS, it is the intent of Covered Entity and Company to amend the Services Agreement, as described in this BA Agreement, for the parties to comply with HIPAA (as defined in Section 1.1).

WHEREAS, Covered Entity also operates a substance abuse program that is bound by federal law and regulations pertaining to the use and disclosure of records of substance abuse patients (hereinafter referred to as “42 CFR Part 2 records”). In performing services for Covered Entity, Business Associate may come in contact with or be provided 42 CFR Part 2 records and will be considered a Qualified Service Organization to Covered Entity under such regulations.

NOW THEREFORE, in consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Company agree as follows:

AGREEMENT

I. GENERAL PROVISIONS.

Section 1.1 Effect. The provisions of this BA Agreement shall control with respect to Protected Health Information that Company receives from or on behalf of Covered Entity (“**PHI**”), and the terms and provisions of this BA Agreement shall supersede any conflicting or inconsistent terms and provisions in the Services Agreement, including all exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent of such conflict or inconsistency. This BA Agreement shall not modify or supersede any other provision of the Services Agreement, and incorporates such provisions by reference.

Section 1.2 No Third Party Beneficiaries. The parties have not created and do not intend to create by this BA Agreement any third party rights, including, but not limited to, third party rights for Covered Entity’s patients.

Section 1.3 HIPAA Amendments. The parties acknowledge and agree that **HITECH** and GINA and their implementing regulations impose requirements with respect to privacy, security and breach notification applicable to Business Associates. These provisions and any other future amendments to HIPAA affecting this BA Agreement are hereby incorporated by reference into this BA Agreement as if set forth in this BA Agreement in their entirety, effective on the later of the effective date of this BA Agreement or such subsequent date as may be specified by HIPAA.

Section 1.4 Regulatory References. A reference in this BA Agreement to a section in HIPAA means the section as it may be amended from time-to-time.

Section 1.5 Indemnification and Limitation of Liability. The parties' respective Indemnification obligations and the accompanying procedures shall be as described in the Services Agreement. Without limitation to the foregoing, under no circumstances shall either party be liable for any lost profits or other indirect, incidental, or consequential damages such as, but not limited to, loss of revenue or anticipated profits or lost business. Neither party's total liability to the other party for other damages under this BA Agreement shall exceed twelve (12) full calendar months of the fees paid by Covered Entity to Company.

Section 1.6 Compliance with Applicable Law. The parties acknowledge and agree that Business Associate shall comply with its obligations under this Agreement and with all obligations of a business associate under HIPAA, HITECH, and other related laws and regulations, as they exist at the time this Agreement is executed and as they are amended, for so long as this Agreement is in place. If Business Associate is functioning as a Qualified Service Organization under 42 CFR Part 2 to Covered Entity, Business Associate agrees to the following terms and conditions: (1) to the extent that Business Associate receives, stores, processes or otherwise deals with any patient information from the substance abuse program, Business Associate acknowledges that it is fully bound by the 42 CFR Part 2 regulations; and (2) if necessary, Business Associate will resist in judicial proceedings any efforts to obtain access to such records except as permitted by such regulations.

(a) Pursuant to HITECH §§ 13401(a) and 13404(a) and the HIPAA implementing regulations, the provisions of HITECH that impose requirements and standards on covered entities with respect to security and privacy shall also be applicable to Business Associate, and shall be and by this reference hereby are incorporated into this Agreement. All other provisions of HITECH that are applicable to Business Associate, and its relationship with Covered Entity under this Agreement and the Agreement, shall be and by this reference hereby are incorporated into this Agreement.

II. COMPANY'S OBLIGATIONS.

Section 2.1 Use and Disclosure of PHI. Company may use and disclose PHI as permitted or required under the Services Agreement, this BA Agreement and as Required by Law, but shall not otherwise use or disclose any PHI. Company shall not use or disclose PHI received from Covered Entity in any manner that would constitute a violation of HIPAA if so used or disclosed by Covered Entity (except as set forth in Sections 2.1(a), (b), (c), and (d) of this BA Agreement). To the extent Company carries out any of Covered Entity's obligations under HIPAA, Company shall comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligations. Company is permitted to use or disclose PHI as set forth below:

- (a) Company may use PHI internally for its proper management and administrative services or to carry out its legal responsibilities;
- (b) Company may disclose PHI to a third party for Company's proper management and administration, provided that the disclosure is Required by Law or Company obtains reasonable assurances from the third party to whom the PHI is to be disclosed that the third party will (1) protect the confidentiality of the PHI, (2) only use or further disclose the PHI as Required by Law or for the purpose for which the PHI was disclosed to the third party and (3) notify Company of any instances of which the third person is aware in which the confidentiality of the PHI has been breached;
- (c) Company may use PHI to provide Data Aggregation services as defined by HIPAA;
- (d) Company may use PHI to report violations of the law to appropriate state and federal authorities consistent with 45 CFR § 164.502(j)(i); and
- (e) Company may use PHI to create de-identified health information in accordance with the HIPAA de-identification requirements. Company may disclose de-identified health information for any purpose permitted by law.

Section 2.2 No Remuneration. Except for payments for services performed pursuant to the Services Agreement or this BA Agreement, Company shall not directly or indirectly receive remuneration in exchange for an Individual's PHI unless the Company obtained from the applicable Individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual, except as otherwise allowed under HIPAA.

Section 2.3 Safeguards. Company shall use reasonable and appropriate safeguards to prevent the use or disclosure of PHI, except as otherwise permitted or required by this BA Agreement. In addition, Company shall implement Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI transmitted or maintained in Electronic Media ("**EPHI**") that it creates, receives, maintains or transmits on behalf of Covered Entity. Company shall comply with the HIPAA Security Rule with respect to EPHI.

Section 2.4 Minimum Necessary Standard. To the extent required by the "minimum necessary" requirements of HIPAA, Company shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

Section 2.5 Trading Partner Agreement. In respect to EPHI or any other information exchanged in electronic Transactions, Company shall not take any of the following actions: change the definition, Data Condition, or use of a Data Element or Segment in a Standard; add any Data Elements or Segments to the maximum defined Data Set; use any code or Data Elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or change the meaning or intent of the Standard's Implementation Specification(s).

Section 2.6 Subcontractors. Company shall enter into a written agreement meeting the requirements of 45 C.F.R. §§ 164.504(e) and 164.314(a)(2) with each Subcontractor (including, without limitation, a Subcontractor that is an agent under applicable law) that creates, receives, maintains or transmits PHI on behalf of Company. Company shall ensure that the written agreement with each Subcontractor complies with the applicable requirements of HIPAA and obligates the Subcontractor to comply with restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Company under this BA Agreement.

Section 2.7 Reporting Requirements.

(a) If Company becomes aware of a use or disclosure of PHI in violation of this BA Agreement by Company or by a third party to which Company disclosed PHI, Company shall report any such use or disclosure to Covered Entity without unreasonable delay.

(b) Company shall report any Security Incident involving EPHI of which it becomes aware in the following manner: (1) any actual, successful Security Incident will be reported to Covered Entity in writing without unreasonable delay, and (2) any attempted, unsuccessful Security Incident of which Company becomes aware will be reported to Covered Entity orally or in writing on a reasonable basis, as requested by Covered Entity; provided however that such reports are not required for trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware and pings or other similar types of events. If the HIPAA security regulations are amended to remove the requirement to report unsuccessful attempts at unauthorized access, the requirement hereunder to report such unsuccessful attempts will no longer apply as of the effective date of the amendment.

Company shall, following the discovery of a Breach of Unsecured PHI, notify the Covered Entity of such Breach in accordance with 45 C.F.R. § 164.410 without unreasonable delay and in no case later sixty (60) days after discovery of the Breach.

Section 2.8 Access to PHI. Within fifteen (15) business days of a written request by Covered Entity for access to PHI about an Individual contained in any Designated Record Set of Covered Entity maintained by Company, if any, Company shall make available to Covered Entity such PHI for so long as Company maintains such information in the Designated Record Set. If Company receives a request for access to PHI directly from an Individual, Company shall forward such request to Covered Entity within ten (10) business days. Covered Entity shall have the sole responsibility for determining whether to approve a request for access to PHI.

Section 2.9 Availability of PHI for Amendment. Within fifteen (15) business days of receipt of a written request from Covered Entity for the amendment of an Individual's PHI contained in a Designated Record Set of Covered Entity maintained by Company, if any, Company shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as Company maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If Company receives a request for amendment to PHI directly from an Individual, Company shall forward such request to Covered Entity within ten business days.

