



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, October 18, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENT
Designated for topics on the agenda only.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the October 04, 2023 Regular Meeting Minutes..... 1
- J. AGENDA ITEMS
 - 1. Resolution 23-16 Opposing Preempting Local Control for Solar & Wind Developments (*Executive 10/10/2023*) ... 5
 - 2. Resolution 23-17 Supporting Operation Greenlight for Veterans (*Executive 10/10/2023*)..... 7
 - 3. FOIA Coordinator Designation (*Executive 10/10/2023*) 9
 - 4. Prosecuting Attorneys Wage Increases (*Executive 10/10/2023*) 10
 - 5. Prosecuting Attorney’s Office New Case Management System (*Finance 10/12/2023*)..... 79
 - 6. Board of Canvassers Per Diem Increase (*Finance 10/12/2023*) 116
 - 7. Early Voting Inspectors’ Rates (*Finance 10/12/2023*) 117
 - 8. Revised Fiscal Year 2024 Budget Calendar (*Finance 10/12/2023*)..... 118
 - 9. Tigg’s Canteen Services Agreement (*Finance 10/12/2023*) 119
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
 - 1. 2024 Holiday Memo 120
 - 2. 2023 RAP – Wexford County Landfill Update 121
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, October 4, 2023

Meeting called to order at 4:00 p.m. by Chairman Taylor.

Roll Call: Present- Commissioners Jason Mitchell, Michael Musta, Ben Townsend, Kathleen Adams, Michael Bush, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bush to approve the agenda.

All in Favor.

Employee Recognition-

Brenda Stoll was acknowledged for her 10 years of service.

Presentation and Reports- *None*

Public Comment-*None*

Consent Agenda

1. Approval of the September 20, 2023 Regular Meeting Minutes
2. Acceptance of Resignation Wexford County Airport Authority
3. Acceptance of Resignation Pine River Natural River Zoning Review Board
4. Appointments to the Pine River Natural River Zoning Review Board

MOTION by Comm Musta, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Request for Additional Attorney in the Public Defender’s Office
MOTION by Comm Adams, seconded by Comm Bush to approve adding an additional Attorney position to the Public Defender’s roster effective October 04, 2023.

Roll Call: Motion passed unanimously.

2. Flu Clinic

MOTION by Comm Theobald, seconded by Comm Bush to approve Cadillac Family Physicians to provide on-site flu immunizations and for the County to pay the full \$35 for any Wexford County employee whose cost is not covered by insurance.

Roll Call: Motion passed 9-0.

3. Community Corrections P.A. 511 Grant Agreement
MOTION by Comm Theobald, seconded by Comm Bush to approve the presented Community Corrections P.A. 511 Grant Agreement for the period of October 01, 2023 to September 30, 2024 in the amount \$128,543.00, and authorize the Chairman to sign.

Roll Call: Motion Passed 8-0, with Commissioner Potter abstaining.

4. National Criminal History Program Grant Agreement
MOTION by Comm Bush, seconded by Comm Adams to approve the National Criminal History Grant Agreement in the amount of \$15,545.00 for the period of September 19, 2023, through September 30, 2024 and authorize the Chairman to sign.

Roll Call: Motion Passed 9-0.

5. Public Defender's Purchase Request
MOTION by Comm Baughan, seconded by Comm Theobald to approve the Public Defender's purchase request for file cabinets from Amazon in the amount of \$8,051.22.

Roll Call: Motion Passed 9-0.

6. Register of Deeds Purchase Request
MOTION by Comm Adams, seconded by Comm Theobald to approve the Register of Deeds' purchase request for fraudulent notification software from Tyler Technologies in the amount of \$800 annually, and an installation fee of \$6,600 and to waive the sealed bid process in accordance with Section I.5 of Policy D-1.0 Purchasing, Contracts, and Sales.

Ms. Bigger explained that the Register of Deeds office did obtain two bids for this, but they could not find a third because of the specificity of the software.

Roll Call: Motion passed unanimously.

7. AT&T Centrex Renewal Agreement
MOTION by Comm Theobald, seconded by Comm Bush to approve the annual AT&T Centrex Agreement and authorize the Chairman to sign.

Roll Call: Motion passed 9-0.

8. Fairgrounds Tractor Purchase

MOTION by Comm Baughan, seconded by Comm Theobald to approve the purchase of tractor and implements from Burnips Equipment in the amount of \$42,850 to come from fund balance.

Administrator Porterfield explained that they are finalizing contracts. The tractor will then be purchased by Fair, similar to the agreement for front end loader.

Comm Theobald reminded everyone that the County is responsible for those grounds, and they are helping us out.

Roll Call: Motion passed 9-0.

9. Budget Amendments

MOTION by Comm Theobald, seconded by Comm Bush to approve the Budget Amendments dated October 4, 2023.

**Wexford County Board of Commissioners
Amendments to the 2023 Budget Log**

BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2023-10-04	259-000-800.07	Contract Attorney		(\$25,000.00)
	259-000-727.00	Office Supplies		\$ 25,000.00
	Comment/Reasoning: Office Improvements			
2023-10-04	101-301-702.03	Permanent Employees		(\$43,860.00)
	101-301-957.00	Training		\$43,860.00
	Comment/Reasoning: Paying for the training of the 5 cadets in the academy, until the reimbursement is dispersed after their completion.			

Roll Call: Motion passed 9-0.

Administrator’s Report-

Administrator Porterfield explained that they attended the MAC Conference where they attended several classes. There is a lot of things being watched at the state level to see how it will affect the County.

He has been busy with meetings with Consumer’s Energy regarding the dam project. He also attended a Housing North meeting.

Mr. Porterfield also explained that the county has purchased the last piece of property by the jail. He is currently working with the city to make it one parcel. He also shared the news of the passing of Ron Vaughan.

Correspondence- *None.*

Public Comments-

Don Koshmider, Cadillac, informed everyone he believes the Covid-19 vaccines are poisonous. They are murdering us all and want us dead by 2030. Those that survive, will have to eat bugs. He encouraged everyone to watch Info Wars and not listen to 9&10 or Cadillac News. He requested a resolution regarding medical freedom be brought to the Board. He asked that they all educate themselves.

Liaison Reports-

Comm Theobald attended the Human Services Leadership Council. The United Way is also supporting a United We Smile program in Traverse City. The Salvation Army will be helping with rides. They have opened register to ring for the upcoming winter. She noted that Love Inc. has a free classroom for non-profit organizations. She also mentioned that the homeless shelter is currently on a waitlist.

Comm Taylor attended a Fairboard meeting. There is a demolition derby coming up.

Board Comments-

Comm Townsend thought Julie said enough.

Comm Adams was sad to hear of the passing of Ron Vaughan. She noted that the visitation was that night.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:15 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina M. Nyman, County Clerk

J.1.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

**RESOLUTION NO. 23-16
RESOLUTION OPPOSING ANY LEGISLATION PREEMPTING LOCAL CONTROL FOR
SOLAR AND WIND DEVELOPMENTS**

WHEREAS, Executive Directive 2020-10 aims to achieve 100 percent carbon neutrality in Michigan by 2050; and

WHEREAS, industry leaders have pledged to reduce carbon emissions to help achieve this goal; and

WHEREAS, efforts to expand renewable energy projects will continue to increase in this state; and

WHEREAS, the governor has proposed the Michigan Public Service Commission be the sole regulating authority for solar and wind projects to expedite these efforts; and

WHEREAS, by granting the Michigan Public Service Commission this authority, local control will be preempted; and

WHEREAS, should local control be preempted, a county, township, city or village would be unable to determine the location, size, setback distance, decibel level or any other criteria for a solar or wind facility; and

WHEREAS, should local control be preempted, a county, township, city, or village would be unable to determine requirements for construction, operation, use, or maintenance of a solar or wind facility; and

WHEREAS, if a county already has a solar or wind policy, practice, regulation, rule or ordinance on record it would be null and void; and

WHEREAS, all other types of energy facilities, while regulated by the Michigan Public Service Commission, must adhere to local zoning; and

WHEREAS, this proposal grants far more regulating authority to the Michigan Public Service Commission than for any other energy source; and

WHEREAS, the Michigan Association of Counties opposes any legislative action that may grant the Michigan Public Service Commission this power.

THEREFORE, BE IT RESOLVED, Wexford County opposes the pre-emption of local control in solar and wind siting and zoning.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

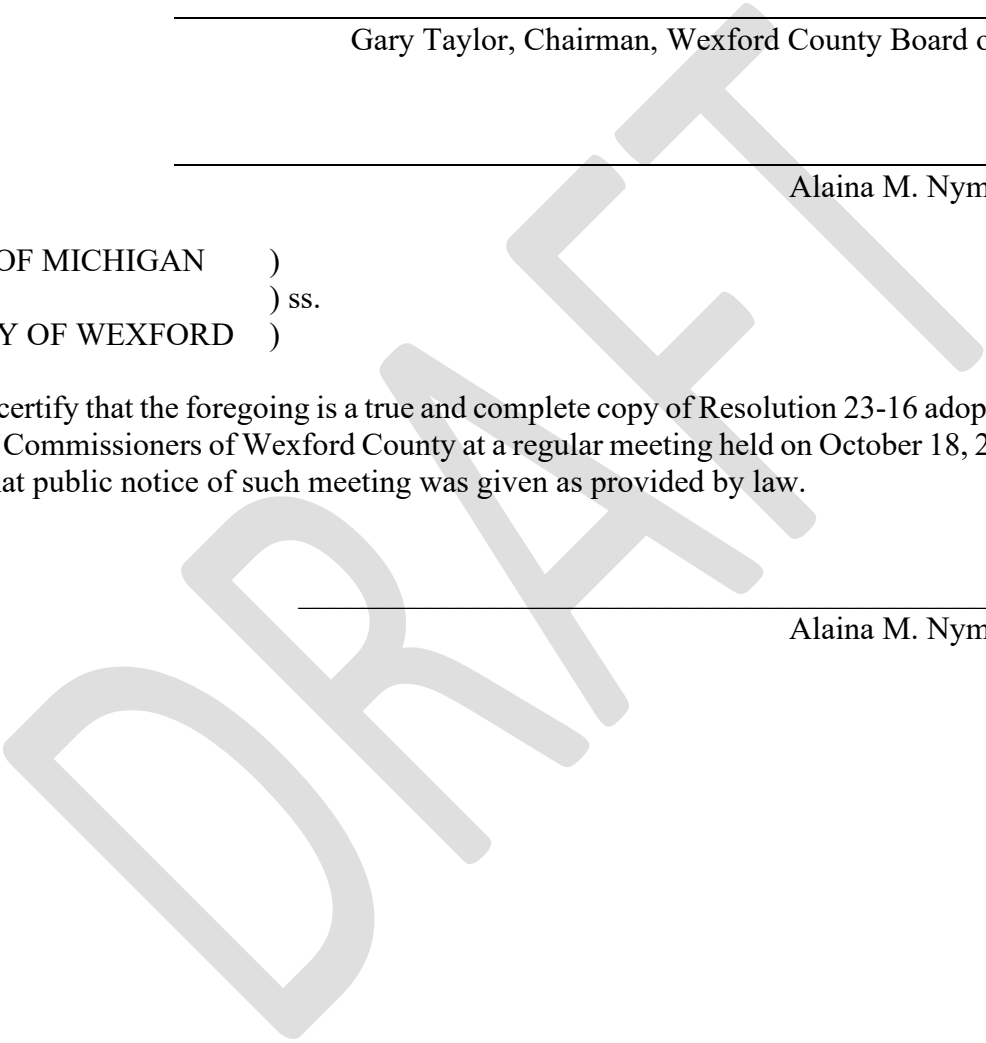
Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 23-16 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on October 18, 2023, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk



J.2.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

**RESOLUTION NO. 23-17
SUPPORTING OPERATION GREENLIGHT FOR VETERANS**

WHEREAS, the residents of Wexford County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Wexford County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm’s way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Wexford County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

RESOLVED, with designation as a Green Light for Veterans County, Wexford County hereby declares from October through Veterans Day, November 11th 2023 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service.

THEREFORE, BE IT FURTHER RESOLVED, that in observance of Operation Green Light, Wexford County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 6th through the 12th, 2023

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 23-17 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on October 18, 2023, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: October 18, 2023
SUBJECT: FOIA Coordinator Designation

SUMMARY OF ITEM TO BE PRESENTED:

Pursuant to County Policy C-7.0: Freedom of Information Act and MCL 15.236, the Chairperson of the Board of Commissioners is the FOIA Coordinator. The statute allows for the FOIA Coordinator (Chairperson) to designate another individual to act on his or her behalf as the FOIA Coordinator. In the past, the County Administrator has always acted as the FOIA Coordinator. During a recent FOIA training course the administrative staff attended, it was discovered the FOIA Coordinator should be designated in a written letter from the Board Chair.

RECOMMENDATION:

The Executive Committee forwards a recommendation that the Board Chair formally designate the Deputy County Administrator as the FOIA Coordinator and the Senior Executive Assistant as the Assistant FOIA Coordinator.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: October 18, 2023
SUBJECT: Prosecuting Attorneys Wage Increases

SUMMARY OF ITEM TO BE PRESENTED:

In order to be competitive with the recent attorney increases approved by the Michigan Indigent Defense Commission (MIDC) for the Public Defender’s Office, the Prosecutor is requesting that the Prosecuting Attorney’s salaries be increased. Below are the amounts he is requesting.

	<u>Current Rate</u>	<u>Requested Rate</u>
Prosecuting Attorney	\$97,294	\$120,000
Chief Prosecuting Attorney	\$71,272.50	\$92,500
Assistant Prosecuting Attorney	\$62,925	\$75,000
Assistant Prosecuting Attorney	\$62,925	\$75,000

Prosecutor Wiggins’ request and supporting data follows.

RECOMMENDATION:

The Executive Committee forwards a recommendation to the full board to set the top annual wage for the Prosecuting Attorney to \$120,000, for the Chief Prosecuting Attorney to \$92,500, and for the Assistant Prosecuting Attorneys to \$75,000 effective October 18, 2023.

Wexford County Prosecuting Attorney Salary Increase Request

OCTOBER 2023

The request before you is to increase the salaries of all attorney positions within the Wexford County Prosecuting Office. Currently, the office is made up of the one elected prosecutor, one chief assistant prosecutor and one assistant prosecutor. We are approved for another assistant prosecutor, however, that spot has been vacant since November of 2022 and we have only received two applications.

The current pay schedule is:

Prosecuting Attorney	\$97,294
Chief Prosecuting Attorney	\$71,272.50
Assistant Prosecuting Attorney	\$62,925
Assistant Prosecuting Attorney	\$56,950 to \$61,950 DOQ

I am requesting the salaries for these positions be increased to the following effective immediately

Prosecuting Attorney	\$120,000
Chief Prosecuting Attorney	\$92,500
Assistant Prosecuting Attorney	\$75,000
Assistant Prosecuting Attorney	\$60,000-\$90,000 DOQ

This increase request is based on several factors. First, as you aware, while the salaries paid by the County are very good salaries for our area, unfortunately, they have not kept up with the pay scale of attorneys, or other prosecutor offices. As I have mentioned several times to various committees and the full board, new attorneys are coming out of the law school and being offered upwards of \$70,000 per year in our geographical area. Second, the results of the July Michigan Bar Exam are generally released the last week of October or the first week of November. I believe it would be beneficial to have the new pay scale in place at the time of the release and hopefully draw some applicants with the new scale. Third, and less important than the other

reasons for the immediate request, is the fact that the public defenders received their increases this month as well.

Also, important to realize is that the requested raises are for current attorneys, based on their years of practice and experience. If we were to lose an attorney, they would be paid based on their qualifications and not necessarily on the requested rate today. So that you have a full picture of my 2024 budget request, I am requesting that a salary range be increased for the chief assistant position to a range of \$85,000-\$100,000 and for the assistant positions a range of \$60,000-\$90,000. These ranges, I believe will allow us to be competitive and also allow a pay increase incentive, as opposed to being locked in at a flat rate with really no room for advancement in pay. These ranges will also provide room for increase pay demands over several years.

I reviewed several factors when reaching these numbers. First, I compared our office to seven other prosecutor offices that are an easy drive from the Cadillac area. The counties I compared are Grand Traverse, Isabella, Manistee, Mecosta, Antrim, Missaukee and Clare. When looking at those counties, I used the annual Prosecuting Attorney Association of Michigan (PAAM) survey for the salaries and population, and the State Court Administrative Office (SCAO) dashboard for the number of case filings and trials. I compiled that information into a spread sheet and was able to determine several things. First, Wexford ranked 6th in the elected prosecutor pay. Second, we are 4th in population. Third, we ranked 4th in the number of new felonies filed in 2022. Fourth, despite being 4th in new felony filings, we ranked 2nd in the number of felony trials conducted in 2022. Fifth, despite being 4th in population, we ranked 1st in a per capita crime rate.¹ Attached is a copy the spreadsheets that I prepared. The yellow highlighted column is data that is being evaluated on the sheet, with Wexford being highlighted in blue.

I am also aware that the salaries that I am requesting for my office, are slightly more than what the Public Defender's office received. While I understand that there is a desire to keep all offices on par with each other, there is also a need to take into consideration, what each independent office does. To that end, attached is a description of the duties that a prosecutor has pursuant to various statutes and court rules. The yellow highlighting indicates responsibilities that the public defenders do not have. Importantly, there are a couple of things to note regarding this list. First it was originally created and provided to PAAM in approximately 2003, and I went through and updated the best that I could. Second, while these are duties that are required to be performed by the prosecutor's office, not all are conducted by our office. For example, our office no longer represents DHHS in abuse and neglect cases, as they have private counsel to represent them. However, we are still required to appear if ordered by the Probate Court, and that has happened on a few occasions.

I want to make sure that this request is not presented as an us versus them (prosecutor vs defender) argument. I am aware that they have requirements that my office does not have. For example, they have to meet with incarcerated defendants within a prescribed amount of time, they have required training requirements that we don't have, they also have grant reporting and

¹ The per capita crime rate is not a scientific calculation. It was calculated adding the number of total crimes charged in 2022 and divided that by the total population reported in the PAAM Survey.

case reporting that we don't have as well. Instead, I want the request to be based on the merits of what other offices in our area are paid, the workload requirements on our office and to ensure that positions can be filled as needed and that Wexford County does not become the next Houghton County.

I know that some of you have heard me mention that there are areas around the country where prosecutors are refusing to charge certain crimes because of staffing issues or that some prosecutors/district attorneys have resigned. A year or so ago, Kalkaska County lost their elected prosecutor for similar reasons and left the county with a chief assistant prosecutor who had less than a year experience as an attorney. Charlevoix lost their prosecutor and the position was filled by a Grand Traverse County assistant prosecuting attorney. Most recently is Houghton County. I have attached a Detroit News article that explains the issue. Essentially, the elected prosecutor was appointed judge and a new prosecutor was appointed. The newly appointed prosecutor was on the job for about two months before he resigned. He was unable to fill any of the assistant vacancies, and could not keep up with the caseload on his own. According to the PAAM survey, the pay was about \$108,000 and pursuant to the article the felony caseload was less than ours.

In regards to the caseload, it is worth pointing out that the Board of Commissioners recently approved the hiring of a fourth attorney for the defender's office based on the anticipated passage of a standard that limits the caseload of an indigent defense attorney. Unfortunately, there is no such standard for prosecutors. We are required to prosecute the files regardless of how many other cases we have pending, and that should be taken into account when setting a pay schedule. Earlier this year, the attorneys in my office started tracking the time they spent working. I myself was routinely over 60 hours per week, the chief assistant was between 40-50 hours and the assistant was between 40-45.

As I mentioned earlier, we are approaching the time of year for recent graduates and bar exam passers to begin looking for jobs. Some counties this year, have begun to increase the salaries of prosecutors. As you also know there is a prosecutor shortage across the country. Some local counties are also hiring assistant prosecuting attorneys. Those current postings are:

COUNTY	POSITION	PAY
Mecosta	Chief Assistant Prosecuting Atty	Starting: \$74,224-\$92,828
Mecosta	Assistant Prosecuting Atty	Starting: \$55,874 – \$69,876
Grand Traverse	Assistant Prosecuting Atty	Salary based on experience (\$57,864 to \$85,058)
Leelanau	Assistant Prosecuting Atty	Annual Salary of \$76,570.20
Isabella	Assistant Prosecuting Atty	\$58,517-\$72,323.63

While nobody can predict the future, the fact is that none of us will stay in these positions forever, and with the current state of affairs those that are willing to serve in public positions are becoming fewer and fewer. I would like to see Wexford County in a position to be ahead of the curve and be well situated where it is ready to pay what is necessary to draw from a qualified pool of applicants to fill the positions when they are vacated.² To that end, it is necessary to adjust the current pay of all the attorneys to make sure that they are adequately paid for the vital services they provide to Wexford County.

