



**Courts, Public Safety, and
Infrastructure Development Committee
Meeting Agenda**

April 9, 2024

6:00 p.m.

Hybrid In-Person and Virtual Meeting

304 E. Grand River Ave., Board Chambers, Howell, Michigan

Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC

<https://us02web.zoom.us/j/3997000062>

A quorum of the Board of Commissioners may be in attendance at this meeting.

			Pages
1.	Call Meeting to Order		
2.	Roll Call		
	Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, Dave Domas, Nick Fiani		
3.	Approval of Minutes		
	3.1 Meeting Minutes dated: March 11, 2024		3
4.	Approval of Agenda		
5.	Reports		
6.	Call to the Public		
7.	Resolutions for Consideration		
	7.1 Drain Commissioner	Ken Recker	6
	Resolution Granting Authorization of Legal Council to File a Petition in Washtenaw County Circuit Court to Allow for Lake Level Variations and Confirm the Boundaries of a Lake Level Special Assessment District of Portage and Baseline Lakes on Behalf of Livingston and Washtenaw Counties		
	7.2 Prosecutor	David Reader	13
	Resolution Authorizing an Agreement with Karpel Solutions to Provide Software Services for Operation of the Prosecutor's Office		
	7.3 Public Defender	Karen Groenhout	54
	Resolution Authorizing the Business Property Lease Agreement with 1221 Building Group, LLC for the Livingston County Public Defender's Office to Occupy 1221 Byron Road, Howell, MI 48843		

7.4	Sheriff	Mike Murphy	62
	Resolution Authorizing an Agreement with Vance Outdoors, Inc. to Provide Ammunition Supply Services for the Livingston County Sheriff's Office		
7.5	Community Corrections	Sara Applegate	69
	Resolution Authorizing Community Corrections Plan and Application for FY 2025 be Submitted to the Michigan Department of Corrections on May 1, 2024		
7.6	Community Corrections	Sara Applegate	82
	Resolution to Approve the Livingston County Community Corrections Advisory Board's Amended Bylaws		
7.7	Board of Commissioners	Wes Nakagiri	91
	Resolution Requesting Court Case Code, Case Weight, and Case Load Data from the State Court Administrative Office		
8.	Adjournment		

Courts, Public Safety, and Infrastructure Development Committee Meeting Minutes



March 11, 2024, 6:00 p.m.
Hybrid In-Person and Virtual Meeting
304 E. Grand River Ave., Board Chambers, Howell, Michigan
Zoom Virtual Meeting ID: 399-700-0062 / Password: LCBOC
<https://us02web.zoom.us/j/3997000062>

Members Present: Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, David Domas, Nick Fiani

1. Call Meeting to Order

The meeting was called to order by the Committee Chair, Commissioner Nakagiri, at 6:00 p.m.

2. Pledge of Allegiance

All rose for the Pledge of Allegiance to the Flag of the United States of America.

3. Roll Call

Wes Nakagiri - Chairman, Douglas Helzerman - Vice Chairman, Dave Domas, Nick Fiani

Roll call by the recording secretary indicated the presence of a quorum.

4. Approval of Minutes

4.1 Meeting Minutes dated: December 18, 2024

Motion to approve the Minutes as presented.

It was moved by N. Fiani

Seconded by D. Domas

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

5. Approval of Agenda

Motion to approve the Agenda as presented.

It was moved by N. Fiani

Seconded by D. Helzerman

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

6. Reports

None.

7. Call to the Public

The following persons addressed the Board: Stephanie Miklos, City of Howell.

8. Resolutions for Consideration

8.1 Court Central Services

Resolution Authorizing Specialty Courts and Programs to Apply for the Substance Abuse and Mental Health Services Administration (SAMHSA) Grant for FY2025-FY2030

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: N. Fiani

Sara Applegate, Specialty Courts Administrator, presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

8.2 Sheriff - Jail

Resolution Authorizing a Contract Renewal with Blue Cross Blue Shield for Discounted Medical Billing 2024

Motion to recommend the resolution to the Board of Commissioners.

Moved by: N. Fiani

Seconded by: D. Helzerman

Sheriff Murphy presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

8.3 Sheriff

Resolution Authorizing the Sheriff's Office and the County of Livingston to Apply for the FY 2025 State of Michigan Office of Highway Safety Planning, Project Proposal Grant

Motion to recommend the resolution to the Board of Commissioners.

It was moved by D. Domas

Seconded by D. Helzerman

Sheriff Murphy presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

8.4 Sheriff

Resolution Approving the Performance Requirements of the Michigan Department of Transportation Form Number 2207B

Motion to recommend the resolution to the Board of Commissioners.

Moved by: D. Helzerman

Seconded by: N. Fiani

Sheriff Murphy presented the resolution and answered questions from Commissioners.

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)

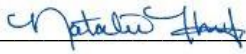
9. Adjournment

Motion to adjourn the meeting at 6:18 p.m.