Covered Entity shall have the sole responsibility for determining whether to approve an amendment to PHI.

Section 2.10 Accounting of Disclosures. Within thirty (30) business days of written notice by Covered Entity to Company that it has received a request for an accounting of disclosures of PHI (other than disclosures to which an exception to the accounting requirement applies), Company shall make available to Covered Entity such information as is in Company's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528. Covered Entity shall have the sole responsibility for providing an accounting to the Individual.

Section 2.11 Availability of Books and Records. Following reasonable advance written notice, Company shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Company on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA.

III. **OBLIGATIONS OF COVERED ENTITY.**

Section 3.1 Permissible Requests. Covered Entity shall not request Company to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity (except as provided in Sections 2.1(a), (b), (c), and (d) of this BA Agreement).

Section 3.2 Minimum Necessary PHI. When Covered Entity discloses PHI to Company, Covered Entity shall provide the minimum amount of PHI necessary for the accomplishment of Company's purpose.

Section 3.3 Permissions; Restrictions. Covered Entity warrants that it has obtained and will obtain any consents, authorizations and/or other legal permissions required under HIPAA and other applicable law for the disclosure of PHI to Company. Covered Entity shall promptly notify Company of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Company's use or disclosure of PHI. Covered Entity shall not agree to any restriction on the use or disclosure of PHI under 45 CFR § 164.522 that restricts Company's use or disclosure of PHI under this Agreement unless such restriction is Required By Law or Company grants its prior written consent, which consent shall not be unreasonably withheld.

Section 3.4 Notice of Privacy Practices. Except as Required By Law, with Company's consent or as set forth in the Services Agreement or this BA Agreement, Covered Entity shall not include any limitation in the Covered Entity's notice of privacy practices that limits Company's use or disclosure of PHI under the Services Agreement. Covered Entity shall provide Company with its group health plan's notice of privacy practices upon execution of this BA Agreement and thereafter no later than thirty (30) business days following any revisions to such notice of privacy practices

Section 3.5 Confidential Communication Requests. Covered Entity shall promptly notify Company of any confidential communication requests which Covered Entity has agreed to in accordance with 45 CFR § 164.522(b).

Section 3.6 Designated Plan Sponsor Employees. Covered Entity acknowledges and agrees that, under HIPAA, its group health plan may permit Company to disclose or provide access to PHI to only those employees or other persons under the control of Company who are identified by name or position in the group health plan documents as the persons who are authorized to use and disclose PHI to carry out plan administration functions that Covered Entity performs for its group health plan (“Designated Plan Sponsor Employees”). Accordingly, Company shall disclose or make available PHI to Designated Plan Sponsor Employees for the purpose of carrying out the plan administration functions that Covered Entity performs for the Plan. Covered Entity shall identify the Designated Plan Sponsor Employees in writing to Business Associate and shall promptly notify Company of any additions to or deletions from the list of Designated Plan Sponsor Employees. Covered Entity hereby agrees to indemnify and hold Company and its employees, officers, and directors, harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys’ fees and costs), or penalty incurred by Company or its employees, officers, or directors in connection with any claim, suit, or action asserted resulting from Covered Entity’s failure to timely or accurately notify Company in writing of its Designated Plan Sponsor Employees and any changes thereto.

Section 3.7 Amendment of Plan Document and Certification. Covered Entity hereby represents that it has provided certification to its group health plan that the plan documents contain the provisions required by HIPAA as a precondition to disclosure of PHI to Covered Entity.

IV. TERMINATION OF THE AGREEMENT.

Section 4.1 Termination Upon Breach of Provisions Applicable to PHI. Any other provision of the Services Agreement notwithstanding, the Services Agreement and this BA Agreement may be terminated by either party (the “**Non-Breaching Party**”) upon thirty (30) days written notice to the other party (the “**Breaching Party**”) in the event that the Breaching Party materially breaches any provision contained in this BA Agreement in any material respect and such breach is not cured within such thirty (30)-day period.

Section 4.2 Return or Destruction of PHI upon Termination. Upon termination of this BA Agreement, Company shall return or destroy all PHI received from Covered Entity or created or received by Company on behalf of Covered Entity and which Company still maintains as PHI. Notwithstanding the foregoing, to the extent that Company reasonably and in good faith determines that it is not feasible to return or destroy such PHI, the terms and provisions of this BA Agreement shall survive termination of the Services Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

V. COUNTERPARTS.

This BA Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this BA Agreement.

**ST. JOSEPH COUNTY
FRIEND OF THE COURT**

2025 ANNUAL REPORT

Presented to the

St. Joseph County Board of Commissioners

Mary Herendeen

Friend of the Court

Mission Statement

The St. Joseph County Friend of the Court is committed to providing the highest quality customer service for the establishment, collection, and enforcement of child support orders, as well as professional, unbiased mediation and investigative services for the resolution of custody, parenting time and support issues.

Overview

As a designated **Title IV-D child support enforcement agency**, the office operates in compliance with both federal and state laws and undergoes regular audits to ensure program compliance and performance.

During 2025, the Friend of the Court maintained strong support collection performance while continuing to emphasize **non-adversarial dispute resolution**, which reduces court costs, conserves judicial resources, and promotes more stable long-term outcomes for families.

Funding and Revenue

Approximately **95% of the Friend of the Court's operational funding** is derived from federal and state reimbursement programs tied to child support enforcement activities.

Under the **Cooperative Reimbursement Contract with the State of Michigan**, the county is reimbursed for **66% of eligible child support enforcement expenses** through federal Title IV-D funding. In 2025, we received **\$930,701** from the federal portion of this contract and **\$90,605** from the state supplement.

In addition to reimbursement funding, the office receives **federal incentive payments** based on performance in five federally monitored areas:

- Paternity establishment
- Support order establishment
- Current support collections
- Arrearage collections
- Medical support collections

In 2025, the office generated **\$154,885 in incentive payments** for the county based on its performance in these categories. The performance of St. Joseph County, neighboring counties, and the state average is attached to this report.

2025 Revenue Summary

Revenue Source	Amount
Federal reimbursement contract	\$930,701
State reimbursement supplement	\$90,605
Federal incentive payments	\$154,885
Statutory fees	\$39,667
Judgment fees and interest	\$15,085
Court costs	\$7,867
Other revenue	\$5,392
Total Revenue:	\$1,244,202

Support Collections

The Friend of the Court continues to collect significant financial support for families in St. Joseph County.

Total Collections

Year	Child Support	Spousal Support	Total
2025	\$9,655,036	\$124,009	\$9,779,045
2024	\$9,808,544	\$167,540	\$9,976,084
2023	\$9,602,243	\$146,181	\$9,748,424

Collections in 2025 were slightly lower than in 2024. The primary factor affecting collections was **the State of Michigan eliminating state-owed birth expense charges and arrears effective January 2025**.

In 2024, the office collected **\$124,244** related to birth expenses. In 2025, collections in that category totaled **\$65**.

Despite this change, overall support collections remained **stable and consistent with prior years**, demonstrating continued strong performance in support enforcement.

Case Resolution and Mediation Services

The Friend of the Court prioritizes **non-adversarial case resolution** whenever possible. Disputes involving custody, parenting time, or support are referred to **Facilitative Conferences** conducted by trained mediators within the office.

This approach provides several benefits:

- Faster case resolution for families
- Reduced legal costs for parties
- More efficient use of court resources
- Lower rates of repeat litigation

The office currently employs **five caseworkers trained in mediation**, allowing many disputes to be resolved without requiring formal evidentiary hearings before the court.

2025 Activity Summary

Mediation and Facilitative Conferences

Total Conferences: **279**

Cases Successfully Resolved: **186**

These conferences allow many parties to resolve disputes without the need for formal hearings.

Investigations and Recommendations

Total Investigations Conducted: **532**

Type	Number
Custody	65
Parenting Time	92
Support	365
Other	10

Investigations are conducted when the court requires a detailed evaluation and recommendation regarding custody, parenting time, or support matters.

Referee Hearings

Total Hearings Conducted: **397**

Type	Number
Custody	60
Parenting Time	45
Support	51
Other	241

Referee hearings occur when disputes cannot be resolved through mediation or administrative review.