² While this office used to be staffed with persons who were local to the area, we are seeing that local attorneys are not applying for our open positions. Four of the last five assistants that have been hired since 2018 were from out of our area. One was terminated, one moved to the five lake area to retire in a few years, and was offered a better job and able to work remotely, one moved downstate to be closer to family and one moved down state for a different job and be closer to a significant other. The point is that if we don't want to become a stepping stone and draw from different pools of applicants we need to change our pay structure. I am not naive enough to think that pay is going to be the fix all, but I believe it will certainly help.

	A	B	C	D	E	F	G	H	I	J	K	L
1	COUNTY	PROS SALARY	CAPA SALARY	APA SALARY	2022 FELONIES	2022 NON TRAFFIC MISD	2022 TRAFFIC MISD	2022 DELINQUENCY	2022 CIR CT JURY TRIAL	2022 DIST CT JURY TRIAL	POPULATION	CRIME %
2	GRAND TRAV	144,000	85,900-125,100	50,000-108,600	511	1015	431	237	20	14	96,464	2.2
3	ISABELLA	127,500	94,500	58,500-78,800	662	811	408	310	5	4	64,447	3.3
4	MANISTEE	118,300	64,100-83,300	52,900-68,800	166	337	161	81	2	1	25,287	3.0
5	MECOSTA	114,000	78,700-98,400	55,900-69,900	297	463	492	127	2	1	40,720	3.4
6	ANTRIM	107,600	90,800	65,800	120	165	128	41	0	4	24,249	1.9
7	WEXFORD	97,300	57,000-71,300	57,000-62,000	348	441	383	110	11	3	34,196	3.7
8	MISSAUKEE	96,300	N/A	60,000	174	182	110	73	9	1	15,213	3.5
9	CLARE	93,600	70,900	65,000	356	394	197	78	2	0	31,352	3.3

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8	GRAND TRAV	144,000	85,900-125,100	50,000-108,600	511	1015	431	237	20	14	96,464	2.2
9	ANTRIM	107,600	90,800	65,800	120	165	128	41	0	4	24,249	1.9

	A	B	C	D	E	F	G	H	I	J	K	L
1	COUNTY	PROS SALARY	CAPA SALARY	APA SALARY	2022 FELONIES	2022 NON TRAFFIC MISD	2022 TRAFFIC MISD	2022 DELINQU ENCY	2022 CIR CT JURY TRIAL	2022 DIST CT JURY TRIAL	POPULATION	CRIME %
2	GRAND TRAV	144,000	85,900-125,100	50,000-108,600	511	1015	431	237	20	14	96,464	2.2
3	ISABELLA	127,500	94,500	58,500-78,800	662	811	408	310	5	4	64,447	3.3
4	MECOSTA	114,000	78,700-98,400	55,900-69,900	297	463	492	127	2	1	40,720	3.4
5	WEXFORD	97,300	57,000-71,300	57,000-62,000	348	441	383	110	11	3	34,196	3.7
6	CLARE	93,600	70,900	65,000	356	394	197	78	2	0	31,352	3.3
7	MANISTEE	118,300	64,100-83,300	52,900-68,800	166	337	161	81	2	1	25,287	3.0
8	ANTRIM	107,600	90,800	65,800	120	165	128	41	0	4	24,249	1.9
9	MISSAUKEE	96,300	N/A	60,000	174	182	110	73	9	1	15,213	3.5

**Prosecuting Attorneys Coordinating Council
2023 Annual Prosecution Survey**

(All Dollar Figures are Rounded to the Nearest Thousand)

	County (Population Order)	Population	STAFFING							BUDGET	PA INFORMATION					STAFF SALARY RANGES									
			CAPA	APA	Office Mgr./ Adm.	Victim Witness Staff	Clerical	Crim. Invest.	Child Support Invest.		Other	Total Office Budget (From All Sources)	PA Status	Civil Counsel	County Paid Bar Dues	Provides On-Call Pay	PA Salary	CAPA	APA	Office Mgr./Adm.	Victim Witness Staff	Clerical	Criminal Investigator	Child Support Investigator	Other
1	Wayne	1,757,043	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	
2	Oakland	1,269,431	1	91	0	8	52	7.0	3	9	26,205.5	A	NO	YES	YES	177.4	152.5-182.2	69.-160.1	0.0	54.6-84.9	33.3-77.0	58.0-83.2	58.0-83.2	52.1-69.9	
3	Macomb	874,195	1	70	3	9	44	4	5	0	19,685.9	A	NO	YES	NO	162.5	99.2-141.2	70.9-134.3	48.4-100.9	44.0-62.7	33.1-62.7	53.3-75.8	53.3-75.8	0.0	
4	Kent	659,083	1	36	3	10	25	0	5	0	9825.0*	A	NO	YES	NO	188.0	136.7-149.7	72.8-136.7	60.8-99.2	37.6-74.3	37.6-58.9	0.0	50.6-67.9	0.0	
5	Genesee	401,983	1	26	1	4	28	4	0	1	10,000.0	A	YES	YES	YES	164.9	118.1	66.9-104.8	56.5-63.9	55.4-71.0	40.0-57.6	71.0	0.0	115.7	
6	Washtenaw	366,376	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	
7	Ingham	284,108	1	32.5	1	6	18	0	3	2	8,000.0	A	NO	YES	YES	145.8	124.7-149.7	66.5-114.0	75.4-90.5	44.0-52.5	37.0-65.8	0.0	48.6-53.8	48.6-53.8	
8	Ottawa	300,873	1	13	2	4	10	0	0	2	5,170.2	A	NO	YES	YES	165.7	109.4-142.2	75.9-122.0	66.2-86.2	38.5-57.3	38.5-57.3	0.0	0.0	47.2-70.3	
9	Kalamazoo	261,173	1	25	1	10	16	0	3	4	5,885.3	A	NO	YES	NO	162.9	120.1-164.4	68.1-117.0	95.7-131.0	54.3-74.3	43.3-83.3	0.0	54.3-74.3	95.7-131.0	
10	Livingston	196,161	1	11	1	3	10	0	0	0	2,578.5	B	NO	YES	NO	158.7	109.9-139.2	81.8-122.6	55.0-69.7	40.3-51.0	40.3-59.0	0.0	0.0	0.0	
11	Saginaw	188,330	1	22	1	3	13	1	0	1	6,080.5	B	NO	YES	YES	151.4	97.6-128.6	64.4-98.0	56.8-74.8	28.3-61.1	28.3-48.9	49.6-65.4	0.0	69.6-91.7	
12	Muskegon	176,565	1	17	1	5	8	0	0	0	3,808.1	B	NO	YES	NO	157.0	98.5-122.7	54.0-111.9	67.0-84.4	32.3-43.2	36.5-50.0	0.0	0.0	0.0	
13	St. Clair	160,151	1	14.5	2	2.5	9.5	2	0	0	3,406.8	B	NO	YES	YES	144.4	94.7-124.7	61.5-81.0	45.0-59.2	37.0-48.6	37.0-48.6	50.6-66.6	0.0	0.0	
14	Jackson	160,066	1	9	1	4	6.5	0	0	0	1,834.0	B	NO	YES	YES	130.3	106.6-133.6	71.9-106.4	60.2-78.3	37.2-64.7	37.2-48.4	0.0	0.0	0.0	
15	Berrien	152,900	1	19	1	5	9	0	0	1	4,358.2	B	NO	YES	NO	144.2	100.2-134.3	59.4-105.9	54.0-72.3	36.0-72.3	32.7-42.7	0.0	0.0	43.6-56.8	
16	Monroe	155,609	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
17	Calhoun	133,289	1	18	1	6	9	1.5	0	4	3,294.2	A	NO	YES	YES	142.6	125.1	61.2-112.8	51.6-65.9	37.7-58.1	32.7-50.6	49.8-59.8	0.0	37.4-52.0	
18	Allegan	121,210	1	9	0	1.5	8	1	0	0	2,133.0	A	NO	YES	YES	126.7	108.3	71.1-95.9	0.0	50.5-66.1	46.8-61.2	54.4-71.1	0.0	0.0	
19	Eaton	108,992	1	9	1	2	9	2	0	0	3,138.7	B	NO	YES	YES	1260.1	80.3-104.4	58.6-90.4	40.0-52.0	36.3-52.0	32.3-47.2	53.3-69.3	0.0	0.0	
20	Bay	102,821	1	7	0	2	8	0	1	0	2,441.4	A	NO	YES	NO	124.5	86.2-107.2	70.1-88.8	0.0	49.9-61.2	34.9-45.7	0.0	52.6-61.2	0.0	
21	Lenawee	98,567	1	9	1	2	11	1	0	1	2,556.5	A	NO	YES	NO	139.9	95.9-110.4	40.5-100.0	42.4-48.8	32.7-43.5	29.1-43.5	60.0-68.9	0.0	45.6-52.2	
22	Grand Traverse	96,464	1	6	1	2	4	0	1	0	425.1	B	NO	YES	YES	144.3	85.9-125.1	50.0-108.6	45.5-65.7	36.4-58.0	34.1-49.3	0.0	36.4-52.7	0.0	
23	Lapeer	88,780	1	5	0	2	5	0	1	0	1,963.7	A	YES	YES	YES	129.2	121.7	67.7-112.7	0.0	36.6-52.2	36.6-52.2	0.0	36.6-52.2	0.0	
24	Midland	83,674	1	6	1	2	3	0	1.5	0	1,958.3	A	NO	YES	NO	145.0	97.0-126.1	63.1-109.1	54.5-70.8	39.9-62.8	39.9-55.7	0.0	36.3-55.7	0.0	
25	Clinton	79,748	1	4	1	1	3	0	1	1	1,063.0	A	NO	YES	YES	126.4	81.7-99.3	69.9-85.0	45.6-54.8	47.8	38.5-46.2	0.0	49.0-58.9	20.2	

*** Estimated Data**

***** Data Not Available**

PA STATUS - CODE

- (A) Full-time; private practice prohibited by agreement with county.
- (B) Full-time; rarely or never handles private practice by choice.
- (C) Works 40 hours per week or more on official duties; some private practice.
- (D) Works less than 40 hours (avg.) on official duties; divides time with private practice.

PA STATUS AND SALARY

83 Counties = Average PA Salary: \$
 30 Counties = (A) "No Private Practice" agreement with county: \$
 41 Counties = (B) "No Private Practice" by choice: \$
 10 Counties = (C&D) "Some Private Practice": \$

Annual Estimates of the Resident Population for Counties in Michigan:

April 1, 2020 to July 1, 2022
 Source: U.S. Census Bureau, Population Division. CO-EST2022-POP

This report is compiled from a written response of most counties to PAAM's Annual Survey. Some counties do not respond, and other responses are incomplete; local processes for recording vary widely. We try to correct and minimize errors with telephone follow-up, but some information is not available, and some responses defy interpretation. Only through a contact with an individual county can any data in this report be verified.

Published: 06/08/23 (revised)

**Prosecuting Attorneys Coordinating Council
2023 Annual Prosecution Survey**

(All Dollar Figures are Rounded to the Nearest Thousand)

	County (Population Order)	Population	STAFFING							BUDGET	PA INFORMATION					STAFF SALARY RANGES									
			CAPA	APA	Office Mgr./ Adm.	Victim Witness Staff	Clerical	Crim. Invest.	Child Support Invest.		Other	Total Office Budget (From All Sources)	PA Status	Civil Counsel	County Paid Bar Dues	Provides On-Call Pay	PA Salary	CAPA	APA	Office Mgr./Adm.	Victim Witness Staff	Clerical	Criminal Investigator	Child Support Investigator	Other
26	Van Buren	75,692	1	5	1	2	3	0	0	0	1,059.7	A	NO	YES	YES	121.6	77.9-107.5	58.5-105.1	43.2-60.3	37.1-56.8	36.9-50.7	0.0	0.0	0.0	
27	Isabella	64,447	1	5	1	2	5	0	0	2	1,610.1	B	NO	YES	NO	127.5	94.5	58.5-78.8	40.7-50.3	38.5-47.6	29.1-42.6	0.0	0.0	4.0-33.1	
28	Shiawassee	68,022	1	3	1	1	2	1	0	0	1,060.9	B	NO	YES	NO	112.5	78.1-95.6	56.2-68.7	44.2-54.0	41.2-49.1	33.9-41.5	51.1-62.5	0.0	0.0	
29	Marquette	66,661	1	5	0	1	6	0	0	1	1,336.8	B	NO	YES	YES	122.7	75.3-91.4	52.8-73.9	0.0	45.8-55.3	34.4-45.1	0.0	0.0	45.0	
30	Ionia	66,809	1	3	1	1	1	0	1	0	550.0	B	NO	NO	YES	125.0	80.0-97.5	72.0-88.4	38.9-47.5	46.4-56.8	36.4-44.5	0.0	41.2-50.4	0.0	
31	Montcalm	67,433	1	3	1	1	3	0	0	0	871.0	B	NO	YES	NO	118.1	80.0	60.0-69.0	40.1	36.3-40.1	36.3-40.1	0.0	0.0	0.0	
32	Barry	63,554	1	3	1	1	2	0	0	0	1,001.4	A	NO	YES	NO	119.2	75.7-90.8	59.0-70.6	48.3-57.8	38.4-45.9	33.6-40.2	0.0	0.0	0.0	
33	St. Joseph	60,874	1	3	1	1	2	0	0	0	736.7	A	NO	NO	NO	119.1	72.2-93.9	51.8-83.7	40.0-52.1	17.9-23.3	17.9-23.3	0.0	0.0	0.0	
34	Tuscola	52,945	1	4	1	2	3	0	1	0	107.9	B	NO	YES	YES	108.9	66.3-77.8	66.3-77.8	52.0	55.4	17.3-18.3		17.3-18.3	0.0	
35	Cass	51,403	1	4	1	2	3	1	1	0	1,220	A	NO	YES	NO	122	78.1-101.6	55.8-80.0	55.8-72.6	37.9-49.2	37.9-49.2	43.7-56.7	43.7-56.7	0.0	
36	Newaygo	50,886	1	2	1	1	4	0	0	0	1,172.1	A	NO	YES	YES	122.9	70.5-82.9	60.4-76.0	48.3-56.8	32.9-38.7	36.0-45.7	0.0	0.0	0.0	
37	Hillsdale	45,762	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
38	Branch	44,531	1	1	0	1	3.0	1	0	0	500.0	B	YES	YES	NO	116.0	79.0-98.0	69.0-85.0	0.0	30.8-38.5	30.8-38.5	52.0	0.0	0.0	
39	Mecosta	40,720	1	1	0	0	0	0	0	0	543.5	A	YES	YES	NO	114.0	78.7-98.4	55.9-69.9	0.0	0.0	0.0	0.0	0.0	0.0	
40	Sanilac	40,657	1	2	1	1	2	0	1	0	700.0*	B	YES	YES	NO	105.0	62.3-77.8	55.5-69.3	38.4-48.0	36.5-45.6	30.6-38.3	0.0	32.6-40.7	0.0	
41	Gratiot	41,100	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
42	Chippewa	36,293	1	1	1	1	2	0	0	0	586.0	B	NO	YES	NO	108.0	66.6-80.1	54.0-64.6	36.9-43.9	45.3-53.9	32.0-38.8	0.0	0.0	0.0	
43	Delta	36,741	1	0	1	1	2	0	0	0	909.2	B	YES	YES	NO	124.0	66.0-78.0	0	33.1-39.3	33.1-39.3	31.7-37.9	0.0	0.0	0.0	
44	Houghton	37,035	1	1	1	0	2	0	0	0	426.8	B	NO	YES	NO	108.6	62.6-77.0	57.2-70.2	40.8-48.3	0.0	37.3-43.6	0.0	0.0	0.0	
45	Wexford	34,196	1	2	1	1	2.5	0	1	0	774.8	B	NO	YES	NO	97.3	57.0-71.3	57.0-62.0	44.2-52.4	31.8-38.9	30.2-37.4	0.0	38.7-50.8	0.0	
46	Emmet	34,163	1	3	1	1	3	0	1	0	990.9	A	NO	YES	NO	116.6	78.5	66.2-71.6	60.2-65.0	47.0-47.1	47.0-47.1	0.0	47.0-47.1	0.0	
47	Huron	31,248	1	2	0	1.5	1	0	1	0	786.0	B	NO	YES	NO	106.6	68.4-79.8	62.1-72.4	0.0	36.8-42.9	33.4-38.9	0.0	36.8-42.9	0.0	
48	Clare	31,352	1	2	1	1	3	0	1	0	348.9	B	NO	YES	YES	93.6	70.9	65.0	34.1-39.9	29.2-34.7	29.2-36.8	0.0	29.2-34.7	0.0	
49	Mason	29,409	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
50	Alpena	28,847	1	2	0	1.5	3	1	1	0	824.1	B	NO	YES	NO	94.0	73.3-81.0	64.7-71.4	0.0	36.9-40.8	36.8-43.4	16.8	0.0	0.0	
51	Oceana	26,973	1	1	1	0	1	0	0	0	511.6	B	Yes	YES	NO	103.0	30.2-39.1	30.2-39.1	19.4-25.0	0.0	15.8-20.3	0.0	0.0	15.8-20.3	
52	Charlevoix	26,293	1	2	0	1	3	0	0	0	740.0*	A	NO	YES	NO	110.1	86.9	56.2-81.1	0.0	49.1	35.0-40.0	0.0	0.0	0.0	
53	Gladwin	25,728	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
54	Cheboygan	25,940	1	1	1	1	2	0	1	0	788.1	B	NO	YES	NO	114.4	92.6	70.0	49.7	42.8	36.8-40.9	0.0	37.7-41.0	0.0	
55	Dickinson	25,874	1	1	0	1	2	0	0	0.5	688.1	A	YES	YES	YES	130.6	62.0-79.4	57.6-69.4	0.0	38.1-44.9	33.0-44.9	0.0	0.0	32.5-37.2	
56	Iosco	25,521	1	0	0	1	2	0	0	0	334.4	C	NO	YES	NO	90.4	60.0-61.2	0.0	0.0	35.0-37.9	35.0-37.9	0.0	0.0	0.0	
57	Otsego	25,644	1	1	1	1	3	0	0	1	718.8	B	NO	YES	NO	114.0	68.7-85.7	56.8-71.0	36.4-48.5	31.5-38.3	29.2-38.3	0.0	0.0	29.2-36.5	
58	Manistee	25,287	1	1	1	0.5	1	0	0	0	495	A	YES	YES	YES	118.3	64.1-83.3	52.9-68.8	35.6-46.3	32.7-42.5	32.7-42.5	0.0	0.0	0.0	
59	Roscommon	23,708	1	1	1	1	1	0	0	0	630.2	B	YES	YES	NO	98.4	71.9-86.3	53.6-64.3	33.6-40.0	38.2-45.8	29.2-35.0	0.0	0.0	0.0	