It was moved by D. Helzerman
Seconded by Nick Fiani

Yes (4): W. Nakagiri, D. Helzerman, D. Domas, and N. Fiani

Motion Carried (4 to 0)



Natalie Hunt, Recording Secretary

UNAPPROVED

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Granting Authorization of Legal Council to File a Petition in Washtenaw County Circuit Court to Allow for Lake Level Variations and Confirm the Boundaries of a Lake Level Special Assessment District of Portage and Baseline Lakes on Behalf of Livingston and Washtenaw Counties – Drain Commissioner

WHEREAS, the Portage and Baseline Lake Dam is located in Washtenaw County; and

WHEREAS, there is a legally established lake level for Portage and Baseline Lakes located in both Livingston and Washtenaw Counties and the dam is operated in accordance with the Inland Lakes and Dam Safety provisions (Parts 307 and 315) of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (NREPA); and

WHEREAS, the Washtenaw County Board of Commissioners and its delegated authority have previously been given jurisdiction for the operation and maintenance of the normal level of Portage and Baseline Lakes, in coordination with the Livingston County Board of Commissioners and its delegated authority; and

WHEREAS, a review of the historical court orders relating to Portage and Base Line Lakes' normal levels found that revisions are necessary to be consistent with state law to ensure that the court order authorizes lake level variations and accurately delineates the boundaries of a lake level special assessment district to fund maintenance of the normal levels; and

WHEREAS, Washtenaw County has retained the legal services of Fahey Shultz Burzych Rodes PLC to assist with the Part 307 lake level process, including filing a petition in the Washtenaw County Circuit Court; and

WHEREAS, Livingston County Resolution 2023-08-154 has previously authorized an expenditure exceeding the \$10,000 annual maintenance limit for a total of \$400,000 for repair of the Portage and Baseline Lake Dam; and

WHEREAS, since the passage of Resolution 2023-08-154, updated information indicates the probable exceedance of the \$400,000 expense limit; and

WHEREAS, expenditures related to the Portage and Baseline Lake Dam are funded by an established special assessment district; and

WHEREAS, the established special assessment district for expenditures related to the Portage and Baseline Lake Dam includes residents in Washtenaw and Livingston Counties.

THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Livingston, that pursuant to Part 307, the Washtenaw County Water Resources Commissioner (WCWRC) is authorized to approve annual expenditures of over \$10,000 for activities to maintain the normal levels on Portage and Baseline Lakes.

BE IT FURTHER RESOLVED by the Board of Commissioners for the County of Livingston that the expense limitation as indicated in Resolution 2023-08-154, is hereby rescinded.

BE IT FURTHER RESOLVED by the Board of Commissioners for the County of Livingston that the WCWRC is authorized to hire legal counsel to assist with amending and confirming the boundaries of the established special assessment district, including filing a petition in the Washtenaw County Circuit Court; and amending the lake level order for Portage and Base Line Lakes to allow for lake level variations.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners

From: Ken Recker, P.E.

Date: 03/26/2024

Re: Resolution granting authorization of legal council to file a petition in Washtenaw County circuit court on behalf of Livingston and Washtenaw Counties for Portage and Baseline Lake Dam.

Honorable Commissioners:

As previously discussed, the Portage and Baseline Lake dam, also known as the Flook Dam, is located on the Huron River within Dexter Township in Washtenaw County. The current structure was constructed in 1965, under a cooperative agreement between Livingston and Washtenaw Counties. It maintains water levels for both Portage Baseline Lakes using 5 radial gates separated by concrete piers. This structure is located within Washtenaw County, but the assessment district includes properties in both Washtenaw and Livingston Counties.

As shared with the Board of Commissioners last year, one of the five dam gates failed. The current recommended repairs on the dam will be in excess of \$10,000 based on an engineer's construction estimate of cost. Resolution 2023-08-154 approved an expense in excess of the annual maintenance limit of \$10,000 as required to proceed with the repair process. However, a \$400,000 expense limit was also placed on this approval. Updated repair estimates, based on 60 percent complete plans, now indicate the probable exceedance of this expense limit. It is important to note that contractor bids provide the best estimate of project cost. Pursuant to Part 307 of the Natural Resources and Environmental Protection Act (MCL 324.30718), contractor bids will not be available until the State Dam Safety Unit approves the plans for the replacement gates.

Also pursuant to Part 307, the Delegated Authority must file a petition with the circuit court to

1. Amend any previous lake level orders (discussed in further detail below), and
2. Amend the special assessment district which will fund the repairs. The special assessment district was established in 1949 for Portage Lake and 1956 for Baseline Lake (both amended in 2012).

Due to a recent State Supreme Court ruling (on Higgins Lake in Roscommon County), adding language to the court order that allows for reasonable short-term variations in lake levels due to weather, drought, or other factors that are out of human control is recommended. The petition filed will not seek any change from the prior established summer and winter lake levels but will allow updating to the boundaries of the lake level special assessment district to ensure that residents with frontage or access to Portage or Baseline Lakes are included.