Orders Established

Total Orders Established: **334**

Order Type	Number
Paternity	27
Child Support	99
Parenting Time / Custody	139

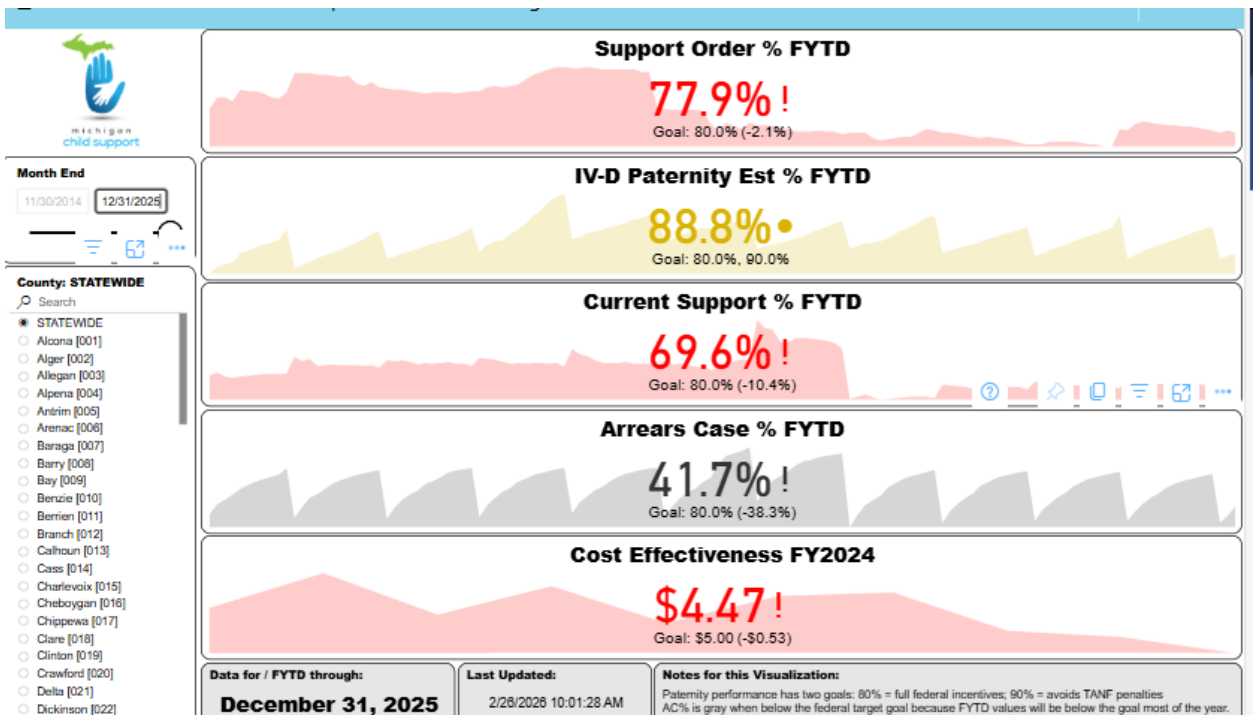
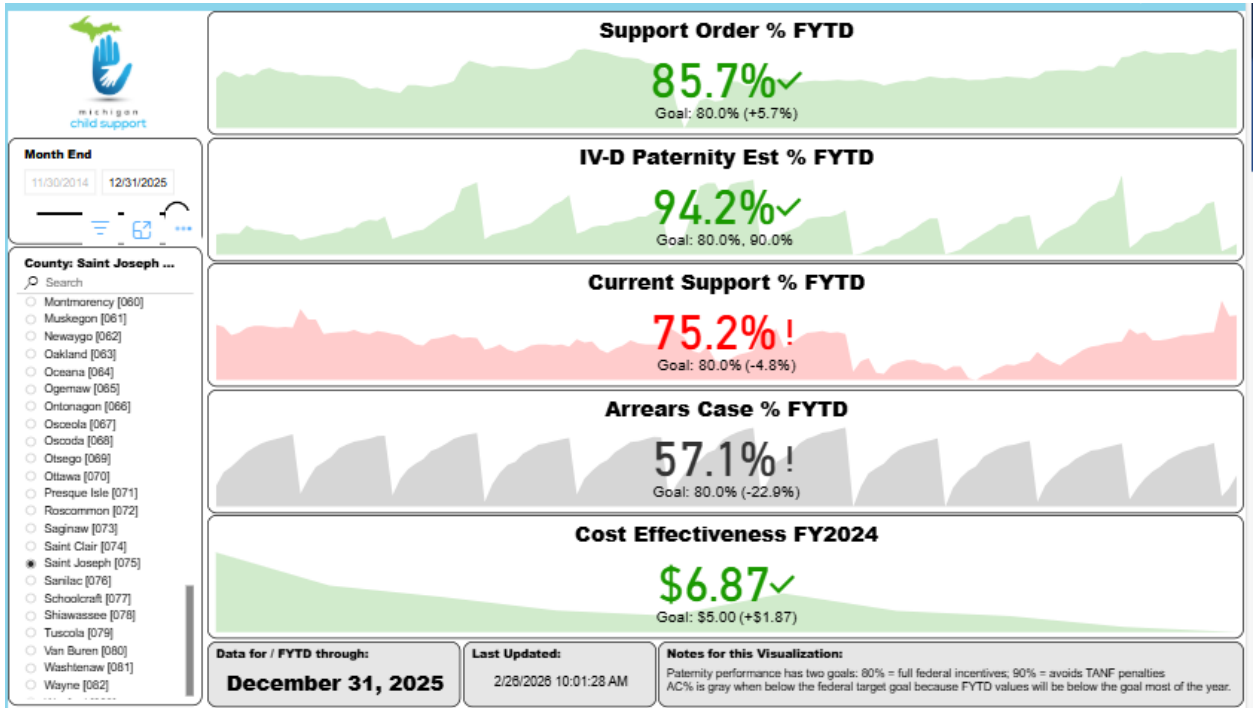
These orders establish the legal framework necessary to ensure financial support and appropriate parenting arrangements for children.