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County (Population Order)	Population	STAFFING								BUDGET Total Office Budget (From All Sources)	PA INFORMATION					STAFF SALARY RANGES								
		CAPA	APA	Office Mgr./ Adm.	Victim Witness Staff	Clerical	Crim. Invest.	Child Support Invest.	Other		PA Status	Civil Counsel	County Paid Bar Dues	Provides On-Call Pay	PA Salary	CAPA	APA	Office Mgr./Adm.	Victim Witness Staff	Clerical	Criminal Investigator	Child Support Investigator	Other	
60	Osceola	23,274	1	0	0	2	0	0	1	0	455.0*	B	NO	YES	NO	93.0	57.0-74.0	0	0.0	34.0-44.0	0	0.0	34.0-44.0	0.0
61	Antrim	24,249	1	1	1	1	2	0	0	0	726.7	B	NO	YES	YES	107.6	90.8	65.8	51.0	42.3	36.7-41.3	0.0	0.0	0.0
62	Menominee	23,266	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
63	Leelanau	22,870	1	1	1	1	1	0	0.6	0	806.8	A	NO	YES	NO	105.2	90.4	74.3	49.5	49.5	43.1		27.3	0.0
64	Ogemaw	20,970	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
65	Kalkaska	18,182	1	1	0	0	0	0	0	0	397.4	B	NO	YES	NO	90.0	60.0-62.0	38.0	0.0	0.0	0.0	0.0	0.0	0.0
66	Benzie	18,297	1	1	1	1	0	0	0	0	339.2	B	NO	YES	NO	97.9	70.5	61.5	37.8	36.9	0.0	0.0	0.0	0.0
67	Missaukee	15,213	0	1.0	1	1	1	0	0	0	450.7	B	NO	YES	NO	87.4	0.0	52.0	55.1	37.2	34.7	0.0	0.0	0.0
68	Arenac	15,089	0	1	0	1	1	0	0	1	287.5	D	NO	YES	NO	77.4	0.0	46.8-50.0	0.0	31.5	34	0.0	0.0	33.5
69	Crawford	13,491	1	0	1	0.75	0.5	0	0	0	386.6	B	YES	YES	NO	92.4	50.0-65.0	0.0	28.2-38.0	20.3-27.0	19.5-32.8	0.0	6.7-9.0	0.0
70	Gogebic	14,319	1	0	1	1	0	0	0	0	272.9	B	YES	YES	NO	85.5	63.7	0.0	42.6	40.0	0.0	0.0	0.0	0.0
71	Presque Isle	13,361	1	2	1	1	0	0	1	0	293.8	C	NO	YES	YES	86.0	90.0	48.0	40.0	35.0	0.0	0.0	37.0	0.0
72	Lake	12,594	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
73	Iron	11,622	0	0	0	1	1	0	0	0	268.9	A	NO	YES	NO	94.7	0.0	0.0	0.0	17.4-18.9	18.1-19.5	0.0	0.0	0.0
74	Mackinac	10,941	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
75	Alcona	10,417	0	0.30	1	0.5	0	0	0	0	288.8	C	Yes	YES	NO	90.0	0.0	30.0	26.0-43.0	14.0-18.0	0.0	0.0	0.0	0.0
76	Montmorency	9,569	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
77	Alger	8,807	0	0	1	1	0	0	0	0	274.8	B	NO	YES	NO	96.7	0.0	0.0	28.4-40.7	28.4-40.7	0.0	0.0	0.0	0.0
78	Oscoda	8,404	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
79	Baraga	8,277	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
80	Schoolcraft	8,188	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
81	Luce	5,330	0	0	1	0	0	0	0	0	213.8	C	NO	NO	NO	60.5	0.0	0.0	0.0	33.0	0.0	0.0	0.0	0.0
82	Ontonagon	5,863	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
83	Keweenaw	2,180	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***



Analysis of the Prosecutor Staffing Crisis among Michigan Counties

Prosecuting Attorneys Association of Michigan

PAAM Caseload Committee



April 2022
000023

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Analysis of the Prosecutor Staffing Crisis among Michigan Counties

Prosecuting Attorneys Association of Michigan April 2022

Summary

Purpose of this Study: The Prosecuting Attorneys Association of Michigan (PAAM) Caseload Committee conducted this study and prepared this report (“the Report”) in response to ongoing concerns regarding the increased demands on prosecutor offices and the unreasonable workloads resulting from those demands. The undisputed role of the prosecuting attorney in the criminal justice system is to seek justice. Though, on its face, this is a seemingly straightforward task, in the modern age of prosecution it is also an extremely complex one. New technologies, whether in the form of scientific evidence or body worn cameras, have significantly increased the time required to review warrants and prosecute cases. PAAM’s Caseload Committee prepared this report to help explain the multifaceted role of the modern prosecuting attorney and to discover whether there was a need for additional attorney staffing in the prosecutor offices that participated in the study.

There are eighty-three counties in Michigan. Twenty-eight counties participated in this study, which was conducted by examining caseloads of those offices in 2018 and the staffing levels of those same offices at the beginning of 2019. Throughout 2019, the Caseload Committee sought volunteers among county prosecutors to participate in this analysis and to help design the survey associated with this Report. The survey was circulated to counties in early 2020. Work on the project was delayed by the onset of the COVID-19 pandemic and prioritization of other projects. When work on the Report continued, the 2018 and 2019 data had already been collected and, fortuitously, represented a pre-COVID view of prosecutor staffing dynamics in Michigan. Since prosecutor staffing levels had not changed much in the intervening period, the decision was made to proceed with the analysis of the 2018 and 2019 data.

Figure 1 depicts the participating counties, shaded in blue. This study does not reflect any of the significant changes and case backlogs experienced by nearly every prosecutor’s office as the result of the COVID-19 pandemic. All data used in this study pre-dates the pandemic. This study relies, in part, upon the data found in the Adult Case Tracking (ACT) and Juvenile Case Tracking (JCT) systems. The data has not been independently verified.

The Key Findings, resulting from an analysis of nearly 2,000 pieces of data contributed by the twenty-eight participating counties, are as follows:

Key Findings:

- One hundred percent of the twenty-eight participating counties are understaffed.
- Eleven participating counties were more than ten attorneys short of the optimal level.
- Another eight participating counties were understaffed by four to eight attorneys.
- The prosecutor staffing shortage across all participating counties totaled 293 attorneys.

- The ten participating counties with the highest staffing shortfall are operating at or below 50 percent of their recommended attorney staffing levels.
- Another eleven participating counties have between 50 and 75 percent of the optimal number of attorneys.
- The shortages above only include time required for prosecution of adult and juvenile felony and misdemeanor cases. Examples of responsibilities not included in the shortfall number are attending specialty court hearings, representing the county in civil matters, attending child death review meetings, conducting veterans' preference hearings, coordinating with local Michigan Department of Health and Human Services (MDHHS) offices to adopt and implement child abuse and neglect investigation and interview protocols, and other matters. These additional duties significantly worsen the staffing shortfall.

Figure 1 – Participating Counties



Background and Introduction

In the years preceding this study, it seemed clear that, throughout the state, the workloads of Michigan’s prosecuting attorneys were increasing at a far greater rate than staffing levels. Prosecutors have the privilege and responsibility to represent the people of the State of Michigan. These responsibilities are unique to them within the criminal justice system, and within the legal profession in general. Michigan Rule of Professional Conduct (MRPC) 3.8 describes the special responsibilities required of prosecutors. The comment to MRPC 3.8 elaborates on these unique requirements explaining that “[a] prosecutor has the responsibility of a minister of justice and not simply that of an advocate. This responsibility carries with it specific obligations to see that the defendant is accorded procedural justice and that guilt is decided upon the basis of sufficient evidence.” The special expectations of prosecutors are appropriate, when considering the importance of their role in the criminal justice system. In fact, it is the prosecutor’s responsibility to protect the constitutional rights of all parties in a criminal case, as may be seen in the quote below from *Berger v United States*.

“The United States Attorney [a prosecutor in Federal Court] is the representative not of an ordinary party to a controversy, but of a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done. As such, he is in a peculiar and very definite sense the servant of the law, the twofold aim of which is that guilt shall not escape or innocence suffer. He may prosecute with earnestness and vigor – indeed, he should do so. But, while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one.” *Berger v United States*, 295 US 78, 88 (1935)

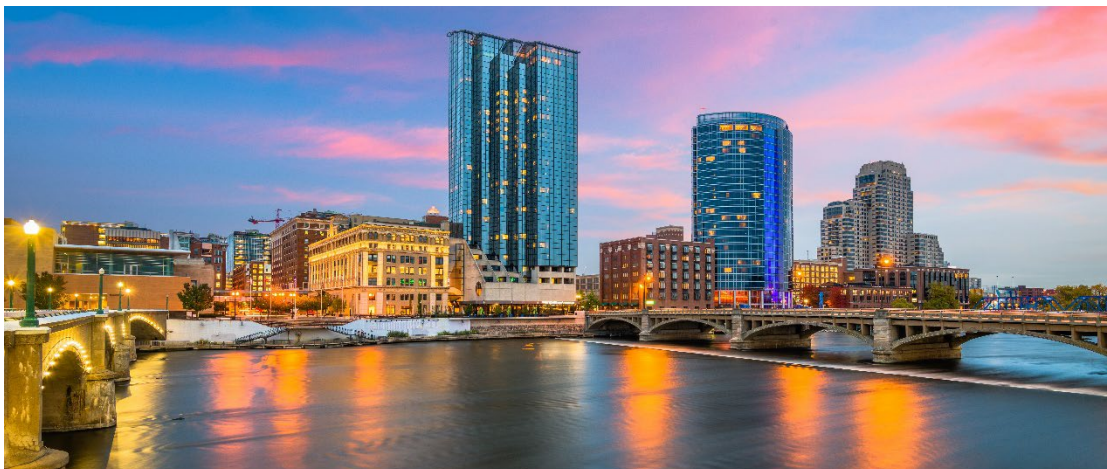
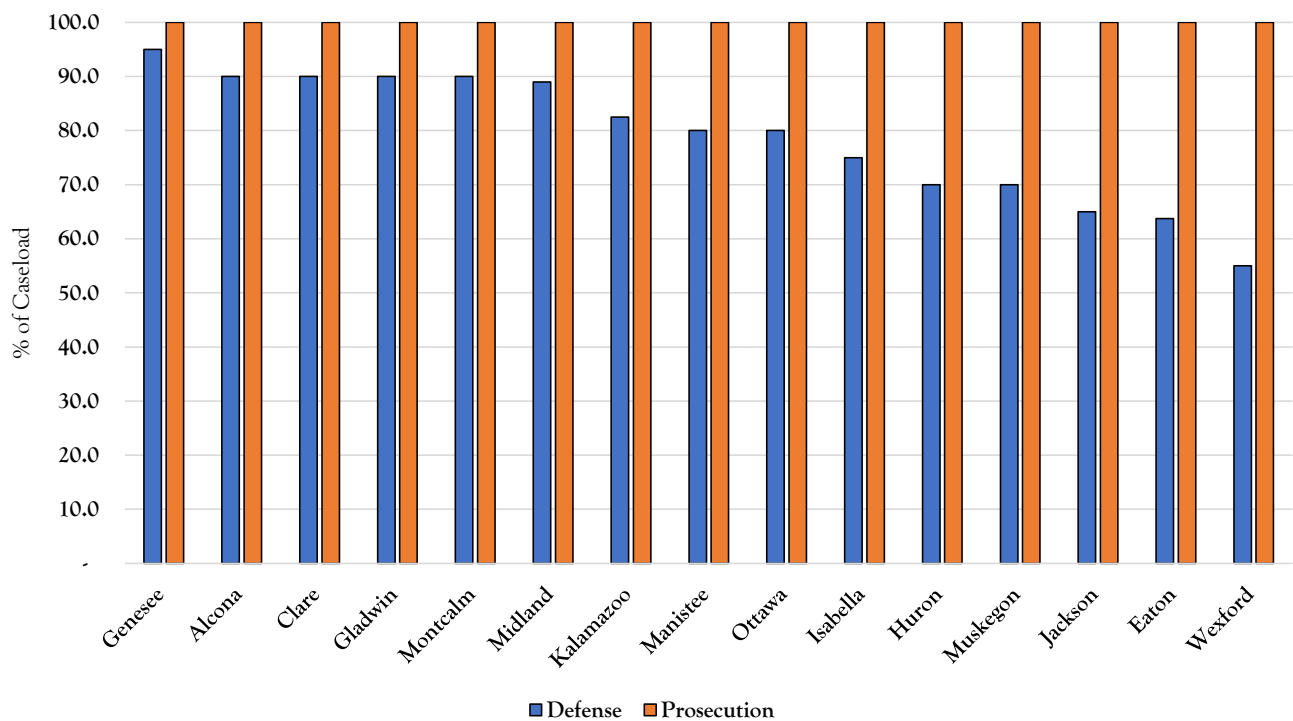
In a modern criminal investigation, evidence exists that did not exist a decade ago, or in some cases, even five years ago. Advances in DNA technologies, body worn cameras, patrol car videos, and other technological and scientific advances aid in providing greater certainty in prosecution. However, they also increase the amount of time it takes to prosecute a case. For example, many jurisdictions require police officers to wear body cameras and most patrol cars today are equipped with video cameras. While that technology is a welcome additional source of evidence in a case, it increases the time it takes to prosecute a case by anywhere from one hour to one hundred hours or more, depending on the type of case. Footage from body worn cameras must be reviewed for exculpatory evidence, in order for prosecutors to comply with their constitutional duties. Using scientific evidence requires understanding the science behind that evidence and consultation with the expert creating the report. The addition of these types of scientific and technological advances were often not accompanied by an increase in attorney staffing needed to deal with the increased time required to prosecute a case.

Michigan’s prosecutors serve their communities with great skill and dedication, despite the overwhelming and growing caseloads and staff shortages that the offices have been facing for years. Prosecutor offices are responsible for 100 percent of the criminal cases that come through their office. By contrast, the attorneys that represent indigent defendants litigate only a portion of the cases within a county after a case is authorized and when a defendant is not able to afford his/her own attorney. Figure 2 depicts the caseload differences between the prosecutors and indigent defense counsel in participating counties. As may be seen in the graph, in the fifteen participating counties that responded to this item, all authorized criminal cases have a county prosecutor assigned to them. Court appointed defense attorneys, however, are not utilized in 5 percent to

45 percent of all cases. This results in significantly lower total caseloads for court appointed defense attorneys than for prosecutors.

Because this study is conducted by PAAM’s Caseload Committee, and references information obtained from an indigent defense study, it is important to note the distinction in caseloads that exist between prosecutors and indigent defense attorneys. Prosecutors are responsible for reviewing all the warrants they receive. Upon review, the warrants are either authorized meaning the defendant is charged with a crime, sent back to the police agency for further investigation, or denied. The indigent defense attorneys become involved in the criminal case after the charges are authorized, meaning after the prosecutor has already done a significant amount of work on the case. Figure 2 addresses the caseload differences between the prosecutor offices and the indigent defense attorneys after the case has been authorized. It does not account for the work that is done by prosecutors prior to charges being authorized.

Figure 2 – Percentage of Authorized Criminal Cases that Receive a Court Appointed Attorney



Methodology

The participants that contributed the data analyzed in this Report represent diverse regions of the State of Michigan. There are counties from the Upper Peninsula, Metro Detroit, the Thumb area, Mid-Michigan, Northern Michigan, and Western Michigan. (See Figure 1 for a map of participating counties.) The offices range in size from over 170 attorneys to those with only one attorney. Offices participating in the study included both Republican and Democratic prosecutors. The twenty-eight participating counties are home to roughly 60 percent of the population of Michigan and include four of the five largest counties in the state. Thus, their responses are seen as being highly representative of the prosecutor staffing conditions throughout Michigan. The graphs included in this Report include data from all counties that responded to that item. Where there are fewer than twenty-eight counties included in a given graph, one or more participants did not respond to that question.

This Report includes an analysis of nearly 2,000 pieces of data that were contributed by the twenty-eight counties that participated in the associated survey. The overall approach to this analysis was to first estimate the total yearly attorney hours needed for prosecutors in each county to complete their primary mandates of prosecuting adult and juvenile misdemeanor and felony caseloads. This yielded the total attorney hours required by each county to complete their respective caseloads. A reasonable estimate of the annual hours worked by a typical prosecuting attorney was determined to be 1,855 hours per year. This accounts for 35 hours per week for prosecuting cases. This number does not include annual leave for sick or vacation time, training, or ministerial tasks. In the next step, dividing the total yearly attorney hours needed for prosecutors to complete their primary mandates by 1,855 hours results in the optimal number of attorneys required to handle a county's total caseload. These calculations can be illustrated as follows:

$\frac{\text{Number of Cases x Hours per Case}^1}{1,855 \text{ hours per attorney per year}} = \text{Optimal Number of Attorneys Needed}$ <p style="font-size: small; margin-top: 10px;">1) This step was repeated for each individual case type. Please see Figure 3 for estimated hours by case type.</p>

The final step of the attorney staffing analysis consisted of subtracting the optimal number of attorneys needed to prosecute each county's caseload from the number of attorneys actually employed by that county. A positive number would indicate that a county was overstaffed. No counties in this Report were found to be overstaffed. A negative number indicates an understaffed county in need of additional prosecutors to handle its primary criminal caseload. This calculation can be illustrated as follows:

$\text{Optimal Number of Attorneys Needed} - \text{Actual Number of Attorneys Employed} = \text{Attorney (Shortfall or Surplus)}$

Figure 3 provides the estimated hours of work needed to complete each case type. Since counties do not track the hours worked on each case, this key data point was determined by averaging the PAAM prosecutor case hours survey and Caseload Standards for Indigent Defenders in Michigan (“the Rand Study”). The average hours worked per case in these two prior studies were then reviewed by the PAAM Caseload Committee, ensuring their applicability to the types of cases reported by the participating counties. In every calculation used to measure the number of hours those caseloads would take to complete, the most conservative number was used to determine the outcome.

Figure 3 – Attorney Hours Worked

Estimated Attorney Hours Worked, by Case Type		Notes:
Misdemeanors	Avg. Case Hours (3)	
Additional uncategorized cases (1)	5.0	(1) Represents the minimum value reported for each category of crime.
90/93-day misdemeanors	5.0	
180-day misdemeanors (2)	5.3	(2) The Rand study, <u>Caseload Standards for Indigent Defenders in Michigan</u> (“Rand Study”) did not specify 180-day misdemeanors, so this figure represents the average of the PAAM prosecutor survey 180-day misdemeanor figure and the 93-day misdemeanor figure from the Rand Study.
1-year misdemeanors	7.2	
Felonies	Hours	
Additional uncategorized cases	12.8	
Capital cases	65.8	
High severity cases	20.9	
Low severity cases	12.8	(3) Average Case Hours were calculated as the average of the PAAM prosecutor case hours survey and the Rand Study. The 2002 APRI study was not utilized in calculating these averages, due to questions surrounding its relevance in light of the increased use of technology since that time.
Juvenile Misdemeanors	Hours	
Additional uncategorized cases	5.0	
90/93-day misdemeanors	5.0	
180-day misdemeanors	5.3	
1-year misdemeanors	7.2	(4) Assumed Annual Attorney Hours were derived from the Rand Study.
Juvenile Felonies	Hours	
Additional uncategorized cases	12.8	
Juvenile felony: Capital	65.8	
Juvenile felony: High severity	20.9	
Juvenile felony: Low severity	12.8	
Assumed Annual Attorney Hours (4)	1,855.0	

In addition to the calculations discussed previously, various prosecutor responsibilities were analyzed. The following additional prosecutor responsibilities further increase the understaffing conditions in county prosecutor offices statewide: specialty courts, abuse and neglect caseloads, child support caseloads, work on county civil cases performed by prosecutors, crime victims’ rights services provided, expungement reviews, discovery preparation, and other duties. These duties are discussed in greater detail in the “Additional Prosecutor Responsibilities” section of this Report.