All expenses would be assessed to the Portage and Baseline Lake Dam special assessment district, which currently includes approximately 818 properties in Livingston County, as well as additional properties in Washtenaw County. We expect approximately 121 properties to be added to the lake level district and 6 removed based on a preliminary review of property information. There is no assessment of benefits to Livingston County associated with this project.

In conclusion, approval of this resolution would allow legal council to proceed with filing a petition on behalf of Livingston and Washtenaw Counties allowing lake level variations consistent with state law and to confirm the boundaries of the lake level special assessment district of Portage and Baseline Lakes. This resolution also rescinds the expense limitation indicated in Resolution 2023-08-154. Necessary repairs cannot proceed until these steps are completed.

We respectfully request passage of the attached resolution. If you have any questions regarding this matter, please contact me.

Enclosures (2): **Proposed district map**

Resolution 2023-08-154

RESOLUTION

NO: 2023-08-154

LIVINGSTON COUNTY

DATE: August 28, 2023

Resolution Granting Authorization to Exceed the \$10,000 Annual Maintenance Limit For Repair of the Portage and Baseline Lake Dam – Drain Commissioner

- WHEREAS,** the Portage and Baseline Lake Dam is located in Washtenaw County; and
- WHEREAS,** there is a legally established lake level for Portage and Baseline Lakes located in both Livingston and Washtenaw Counties and the dam is operated in accordance with the Inland Lakes and Dam Safety provisions (Parts 307 and 315) of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended (NREPA); and
- WHEREAS,** the Washtenaw County Water Resources Commissioner has been delegated the authority under Part 307 of the NREPA (“Part 307”) for operation and maintenance of the Portage and Baseline Lake Dam on behalf of Washtenaw and Livingston Counties; and
- WHEREAS,** the Washtenaw County Water Resources Commissioner secured the services of a registered professional engineer to perform a structural inspection of the Portage Baseline Dam in addition to the required triannual inspection reports as required through part 307 (Inland Lake Levels); and
- WHEREAS,** the inspection report determined that the radial gates are in poor condition, and other various deficiencies exist, and maintenance and repair measures are required at this time; and
- WHEREAS,** the inspection report recommends replacement of the radial gates, installation of a new hoist and winch system, repairing of a retaining wall, and applying waterproofing to concrete surfaces as soon as possible; and
- WHEREAS,** installation of a telemetry enabled control panel and camera network is necessary for remote operations of the dam; and
- WHEREAS,** the safety warning signs and buoys surrounding the dam complex are in need of maintenance and repair at this time; and
- WHEREAS,** the delegated authority has the ability to expend up to Ten Thousand (\$10,000.00) Dollars in any one year for the maintenance and repair of a lake level project under Part 307; and
- WHEREAS,** it is estimated that expenditures of over Ten Thousand (\$10,000.00) are necessary for the current estimated repairs of the Portage and Baseline Lake Dam; and
- WHEREAS,** expenditures related to the Portage and Baseline Lake Dam are funded by an established special assessment district; and
- WHEREAS,** the established special assessment district for expenditures related to the Portage and Baseline Lake Dam includes residents in Washtenaw and Livingston Counties; and
- WHEREAS,** the Livingston County Drain Commissioner has advised the Livingston Board of Commissioners that an inspection has been made of Portage Baseline Dam, and it has been determined that certain repairs are necessary to maintain the legal lake level; and
- WHEREAS,** expenditures of over Ten Thousand (\$10,000.00) may not be expended until approved by Resolution of the Livingston and Washtenaw County Board of Commissioners; and

THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Livingston, that pursuant to Part 307, the Washtenaw County Water Resources Commissioner is authorized to exceed the annual maintenance limit of \$10,000, for a total of \$400,000 covering the years 2023-2024 funded by an established special assessment district, to construct maintenance and repair work identified and necessary in the dam inspection report dated July, 2023, upgrade the control mechanisms as noted, and repair the safety warning system as necessary.

BE IT FURTHER RESOLVED that this authorization extends for a period to encompass the years 2023-2024, and if final project costs differ we expect another resolution over which the project will be financed.