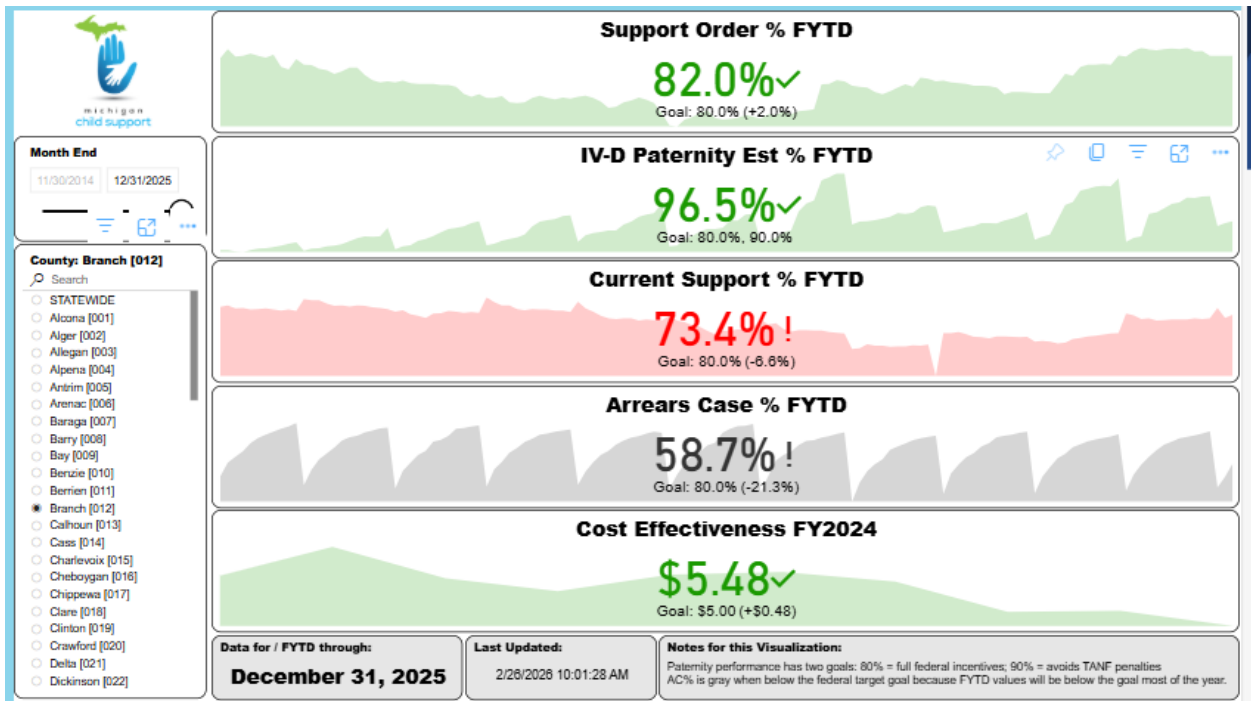
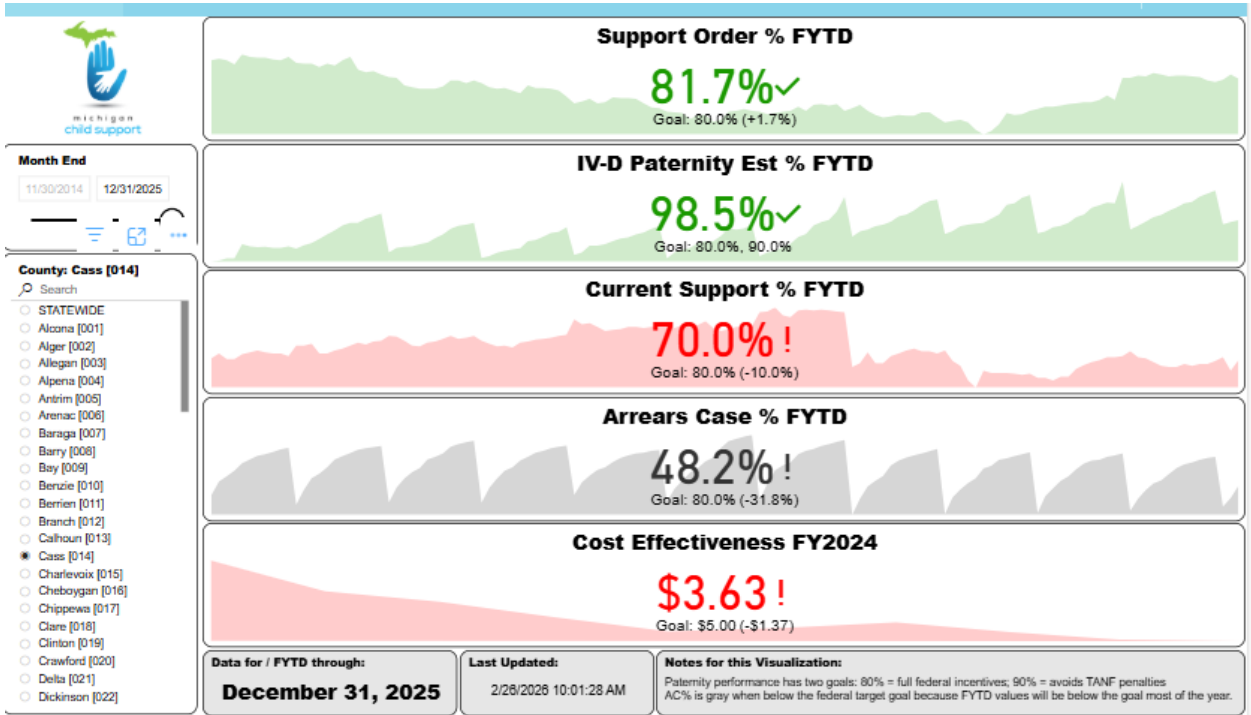
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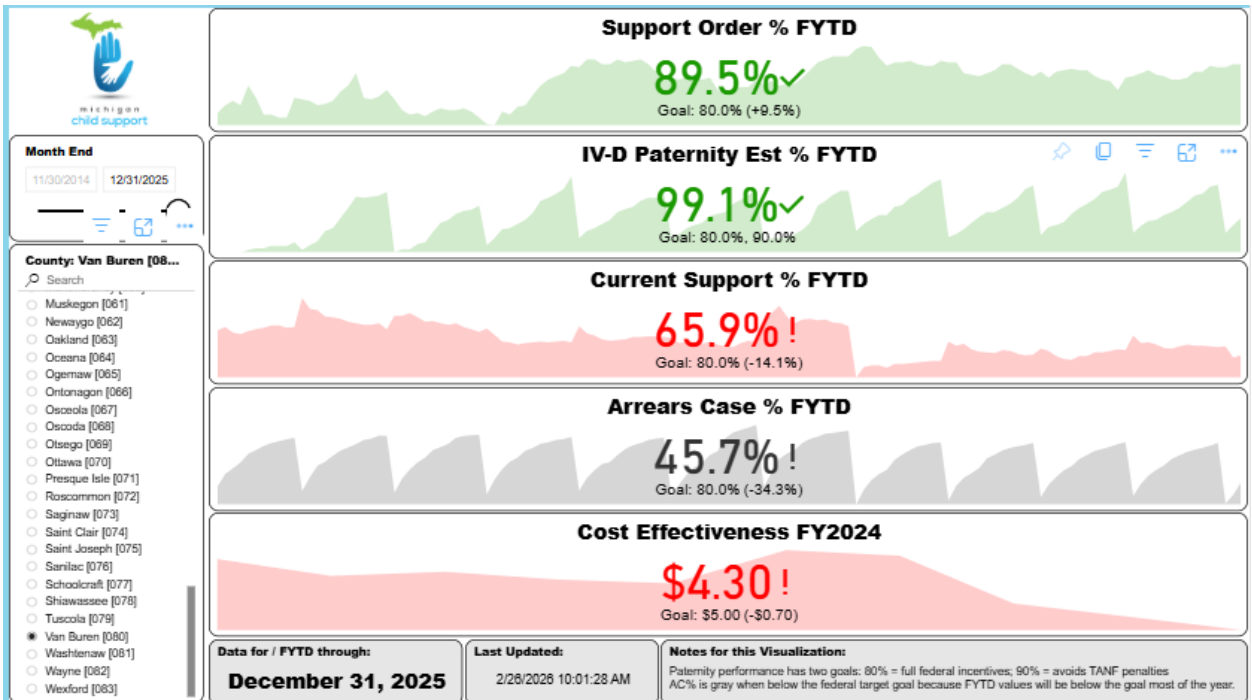
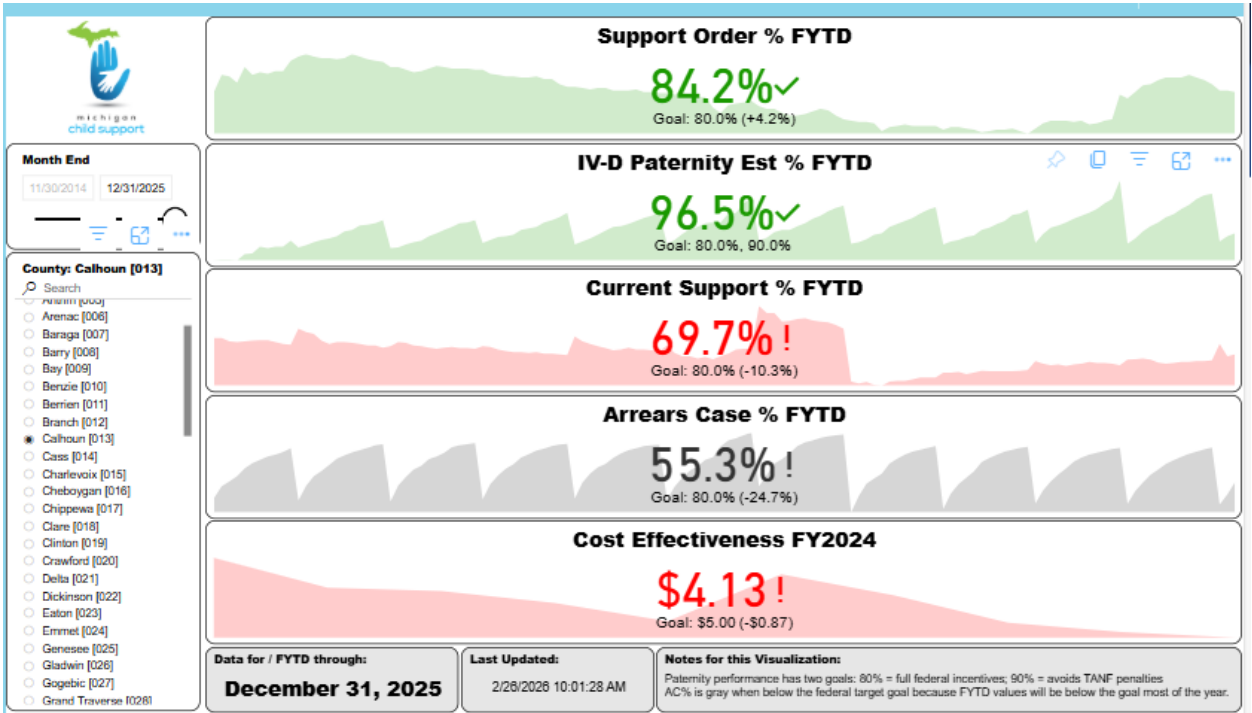
In 2025, the St. Joseph County Friend of the Court:

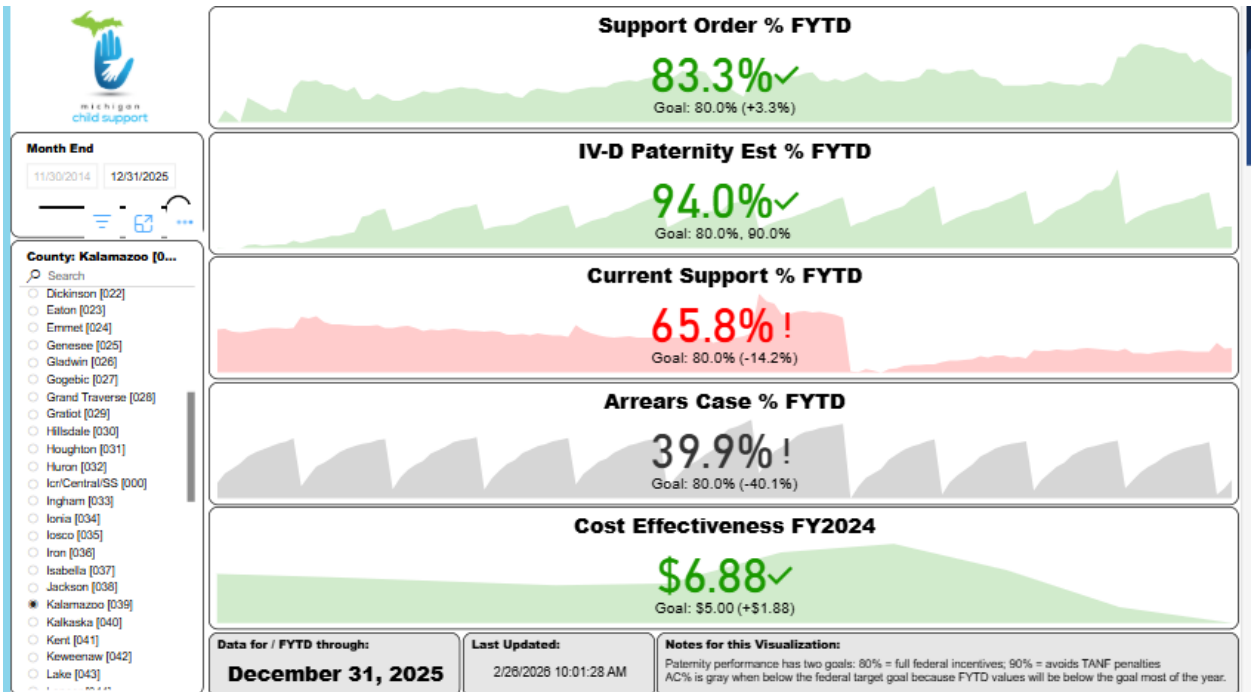
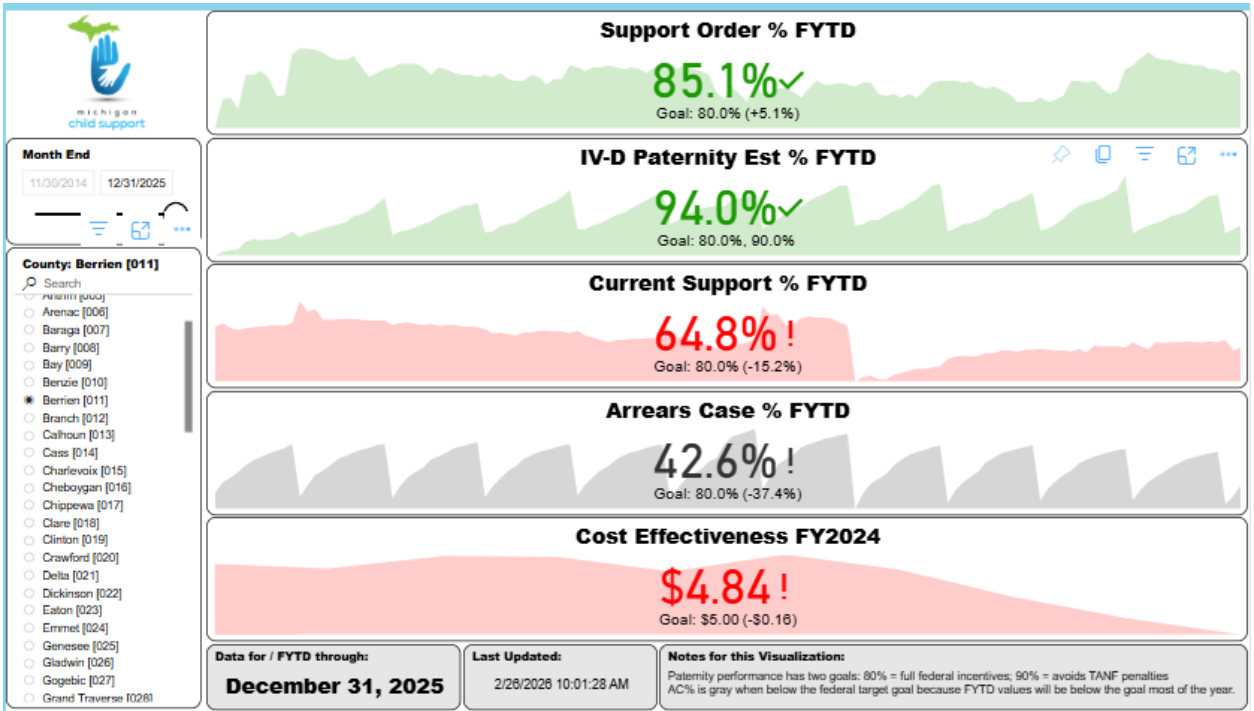
- Collected **\$9.78 million** in child and spousal support for families
- Generated **\$1.24 million in operational revenue**, with the majority reimbursed through federal and state programs
- Conducted **279 mediation conferences** to resolve disputes outside of court
- Completed **532 investigations** and **397 referee hearings**
- Established **334 new court orders**

The office remains committed to ensuring that court orders are enforced fairly and efficiently while promoting dispute resolution practices that reduce conflict and benefit families and children.











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: 3/17/2026

DEPARTMENT: Administration

PREPARED BY: Administration

SUBJECT: Jail Screening Project Agreement - Ottenweller Contracting

SPECIFIC ACTION REQUESTED:

Review and approve agreement with Ottenweller Contracting for the Jail Screening Project.

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

Following a formal bid process, the BOC selected Ottenweller Contracting to install the identified solution to the inorganic discharge issues with the St. Joseph County Jail. This is a request to sign the agreement, in the amount of \$349,000.

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

The total already budgeted for the project accommodates this contract amount without requiring an amendment.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement ("Agreement") is by and between the **St. Joseph County Board of Commissioners** ("Owner") and **Ottenweller Contracting** ("Contractor").

Capitalized terms used in this Agreement and as not otherwise defined herein have the meanings stated in the General Conditions and the Supplementary Conditions which are attached hereto and incorporated into this Agreement.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
- A. Installation of New Dual Auger Screening System
 - B. Installation of Site Gravity Sanitary Sewers Improvements
 - C. Installation of Electrical Connection
 - D. Installation of Site Improvements and Restoration

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
- St. Joseph County Jail Wastewater Screening Improvements**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Jones Petrie Rafinski Corp.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. ~~The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

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4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **270** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **300** days after the date when the Contract Times commence to run.

~~4.04 *Milestones*~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s) (“Milestones”):~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$2,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner **\$2,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **\$(number)** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **\$(number)**.~~

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4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, ***the following Lump Sum Prices:***

A lump sum of \$349,000.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- ~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

- ~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)
\$_____.~~

~~*Deleted*~~

- ~~D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.~~

~~*Deleted*~~

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **TBD** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **95** percent of the value of the Work completed (with the balance being retainage).