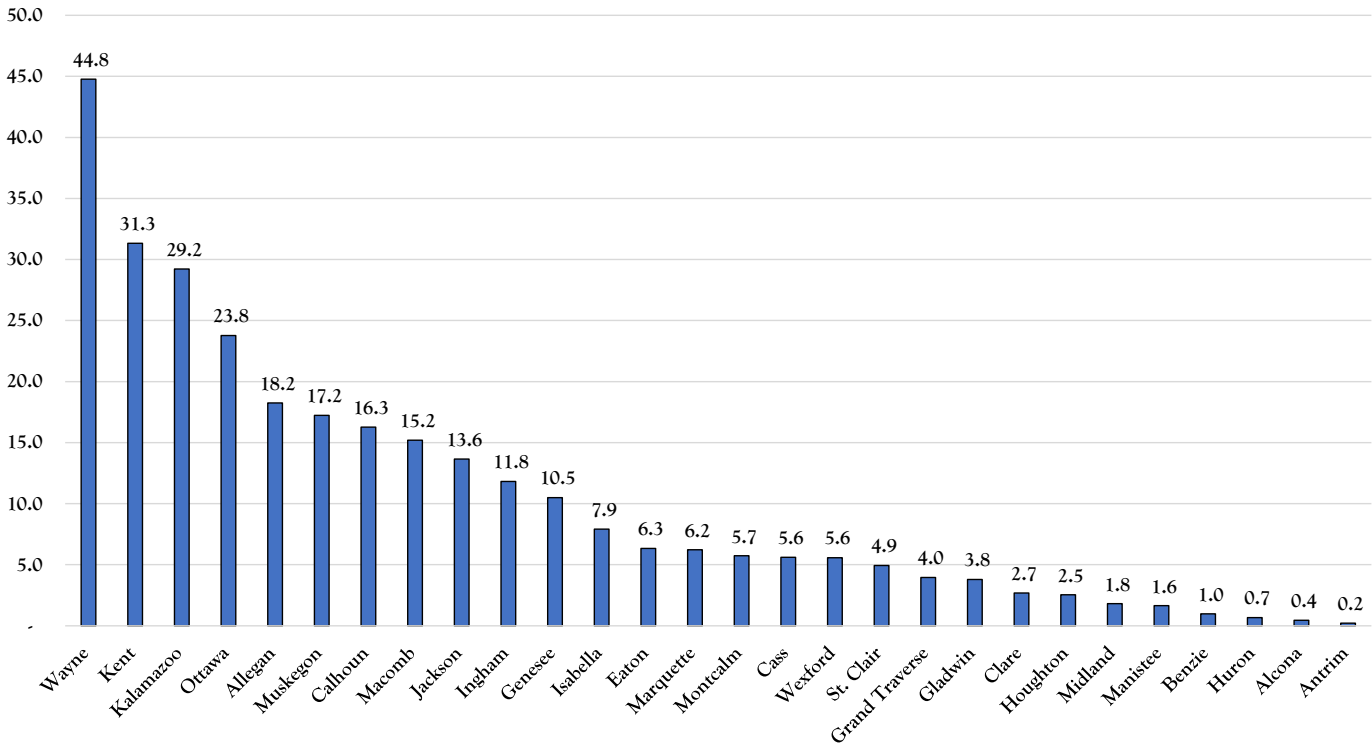
Docket Management and Case Requirements

The primary drivers used in determining the attorney shortfall for each county were the juvenile and adult misdemeanor and felony caseloads and the estimated attorney hours worked per case (presented in Figure 3). The survey conducted in connection with this Report gathered 2018 caseload data and staffing levels in the beginning of 2019 from the participating counties.

In every calculation used to measure the number of hours those caseloads would take to complete, the most conservative number was used to determine the outcome. Even viewing these numbers in the most conservative way, there was a startling shortage of 293 attorneys within the twenty-eight counties in the Report. Figure 4 illustrates the attorney shortage by county.

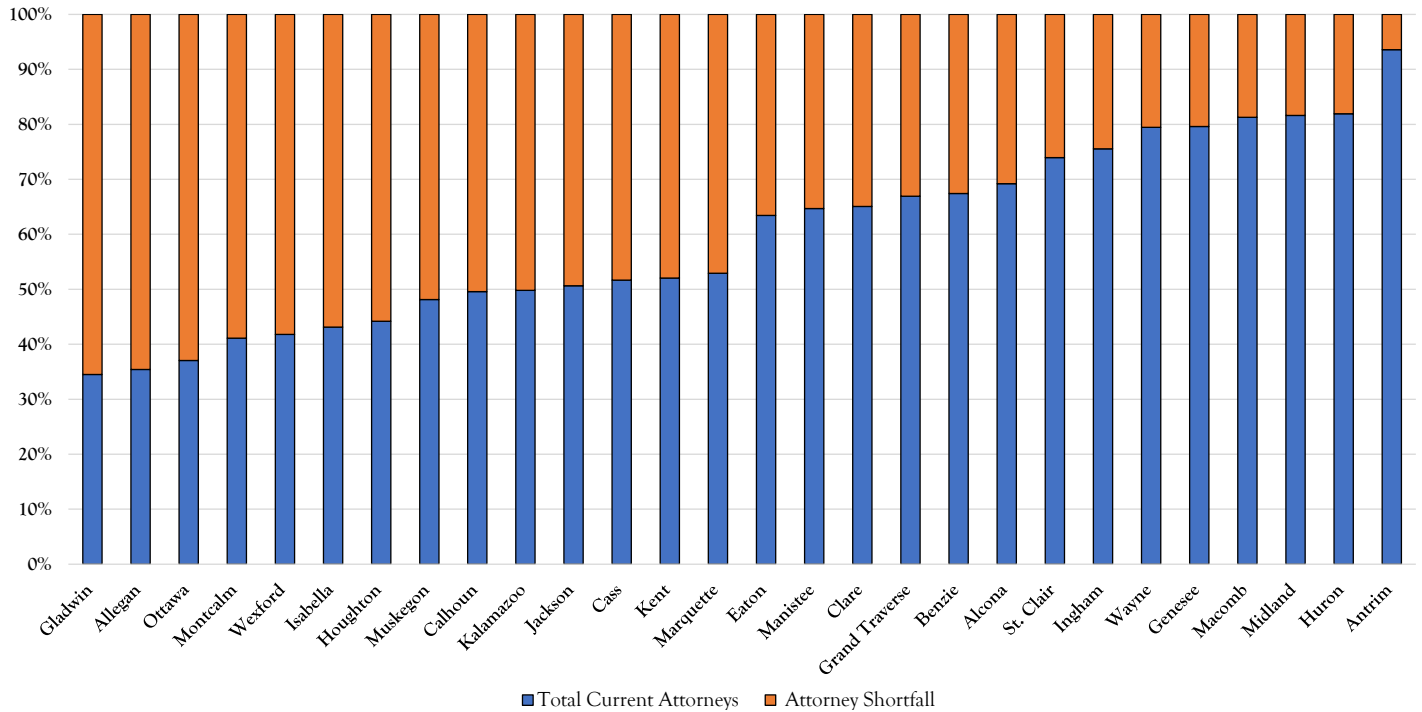
The following sections of this report show the varied and time-consuming tasks that are required of prosecutors, above and beyond managing adult and juvenile caseloads. Because every office was experiencing an attorney shortfall at the time of this study, the additional hours required to perform these non-docket related tasks, **increase** the attorney staffing shortfall for each county. In 2018, the attorney staffing shortage ranged from 44.8 attorneys in the most understaffed office to 0.2 in the office with the lowest deficit, as shown in Figure 4.

Figure 4 – Total Attorney Shortfall by County (2018)



The shortfall measured in the raw number of attorneys does not adequately convey the effect that such shortfalls have on the staffing needs of counties with smaller populations. Figure 5 illustrates the attorney shortfall as a percentage of the total staffing available in each office. Some smaller counties may only be one or two attorneys understaffed. However, because they are smaller, the percentage attorney shortfall can be as much as 30 to 50 percent. A percentage shortfall of that nature is just as significant to a small county as an actual 44.8 attorney shortfall is to a large county. Both instances leave the county with significant deficits of the number of attorneys needed to process their caseloads.

Figure 5 – Attorney Shortfall as a Percentage of Total Required Staffing (2018)



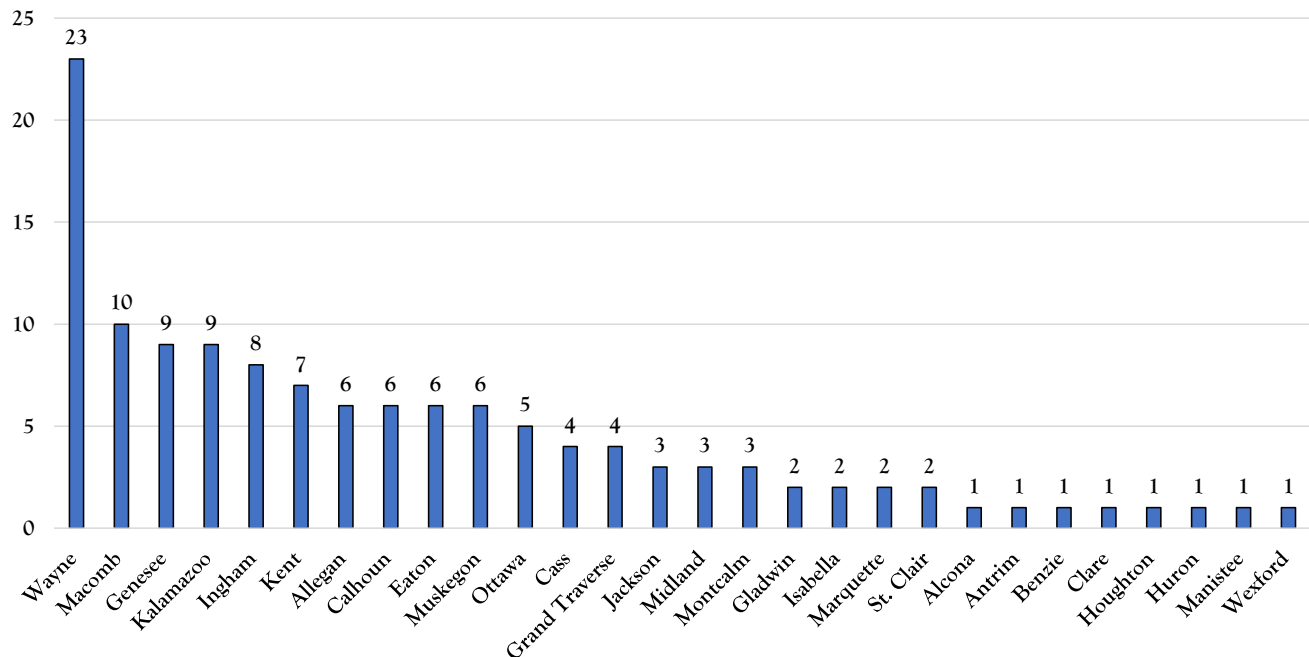
Additional Prosecutor Responsibilities

Citizens are often surprised at the breadth of responsibilities that their county prosecutors deal with on a regular basis. Some of these additional responsibilities are mandated by statute and some are voluntary, with the idea of justice and community safety at the forefront. The following charts and graphs provide a deeper look at some of these duties that increase the staffing shortages already existing in the participating counties.

Specialty Courts

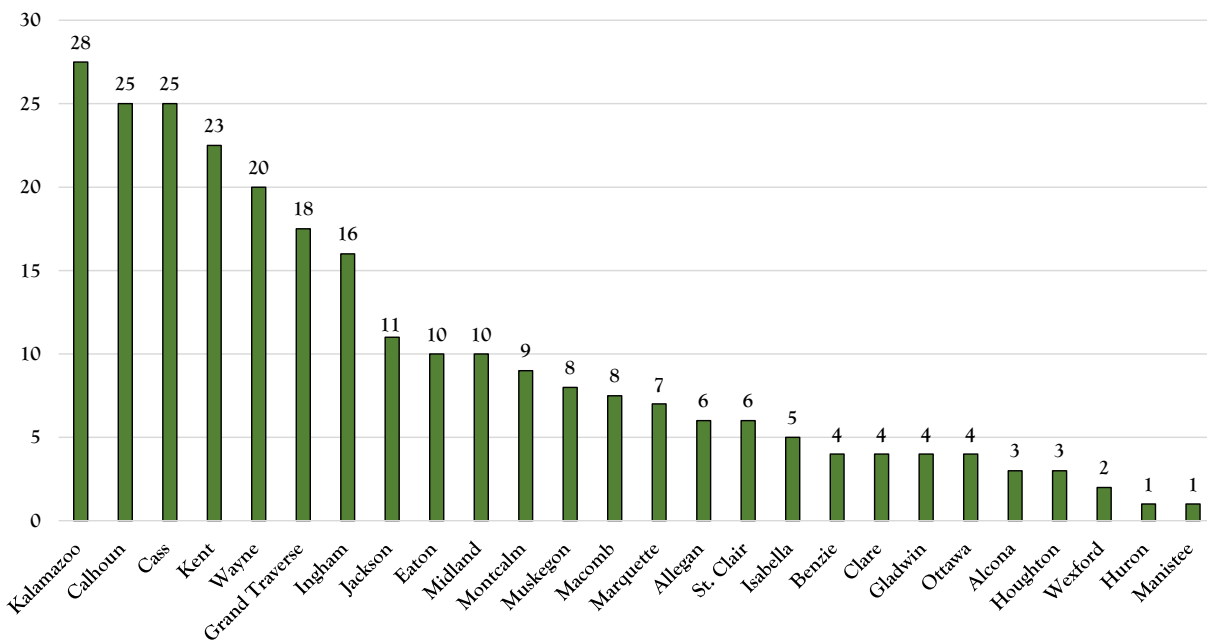
Specialty Courts (also referred to as problem-solving courts) can be convened when prosecutors agree to be involved in a non-standard court function, with the hope of obtaining justice and community safety. These courts are also an example of major time commitments that prosecutors take on while rarely receiving additional funding to hire the necessary attorneys to staff these courts. Specialty courts generally apply to one type of crime or defendant and offer treatment tailored to that specific crime or defendant, in lieu of jail sentences. Examples of specialty courts focused on a type of case are drug courts and domestic violence courts. Meanwhile, examples of courts focused on a certain type of defendant include veterans court and mental health court. Every county that participated in this study has at least one specialty court in their county. The number of specialty courts ranges from twenty-three at the highest to one court per county at the lowest, as shown in Figure 6.

Figure 6 – Number of Specialty Courts by County (2018)



In many cases, the specialty courts were added at the request of the local district or circuit court judges. Prosecutor participation is not only required for state and federal funding of the court, but it is also considered the best practice to promote defendant success. This is a role that prosecutors agree to take on for the good of the community, knowing that in very few circumstances will they receive any funding to hire staff to cover these court obligations. Figure 7 illustrates the number of hours counties spent per week staffing these specialty courts in their county. Although no one disputes that specialty courts have a place within the system to promote justice and community safety, it is time-consuming for attorneys to staff and prosecute these cases above and beyond their adult and juvenile dockets. Specialty courts often require the prosecutor to participate in team meetings with and without defendants present, in addition to the actual time spent in court on these cases.

Figure 7 – Weekly Attorney Hours Spent on Specialty Courts (2018)

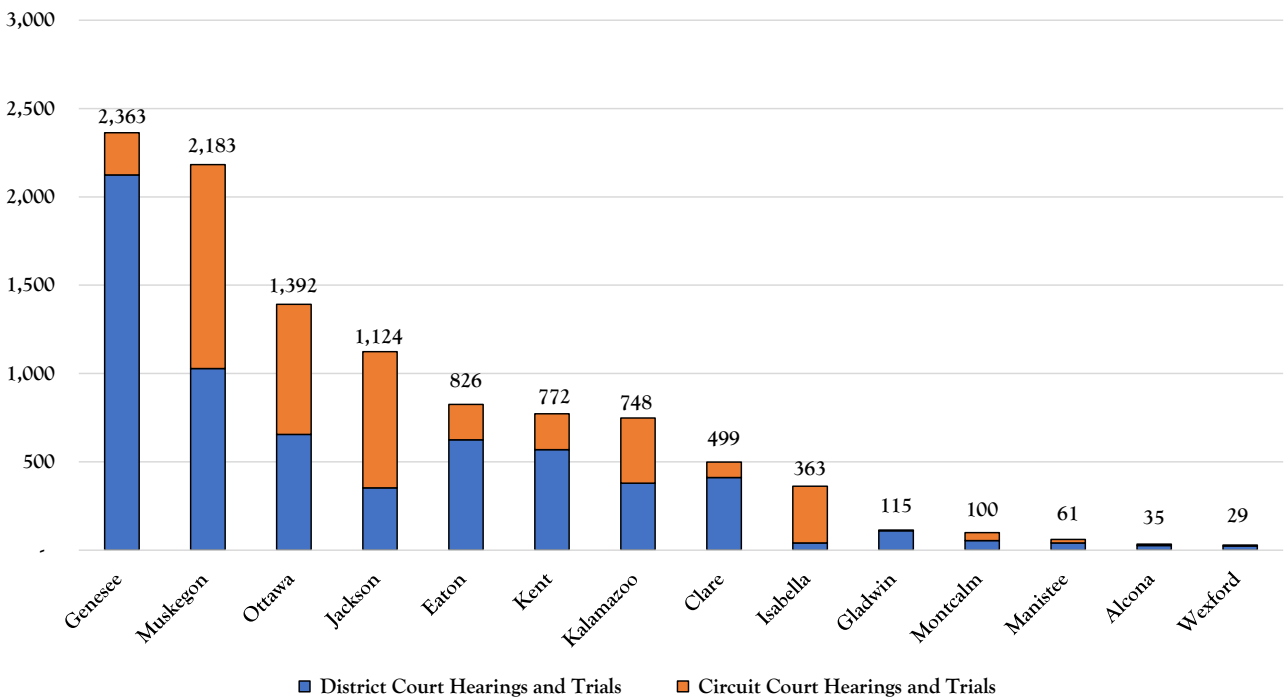


Crime Victims' Rights Act

This Report did not differentiate between crimes that require services to victims of crime as required by the Crime Victims' Rights Act (CVRA), and those that are technically considered victimless crimes. However, in reality, there is a significant increase in the time necessary to provide timely, respectful, and thorough information to victims of crime. Generally, less time is required to prosecute crimes that are not technically considered victim crimes. The number of victims in 2018 that received services varied by county. One county reported that over 10,000 victims received services, with a total of four counties providing services to more than 3,000 victims. Of the eighteen counties that provided this information, an average of 2,409 victims were provided with services.

Along with providing services to victims, the prosecutor must also subpoena all victims and witnesses that they need present for hearings and trials at both the district court and circuit court levels. Figure 8 shows that a wide range of subpoenas were issued by the counties. But, in every case, it is the prosecuting attorney that makes the decision as to who must appear for a certain hearing by reviewing the case file and deciding who should be subpoenaed to attend the hearing or trial.