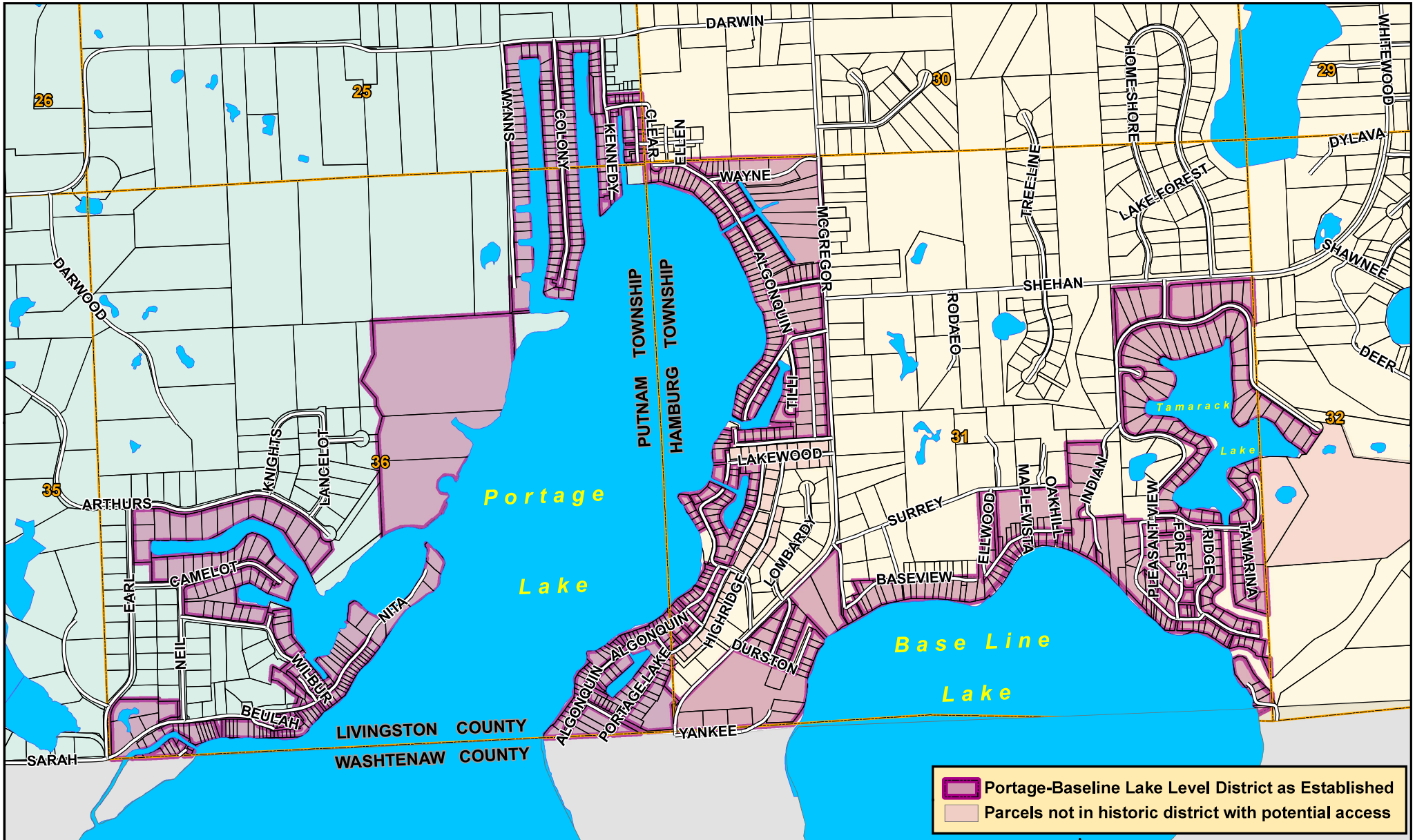
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MOVED: D. Helzerman


SECONDED: F. Sample

CARRIED: Yes (9): D. Helzerman, D. Domas, F. Sample, W. Nakagiri, J. Drick, R. Deaton, M. Smith, N. Fiani, and J. Gross; No (0): None; Absent (0): None


ATTACHMENT



	Portage-Baseline Lake Level District as Established
	Parcels not in historic district with potential access


 Livingston County Drain Commissioner
 2300 E Grand River
 Howell, Mi. 48843
 Printed July 18, 2023

Portage - Baseline Lake Level Assessment District (Livingston Portion)
 A part of Sections 25 and 36 of Putnam Township and a part of Sections 31 and 32 of Hamburg Township


 1 inch = 800 feet

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Karpel Solutions to Provide Software Services for Operation of the Prosecutor’s Office - Prosecutor

WHEREAS, Livingston County has a need for software services for operation of the Prosecutor Office; and

WHEREAS, the Prosecuting Attorneys Association of Michigan (hereinafter referred to as “PAAM”), currently provides Livingston County the software for the operation of the Prosecutor Office; and

WHEREAS, the current software services offered by PAAM have become outdated marching towards incompatibility with the Microsoft operating environment; and

WHEREAS, PAAM conducted a software review project with multiple vendors over a multi-year time frame which was voted on by the 83 prosecutors in the State of Michigan; and

WHEREAS, Karpel Solutions was the software vendor selected by the majority of prosecutor offices in the State of Michigan; and

WHEREAS, PAAM secured funding for the upfront costs of the Karpel Solutions software from appropriation from the State of Michigan Budget, leaving counties to pay for ongoing software maintenance plus optional operational options; and

WHEREAS, the Karpel Solutions software installs are occurring over a three-year time-period with a Livingston County install date being approximately May to July of 2025; and

WHEREAS, Karpel Solutions software is essential for the operation of the prosecutor office in that the current software offered by PAAM is being phased out; and