- 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

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- b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion of the entire construction to be provided under the **construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

~~A. All amounts not paid when due will bear interest at the rate of [number] percent per annum.~~

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ARTICLE 7—CONTRACT DOCUMENTS7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **St. Joseph County Jail Wastewater Screening Improvements**
7. Special Provisions.
- ~~7. Drawings listed on the attached sheet index.~~

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8. Addenda (numbers **1** to **2**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. **Contractor's Bid (pages 1 to 87, inclusive).**
 - b. **Documentation submitted by Contractor prior to Notice of Award.**
 - 1) **Itemized Bid Proposal**
 - 2) **Receipt of Addenda**
 - 3) **Bid Bond**
 - 4) **Power of Attorney**
 - 5) **Financial Statement**
 - 6) **Qualification Statement**
10. The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.

- c. Change Orders.
- d. Field Orders.
- e. Warranty Bond, if any.

~~B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).~~

Deleted

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site, if any, that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in this Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of this Agreement.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 17th, 2026 (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Ottenweller Contracting, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

February 19, 2026
(date signed)

Name:

Ryan Ottenweller
(typed or printed)

Title:

President
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Angela Wede
(individual's signature)

Title:

Office Manager
(typed or printed)

Address for giving notices:

1220 Edsall Avenue
Fort Wayne, IN 46803

Designated Representative:

Name:

Ryan Ottenweller
(typed or printed)

Title:

President
(typed or printed)

Address:

1220 Edsall Avenue
Fort Wayne, IN 46803

Phone:

260-484-9183

Email:

ryan.ottenweller@ottenweller.com

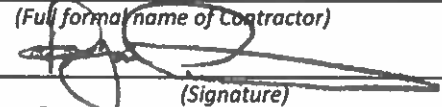


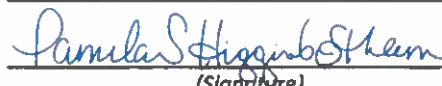
License No.:

(where applicable)

State:

PERFORMANCE BOND

Bond No.9491091

<p>Contractor</p> <p>Name: Ottenweller Contracting, LLC</p> <p>Address (principal place of business): 1220 Edsall Avenue Ft. Wayne, IN 46803</p>	<p>Surety</p> <p>Name: Fidelity and Deposit Company of Maryland</p> <p>Address (principal place of business): 1299 Zurich Way Schaumburg, IL 60196-1056</p>
<p>Owner</p> <p>Name: St. Joseph County Board of Commissioners</p> <p>Mailing address (principal place of business): 125 W Main Street Centerville, MI 49032</p>	<p>Contract</p> <p>Description (name and location): St. Joseph County Jail Wastewater Screening Improvements</p> <p>Contract Price: \$349,000.00</p> <p>Effective Date of Contract: March 17, 2026</p>
<p>Bond</p> <p>Bond Amount: \$349,000.00 Three Hundred Forty Nine Thousand Dollars and 00/100</p> <p>Date of Bond: March 17, 2026</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p>Ottenweller Contracting, LLC</p> <p><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p>Fidelity and Deposit Company of Maryland</p> <p><i>(Full formal name of Surety) (Corporate Seal)</i></p>
<p>By: <u></u> <i>(Signature)</i></p> <p>Name: <u>Ryan Ottenweller</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p>	<p>By: <u></u> <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: <u>Jennifer L. Kasznia</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p>
<p>Attest: <u></u> <i>(Signature)</i></p> <p>Name: <u>Angela Wedler</u> <i>(Printed or typed)</i></p> <p>Title: <u>Office Manager</u></p>	<p>Attest: <u></u> <i>(Signature)</i></p> <p>Name: <u>Pamela S. Higginbotham</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

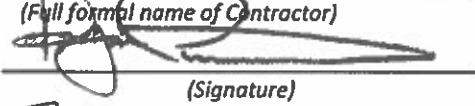

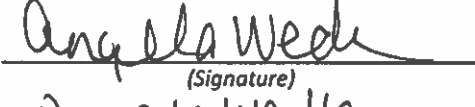

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

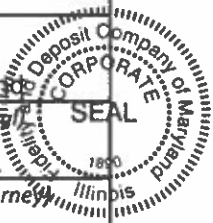
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

PAYMENT BOND

Bond No.9491091

Contractor Name: Ottenweller Contracting, LLC Address (principal place of business): 1220 Edsall Avenue Ft. Wayne, IN 46803	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way Schaumburg, IL 60196-1056
Owner Name: St. Joseph County Board of Commissioners Mailing address (principal place of business): 125 W Main Street Centerville, MI 49032	Contract Description (name and location): St. Joseph County Jail Wastewater Screening Improvements Contract Price: \$349,000.00 Effective Date of Contract: March 17, 2026
Bond Bond Amount: \$349,000.00 Three Hundred Forty Nine Thousand Dollars and 00/100 Date of Bond: March 17, 2026 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Ottenweller Contracting, LLC (Full formal name of Contractor)	Surety Fidelity and Deposit Company of Maryland (Full formal name of Surety) (Corporate Seal)
By: <u></u> (Signature)	By: <u></u> (Signature) (Attach Power of Attorney)
Name: <u>Ryan Ottenweller</u> (Printed or typed)	Name: <u>Jennifer L. Kasznia</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> (Signature)	Attest: <u></u> (Signature)
Name: <u>Angela Wedler</u> (Printed or typed)	Name: <u>Pamela S. Higginbotham</u> (Printed or typed)
Title: <u>Office Manager</u>	Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: [Describe modification or enter “None”]

Bond No. 9491091

Obligee: St. Joseph County Board of Commissioners

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Jennifer L. Kasznia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Mason
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8. of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of March, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



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: 3/17/2026

DEPARTMENT: Administration

PREPARED BY: Administration

SUBJECT: Jail Screening Project Services Agreement - JPR

SPECIFIC ACTION REQUESTED:

Review and approve agreement with Jones Petrie Rafinski (JPR) for additional engineering services in the jail screening project, to include construction administration and either full- or part-time construction inspection.

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

Engineering services from JPR were engaged to identify a solution to the inorganic discharge issues with the St. Joseph County Jail and this is a request to modify the proposal from April 2025 to include services that will supervise and inspect the work that is to be done by Ottenweller Contracting. The amount for construction administration and full-time construction inspection is \$67,000 or the amount for construction administration and part-time construction inspection is \$51,000, plus \$2,000 in allowances.

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

The total already budgeted for the project can accommodate either of the options without requiring an amendment.



February 10th, 2026

Teresa Cupp – County Administrator
St. Joseph County, Michigan
130 S. Clark Street
Centreville, MI 49032

**RE: ADDITIONAL ENGINEERING SERVICES FOR ST. JOSEPH COUNTY JAIL
WASTEWATER SCREENING IMPROVEMENTS PROJECT – CONSTRUCTION
ADMINISTRATION & CONSTRUCTION INSPECTION**

Dear Teresa,

Jones Petrie Rafinski Corp. (JPR) is very interested in assisting the County with the additional services for the above-referenced project. As you know we feel we are completely qualified to provide the services for Construction Administration and Construction Inspection that will assist the County in the construction of this infrastructure.

It is proposed that the original Scope of Services agreed upon in the original project proposal dated April 11th, 2025 be amended to include the following additional services:

Scope of Services:

Task 2 – Construction Administration

JPR Engineering Department staff will provide project oversight throughout the construction process, including the following:

- Attend and lead Pre-Construction Meeting
- Review and approve shop drawings
- Attend progress meetings
- Project site visits and meetings as needed
- Respond to contractor requests for information
- Review pay applications and make recommendations to the County
- Review change order requests and make recommendations to the County
- Provide accurate record drawings upon completion (Hard copy and electronic format).

Construction Administration fees are based on an expected 6-week construction time frame, and includes Engineer site visits for the Preconstruction Meeting, two (2) construction progress meetings, and one (1) additional site visit.

Task 3 – Construction Inspection

As a part of this task, JPR will provide either full-time or part-time construction inspection and Resident Project Representative (RPR) services for the duration of the construction project. Our scope of work will include the following:

- Document that project related designs and specifications are being followed
- Assist with coordination with any related County or private utility officials.
- Keep and maintain activity reports and generate and maintain a project record
- Monitor and verify progress and quantities of project pay items so that appropriate review of pay requests as discussed above can occur
- Provide accurate record drawings upon completion (Hard copy and electronic format).
- Inspect and witness material and equipment testing & startup (force main hydrostatic testing, tracer wire continuity testing, equipment startup, gravity sewer air testing, mandrel testing, vacuum testing, etc.)