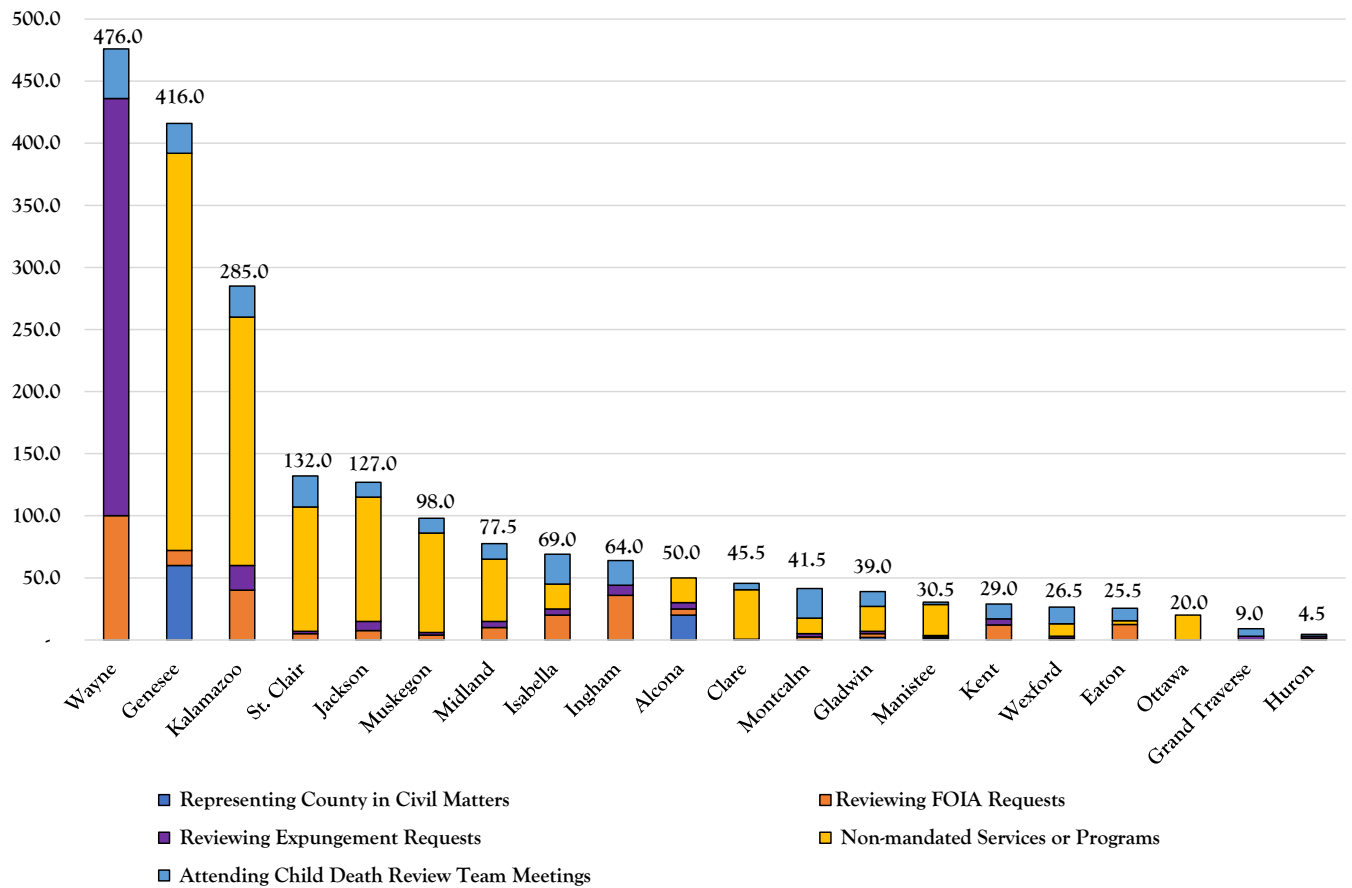
Figure 8 – Subpoenas Issued Monthly by County and Hearing Type (2018)



Non-mandatory Prosecutor Functions

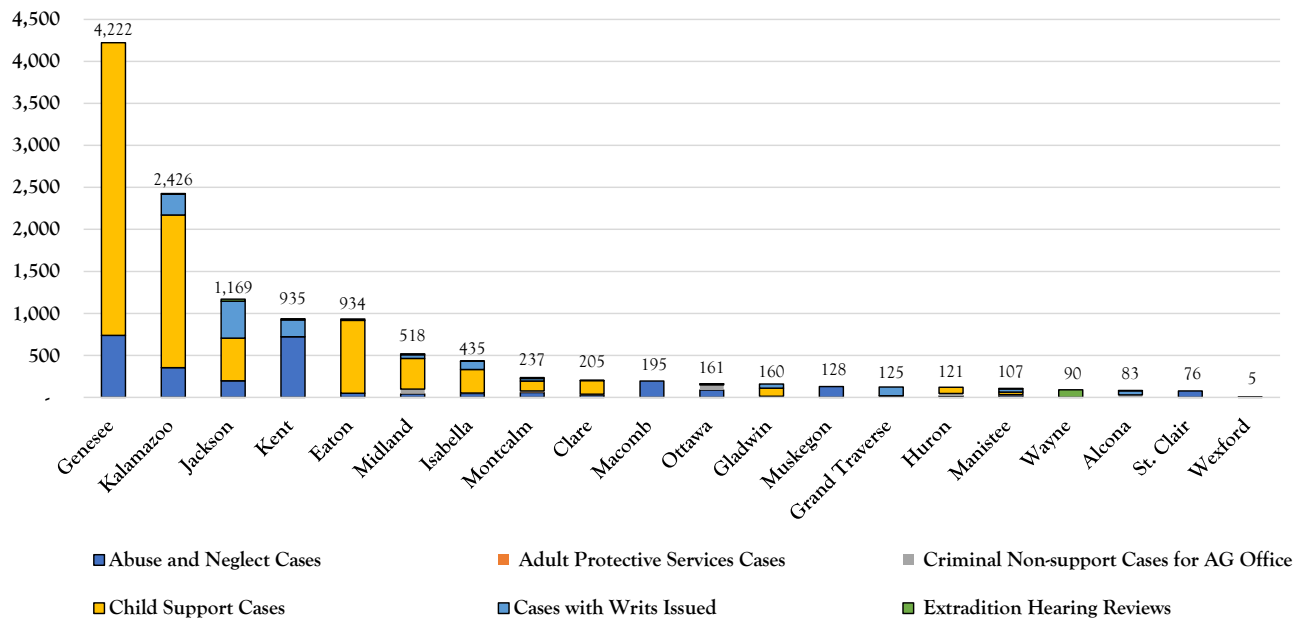
County prosecutors perform a variety of non-mandatory functions that are designed to provide enhanced services to their communities. In addition to prosecuting cases, counties review document requests under the Freedom of Information Act (FOIA), attend Child Death Review meetings, and review expungement requests. Some prosecutors represent their county in certain civil matters. Figure 9 provides some insight into the amount of time that is spent on responsibilities beyond prosecuting the criminal caseload. Regardless of size, location, or any other factor, these offices spend a significant amount of time performing tasks that were not captured in the attorney shortfall levels in this Report.

Figure 9 – Monthly Hours Dedicated to Responsibilities Unique to Prosecutors (2018)



The results in this Report center specifically on felony and misdemeanor caseloads. In addition to those types of cases, prosecutors also appear on child abuse and neglect cases representing MDHHS, as well as assisting the Attorney General by appearing on their behalf in Criminal Non-support cases. In some instances, counties receive partial funding from MDHHS to represent them in child abuse and neglect cases. Figure 10 lists six additional types of cases or actions on cases that are undertaken by many prosecutor offices. In these six categories alone, the twenty counties that responded reported an average of over 600 additional cases and actions that they complete and that are not included in the staffing shortage reported.

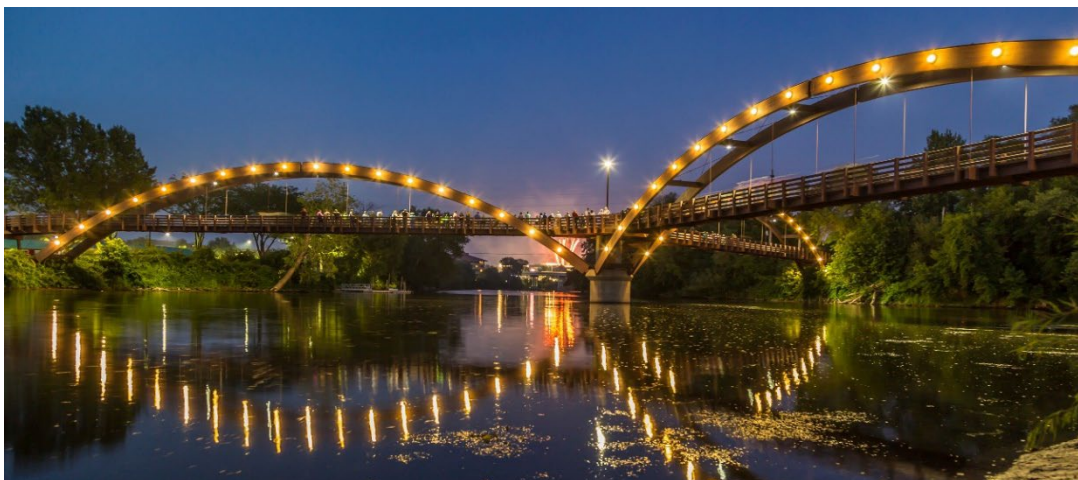
Figure 10 – Non-felony and Misdemeanor Cases per Year (2018)



Prosecutors participate in various civil cases in their county. Figure 11 identifies the number of cases where the prosecutor participated in the litigation of the case, rather than the number of hours spent on those cases. There is a wide range of time that each of these cases would take to complete. For example, the attendance by the prosecutor at a Personal Protection Order (PPO) arraignment is likely to take much less time than appearing at and conducting a PPO hearing. Again, these cases only further serve to increase the staffing shortage in a county because the hours needed to complete this work were not factored into the staffing shortage numbers presented in this Report.

Figure 11 – Annual Civil Cases (2018)

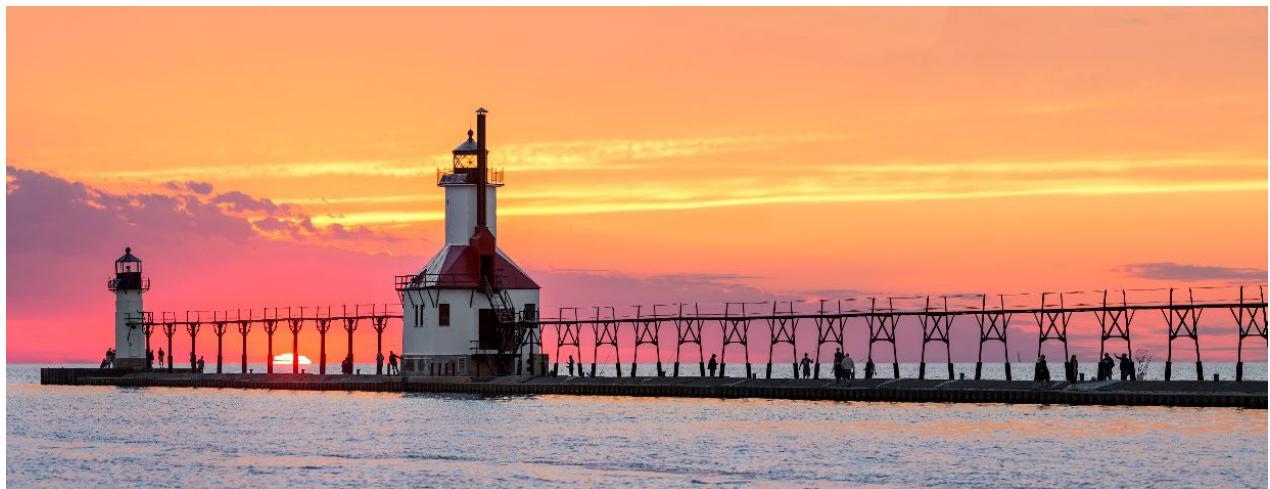
County	PPO Arraignments	PPO Hearings	Probate Mental Health Hearings	Civil Forfeiture Actions
Alcona			22	1
Clare		52	10	1
Eaton	3	33	120	2
Genesee			156	
Gladwin		25	10	3
Grand Traverse	39	39	38	
Huron				1
Ingham		200		10
Isabella			20	35
Jackson		29	604	10
Kalamazoo	46	48	525	8
Kent		63	566	28
Manistee	4	3	12	
Midland	9	26	87	2
Montcalm	13	10	8	
Muskegon		56		5
Ottawa	22	20	30	
St. Clair		70		
Wayne		4,825		2,697



Not all prosecutor offices litigate appellate cases. Figure 12 provides some insight into the number of appellate cases that the participating counties litigated in 2018. As in Figure 11, this chart focuses on case numbers and not hours per case. Appellate litigation is often very complex and time consuming, as it involves a thorough review of the record, pleadings, and case file in each individual case. The litigation of these cases could range in hours per case anywhere from a few hours to 120 hours or more. This chart illustrates yet another significant time commitment for the staff in the participating counties.

Figure 12 – Annual Appellate Services (2018)

County	Applications for Leave to Appeal	Claims of Appeal	Post-conviction Issues Litigated	<i>Ginther</i> Hearings	Restitution Hearings	Motion for Relief from Judgment
Alcona	3			2		3
Eaton	1		51	1		1
Gladwin	8	2	30	10	15	
Grand Traverse				1	3	10
Huron			5	1	4	
Ingham	4		15	1	1	15
Isabella					15	12
Jackson	27	22	15			15
Kalamazoo	29	37	27	2	2	8
Kent			522			
Manistee	3	3	15	3	7	3
Midland	3	3	25	2	15	10
Montcalm	8		25	3	8	8
Muskegon	9	22				
Ottawa	30	10	25	1	14	
Wayne	247	426	1,615	35		39



Findings and Conclusions

In every staffing instance reviewed in this report, prosecutors were being asked to accomplish more with less staffing and fewer resources, and they do it, year in and year out. They willingly do it because the pursuit of justice does not stop because an office is understaffed. They work harder and longer hours because prosecutors provide a voice for victims and protection for those who cannot protect themselves. Prosecutors have the privilege and responsibility to represent the people of the State of Michigan. The responsibility to provide justice extends just as much to the defendants they prosecute as to the victims for whom they advocate. In a 1940 speech, United States Attorney General Robert Jackson described the unique role of the prosecutor as follows:

“The qualities of a good prosecutor are as elusive and as impossible to define as those which make a gentleman. And those who need to be told would not understand it anyway. A sensitiveness to fair play and sportsmanship is perhaps the best protection against the abuse of power, and the citizen’s safety lies in the prosecutor who tempers zeal with human kindness, who seeks truth and not victims, who serves the law and not factional purposes, and who approaches his task with humility.” – *United States Attorney General Robert Jackson, 1940*

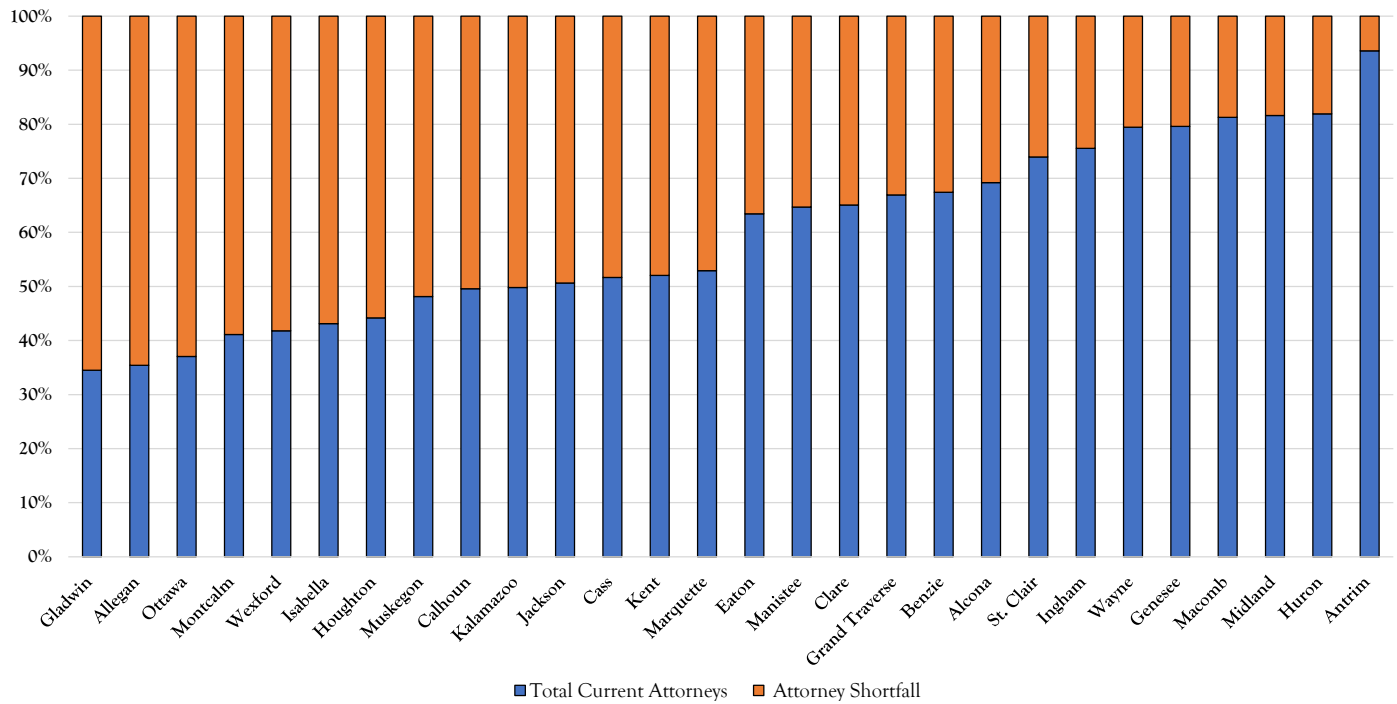
The unique responsibilities of the prosecutor require sufficient time and staffing to effectively carry out the duties placed upon a prosecutor. The end result of this Report shows that across the state, prosecutors are experiencing a staffing crisis which must be addressed.

This Report is a conservative estimate of statewide staffing shortfalls. In every calculation used to determine an attorney excess or shortfall, the most conservative calculation was used to determine the outcome. Even viewing these numbers in the most conservative possible way, all of the participating counties were found to be understaffed with a startling total shortage of 293 attorneys within the twenty-eight counties in the study.

The shortfall was measured both by the raw number of attorneys understaffed and the attorney shortfall as a percentage of the total staffing required in each office. This equitably demonstrates the stress that the shortfalls are putting on both large and small offices. Figure 13 illustrates the attorney shortfall as a percentage of the total staffing required in each office. A large percentage shortfall in a small county is just as significant as a large raw number attorney shortfall in a large county. Both instances leave the county with significant deficits of the optimal number of attorneys needed to process their caseloads. The ten participating counties with the highest staffing shortfall are operating at or below 50 percent of their recommended attorney staffing levels. Another eleven participating counties have between 50 and 75 percent of the optimal number of attorneys.

All of the participating counties in this Report are understaffed. Eleven participating counties were more than ten attorneys short, versus the optimal level. Another eight participating counties were understaffed by four to eight attorneys. The prosecutor staffing shortage across all participating counties totaled 293 attorneys.

Figure 13 – Attorney Shortfall as a Percentage of Total Required Staffing (2018)



Although this Report found that all the participating counties are understaffed, it went even further to convey the additional duties of the prosecutor that were not included in the calculation of the staffing deficits. These duties further contribute to the staffing crisis in Michigan counties. The shortages discussed previously only include prosecution of adult and juvenile felony and misdemeanor cases. Examples of responsibilities not included in the shortfall number are attending specialty court hearings, handling child support cases, representing the county in civil matters, attending child death review meetings, appearing at PPO arraignments and hearings, representing petitioners in probate court mental health hearings, and other matters. These additional duties significantly worsen the staffing shortfall.

Understaffed prosecutor offices are not merely a problem that is relevant to the prosecutors themselves. Like any overloaded system, the prosecutor understaffing situation results in cases taking longer to make their way through the courts. Thus, justice is delayed for victims of crime and defendants have not been held responsible for their crimes. Further, defendants remain in an uncertain situation for a longer period of time. Another effect of an overloaded criminal justice system is that certain categories of lower-level crimes, such as retail fraud, are not prosecuted as aggressively as would be the case if more resources were available. Not prosecuting these types of crimes may leave defendants without the type of early intervention that can correct illegal behavior on a lower level without it escalating to more serious crimes.

PAAM is proud of the dedication of the prosecutors in every county in Michigan, who work to keep their communities safe and advocate for victims of crime. Having confirmed in this analysis that Michigan’s county prosecutors are understaffed in their efforts to seek justice and protect their communities, it is PAAM’s hope that the necessary funding to county prosecutor offices will be obtained to address badly needed staffing shortfalls and provide additional resources to perform this key function within all communities in the state.

Data Sources

2018 PAAM Prosecutor Caseload Study

ACT and JCT Program Code Numbers for 2018

ACT and JCT Program Code Numbers for 2018 Search Criteria

Caseload Standards for Indigent Defenders in Michigan (“the Rand Study”), 2019

Exploring the Key Components of Drug Courts: A Comparative Study of 18 Adult Drug Courts on Practices, Outcomes and Costs, National Institute of Justice, 2008

Michigan Crime Victims’ Rights Act (CVRA) MCL 780.751 to 780.834

Michigan Rules of Professional Conduct 3.8

Prosecuting Attorneys Association of Michigan (PAAM) Prosecutor Survey

Prosecuting Attorneys Coordinating Council 2018 - Annual Prosecution Survey

Prosecuting Attorneys Coordinating Council 2019 - Annual Prosecution Survey

In Figures 4, 5, and 13, Calhoun, Eaton, Grand Traverse, and Kent counties provided a total number of adult and juvenile felony and misdemeanor cases only, while Kalamazoo provided a total number only of cases for juvenile misdemeanor and felony cases. In order to utilize their data alongside the other counties, the total number of felony and misdemeanor cases for these counties was allocated across the maximum penalty categories based on the average allocation of all other responding counties as a group.