WHEREAS, in accordance with the County’s Purchasing Policy, a formal quoting process was performed and negotiated by PAAM with Karpel Solutions (State Contract Pricing); and

WHEREAS, the Prosecutor’s Office needs legal counsel review and approval by the Board of Commissioners of the Karpel Solutions Contract to move forward with the signing of the contract and to secure dates for install; and

WHEREAS, PAAM has secured state funding for the upfront one-time software costs of \$149,725; and

WHEREAS, Karpel Solutions basic Annual Support Services are contracted for \$26,225; and

WHEREAS, PAAM software services currently are \$15,272 per year for software maintenance; and

WHEREAS, no additional funding for software maintenance and/or installation is needed for budget year 2024; and

WHEREAS, additional software options for Karpel Solutions will be reviewed by the Prosecutor Office during 2024 and if needed will be requested in the annual budget request for the Prosecutor Office.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the signing of the Karpel Solutions contract with Livingston County for software services for the Prosecutor Office the software being necessary for the operation of the office and to allow access to PAAM forms and data; as presented in the contract attachment, with PAAM funding the software and implementation costs and the County paying ongoing software maintenance costs.

BE IT FURTHER RESOLVED that any optional addon items adding additional cost to the Karpel Solutions contract is subject to further review and approval by the Board of Commissioners

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

#

MOVED:
SECONDED:
CARRIED:

DAVID J. READER
Prosecuting Attorney



CAROLYN J. HENRY
Chief Assistant Prosecutor

Office of the
LIVINGSTON COUNTY PROSECUTING ATTORNEY

210 South Highlander Way • Howell, Michigan 48843
(517) 546-1850 • Fax (517) 546-0728
<http://www.livgov.com/prosecutor>

March 8, 2024

To: Livingston County Board of Commissioners

From: David Reader

Re: Resolution to Approve Karpel Solutions Contract

The Livingston County Prosecutor's office is requesting the Board of Commissioners to approve the proposed contract between Karpel Solutions and the Prosecutor's Office.

The software presently used (ACT-JCT) by our office is provided by the Prosecuting Attorneys Association of Michigan (PAAM). It is a DOS looking package that is rapidly becoming obsolete. Increasingly, it is becoming incompatible with the Microsoft Software used by the county. The proposed software is what runs the office and provides us access to state provided forms and data that is essential for the work we do.

PAAM conducted a multi-year review with multiple vendors for replacement software to run prosecutor offices in the state. Ultimately, those options were reviewed and voted on by the 83 prosecutors in the state. Karpel Solutions was the vendor selected.

PAAM, as part of the vendor selection process, negotiated pricing for the counties with the chosen vendor. PAAM secured funding from the State of Michigan to pay the upfront costs for the software.

The software installs around the state are occurring over a two to three year period, with installs beginning in 2024. Although we were offered a 2024 install date, I delayed, to learn from the experience of other counties. The installs in the other counties are now occurring. I will be making site visits to those other counties, with IT in tow, to educate ourselves on their installs.

We are hoping for a 2025 summer install, however, the contract needs to be signed at this time to place us on the schedule. There is no additional funding needed for 2024.

The upfront software purchase is being covered by the state. That amount is \$149,725.00. Annual software support services are \$26,225.00, for the basic package.

Annual operational costs for the software after the statewide rollout, are then covered by each individual county. Package addons that provide additional functionality are paid for by each individual county. An addon for instance could be an electronic interface with the Courts database, electronic filing or scheduling for instance. I will review the addons over the summer, and if needed will include those in my annual budget request.

I have attached the proposed contract for review with the resolution.

If you have any questions, please don=t hesitate to contact me at 517-546-1850.

**PROSECUTING ATTORNEYS
ASSOCIATION OF MICHIGAN
&
Livingston County Prosecutor's
Office**

CONTRACT FOR



PROSECUTORbyKarpel®

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15.1 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN	28

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 Livingston 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, outline, 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

Initials CLB

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:	Agency: Michigan Livingston County
PbK Installation <u>with</u> / <u>without</u> data conversion	Agency Address:
State Agency: PAAM	Issue Date:
State Agency Address:	Request Date:
Livingston County Main Contact:	Livingston County Contact Phone:
	Livingston County Contact Email:
Assigned Karpel Trainer/Project Manager:	
Assigned Karpel Contact Phone:	
Assigned Karpel Contact Email:	

PAAM Signature Authorization to Proceed:		Date:	
Livingston County 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 Member County.