Full-time inspection would include an RPR staff member on site throughout the duration of the construction of the project for every working day from the time that the Contractor begins work that day until the time work is finished for the day. Part-time inspection would include an RPR staff member on site for portions each day or for an RPR to make visits a few days per week. In either case, the construction timeline is estimated to take approximately 6 weeks from the time of mobilization until completion. Please indicate the level of Construction Inspection representation that you would like on the Proposal Acceptance sheet attached to this proposal.

Estimated Fees:

Fees for the above tasks are as follows:

Task 2	\$26,000.00	Lump Sum
Task 3a – Full Time	\$41,000.00	Lump Sum
or		
Task 3b – Part-Time	\$25,000.00	Lump Sum
TOTAL	\$67,000.00 or \$51,000.00	
Reimbursable Expenses:	\$2,000.00	Allowance

Reimbursable expenses will likely include the printing costs associated with printing hard copies of the Project Drawings and Project Manual. All reimbursable expenses will be paid upfront by JPR and passed on to you with a 10% markup. If you wish to avoid this markup, you can choose to provide us with a check to cover these items upon request.

Project Timeline:

JPR is prepared to begin the construction administration process for the St. Joseph County Jail Wastewater Screening Improvements project immediately. Construction inspection shall begin once construction begins on the project.

Exclusions and Assumptions:

Please be advised that the services and fees quoted above do not include the following activities:

- Out-of-scope services (services not encompassed within the above-described scope of work)
- Construction staking

Work will not commence on any excluded services unless and until approved in writing by the County.

If you have any questions about this proposal, please do not hesitate to contact me. If acceptable, please execute the proposal by signature where indicated, and return a copy to my attention by either mail or email at dbyam@jpr1source.com.

Again, thank you very much for this opportunity. We look forward to being of service.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel E. Byam", with a long horizontal flourish extending to the right.

Daniel E. Byam, PE
Senior Staff Engineer

PROPOSAL ACCEPTANCE

This **PROPOSAL FOR ADDITIONAL SERVICES** for the **ST. JOSEPH COUNTY JAIL WASTEWATER SCREENING IMPROVEMENTS PROJECT** is hereby accepted and authorization to proceed hereby granted:

Level of Construction Inspection Requested: Full-Time _____ Part-Time _____

Accepted By: _____ Date: _____

Printed Name and title: _____

Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ E-mail: _____

Please note: Jones Petrie Rafinski offers electronic invoicing if requested. Please sign below if you would prefer that option.

I prefer my invoice transmitted through electronic email: _____



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: March 2026

DEPARTMENT: Sheriff's Office

PREPARED BY: Undersheriff Northrop

SUBJECT: Recruitment & Hiring Incentive Program

SPECIFIC ACTION REQUESTED:

We ask the County Commission for an additional \$40,000.00 in funding to support a recruitment and hiring incentive program designed to address ongoing staffing shortages within the Sheriff's Office.

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

Like many law enforcement agencies across the state, the Sheriff's Office has experienced a continued loss of qualified licensed MCOLES deputies due to retirements and lateral transfers to other agencies. To remain competitive in recruiting qualified candidates, this funding will be used to either:

- Provide hiring incentives for currently licensed MCOLES law enforcement officers, or
- Sponsor up to three candidates through a MCOLES-certified police academy.

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

General fund, \$40,000, GL #101-301-706.130. Possible offset in revenue for these funds from MCOLES Public Safety Academy Assistance Program of \$20,000 per recruit. These funds are a reimbursement from MCOLES and are available only as funds last.



St. Joseph County Sheriff's Office

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

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

Recruitment & Hiring Incentive Program

History and Creation of the Program

We ask the County Commission for an additional \$40,000.00 in funding to support a recruitment and hiring incentive program designed to address ongoing staffing shortages within the Sheriff's Office. Like many law enforcement agencies across the state, the Sheriff's Office has experienced a continued loss of qualified licensed MCOLES deputies due to retirements and lateral transfers to other agencies. To remain competitive in recruiting qualified candidates, this funding will be used to either:

- Provide hiring incentives for currently licensed MCOLES law enforcement officers, or
- Sponsor up to three candidates through a MCOLES-certified police academy.

The following will document eligibility requirements and the process for award dissemination.

Eligibility:

- Applicants who are currently licensed through MCOLES and are hired during the program eligibility period will qualify for a \$15,000 hiring incentive, distributed as follows:
 - \$10,000 payment upon successful completion of the Field Training Officer (FTO) program
 - \$5,000 payment upon completion of four consecutive full-time years of service
- Applicants who are not currently licensed through MCOLES may be selected and sponsored by the Sheriff's Office to attend a MCOLES-approved police academy. Tuition, wages, and associated training expenses will be paid by the County during the academy period.

Process and Completion:

This program began on January 01, 2026, and will continue through the 2026 fiscal year. Candidates will have to fill out an application and pass the background check, physical, meet all MCOLES standards and requirements, and be formally hired by the St. Joseph County Sheriff's Office.

Disqualifiers:

- Applicants who do not successfully complete the Field Training Officer (FTO) program and four years of service in the Operations Division will not be eligible to receive the final \$5,000 incentive payment.

FAQ:

Q- What can disqualify someone from the initial \$5,000.00 hiring bonus after they are hired?

A- Those currently licensed through MCOLES and hired during the eligibility period but do not complete their FTO process will be disqualified.

Q – Am I eligible if I work here as a corrections officer but want to go to a MCOLES academy?

A– No. However, SJCSO will consider sponsoring your MCOLES Academy tuition and paying your wage while you attend.

Q – What is the estimated cost of academy sponsorship per recruit?

A– Tuition: \$14,350; Wages: \$12,800

Q – What are the benefits to the County?

A– Improves the Sheriff's Office ability to recruit qualified candidates, allows St. Joseph County to compete with neighboring agencies offering incentives, supports long-term staffing stability, ensures continued delivery of law enforcement services to county residents

**SHERIFF'S OFFICE OF THE COUNTY OF ST JOSEPH, MICHIGAN
SIGN-ON BONUS AGREEMENT**

THIS SIGN-ON BONUS AGREEMENT ("Agreement") is entered into this _____day of _____, 20__, by and between the Board of Commissioners of the County of St. Joseph, Michigan (the "Board of Commissioners"), the St. Joseph County, Michigan Sheriff, Chad Spence, and _____, an individual, (hereinafter, "Prospective Deputy").

WITNESSETH:

WHEREAS, the Sheriff's Office of the County of St. Joseph, Michigan ("SJCSO") employs licensed law enforcement deputies to protect and serve the citizens of St. Joseph County; and

WHEREAS, the Sheriff's Office has offered employment to Prospective Deputy as a SHERIFF'S OFFICE DEPUTY who meets SJCSO requirements as a Lateral Deputy and all MCOLES standards; and

WHEREAS, SJCSO wishes to bestow upon the Prospective Deputy a sign-on bonus ("Sign-on Bonus") as an incentive for the Prospective Deputy to accept employment with SJCSO and remain satisfactorily employed for at least four full years; and

WHEREAS, Prospective Deputy accepts the offer of a Sign-on Bonus pursuant to the terms and conditions of this Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants made herein, the parties hereby agree as follows:

AGREEMENT:

1. **SPECIAL COMPENSATION.** In exchange for Prospective Deputy's acceptance of employment with SJCSO and Prospective Deputy's other promises as stated in this Agreement, SJCSO will pay the Prospective Deputy a gross payment of \$10,000.00 upon hire, and another gross payment of \$5,000 upon the completion of probation. The total of the two payments (\$15,000) shall be referred to herein as the "Sign-on Bonus". These payments will be made to Prospective Deputy in his normal paychecks as follows:
 - \$10,000 paid in the Prospective Deputy's first paycheck with SJCSO.
 - \$5,000 paid in the first paycheck after the Prospective Deputy's successful completion of their Probationary Period (after completion of twelve (12) months of work).
2. The payments described herein will be subject to all state and federal standard deductions and withholdings, any deductions authorized from wages by Prospective Deputy, and any outstanding court orders, wage assignments and tax levies. The payments will be reported as income on the Prospective Deputy's IRS Form W-2. The payments shall not be included in

the Prospective Deputy's final average compensation or otherwise considered or included for purposes of retirement benefit calculations or salary increase.