MANDATED AND DISCRETIONARY LIST OF PROSECUTOR'S DUTIES

I. GENERAL PROSECUTORS RESPONSIBILITIES		
Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
1. Review police reports, interview victims & witnesses and authorize the issuance of an arrest warrant in felony, misdemeanor & ordinance cases.	MCL 764.1, 767.40	
2. Appear in all divorce cases with children.	MCL 552.45 MCR 3.203, 3.205, 3.211	
3. Appear to protect the rights of certain children who are committed to state institutions.	MCL 722.533	
4. Appear in Circuit Court on appeals of grants of parole.	MCL 791.234	
5. Prosecute violations of the Crime Victims Compensation Act	MCL 18.366	
6. Prosecute Board of Commissioners who are unlawfully employed by the county, if requested by a taxpayer.	MCL 46.30a	
7. Order the county medical examiner to investigate a death, and if necessary, hold an inquest.	MCL 52.207	
8. Enforce State Construction Code (licenses and inspections)	MCL 125.1501, et seq	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
9. Prosecute violations of State Housing Development Authority Act.	MCL 125.1447	
10. Enforce Michigan Election Laws.	MCL 168.31 MCL 168.491 et seq MCL 168.940 et seq, MCL 600.4545 et seq	
11. Review challenge to voter registration records.	MCL 168.521	
12. Apply to Circuit Court to prohibit a candidate from assuming the duties of a public office, if Campaign Finance Act was violated.	MCL 169.233	
13. Investigate and conduct hearing (upon Governor request), about charges against county officers or others, leading to removal or suspension from office.	MCL 201.7 et seq	
14. Prosecute violations of fraudulent tax returns.	MCL 205.27	
15. Prosecute violations of the Tobacco Products Tax Act.	MCL 205.428	

I. GENERAL PROSECUTORS RESPONSIBILITIES

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
16. Bring actions against those who falsely (or fail to) make statements about taxable personal property.	MCL 211.21	
17. Bring actions for claiming improper homestead exemption for school tax.	MCL 211.120	
18. Prosecute road commission officers or employees for statutory violations.	MCL 224.30	
19. Prosecute violations of Motor Vehicle Service and Repair Act.	MCL 257.1338	
20. Commence proceedings against owners of unlicensed dog.	MCL 287.277	
21. Investigate, request subpoenas, and prosecute violations of Under-Ground Storage Tank Pollution Control Act.	MCL 324.21548	
22. Bring trespass actions against persons occupying public shooting and hunting grounds.	MCL 324.41512	
23. Prosecute violations of the Recreational Trespass and Natural Resources and Environmental Protections Acts.	MCL 324.73108 MCL 324.81147	

I. GENERAL PROSECUTORS RESPONSIBILITIES

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
24. Authorize appeals of police officers cases from DNR administrative hearing (vessels).	MCL 324.80190	
25. Authorize appeal of police officers case from Secretary of State administrative hearing (Snowmobiles).	MCL 324.82146 MCL 324.82150	
26. Enforce provisions of the Public Health Code, may also include requests for injunction, penalties for lead-based paint activities.	MCL 333.1299 MCL 333.5477 MCL 333.12533 MCL 333.12715 MCL 333.16291 MCL 333.20177 MCL 333.22253	
27. Prosecute violations of the Public Health Code (Vital Statistics).	MCL 333.2899	
28. Prosecute criminal violations of Occupational Safety and Health Act.	MCL 408.1035 MCL 408.1037	
29. Prosecute violations of Gaming Control and Revenue Act.	MCL 432.218	
30. Prosecute violations of statutes regarding licensing secondhand junk dealers.	MCL 445.408	
31. Prosecute violations of Precious Metal and Gem Dealers Act, inspect records.	MCL 445.481 MCL 445.484	
32. Prosecute violations of the Insurance Code.	MCL 500.230	

I. GENERAL PROSECUTORS RESPONSIBILITIES

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
33. Initiate action for elections fraud.	MCL 600.4545	
34. Prosecute violations of the Youth Tobacco Act.	MCL 722.641	
35. Enjoin a person under Distribution of Obscene Materials to Minors Act, provide an advisory opinion about the material, seek declaratory judgment.	MCL 722.679 et seq	
36. File petition to forfeit bond in felony nonsupport case.	MCL 750.161	
37. Prosecute violations of an act prohibiting access to computers, computer systems, and computer networks for fraudulent purposes or destruction of computers, systems, networks, and software programs.	MCL 752.797	
37. Enforce statute prohibiting posters, signs, placards on state, public or private lands.	MCL 752.821 et seq	
38. Investigate and prosecute health care false claims.	MCL 752.1008	
39. Petition the Court for grand jury proceedings, administer oaths and request immunity.	MCL 767.3 et seq	
40. Furnish a copy of witness testimony before a grand jury.	MCL 767.19g	

I. GENERAL PROSECUTORS RESPONSIBILITIES

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
41. Consult with every police agency to develop, adopt, and implement written policies for officers responding to domestic violence calls.	MCL 776.22	
42. Investigate a person wanted in another state under the Uniform Rendition of Accused Persons Act.	MCL 780.41 et seq	
43. Respond to writs of habeas corpus filed by prisoners detained within the County.	MCR 3.303	
44. Respond to Motions for Relief from Judgment.	MCR 6.504	
45. Assist AG in investigation, examination and/or audit of the books, records and accounts of any township or school district or any public officer; prosecute, if necessary, or initiate civil proceedings.	MCL 14.141, et seq	

I. GENERAL PROSECUTORS RESPONSIBILITIES

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
46. Seek enhanced sentences for the following statutory violations:		
< Drunk Drivers	MCL 257.904	
< Offenders Violating Family Farm Development Act	MCL 285.279	
< Offenders removing property from state lands	MCL 324.2157	
< Offenders removing plants from state lands or others	MCL 324.52908	
< Offenders removing Aboriginal Records and Antiquities	MCL 324.76107	
< Offenders of the Marine Safety Act	MCL 324.80179	
< Offenders of Motorized Recreational Vehicles Act institute forfeiture proceedings under the Public Health Code for seized property	MCL 324.82130 & MCL 324.82157 MCL 333.7523	
< Offenders of Construction Lien Act	MCL 570.1110	
< Offenders under Arson & Burning statutes	MCL 750.74, 750.77	
< Offenders under Assault statutes	MCL 750.81b	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
< Offenders under Insufficient Funds Checks statutes	MCL 750.131	
< Offenders under Accosting, Enticing or Soliciting Child Statues	MCL 750.145b	
< Offenders under Credit Card statutes	MCL 750.157s MCL 750.157w	
< Offenders under the Embezzlement statutes	MCL 750.174--750.180	
< Offenders under the False Pretenses statutes	MCL 750.218--750.219a	
< Offenders under the Larceny statutes	MCL 750.356 et seq	
< Offenders under the Malicious Destruction statutes	MCL 750.377a--750.387	
< Offenders under the Prostitution statute	MCL 750.451	
< Offenders under the Stolen, Embezzled or Converted Property statute	MCL 750.535	
< Offenders under the Illegal use of Telecommunication Device statutes	MCL 750.540f et seq	
< Offenders under fraudulent use of computers statute.	MCL 752.797	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
47. Provide Bill or Particulars, notices of licensing sanctions, alibi witnesses for defense.		
48. Review investigation report on vehicle-blind pedestrian event.	MCL 752.52	
49. Provide the following notices to:		
< The Attorney General of violations of Public Safety Solicitation Act	MCL 14.316	
< The Crime Victim Services Commission of a pending or resolved criminal case	MCL 18.355	
< The Secretary of State if a drunk driving case is not prosecuted	MCL 257.625g	
< The owners of vehicles when forfeiture is anticipated	MCL 257.625n	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
<p>< Defendants charged with specific crimes that, if convicted, they will no longer be able to drive their vehicles or boats</p>	<p>MCL 257.732 (as amended by 2004 PA 52), 324.80131, 324.82157</p>	
<p>< The Secretary of State of persons violating Motor Vehicle Service and Repair Act.</p>	<p>MCL 257.1324</p>	
<p>< Persons who sell drug paraphernalia <i>before</i> that person is arrested on Sale of Drug Paraphernalia charge, seek injunction</p>	<p>MCL 333.7453 MCL 333.7459</p>	
<p>< The Secretary of State or MSP of person Convicted of Private Detective License Act or Private Security Guard Act</p>	<p>MCL 338.841 MCL 338.1071</p>	
<p>< The Attorney General of various violations of the Consumer Protection Act or Advertising Act or Rental-Purchase Agreement Act</p>	<p>MCL 445.905, 445.814, 445.959</p>	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
<ul style="list-style-type: none"> < The Attorney General of violations of Facsimile Machine Transmission of Unsolicited Advertisement Act < The Attorney General if investigation of suspected racketeering activity is started < Crime victims that petition for DNA testing of biological material was filed < Non public schools, public schools, DHHS, or child care facilities, as necessary, of their employees criminal case and final disposition < The Parole Board of information or any objections regarding a prisoners application for parole 	<p align="center">MCL 445.1772 et seq.</p> <p align="center">MCL 750.159x</p> <p align="center">MCL 770.16</p> <p align="center">MCL 791.244</p>	
50. Report violations of the Pricing & Advertising of Consumer Items Act to the AG.	MCL 445.323	
51. Appoint sheriff deputies in times of emergency, and when vacancies exist: county auditor, sheriff, corner, register of deeds, surveyor, treasurer, etc.	MCL 45.406; 168.239; 201.15; 201.35, et seq	
52. Serve on the committee to appoint persons where a vacancy in elective or appointive county office exists	MCL 168.209	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
53. Approve applicants under the Private Security Business and Security Alarm Act	MCL 338.1057	
54. Appoint Chief Assistant Prosecuting Attorney and other Assistants	MCL 49.32, 49.33, 49.51	
55. Serve on the County Board of Commissioners Apportionment Commission	MCL 45.505, 46.403	
56. Serve on the County driver safety school.	MCL 257.320b	
57. Serve on the Friend of the Court advisory committee.	MCL 552.504	
58. Serve on the Community Corrections Advisory Board.	MCL 791.407	
59. Conduct Veterans preference employment-discharge hearing.	MCL 35.402	
60. Request chemical analysis of blood from medical facilities (for criminal prosecution of a driver)	MCL 257.625a	
61. Request chemical analysis of blood from medical facilities (for criminal prosecution of an operator of a vessel)	MCL 324.80182	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
62. Request chemical analysis of blood from medical facilities (for criminal prosecution of an operator of ORV or snowmobile)	MCL 324.81136 MCL 324.82138	
63. Authorize use of a video recorded statement for purpose of training the forensic interview protocol.	MCL 600.2163a	
64. Determine whether the director of DHHS may release information.	MCL 722.627e	
65. Receive reports from commercial film or photographic print processor about child pornography.	MCL 750.145c	
66. Receive and process completed domestic violence reports from law enforcement agencies.	MCL 764.15c	
67. Petition Court for recommittal of defendants to county jail, when sureties become worthless.	MCL 765.26 et seq	
68. Administer witness oaths before a grand jury.	MCL 767.15	
69. Receive and respond to petitions for DNA testing of biological material.	MCL 770.16	
70. Provide statistical data to the Michigan Department of Corrections regarding criminal cases and defendants.	MCL791.208	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
71. Receive and respond to notices from parole board about certain individuals before granting parole.	MCL 791.234, 791.244	
72. Receives and respond to notices from Michigan Department of Corrections before prisoner is placed in SAI Unit or transferred.	MCL 791.234a MCL 791.265	
73. Receive and respond to notice of prisoners payments of restitution while on parole.	MCL 791.236	
74. Receive and respond to notices from Michigan Department of Correction that a prisoners sentence is erroneous.	MCL 791.264	
75. Receive notice and seek reimbursement for reasonable, actual costs pertaining to felonies and escapes committed in county by prison inmates.	MCL 800.452	
76. Receive information from Friend of the Court to perform functions required by title IV, part D of Social Security Act, 42 USC 651 et seq.	MCR 3.218	
77. Receive and respond to appeals of Parole Board decision.	MCR 7.104	
78. Apply for injunction against persons who are incompatible office holders.	MCL 15.184	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
79. Provide legal advice to county drain commissioner.	MCL 280.247	
80. Investigate and prosecute violations of the Public Safety Solicitation Act.	MCL 14.325	
81. Investigate and prosecute violations under the Incompatible Public Offices Act.	MCL 15.184	
82. Commence civil action for violation of Open Meetings Act.	MCL 15.270	
83. Prosecute violations of notary public laws.	MCL 55.299	
84. Prosecute violations of civil licensing provisions of State Construction Code.	MCL 125.1523a.	
85. Petition Circuit Court to prohibit a candidate assuming duties of public office or from receiving compensation from public funds, or both, when the candidate is found guilty of violations of the Campaign Finance Act.	MCL 169.233	
86. Petition for forfeiture of drivers vehicles.	MCL 257.625n	
87. Authorize destruction of controlled substance evidence in advance of trial.	MCL 333.7527	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
88. Prosecute violations of the Advertisement Act of 1988.	MCL 445.816	
89. Investigate and prosecute violations of the Consumer Protection Act.	MCL 445.915	
90. Investigate and prosecute violations of the Rental-Purchase Agreement Act.	MCL 445.968	
91. Enjoin violations of the Home Improvement Finance Act.	MCL 445.1422	
92. Inspection of pawnbroker records and business.	MCL 446.205	
93. Initiate proceedings related to sale, distribution, possession or acquisition of obscene literature, pictures or objects.	MCL 600.2938 MCL 752.369	
94. Sue for Abatement of Public Nuisances.	MCL 600.2940, 600.2425, 600.3805, MCR 3.601	
95. Initiate proceedings for property subject to seizure and forfeiture; encumbrances; real or substituted proceeds of crime.	MCL 600.4701 et seq 333.7523	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
96. Initiate actions under Childrens Product Safety Act.	MCL 722.1080	
97. File civil forfeiture action for animal seized in animal neglect case.	MCL 750.50	
98. Request one-man grand jury, subpoena and examine witnesses.	MCL 767.3, 767.20	
99. Request multi-county grand jury.	MCL 767.7b; 767.7g	
100. Petition for investigative subpoenas, witness immunity, order compelling compliance, examine witnesses, furnish copy of transcripts.	MCL 767A.1 et seq	
101. File petition for investigative subpoena and/or grant of immunity.	MCL 767.6, 767.19a 780.701	
102. Obtain independent psychiatric evaluation for rebuttal of insanity defense.	MCL 768.20a	
103. Enforce orders to reimburse state or local units of government for expenses.	MCL 769.1f	
104. Request copy of transcript of inquest.	MCL 773.6	
105. Seek disinterment and postmortem examination of body.	MCL 773.15	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
106. Request order for fees for witnesses.	MCL 775.7	
107. Request interpreter for hearings.	MCL 775.19	
108. Commence extradition proceedings for a fugitive.	MCL 780.3 et seq	
109. File objection to expungement of applications.	MCL 780.621 et seq	
110. Obtain a suppression order regarding a search warrant.	MCL 780.651	
111. Respond to appeal bonds in defendants criminal appeal cases.	MCR 7.209	
112. Certify a need to retain victims evidence in lieu of a photograph.	MCL 780.754, 780.783, 780.814	
113. Move for in chambers hearing for victims testimony.	MCL 780.788, 780.818	
114. Consent to deferred sentencing of licensed health care professionals and eventual dismissal of charges.	MCL 750.430	
115. File order for summons rather than arrest warrant, for minor offenses.	MCL 764.9a	

I. GENERAL PROSECUTORS RESPONSIBILITIES

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
116. Consent to plea of guilty but mentally ill.	MCL 768.36	
117. File notice of applicable restitution for specified crimes (riot, unlawful assembly, etc.)	MCL 769.1g	
118. Consent to deferred sentencing for accused in domestic violence case.	MCL 769.4a	

II. Adult Criminal

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
1. The Prosecutor shall appear before magistrate & prosecute all complaints.	MCL 49.154	
2. The Prosecutor shall appear & prosecute all criminal cases in <u>all</u> courts of the county.	MCL 49.153	
3. Serve as Special Prosecutors in other counties as appointed by the Attorney General.	49.160	
4. Staff office for case review on week-ends & holidays.	<u>Riverside v McLaughlin,</u> 500 US 44 (1991)	

II. Adult Criminal

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
5. Conduct preliminary examinations.	MCL 767.41	
6. Prepare and file all felony Informations.	MCL 767.40	
7. Prosecutor duties for Investigative Subpoena cases.	MCL 767A.2	
8. Duty to prosecute misdemeanor cases in District Court.	MCL 600.8313	
9. Represent petitioners in Personal Protection Order violation hearings.	MCL 764.15b(5) MCR 3.708(G)	
10. Provide advisory opinion on dissemination of sexually explicit material to minors.	MCL 722.680	
11. Process fingerprint cards.	MCL 28.243	
12. Prosecutor is responsible to provide list of witnesses to defense.	MCL 767.40a	
13. Assist defendant in locating witnesses.	MCL 767.40a(5)	
14. Secure witnesses from Michigan for other states.	MCL 767.92	
15. Duty to inform court by complaint of property damage or physical injury.	MCL 780.811a	
16. Review and certifies need for police department to retain evidence.	MCL 780.814 MCL 780.783	

II. Adult Criminal

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
17. Prosecutor is responsible for civil infractions.	MCL 600.8313	
18. Appears in formal hearings on civil infractions.	MCL 257.747 600.8721 600.8821	
19. Provides notice to victim of case progress and crime victims compensation.	MCL 780.816	
20. Prosecutor duties to preclude victim or witnesses address and personal information release.	MCL 780.818	
21. Review of cases and petitions for expedited trial days.	MCL 780.819	
22. Prosecutor shall consult with victim prior to the trial.	MCL 780.820	
23. Must provide notice of the following to victim: - victim impact statement - address & phone of probation office - date & time of sentence	MCL 780.823 MCL 780.825	
24. Must notify victim of courts final disposition.	MCL 780.827	
25. Enforce court restitution order to victim.	MCL 780.826	
26. Must notify victim of all appeals and pending bail proceedings.	MCL 780.828	
27. Must provide notice to victim if defendant escapes from incarceration.	MCL 780.828b	

II. Adult Criminal

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
28. Prosecutor role in forfeiture of defendant proceeds from a criminal act.	MCL 780.831	
29. Provide victim notice of defendants request to set aside conviction.	MCL 780.772a	
30. Reviews drivers license appeal by a police officer from an administrative hearing.	MCL 257.323(1)	
31. Provides forms to victims for Department of Corrections contact.	MCL 780.763a	
32. Provides HIV testing information to victims.	MCL 333.5129	
33. Prosecutor required to represent petitioners in mental illness cases.	MCL 330.1457	
34. Required to file notice of enhancement of defendants sentence.	MCL 769.13	
35. Prosecutor reviews of any judicial proposed sentence change.	MCL 769.27	
36. Required to provide consecutive sentencing information to the Court.	MCL 771.14(D)	
37. Duty to authorize release of autopsy photos.	MCL 333.2855a	
38. Required to respond to Freedom of Information Act inquiries.	MCL 15.231	

II. Adult Criminal

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
40. Duty to provide any exculpatory evidence to defense counsel.	<u>Brady v Maryland</u> , 373 US 87 (1963)	
41. Required to inquire of defendants possession of a Teachers Certificate and report certain convictions to the State Board of Education.	MCL 380.1535a MCL 380.1539a	
42. Prosecutor duties to County Clerk re CPL.	MCL 28.428	
43. Prosecutor required member of the County Domestic Violence Fatality Review Board.	MCL 400.1511	
44. Responsible for arranging polygraphs for defendants in CSC cases.	MCL 776.21	
45. Prosecutor duty to provide police reports to defendant or defense attorney.	MCR 6.201	

II. Adult Criminal

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
46. Review Petition for Early Release from Probation and file any objections within 14-days; attend hearings	MCL 771.2 MCR 6.441	
47. Duty to file Probate Court Petition on a defendant found not guilty by reason of insanity.	MCL 330.2050	
48. Provides court competency orders and police reports to the Forensic Center.	MCL 330.2028	
49. Prepares and files Writs to bring defendants back from prison for court hearings.	MCL 780.131 MCR 6.004(A)	
50. Duty to file petition for a defendant found not competent.	MCL 330.2031	
		51. Screens and refers cases to deferral programs.
		52. Member of OASIS Domestic Violence Task Force.
		53. Member of Wexford/Missaukee ISD School Safety Committee.
		54. Member of Silent Observer Board.