The following questions must be completed by the Agency:

Number of users:	27	
System Administrator Name:		
System Administrator E-mail:		
System Administrator Phone:		
Current Case Management System:		
Do you currently send / receive data from LE:		Via <u>paper</u> or <u>electronically</u>
If yes, provide name(s) of the case management / jail / booking software used?		
Does your office use a program for Restitution tracking / collection?		
If yes, provide the name of the program.		
Does your office use program for tracking Bad Checks?		
If yes, provide the name of the program.		
Does your office use program for tracking Civil?		
If yes, provide the name of the program.		
Does your office use program for tracking Diversion?		
If yes, provide the name of the program.		
Does your office use program for tracking Juvenile?		
If yes, provide the name of the program.		
What email system do you currently use? (Exchange/Gmail/365/?)		
Do you have space large enough for training?		
Current Internet speeds:	UP:	DOWN:
Comments or other information:		
Project Assumptions:		
The following list of assumptions and provisions pertain exclusively to the associated for. The work Member County 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 22ddditional fees being billed to the Member County or PAAM.
- Karpel Solutions will notify the Member County and PAAM within 3 business days of any changes resulting in the delay of the implementation of the planned scheduled tasks.
- The Member County 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 Member County 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.

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

Project start date: According to Project Timeline Below

Project end date: According to Project Timeline Below.

PROSECUTORbyKarpel Implementation Timeline

<u>Deadline</u>	<u>Tasks and deliverables</u>	<u>Days out</u>
	Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan. Assigned resources: Karpel Project Manager. Client Project Manager	120
	Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites. Assigned resources: Client Project Manager and IT personnel	100
	<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. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	90
	Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement. Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.	80
	Teleconference status meeting with Karpel and Client Project Manager to review progress and answer 23dditional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	60
	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 23dditional23ty, document generation, Outlook Calendaring and email on each workstation. Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.	45
	<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. Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators	40
	The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet. Assigned resources: Karpel Project Manager. Client Project Manager.	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
	<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>	Go Live 06/16/2025

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.

The following costs are invoiced directly to PAAM as referenced in Section 2.2:

Software Products/Licensing	Qty.	Price		Total
PROSECUTORbyKarpel	27	\$2,250	(\$6,075)	\$54,675
External Agency Portal	1	\$20,000		\$20,000
Total Software				\$74,675

Installation Services	Qty.	Price		Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000		\$1,000
Data Preload	1	\$5,000		\$5,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	27	\$50		\$1,350
Total Installation Services				\$7,350

Professional Services	Qty.	Price		Total
Project Management		No Additional Cost		
Pre-Implementation Services (hours, remote)	12	\$150		\$1,800
Data Conversion: ACT/JCT	1	\$25,000		\$25,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	8	\$150		\$1,200
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500		\$2,500
Total Professional Services				\$30,500

Training Services	Qty.	Price		Total
On-Site Go-Live Training (days)	5	\$3,200	2 resources	\$16,000
Post Go-Live Support and Training (Remote, days)	1	\$1,200	1 resource	\$1,200
Total Training Services				\$17,200

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 \$149,725

Annual Support Services	Qty.	Price		Total
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PROSECUTORbyKarpel	27	\$450	\$12,150
External Agency Portal	1	\$4,000	\$4,000
Hosted Services (per user/year)	27	\$100	\$2,700
Unlimited eDiscovery	1	\$3,375	\$3,375
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			\$26,225

Optional Items

Optional Items on the Optional Items Menu below are available for purchase by the Member Agency but costs for Optional items will be borne by the Member Agency exclusively and billed separately to the Member Agency directly.

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
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
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
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
Other Custom Interfaces (anything not listed above)	\$25,000
<i>Custom Interface Support</i>	\$5,000
Test & Training Environment (annual cost)	\$1,200

Optional Items Selected by Livingston County			
Livingston County Optional Items One-Time Cost	Qty.	Price	Total
NONE	0	0	0
Total Optional Items One-Time Cost			0

Livingston County Optional Items Annual Support Services	Qty	Price	Total
NONE			
Total Optional Annual Support Services			0

Payment
Karpel Solutions will invoice PAAM for Items listed on page 8 of Master Agreement. Karpel Solutions will invoice Member Agency for selected Optional Items listed directly above.

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.

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

Livingston County

Karpel Solutions



Signature

Signature

Printed Name

Jeffery L. Karpel

Printed Name

Title

CEO

Title

Date

9/7/23

Date

PAAM Representative

Signature

Printed Name

Initials CLB

Title

Date

15. Appendix B

15.1 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

LIVINGSTON 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.

Livingston County

Karpel Solutions



Signature

Signature

Printed Name

Jeffery L. Karpel
Printed Name

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	Eyes	(555)555-5555	Phone	53245243	State ID
Unavailable	Saint Louis	City	MO	State	63101	Zip	State-License#	CA 19191818238	Lic/Class/Exp	665544333
Police	Walmart	Employer	WRD-Ward of the Court 07-15-2015			Defendant Status				

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, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll 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 Co-Defend Court Dates

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohibtd Device, Fish & Game	V		GUILTY-PLA	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

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing the Business Property Lease Agreement with 1221 Building Group, LLC for the Livingston County Public Defender’s Office to Occupy 1221 Byron Road, Howell, MI 48843 – Public Defender

WHEREAS, Livingston County Public Defender’s Office is located at 1221 Byron Rd., Howell, MI 48843; and

WHEREAS, 1221 Building group and the Livingston County Public Defender have negotiated a lease for the Public Defender’s Office to occupy 1221 Byron Road, Howell, MI 48843; and