3. In return for accepting the Sign-on Bonus as provided above, the Prospective Deputy agrees to work for the SJCSO as a fully sworn Sheriff's Office Deputy, on a regular and full-time basis for at least four years beginning on _____ and ending on _____ ("the Ending Date"). Should employment at SJCSO for the Prospective Deputy end prior to the Ending Date, the Prospective Deputy will be required to repay the Sign-on Bonus to the SJCSO in accordance with the terms and conditions found below under Payback Obligation.

4. Payback Obligation.

- A. In the event the Prospective Deputy's employment with the SJCSO terminates for any reason, except as provided by Section 6 of this Agreement, on or before the completion of the second full year of employment with SJCSO, the Prospective Deputy shall pay back the total sum (100%) of the Sign-on Bonus paid to Prospective Deputy by SJCSO as of the date of the termination.
 - B. In the event the Prospective Deputy's employment with the SJCSO terminates for any reason, except as provided by Section 6 of this Agreement, after completion of the second full year of employment but on or before the completion of the third full year of employment with SJCSO, the Prospective Deputy shall pay back fifty percent (50%) of the Sign-on Bonus paid by SJCSO.
 - C. In the event the Prospective Deputy's employment with the County of St. Joseph terminates for any reason, except as provided by Section 6 of this Agreement, after completion of the third full year of employment but on or before the completion of the fourth full year of employment with SJCSO, the Prospective Deputy shall pay back twenty-five percent (25%) of the Sign-on Bonus paid by SJCSO.
 - D. The Prospective Deputy agrees that any tax consequences borne because of the repayment of the Sign-on Bonus or any portion thereof will be the sole and exclusive responsibility of the Prospective Deputy.
 - E. The Prospective Deputy has 30 days from the end of their employment with SJCSO to pay all amounts owed under the Agreement. If the Prospective Deputy is delinquent in paying any amount owed under this Agreement, the SJCSO shall be entitled to interest at the rate of 10% per annum, plus Prospective Deputy will be responsible for paying SJCSO's court costs, and attorney's fees.
5. **Completion of Four Years of Service.** After the Prospective Deputy has completed four years of continuous employment with the County of St. Joseph, or in the event of total work-related disability, the Prospective Deputy shall have no obligation to pay the SJCSO back any portion of the Sign-on Bonus and this Agreement shall terminate. In the event of a duty-related death, the estate of the deceased Prospective Deputy will bear no duty to repay the Sign-on Bonus.
 6. In the event the Prospective Deputy is unable to work, is on administrative leave, relieved of duties, or is placed on a leave of absence at any time during the period of this Agreement

(prior to the Ending Date), the Prospective Deputy's recognized service, only in regard to the Sign-on Bonus, will be paused, and the required time to fulfill their obligations under this Agreement will be extended. Completion of Field Training and the Probationary Period may also be extended, in which case payment of the second installment of the Sign-on Bonus will be delayed.

7. In the event the Prospective Deputy leaves SJCSO without completing Four Years of Service for another police, sheriff, Sheriff's Office department or municipality, and as part of their employment with the new employer the Prospective Deputy receives a Sign-on Bonus or other compensation outside of normal wages, the terms regarding proration of the Sign-on Bonus that are outlined in Section 4(A) – (C) of this Agreement do not apply, and Prospective Deputy is obligated to pay back one hundred percent (100%) of the Sign-on Bonus paid by SJCSO.
8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and expressly supersedes any prior agreements between the Parties regarding the subject matter contained herein. No statement, promise or inducements made by either party or agents for either party, which are not contained in this written Agreement, and which pertain to the subject matter contained herein, shall be binding or valid. This Agreement may not be enlarged, modified, or altered, except in writing signed by both Parties.
9. **No Third-Party Beneficiary.** This Agreement is not intended to create, nor shall it be deemed to create, any right in any person or entity who is not a party to this Agreement and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.
10. **Severability.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.
11. **Assignment.** This Agreement is not assignable.
12. **Governing Law and Jurisdiction.** All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of Michigan, without regard to principles of conflict of laws and the Parties agree that St Joseph County, Michigan, District or Circuit Courts will have jurisdiction to decide any controversies arising under this agreement. No party to this Agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent either party from seeking any available remedies in a court of law with jurisdiction.

[Signatures on next page]

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

County of St. Joseph

Date

Title: _____

Attest:

By: _____
Date

Title: _____

PROSPECTIVE DEPUTY

By: _____

State of Michigan)
)ss
County of St Joseph)

Subscribed to and sworn before me a notary public for St. Joseph County Michigan this ____ day of _____, 202__.

_____, Notary Public
St. Joseph County, Michigan
Expiration:



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: County Commissioners

DEPARTMENT: Prosecuting Attorney

PREPARED BY: Deborah Davis

SUBJECT: Administrative Payment Processing Request

SPECIFIC ACTION REQUESTED:

The Prosecuting Attorney's Office requests placement on the Board agenda to facilitate administrative processing of payment for annual professional liability insurance coverage for assistant prosecutors and the elected Prosecuting Attorney. This request is submitted in order to allow the County's administrative and purchasing procedures to process the requested payment.

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

The annual premium for this coverage is approximately \$1,400.00. The expense will be paid entirely from the existing FY2026 Prosecutor's Office budget appropriation and does not require any additional county funds. The expenditure is within the Prosecutor's Office existing appropriation and does not require additional authorization beyond administrative processing. A budget amendment should also be processed to align the expenditure with the appropriate general ledger line item.

This insurance coverage provides professional liability protection for prosecutors performing their official duties, which is a necessary supplemental insurance policy as the Michigan Municipal Risk Management Authority (MMRMA) does not provide the coverage nor offer the coverage. This is a single-year premium, and there is no requirement to renew at the end of the year.

The expected cost is approximately \$1,400.00 for the annual premium, although an updated quote is being obtained due to the expiration of the prior quote on 2/28/2026. The updated quote is expected to be substantially similar. There is tax in the amount of \$35.00, although it is believed this may be tax exempt. +

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

Professional & Contractual Services GL 101-296-801.000

Funds can be transferred from any of the other GL line items as they are not restricted. I request the funds be transferred from GL 101-296-791.000 Subscriptions & Publications. Since negotiating a more fiscally-responsible cost from Thomson-Reuters for Westlaw access, there will be a surplus in this line item for FY2026.

PREMIUM QUOTATIONS
Lloyds London
National Association of Salaried Professionals Purchasing Group, Inc.
NDAA DISCIPLINARY PROCEEDINGS COSTS OF DEFENSE INSURANCE

DATE: February 9, 2026

RE: NDAA INSURANCE PREMIUM QUOTATIONS
INSURED: ST. JOSEPH COUNTY PROSECUTING ATTORNEY'S OFFICE
DATE OF EXPIRATION: N/A

ENDORSEMENT NO. NEW

ATTENTION: Ms. Deborah Davis
Prosecuting Attorney
St. Joseph County Prosecuting Attorney's Office
P O Box 250
Centreville, MI 49032

Dear Ms. Davis

We are pleased to provide you with the following premium quotation for the above captioned insurance:

Coverage: Disciplinary Proceedings Costs (costs of defense only)

Limit of Liability per claim/aggregate	Deductible each claim	Annual Premium	Select
\$25,000/\$100,000	\$750	\$900.00	[]
\$50,000/\$150,000	\$1,000	\$1,400.00	XXX

Special Conditions: This insurance coverage is a benefit of the National District Attorneys Association and it is required that all insureds be NDAA members in good standing.

Notes:

The NDAA Lawyers Professional Liability Insurance Policy is underwritten by the following insurance carrier(s): Lloyds London

This coverage is a benefit of NDAA membership. It is required Insureds be NDAA members in good standing.
In order to comply with individual state requirements, you must complete this section and remit full premium payment AND any taxes and/or fees as computed below.

A. Insert total premium for all option(s) chosen: \$ 1,400.00
B. Multiply amount in A by 2.5% MI Taxes and insert here: \$ 35.00
C. Add A + B and insert total (This is the total to remit): \$ 1,435.00

Premium must be received before February 28, 2026

Please remit your check for the full premium made payable to:

Complete Equity Markets, Inc.

Attention: Mike Powell
1190 Flex Court
Lake Zurich, IL 60047

Phone: (847) 541-0900 Toll-free: (800) 323-6234 Fax: (847) 541-0444

2/9/2026
Date processed

Deborah J. Davis
Name of person completing form 