II. Adult Criminal

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
		55. Member of Wexford/Missaukee ISD Public Safety Advisory Board <hr/> 56. Monthly Traverse Bay Child Advocacy Center Case Review Meetings <hr/> 57. Traverse Narcotics Board Member <hr/> 58. Member of PACC/PAAM Committees

III. Special Services Functions

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
1. Prosecutor County required to draft and adopt a protocol for child abuse cases.	MCL 722.628	
2. Researchers, files appeals and presents cases involving district court misdemeanor cases.	MCL 49.153	
3. Researches, files and presents appeals involving circuit court felony cases.	MCL 49.153	
4. Prosecutor must file briefs and provide copy to Attorney General in all criminal case appeals.	MCL 49.11	

5. Notifies victims when defendants appeal and if released on bond.	MCL 780.768a.	
6. Notifies victims of Court of Appeals decision.	MCL 780.768	
7. Provides opinions in cases where state, county or county officer interested.	MCL 49.155	

III. Special Services Functions

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
8. Reviews all felony and moral turpitude cases for possible deportation.	MCL 49.21	
9. Duty to notify Secretary of Labor of certain felony cases.	MCL 49.22	
10. Appears at uniform rendition of accused persons act hearings.	MCL 780.44	
11. Reviews and responds to Department of Corrections notice of inmates untried cases.	MCL 780.131	
12. Prepares written application to Governor for extraditions.	MCL 780.3	
13. Appears on writs of habeas corpus of other states.	MCL 780.9	
14. Appears on and prosecutes formal probation violation hearings.		
15. Responsibilities in Prosecuting Attorneys Association of Michigan.	MCL 49.62	
16. Prosecutes civil forfeitures.	MCL 333.7523(1)(c)	
17. Prosecutes nuisance abatement actions.	MCL 600.3805	

III. Special Services Functions

- continued -

Function	(Mandated)	(Non- Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary

IV. Family Court Team Responsibilities

Function	(Mandated)	(Non - Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
1. Duty to prepare & petition all criminal non status offenses.	MCL 712A.11(2) MCR 3.914(B)(1)	
2. Prosecutor required to provide juvenile and family information to Court in petition.	MCL 712A.11(4)	
3. Duty to notify if felony involves motor vehicle.	MCL 257.732(7)	
4. Duty to notify Court if property damage.	MCL 780.783(a)	
5. Duty to review non-criminal status offense petitions.	MCR 3.914(A)	
6. Prosecutor duty as petitioner to list other actions involving juvenile in Family Court.	MCR 3.206(A)(4)	
7. Receives and reviews other counties juvenile requests for jurisdiction.	MCR 3.205(B)	
8. Duty to review cases for speedy trial.	780.786(a)(1)	
9. File supplemental petition for contempt.	MCR 3.983	
10. Review all felony cases for	MCL 712A.2(A)	

waivers.	MCR 3.950(C)	
11. Review serious misdemeanor and felony cases for designation.	MCL 712A.2d(1) MCR 3.903 and 3.951	
12. Processes the juvenile delinquents fingerprints which are required for disposition.	MCL 28.243	

IV. Family Court Team Responsibilities

Function	(Mandated)	(Non - Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
13. Shall report delinquency case information to public schools.	MCL 380.1308	
14. Requests for juveniles to appear in line-up.	MCR 3.923(D)	
15. Duty to notify juveniles family of waiver case arraignment.	MCR 3.950	
16. Must appear in Family Court at any hearing where testimony is taken.	MCL 712A.17(4)	
17. Prosecutes probation violations	MCR 3.914(A) <u>People v Rocha</u> , 99 Mich App 654 (1980)	
18. Prosecutes PPO contempt juvenile cases.	MCR 3.914(E) and 3.985(C)	
19. Duty to attend pretrials in Family Court.	MCR 3.922(D)	
20. Appears at show cause hearings.	MCR 3.914(A) MCL 712A.17	
21. Duty to notify victims of a juvenile bonding out.	MCL 780.796	
22. Duty to provide discovery to juveniles in Family Court.	MCR 3.922(A)(1)	
23. Provides forms to victim for DHHS/Juvenile home	MCL 780.791(A)	

notifications.		
24. Must consult with victim in a juvenile proceeding.	MCL 780.786(4)	

IV. Family Court Team Responsibilities

- continued -

Function	(Mandated)	(Non - Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
25. Consults with victims to request non release of victims address & employment.	MCL 780.788	
26. Must appear at uncontested juvenile plea if court to amend or reduce charge.	Wilson, 113 Mich App 113 (1982)	
27. Provides notice to victim of Family Court disposition.	MCL 780.793(2)	
28. Provides notice to juvenile of alibi rebuttal witnesses	MCR 3.922(B)	
29. Must consult with victim regarding juvenile disposition.	MCL 780.786(B)	
30. Duty to provide victims information on juvenile home.	MCL 780.785	
31. Files detainment petition if juvenile threatens victim.	MCL 780.785	
32. Prosecutor provides victims information on: <ul style="list-style-type: none"> - court proceedings - victim compensation - review hearings - impact statements - sentencing & probation officers name 	MCL 780.786(3) MCL 780.786(2) MCL 780.770(B) & MCL 780.798(9) MCL 780.791 MCL 780.791	

IV. Family Court Team Responsibilities

- continued -

Function	(Mandated)	(Non - Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
33. Duty to notify victim of juvenile appeal.	MCL 780.796	
34. Duty to provide information to Court on juveniles ability to pay restitution.	MCL 780.795(4)	
35. Reviews probation officers reports on restitution.	MCL 780.795	
36. Duty to enforce restitution to victims in Family Court.	MCL 780.794(13)	
37. Responds to juvenile requests to reduce restitution.	MCL 780.794(18)	
38. Reviews all juvenile requests to set aside conviction.	MCL 712A.18e(7)	
39. Duty to notify victims of juvenile request to set aside conviction.	MCL 780.796a	
40. Reviews DHHS petitions for legal sufficiency.	MCR 3.914A MCL 712A.17(4)	
41. Serves as legal consultant to DHHS.	MCL 712A.17 MCR 3.914(C)	
43. Reviews serious injuries to children regarding DHHS protocol adherence.	MCL 722.628(b)	

IV. Family Court Team Responsibilities

- continued -

Function	(Mandated)	(Non - Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
44. Prosecutor, as the petitioner, is responsible for Indian Child Welfare Act compliance.	25 USC 1912 (D)	
45. Required member of Child Death Review Team.	MCL 727.627b	
46. Duties in dissemination of sexually explicit matters to minors.	MCL 722.681	
47. Prosecutor files neglect termination petitions.	MCL 712A.19b(1) MCR 3.977(A)(2)	
48. Prosecutor must appear at all stages of a child protective proceedings.	MCR 3.914	
49. Prosecutor role in use of video recorded statements in child abuse cases under a county protocol.	MCL 712A.17b(1)	
50. Reviews school educational neglect reports, files petitions and prosecutes case in Family Court.	MCR 3.914	

IV. Family Court Team Responsibilities

- continued -

Function	(Mandated)	(Non - Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
51. Prosecutor investigates extradition requests under URESA child support.	MCL 780.156a MCL 780.160	
52. Prepares and prosecutes paternity actions in Family Court.	MCL 722.714 DHHS Grant	
53. Prepares and prosecutes non-support cases in Family Court.	MCL 722.714 DHHS Grant	
54. Provide acknowledgment of parentage forms to public.	MCL 722.1008	
55. File Claim of Revocation of Acknowledgment of Parentage.	MCL 722.1001	
56. File suit for support of child under Emancipation Act.	MCL 722.3	
57. Conduct proceedings under Uniform Interstate Family Support Act.	MCL 552.1308	
58. Enforce provisions of The Poor Law.	MCL 402.39	

IV. Family Court Team Responsibilities

- continued -

Function	(Mandated)	(Non - Mandated)
	Constitution, Statute or Court Orders	Board/Contract Discretion/Necessary
69. Investigate and initiate URESA child support proceedings.	MCL 780.151	
		70. PA presents juvenile delinquency prevention programs in schools

MICHIGAN

Prosecutor's resignation leaves U.P. county with no attorneys; AG to take over



Kara Berg

The Detroit News

Published 11:12 p.m. ET Sept. 30, 2023 | Updated 4:21 p.m. ET Oct. 1, 2023

The Houghton County prosecutor, who was only in office for two months, has resigned and left the prosecutor's office empty, forcing the Michigan Attorney General Dana Nessel's office to step in.

Attorneys from the Michigan Attorney General's Office will take over operations in the Upper Peninsula county until a new head prosecutor can be hired. A job posting has already been made to fill the position, something that is normally done by an election every four years.

Nessel spokesperson Danny Wimmer said the Attorney General's office will be the de facto prosecutor and will assume the responsibilities of the office until someone is hired. One assistant attorney general will be assigned to help the prosecutor's office each day, Wimmer said.

The AG's office will begin handling Houghton County cases on Monday.

The elected prosecutor, Brittany Bulleit, who ran unopposed in 2020, was appointed by Gov. Gretchen Whitmer in May to take over as the judge in the 12th Circuit Court, which covers Baraga, Houghton and Keweenaw counties. Bulleit is the only judge in the circuit court and was appointed after the former judge retired.

Prosecutor Paul LaBine resigned as the mayor of Hancock July 19 to become prosecutor, according to City Council meeting minutes.

LaBine's resignation as prosecutor became official at the end of September, he told WLUC 6 TV. LaBine, who did not respond to a Detroit News request for comment, told WLUC that he

has been unable to hire any assistant prosecutors to help him run the office. In July, he told WLUC there should be two assistant prosecutors.

Two assistant prosecutor positions have been posted on the Houghton County website since September 2022 and November 2022.

Circuit Court Administrator Laura Lamerand, who is fielding the applicants for the job, referred comment to the prosecutor's office.

The county had 155 incoming felony traffic and criminal filings in 2022. No misdemeanors were listed as incoming in 2022, according to state data, but there were 124 pending non-traffic misdemeanors and 46 pending traffic misdemeanors in 2022. There were also 70 pending family court cases and nine appeals.

A Prosecuting Attorneys Association of Michigan report from April 2022 said there is a staffing crisis among county prosecutor offices. While the study only looked at 28 of Michigan's 83 counties, it found 100% of the counties studied were understaffed. The counties studied are home to about 60% of Michigan residents and include four of the five largest counties in the state, so PAAM contended the responses reflect conditions throughout the state.

Houghton was 2.5 attorneys short in 2018, according to the study, which means it had just over 40% of its total required staffing. The most understaffed counties were Wayne, the state's most populous with a deficit of 45 attorneys; Kent with a deficit of 31, and Kalamazoo with a deficit of 29.

Prosecutors handle more than just criminal cases, according to PAAM. They also handle child abuse and neglect cases in family court for the Michigan Department of Health and Human Services; attend personal protective order arraignments and hearings; and handle probate court mental health hearings and civil forfeiture actions. Some also do appellate cases, which PAAM said are often complex and time consuming.

"Understaffed prosecutor offices are not merely a problem that is relevant to the prosecutors themselves," according to the PAAM report. "Like any overloaded system, the prosecutor understaffing situation results in cases taking longer to make their way through the courts. Thus, justice is delayed for victims of crime and defendants have not been held responsible for their crimes. Further, defendants remain in an uncertain situation for a longer period of time."

kberg@detroitnews.com



Wexford County Request for Board of Commissioner Action

Department:

Submitted by:

Subject:

Committee:

Committee Meeting Date:

BOC Meeting Date:

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

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

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

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

List of Attachments:

**PROSECUTING ATTORNEYS
ASSOCIATION OF MICHIGAN**

&

**Wexford County Prosecutor's
Office**

CONTRACT FOR



PROSECUTORbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”), and the Prosecuting Attorneys Association of Michigan, a Michigan nonprofit corporation, (hereinafter referred to as “PAAM”), and Wexford County (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as “PbK”).

1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software Program(s) and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and files Client uploads or inputs into the Software Program(s), including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software Program(s), which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of the Software Program(s) provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
7. “Personally Identifiable Information” (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of the Software Program(s). Personally Identifiable Information shall be considered Confidential Information.
8. “Software Program(s)” means the PROSECUTORbyKarpel® and/or DEFENDERbyKarpel® case management systems and/or the HOSTEDbyKarpel® system, as the case may be, and specifically Client’s licensed copies of the Software Program(s).
9. “Services” means the services provided by Karpel Solutions in connection with the Software Program(s).
10. “Service Level Requirements” means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.

11. "Software" means Client's licensed copies of the Software Program(s), and includes any and all updates, enhancements, underlying technology or content, interfaces, other Enhancements and any Documentation as may be provided Client by Karpel Solutions.

2. SOFTWARE LICENSING & BILLING

2.1 INITIAL SOFTWARE LICENSING

Karpel Solutions has granted PAAM the sole ability to provide perpetual software licenses for PbK within the State of Michigan. PAAM shall only provide said licenses to the individual Counties of Michigan and/or any State of Michigan Agencies who are or may become members of the Prosecuting Attorneys Association of Michigan Case Management Project (hereinafter referred to as "PAAMCMP").

Karpel Solutions shall extend the rights of the software license to allow for a Karpel hosted test environment for the purpose of testing the compatibility of the software with any upgraded or new software, which interfaces with the software, or testing a new version or release of the software with existing software. The test environment may or may not be executed on the same hardware as the production system. This copy of the software shall not be used for production purposes. PAAM and Client users shall be authorized to use the Karpel hosted test environment at no additional cost.

2.2 BILLING

PAAM has agreed to be the central billing entity until September 30, 2026. After that date each client will be billed individually. Each Client will complete a request for installation form that will be provided to Karpel Solutions. The full scope of work, first year costs and maintenance costs will be included within this form. Each Client that completes and signs this form will be added to the main contract as an addendum to track total licenses installed.

PAAM reserves the right to make contract/addendum payments to Karpel Solutions through electronic funds transfer (EFT) or by check. Payments shall be made in arrears of receiving product/services except for software maintenance/support payments and subscriptions which may be paid at the start of each yearly maintenance renewal period.

The Maintenance/Support Fee may be adjusted annually by up to a maximum of four percent (4%) by mutual agreement of both Karpel Solutions and PAAM no earlier than December 31, 2028. Karpel Solutions shall provide PAAM and Clients advance notice one (1) year prior to any and all fee increase.

3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved and paid for by the associated Client prior to start of such work. No additional charges will be paid by PAAM without prior written approval from PAAM.

4. GENERAL CLIENT RESPONSIBILITIES

In order for each Client installation to be completed on time and on budget, PAAM shall inform the Client of the following minimum requirements:

1. Completion of the Client Agreement Form (Appendix A) and Statewide MOU (Appendix B – Optional)
2. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
3. Access to systems and equipment as required by Karpel Solutions including:

- a. The Software Program(s) application access using Karpel Solutions laptops and Client's network for training and application testing.
 - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the Software Program(s) applications. Failure of Client to provide access to enable support tool constitutes a material breach of this Agreement and may result in termination of this agreement.
 - c. Physical or remote access to all of Client's applicable workstations so that Karpel Solutions can visually verify and test setup of each workstation prior to mock go live.
4. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into the Software Program(s).
 - a. ACT/JCT data (*i.e.*, from Client's current ACT/JCT system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days before the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed in writing otherwise. ACT/JCT data that is provided by Client for data conversion from the legacy system into the Software Program(s) will be destroyed 30 days after Client's Go Live date. As the originator of the legacy data, it will be Client's responsibility to retain ACT/JCT data more than 30 days after Go Live if so desired by Client.
 - b. Document templates and a signed Document Template Formatting Agreement must be provided to Karpel Solutions as soon as possible but no later than 90 days before the above go live date. Only PAAM approved document templates may be used. Document templates provided after this date will not be converted unless mutually agreed in writing by Karpel Solutions and the Client. Client will be responsible for any additional document template costs.
5. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Workflow meetings
 - iv. Interface definition meetings and signoff
 - v. Document template review and signoff
 - vi. Data conversion review and signoff
6. Sufficient time for all data conversion reviews, if applicable, will include a minimum of:
 - a. Verification and review of ten (10) cases per year for each Client department of any ACT/JCT system(s) data during each review.
 - b. Client is responsible for validating their data and code table set up during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible, and an additional fee may be required for the work required to fix the issue. The Client is responsible for any such fees.
7. **PASSWORD PROTECTION AND USER REQUIREMENTS.** Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Cost Sheet may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

8. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client’s own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code, algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).
9. **SUSPENSION OF ACCESS.** Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions’ rights, Client’s rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. INVESTMENT SUMMARY AND PAYMENT TERMS

Karpel Solutions will perform work according to all descriptions, scopes, and specifications described within each Client Agreement Form, in consideration for payment as set forth below,

Payment schedule to be 50% of Software User Licenses due upon signed Client Agreement Form and the remaining cost due upon completion of implementation and training of each Client.

5.1 PRICING TABLES

Description	Unit of Measure	Firm, Fixed Unit Price	
New PbK license	Per User (one-time)	\$2,025 (10% discount applied)	
PbK Hosting	Per user per year	\$100	
PbK annual maintenance and support	Per user per year	\$450	
Annual eDiscovery Service	Per User	\$125	
Hosting storage for files (first 2 terabytes (TB) included at no charge for each client installation, cannot be combined with another client installation.	2TB	\$0	
External Agency Portal	<i>Number of users in Client</i>	<i>Initial Fee</i>	<i>Maintenance</i>
	1-25 users	\$10,000	\$2,000
	26-50 users	\$20,000	\$4,000
	51-100 users	\$30,000	\$6,000

	100+ users	\$50,000	\$10,000
Software installation and configuration per workstation.	Per Workstation Rate		\$50
Database installation and configuration	Price per Client		\$1,000
ACT/JCT Data Conversion Fee Schedule	1-5 Users		\$5,000
	6-10 Users		\$9,000
	11-25 Users		\$12,500
	26-50 Users		\$30,000
	51-100 Users		\$60,000
	101-200 Users		\$120,000
On-Site Meetings and software end-user training. Fee includes travel expense	Per Day / Per Trainer		\$1,600
Remote Meetings and software end-user training for offices with less than 10 users.	Per Day / Per Trainer		\$1,200
Hourly rate for personnel	Per Hour / Per Trainer		\$150.00
Standard Available Interfaces (VINE & LEIN)	One-time fee per interface		\$5,000
Michigan State Police Crime Lab Interface	One-time fee per interface		\$10,000
Annual Standard Interface Maintenance & Support (VINE and LEIN)	Per interface / per year		\$1,000
Annual Standard Interface Maintenance & Support Michigan State Police Crime Lab	Per Year		\$2,000
Extraction of data (In event of Client termination)	One-time		\$1,000 (Paid by Client, not PAAM)
Statewide Data Sharing (required MOU signature)	No charge		\$0.00
Victim Portal	No charge		\$0.00

1. Interfaces must conform to the appropriate Software Program(s) Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate IEPD (i.e., require a new schema to be designed or database modification) will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.

2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase two (2).

PLEASE NOTE: There may be additional costs from the other vendor(s), which ARE not included within THE ABOVE PRICING FOR this contract, AND WHICH WILL BE BILLED SEPARATELY by the Other Vendor(s). CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.
5. Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other Clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Cost Sheet will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions. No Client changes to project scope/timeline may be made without prior approval by PAAM. PAAM reserves the right to deny requests for changes to the project scope and timeline that would increase the cost or change the timeline of the project.
6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Cost Sheet. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same. Such additional charges will not be paid by PAAM.
8. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding at Appendix A* must be separately signed by Client.
9. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation. PAAM will not pay for such costs.
10. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
11. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of \$1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

12. Annual fees for the Agreement will begin upon Client's go-live month and will be due and payable on the first of the month each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.
13. TERM. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least one hundred eighty (180) days' notice of any pricing change prior to the renewal date.
14. SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.
15. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client's discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the terms of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g., software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

6.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s), but the majority of the functions are still usable, and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

General Assistance: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance including, but not limited to, routine, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular, and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and CJIS certification policies and procedures to protect the integrity and security of the Software Program(s).

Karpel Solutions provides services for the administration of criminal justice through software for prosecutors to manage and track criminal cases. Accordingly, Karpel Solutions agrees to comply with CJIS Policy 5.1.1.5(1) and all CJIS requirements applicable to private contractors including those specifically required by the CJIS Security Addendum (Appendix C) to this contract, which is incorporated by reference and made part of this contract.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title, and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

8. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records, or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee, or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.