WHEREAS, the 65-month lease average base rate is \$0.70 sq. ft. for 7,001 sq. feet, or an average of \$9,900 per month; and

WHEREAS, the lease provides that the tenant will pay heating, cooling and electric during the term of the lease. Landlord will maintain in good condition and order, the parking areas and landscaped areas including the maintenance of ground surfaces, exterior trash and debris removal, snow removal and lighting; and

WHEREAS, the Landlord at 1221 Building Group, LLC is identified as follows:
1221 Building Group, LLC
Geoffrey Greeneisen
4926 Chilson Rd.
Howell, MI 48843

WHEREAS, the lease is effective on or about August 1, 2024 through December 31, 2029, with rent during the first year of the lease set at \$9,900 per month, and with annual adjustments as provided in the lease agreement; and

WHEREAS, funds are available for this purpose from state grants administered by Livingston County Public Defender’s Office.

THEREFORE, BE IT RESOLVED, that the Livingston County Board of Commissioners approves a Business Property Lease Agreement with 1221 Building Group, LLC commencing August 1, 2024 at 1221 Byron Road, Howell, MI 48843 at a rate \$9,900 per month, with adjustments as provided in the terms of the lease.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

#

**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Karen Groenhout, Livingston County Public Defender
Date: February 27, 2024
Re: Resolution Authorizing the Business Property Lease Agreement with 1221 Building Group, LLC for the Livingston County Public Defender's Office to Occupy 1221 Byron Road, Howell, MI 48843 – Public Defender

Attached for your consideration and approval is a resolution authorizing the business property lease with 1221 Building Group for the Livingston County Public Defender's Office to occupy said property.

The Livingston County Public Defender's Office has occupied 1221 Byron Road, Suite 1, since its inception in 2020. In October 2023, the Livingston County Public Defender's Office's lease was modified to include the entire building located at 1221 Byron Road to accommodate the expansion of the department. The current lease agreement is set to expire on July 31, 2024.

The funds for the modified lease agreement were built into the FY24 grant cycle and are available for this purpose. No general fund dollars will be affected by entering into this new lease agreement.

1221 BUILDING GROUP, LLC
BUSINESS PROPERTY LEASE AGREEMENT

1221 Byron Rd.
Howell, MI 48843

The parties to this Lease voluntarily bind themselves to the covenants contained herein as the basis for the Lease. **1221 Building Group, LLC** whose address is 4926 Chilson Rd. Howell, MI 48843, the Lessor (hereinafter referred to as the LANDLORD), will lease that portion of the building and adjoining space described in this Lease to **Livingston County Public Defender Office** whose address is: 204 S Highlander Way, #5, Howell MI, the Lessee (hereinafter referred to as the TENANT), and the Tenant will pay reasonable rent for said premises.

1) Description. The premises to be leased is:

**1221 Byron Rd.
Howell, MI 48843**

Per the attached floor plan, Exhibit "A", representing approximately 7,001 square feet. Tenant acknowledges that they have seen the space and are satisfied with the dimensions.

2) **Term.** This Lease shall be for a term of 65 months commencing, on or about August 1, 2024 and running through December 31, 2029. This Lease will replace the existing lease between the Tenant and Landlord signed October 24, 2019 which would expire on December 31, 2024. This Lease will coincide with the amendment to the Lease, which added additional space to the Leased premises and was signed by Tenant and Landlord on August 30, 2023 which will expire on July 31, 2024.

As funding for this Lease is contingent upon annual appropriations by the State of Michigan, Tenant may terminate this Lease upon 30 days' written notice to Landlord, if State funding is eliminated or substantially reduced.

3) **Rent.** For the premises described in paragraph 1, and the term set forth in paragraph 2, the Tenant agrees to pay a total rent of Six Hundred Ninety Nine Thousand Dollars One Hundred Twenty and no/100 (\$699,120.00). The rent shall be paid as follows:

The rent shall be paid in monthly installments in advance of the 1st day of each calendar month. The rent schedule is outlined as follows:

August 1, 2024 through December 31, 2024	\$9,900.00 per month
January 1, 2025 through December 31, 2025	\$10,197.00 per month
January 1, 2026 through December 31, 2026	\$10,502.00 per month
January 1, 2027 through December 31, 2027	\$10,818.00 per month

January 1, 2028 through December 31, 2028
January 1, 2029 through December 31, 2029

\$11,142.00 per month
\$11,476.00 per month

Rental payments made after the seventh day of the month shall be subject to a One Hundred Dollar (\$100.00) late payment charge, and Tenant agrees that such amounts are not a penalty, but are a reasonable amount to reimburse Landlord for the loss of the use of the funds and the additional administrative costs resulting from late payment.