5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.
6. Karpel Solutions grants employees of the PAAM and Prosecuting Attorneys Coordinating Council (PACC) access and use of its software for purposes of producing, updating, and maintaining criminal charging language used in the production of charging documents. PAAM and PACC retain all rights to such language. Karpel Solutions may not use language created for this purpose without express written permission from PAAM and PACC.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions, or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that

authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

5. **DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.**
6. **EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.**

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).**

11. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for an additional 60 days, if the Client and Karpel agree, so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Cost Sheet due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

12. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising, and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising

out of disclosure of Personally Identifiable Information caused in whole or in part by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client hereunder.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution, or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

13. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

ACCEPTANCE TERM. The proposal attached to this Agreement is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security, and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

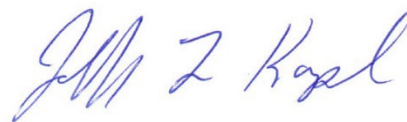
SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations. If Client wants to opt out of being identified in promotional or marketing materials, they must notify Karpel Solutions in writing within 30 days of contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Prosecuting Attorneys Association of Michigan

Karpel Solutions



Signature

Signature

Cheri Bruinsma

Jeffery L. Karpel

Printed Name

Printed Name

Executive Director, PAAM

CEO

Title

Title

9/6/23

9/6/23

Date

Date

Mailing Contact:

Dianna Collins

Mailing Address:

116 W. Ottawa St

Lansing, MI 48933

Billing Contact:

Dianna Collins

Billing Address:

116 W. Ottawa St

Lansing, MI 48933

Association Primary Contact:

Dianna Collins

Phone Number: (517) 334-6060, Ext. 502

Email Address: collinsd15@michigan.gov

14. Appendix A

14.1 Client Agreement Form

Addendum No. xxxxx
 To the Customer Agreement dated _____ (“Agreement”)
 by and between
 Karpel Solutions and Prosecuting Attorneys Association of Michigan (“PAAM”)

Contract No:	Local Agency: Wexford County Prosecuting Attorney
PbK Installation <u>with</u> / <u>without</u> data conversion	Local Agency Address:
State Agency: PAAM	Issue Date:
State Agency Address:	Request Date:
Local Agency Main Contact: Corey Wiggins	Local Agency Contact Phone: 231-779-9505
	Local Agency Email: cwiggins@wexfordcounty.org
Assigned Karpel Trainer/Project Manager:	
Assigned Karpel Contact Phone:	
Assigned Karpel Contact Email:	

PAAM Signature Authorization to Proceed:		Date:	
Local Agency Authorization to Proceed:		Date:	
Karpel Signature Authorization to Proceed:		Date:	

Project Goal / Objectives:
Karpel Solutions is expected to provide a firm price for installation, training, and data conversion services (if applicable) and to provide said installation, training, and data conversion services to a standard satisfactory to PAAM and the local agency.

The following questions must be completed by the Agency:

Number of users:	10	
System Administrator Name:	Elijah Barnes	
System Administrator E-mail:	Elijah.Barnes@vc3.com	
System Administrator Phone:	800-787-1160	
Current Case Management System:	ACT/JCT	
Do you currently send / receive data from LE:	Paper	Via <u>paper</u> or <u>electronically</u>
If yes, provide name(s) of the case management / jail / booking software used? n/a		
Does your office use a program for Restitution tracking / collection?	No	
If yes, provide the name of the program.	n/a	
Does your office use program for tracking Bad Checks?	No	
If yes, provide the name of the program.	n/a	
Does your office use program for tracking Civil?	No	
If yes, provide the name of the program.	n/a	
Does your office use program for tracking Diversion?	No	
If yes, provide the name of the program.	n/a	
Does your office use program for tracking Juvenile?	Yes	
If yes, provide the name of the program.	JCT	
What email system do you currently use? (Exchange/Gmail/365/?)	Exchange	
Do you have space large enough for training?	Yes	
Current Internet speeds:	UP: 580 Mbps	DOWN:1100MB
Comments or other information:		
Project Assumptions:		
The following list of assumptions and provisions pertain exclusively to the associated for. The work "local agency" refers to the Client's office, and "Karpel Solutions" refers to Karpel Solutions.		

- Changes in assigned Karpel Solutions staff or material increasing in work effort resulting from Karpel Solutions actions will not result in additional fees being billed to the local agency or PAAM.
- Karpel Solutions will notify the local agency and PAAM within 3 business days of any changes resulting in the delay of the implementation of the planned scheduled tasks.
- The local agency will assign sufficient internal management and staff resources that will provide the necessary time to ensure completion of scheduled tasks as planned. This includes availability of staff to answer Karpel Solutions questions and review of deliverables for accuracy.
- The local agency will notify Karpel Solutions within 3 business days of any changes to all applications, PC's necessary in the use and performance of their duties.

Deliverables:

PbK implementation and, if applicable, converted data.

Local agency will test data for accuracy and provide Karpel Solutions with detailed results and authorization to proceed.

Project start date:

Project end date:

PROSECUTORbyKarpel Implementation Timeline

<u>Deadline</u>	<u>Tasks and deliverables</u>	<u>Days out</u>
	<p>Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager</p>	120
	<p>Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.</p> <p>Assigned resources: Client Project Manager and IT personnel</p>	100
	<p><u>Pre-implementation meeting with Client Project Manager and System Administrators.</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview. PbK pre-load configuration is explained, and initial document templates are received. Workflow pre-configuration is conducted.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators</p>	90
	<p>Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.</p> <p>Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.</p>	80
	<p>Teleconference status meeting with Karpel and Client Project Manager to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators</p>	60
	<p>Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.</p> <p>Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.</p>	45
	<p><u>Online document template conversion review-</u> Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.</p> <p>Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators</p>	40
	<p>The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager.</p>	35

	<p>Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.</p> <p>Assigned resources: Karpel Project Manage. Client Project Manager and system administrators</p>	35
	<p><u>Mock Go-live, System Administrator Training and Final system walkthrough</u> - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. This training includes completed document templates and workflow configuration. Application testing will begin. Client Project Manager will report all inaccuracies to Karpel.</p> <p>Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager and system administrators.</p>	30
	<p>Teleconference status meeting with Karpel and Client Project Manager to review timeline to meet scheduled "go live" date.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.</p>	21
	<p>Complete installation and testing of all workstations by Karpel Solutions or local IT support.</p> <p>Assigned resources: Karpel Project Manager. Client Project manager and IT.</p>	14
	<p>Final teleconference status meeting with Karpel and Client Project Manager to verify training area is prepared for scheduled training.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.</p>	7
October 7, 2024	<p><u>Training and go live.</u> Karpel Trainers arrive at the training room. Final configuration of PbK is reviewed with all system administrators present. User training begins. Client begins using PbK in a live state.</p>	<u>Go Live</u>

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. The Project Scope/Timeline may be modified as mutually agreed upon by Client and Karpel Solutions. Changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee as set forth below. Client will be responsible for any additional fees. PAAM will not pay for these costs.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Scope/Timeline listed above into a format that can be utilized by the Software Program(s). However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files, or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Cost Sheet will no

longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions. PAAM will not pay for any such expenses or costs. Any changes to Project Scope/Timeline that would impact implementation to other Clients must be approved by PAAM. PAAM reserves the right to deny any such request.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	10	\$2,250	(\$2,250)
External Agency Portal	1	\$5,000	\$5,000
Total Software			\$25,250

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$1,500	\$1,500
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	10	\$50	\$500
Total Installation Services			\$3,000

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	8	\$150	\$1,200
Data Conversion: ACT/JCT	1	\$7,500	\$7,500
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$11,800

Training Services	Qty.	Price	Total
REMOTE Go-Live Training (days)	5	\$1,200	1 resource \$6,000
Post Go-Live Support and Training (Remote, hours)	8	\$150	1 resource \$1,200
Total Training Services			\$7,200

Customization Services	Qty.	Price	Total
Interface: LEIN	1	\$5,000	\$5,000
Interface: VINE	1	\$5,000	\$5,000
Interface: MSP Lab	1	\$10,000	\$10,000
Total Customization Services			\$20,000

Estimated Travel Expenses **\$0**

Total One-Time Costs	\$67,250		
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Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	10	\$450	\$4,500
External Agency Portal	1	\$1,000	\$1,000
Hosted Services (per user/year)	10	\$100	\$1,000

Unlimited eDiscovery	1	\$1,250	\$1,250
Interface: LEIN	1	\$1,000	\$1,000
Interface: VINE	1	\$1,000	\$1,000
Interface: MSP Lab	1	\$2,000	\$2,000
Total Annual Support Services			\$11,750

Optional Items	Price
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
<hr/>	
Additional Storage After Included 2TB (per terabyte, per year)	\$500
Block Storage After Included 2TB (50 terabytes, per year)	\$20,000
Block Storage After Included 2TB (100 terabytes, per year)	\$32,000
<hr/>	
Law Enforcement Interface (Standard)	\$10,000
<i>Law Enforcement Interface (Standard) Annual Support</i>	\$2,000
Law Enforcement Interface (Non-Standard)	\$15,000
<i>Law Enforcement Interface (Non-Standard) Annual Support</i>	\$3,000
<hr/>	
Court Interface 1: PbK Receives Court Calendaring/Hearing/Minute Order Events (without eFiling)	\$10,000
<i>Court Interface 1 Support</i>	\$2,000
Court Interface 2: (PbK Receives Sentencing & Dispositions)	\$15,000
<i>Court Interface 2 Support</i>	\$3,000
Court Interface 3: PbK eFiles electronically to Court (includes Court Calendaring/Hearing Events)	\$25,000
<i>Court Interface 3 Support</i>	\$5,000
<hr/>	
Other Custom Interfaces (anything not listed above)	\$25,000
<i>Custom Interface Support</i>	\$5,000
<hr/>	
Test & Training Environment (annual cost)	\$1,200

Payment
Karpel Solutions will invoice PAAM for the firm, fixed cost of implementation and, if applicable, data conversion services.

The effective date of this addendum shall be the date of the agency signature.

This addendum is made a part of the agreement for the purposes of adding services and / or interfaces as listed on the attached fees schedule and providing maintenance / services for such additional items pursuant to the agreed upon terms.

All terms and conditions of the Agreement shall remain in effect unless specifically modified by this Addendum.

N WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

Wexford County

Karpel Solutions

Signature

Signature

Gary Taylor

Printed Name

Jeffery L. Karpel

Printed Name

Board of Comm Chairman

Title

CEO

Title

Date

9/7/23

Date

PAAM Representative

Signature

Printed Name

Title

Date

15. Appendix B

15.1 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

WEXFORD COUNTY AND KARPEL SOLUTIONS FOR PARTICIPATION IN STATEWIDE DATA SHARING

Parties

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of

PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all

the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.
3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.

4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.
8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies, and procedures applicable to the Contributing Party.
9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.
2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Wexford County

Karpel Solutions



Signature

Signature

Gary Taylor

Printed Name

Jeffery L. Karpel

Printed Name

Board of Comm Chairman

Title

CEO

Title

Date

9/6/23

Date

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

<input type="checkbox"/> Entity	Bogus, Charles Robert Jr.	Name	09-18-1968	DOB	50	Age		Place of Birth	919-99-9999	SSN
<input type="checkbox"/> Int.	999 Losing His Way	Address 1	White	Race	Male	Sex	6'02	Height	195	Weight
Brady List		Address 2	Black	Hair	Brown	Eye		(555)555-5555		81818
Unavailable	Saint Louis	City	MO	State	63101	Zip	State-License#	CA 19191818238		53245243
Police	Walmart	Employer	WRD-Ward of the Court 07-15-2015	Defendant Status						665544333

Deceased
Statewide
CLEAR

Person Type	Contact Info	Address Hist
User Fields	Alias	Notes
Authorized	Relations	Schools
Marks/Tattoos	Gangs	Criminal Hist

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Civil
Jurisdiction	Offense	Report #	File #	Court#	Charge	Severity
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charity C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carrol Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White ...	Male	1968
Belknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Jurisdiction	Offense	Report#	File #	Court#	Charge	Status	Stage
Rockingham	09-13-2016 NH-FISH PD-55432		015-066192	CR-12345	Prohibtd Device; Fish & Game	CLOSED	Disposed

Case Information - Bogus, Charles James

File #

Report # Status Stage

L.E. Agency Jurisdiction

Assigned: Defense Attorney:

Charges:

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohibtd Device; Fish & Game	V		Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

16. Appendix C CJIS Security Addendum

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks, and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to

the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

6.06

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM


CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Employee Date

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Representative Date

Karpel Solution CEO

Organization and Title of Contractor Representative

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance and Appropriations Committee
FOR MEETING DATE: October 18, 2023
SUBJECT: Board of County Canvassers

SUMMARY OF ITEM TO BE PRESENTED:

County Policy A-3.0 was amended and approved on December 7, 2022, and took effect January 1, 2023, increasing per diem rates to \$80 for a full day and \$40 for a half day.

In the past, the Board of Canvassers has always been paid in accordance with that policy. Clerk Nyman has requested clarification that the Board of County Canvassers per diem should be increased to match the new policy amounts.

Please note, no one serving on the Board of Canvassers has requested this increase. This is just coming forward for clarification.

RECOMMENDATION:

The Finance and Appropriations Committee forwards a recommendation to the full board to approve the increase in per diem for the Board of County Canvassers to match County Policy A-3.0.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

FROM: Finance and Appropriations Committee
FOR MEETING DATE: October 18, 2023
SUBJECT: Early Voting Inspectors' Rates

SUMMARY OF ITEM TO BE PRESENTED:

Wage rates need to be set for the Inspectors who will be doing early voting. The average pay is \$15.18 per hour. The State's grant will cover \$15.00 per hour. Clerk Nyman is requesting the rate be set at \$15.00 per hour.

RECOMMENDATION:

The Finance and Appropriations Committee forward a recommendation to the full board to approve paying early voting inspectors \$15.00 per hour.

WEXFORD COUNTY

J.8.

~REVISED~

FISCAL YEAR 2024 BUDGET CALENDAR

Finance Committee: Musta (Chair), Potter, Taylor, Theobald

<u>Date</u>	<u>Time</u>	
September 27	4:00 PM	Finance hears from selected department heads; reviews the revised budget, reaches a consensus regarding any additional revisions; recommends budget for consideration by the full Board.
November 01	4:00 PM	Administrator presents budget to Board. Budget revisions desired by the Board are communicated to the Administrator.
November 02	N/A	Public Hearing Notice in <i>Cadillac News</i> .
November 15	4:00 PM	Public Hearing, consideration of approval of the budget by BOC, and adoption of the General Appropriations Act.

Other meeting dates may be added as needed to review budget strategies



CANTEEN SERVICES, INC.
RENEWAL ONE
OF THE FOOD SERVICE AGREEMENT

This Renewal One ("Renewal") of the Food Service Agreement effective August 31, 2020, between the County of Wexford, a municipal corporation and political subdivision of the State of Michigan, acting on behalf of the Wexford County Sheriff's Office, with offices located at 1015 Lincoln Street, Cadillac, Michigan 49601 (hereinafter referred to as "Client"), and Canteen Services, Inc. a Michigan corporation with principal offices located at 353 S. Michigan Ave., Coldwater, MI 49036 (hereinafter referred to as "Canteen") is effective August 31, 2023.

RECITALS

Whereas, Client and Canteen are parties to a three (3) year Food Service Agreement ("Agreement"), with an expiration date of August 31, 2023;

Whereas, the Agreement allows for two (2) one-year (1) renewals with mutual agreement;

Whereas, Client and Canteen do hereby mutually agree to implement the first one-year renewal;

Now, Therefore, Client and Canteen mutually agree as follows:

- 1. The term of this Agreement shall remain in force through August 31, 2024.
2. A revision to the pricing schedule shall be implemented as follows:

EXHIBIT A,

I. PRICING,

Paragraph 1 Item A. the per meal pricing schedule is revised to read as follows:

Table with 2 columns: Inmate meals quantity per meal service (B/L/D) and Price per meal. Rows include 0-55, 56-75, 76-95, 96-115, 116+, Kosher Meals, and Medical Snacks.

All remaining terms and provisions of the Agreement, which are not affected by this 'Renewal One' shall remain in full force and effect.

CANTEEN SERVICES, INC.

COUNTY OF WEXFORD on behalf of the WEXFORD COUNTY SHERIFF'S OFFICE

Signature Date

Signature Date

Title

Title

Printed name

Printed name

Signature Date

Chairman, Board of Commissioners
Title

Printed name



Memorandum

Date: October 18, 2023

To: Board of Commissioners, Elected & Appointed Officials, and Employees

From: Administration

Subject: 2024 Holidays

The following are the Union(s), Circuit Court, District Court, and Probate Court approved 2023 Holidays:

- New Year’s Eve (2023/2024)..... Monday, January 1, 2024
- New Year’s Day Tuesday, January 2, 2024
- Martin Luther King Jr. Day Monday, January 15, 2024
- President’s Day Monday, February 19, 2024
- Good Friday Friday, March 29, 2024 *(1/2 Day - Close at Noon)*
- Memorial Day..... Monday, May 27, 2024
- Juneteenth Wednesday, June 19, 2024
- Independence Day..... Thursday, July 04, 2024
- Labor Day Monday, September 2, 2024
- Veteran’s Day Monday, November 11, 2024
- Thanksgiving Day Thursday, November 28, 2024
- Day After Thanksgiving Friday, November 29, 2024
- Christmas Eve Tuesday, December 24, 2024
- Christmas Day Wednesday, December 25, 2024
- New Year’s Eve..... Tuesday, December 31, 2024
- New Year’s Day Wednesday, January 01, 2025

*1/2 Day: Excludes COAM, POAM 312, POAM 312 - Dispatch, and POAM - Non 312

Wexford County Board of Commissioners
437 East Division Street
Cadillac, Michigan 49601

RE: 2023 Budget for the Remedial Action Plan - Wexford County Landfill

Dear Wexford County Board of Commissioners:

Pescador, LLC (Pescador) is pleased to provide the following budget for implementing the remainder of the Wexford County Landfill Remedial Action Plan (RAP). The RAP originally included a number of objectives which required completion under the 2002 Consent Order (ORDER No. WMD 115-18-02).

In general accordance with the requirements of the Consent Order, Pescador performs the following tasks to implement the remainder of the RAP:

- Complete the Annual Long Term Groundwater Monitoring in accordance with the revised Long Term Monitoring Plan (LTMP) dated June 20, 2016 (revised April 28, 2020, revised August 18, 2022);
- Prepare an Annual Long Term Groundwater Monitoring Report detailing the findings of the LTMP sampling;
- Reply to any correspondence from the Michigan Department of Environmental Quality (MDEQ);
- Deliver an annual update to the Wexford County Board of Commissioners; and
- Provide engineering, hydrogeology, and/or geology services to Wexford County, as appropriate.

Additional tasks may be defined after reviewing the RAP and/or discussions with the MDEQ.

Estimated Annual Budget

The estimated annual budget for providing oversight of the RAP obligations, are detailed in the following list of tasks:

Complete the Annual Long Term Groundwater Monitoring	\$14,600.00
Invoice No. B664.....	-\$1,631.25
Invoice No. B671.....	-\$671.65
Complete the Annual Long Term Groundwater Monitoring Report	\$4,800.00
Well abandonment **	\$0.00
Invoice No. B644.....	-\$27,406.70
Invoice No. B664.....	-\$5,852.72
Update Annual Financial Assurance Plan (*up to 40 hours)	\$3,000.00
Invoice No. B646.....	-\$300.00
Invoice No. B664.....	-\$150.00
Estimated RAP Budget (**see note below).....	\$25,000.00
Invoice No. B621.....	-\$1,662.50
Invoice No. B646.....	-\$1,162.50
Invoice No. B664.....	-\$ 825.00
Estimated Annual Analytical Budget (****see note below)	\$10,000.00
Total Estimated 2023 Annual Budget	\$57,400.00
Total remaining 2023 Annual Budget	\$ 17,737.68

*Note – Pescador will spend up to 40 hours working with Wexford County and MDEQ to revise the annual Financial Assurance Plan. In the event that additional time is needed to revise the plan, Pescador will notify Wexford County prior to spending additional funds.

**Note – Proper well abandonment requires cement grouting from the bottom of the well screen to the top of the well casing using tremie pipe method. Abandonment is billed per foot for grouting plus labor costs. Therefore, well abandonment charges depend on the accessibility to each well and the total depth of the well.

***Note – The estimated RAP budget includes property access agreements, working with the Wexford County Attorney for access to properties, communications with Wexford County Board Members, and attending a limited number of Board Meetings. In the event that additional time is needed to complete these tasks, Pescador will notify Wexford County prior to spending additional funds.

****Note – The estimated annual analytical budget includes the costs for the annual long term groundwater monitoring plan. These costs are billed directly to Wexford County by the laboratory to reduce markup.

It is Pescador's goal to continue to pursue amendments to the RAP and to continue to reduce groundwater monitoring costs and completion of the additional components of the RAP.

If you have any questions regarding the scope of our proposed services or the cost estimate, please contact me at 231-468-9182. Pescador appreciates the opportunity to provide these services to you.

Sincerely,
PESCADOR, LLC



Daniel M. Staub
Project Manager

DMS\mma