4) **Security Deposit.** The Tenant has previously paid and Landlord is currently holding a security deposit of Five Thousand Dollars (\$5,000.00). This security deposit shall be continued to be held as security on this Lease. This security deposit will be utilized by the Landlord to return the premises to its condition prior to the inception of this Lease, reasonable wear and tear excepted, except that no charge shall be made for alterations, changes and improvements made with the consent of the Landlord. The security deposit may also be utilized, at the Landlord's option, to pay for repairs or damages which are properly the obligation of the Tenant during the term of the Lease. Landlord shall have the right (but not the obligation) to apply all or any part of the security deposit toward any amount that Tenant has failed to pay hereunder on a timely basis.

5) **Place of Payment.** Any payment due from the Tenant to the Landlord under this Lease shall be made at the place the Landlord designates from time to time in writing.

6) **Holding Over.** In the event that Tenant holds over after expiration of this Lease without a written agreement between the parties to renew, extend or otherwise renegotiate the leasehold, the term of this Lease shall continue in effect on a month-to-month basis except that the rent shall be One Hundred and Fifty Percent (150%) of the amount payable during the last month of the lease without prejudice to any claim for damages or otherwise which Landlord may have against Tenant for failure to vacate the premises at the expiration of the term.

7) **Condition of Premises at Time of Leasing.** The Tenant acknowledges that it has examined the leased premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the conditions or state of repairs thereof have been made by the Landlord or its agent that are not expressed herein. The tenant hereby accepts the leased premises in their present condition at the date of the execution of this Lease.

8) **Use and Occupancy.** The premises shall be used during the term of this Lease for a specific commercial purpose, namely: General Office or related practices licensed by the State of Michigan. The premises shall not be used in violation of any law, municipal ordinance, or regulation. Nor shall premises be utilized for any purpose which poses an unreasonable or increased risk of fire or other destructive calamity. Breach of this clause shall permit the Landlord to terminate the Lease forthwith in accord with the Michigan Summary Proceedings Act.

9) **Care of Premises.** The Tenant shall not perform any act or carry on any practices that may injure the building or is a nuisance or a menace to other tenants in the building and shall keep the leased premises clean and free from rubbish and dirt at all times. Landlord shall provide janitorial and cleaning services for the common areas of the building only. Landlord will maintain, the parking areas and landscaped areas (including the maintenance of ground surfaces, exterior trash and debris removal, snow removal and lighting. Tenant shall be responsible for the day-to-day maintenance to the interior of the leased premises. Tenant shall change furnace filters for its office suites. Once suites are occupied by Tenant, Tenant shall be responsible for the maintenance of plumbing, electrical and heating systems inside of the suites. Landlord shall be responsible for failure of the heating and air conditioning systems during the lease period provided they have been properly maintained. Failure shall be determined by the furnace failing to ignite and the air conditioning compressor failing to cool.

10) **Compliance with Law.** The Tenant shall, at its own expense, and under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations, or ordinances of all municipal, county, and state authorities affecting the premises here leased, including but not limited to the cleanliness, signage, safety, occupation and use of the same.

11) **Casualty.** If the premises are damaged or destroyed, in whole or in part, during the term of this Lease, the Landlord shall repair and restore them to good and tenantable condition with reasonable dispatch. If the premises are untenable in whole, the rent shall abate in full until they are restored to good and tenantable condition. If the premises are untenable in part, rent shall abate pro rata until they are restored to good and tenantable condition.

PROVISOS:

A. If delay in repair or restoration is caused by the Tenant failing to adjust its own insurance or to remove its damaged goods, wares, equipment or other property within a reasonable time, the rent shall not abate during the period of the delay so caused;

B. If casualty damage is caused by the negligent or willful acts of the Tenant, its agents or employees, there shall be no rent abatement;

C. If, during the time of repair, the Tenant uses a portion of the premises for storage, Tenant shall be liable for a reasonable storage fee;

D. In the event the leased premises or the building are destroyed to the extent or more than one-half of the value thereof, the Landlord may terminate the Lease forthwith by a written notice to the Tenant.

12) **Loss Caused by Others.** The Landlord shall not be liable to the Tenant for damages occasioned by the acts or omissions of persons occupying adjoining premises or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, which is not the fault of the Landlord.

13) **Repairs.** The Landlord shall keep in good repair the roof, the walls, gutters and downspouts, and exterior painting. However, Landlord shall not be liable for and shall assess the cost of any such repair to the Tenant when the repair is made necessary by the negligent or willful acts of the Tenant, its agents or employees, reasonable wear and tear excepted. The Landlord warrants that the windows, window casings, doors, and door jambs are in good repair and working condition at the time the Tenant takes possession, but Tenant shall thereafter be responsible for keeping them in good repair and working condition except for repairs necessitated by the negligent or willful acts of the Landlord, its employees and agents.

14) **Repairs and Alterations by Tenants.** Tenant will, at its own expense, keep the interior of the leased premises in good repair, and will, at the expiration of this Lease, deliver the premises to the Landlord in like condition to when taken, reasonable use and wear thereof and damage by the elements excepted. Tenant shall not make any alterations, additions, or improvements to the leased premises without Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the leased premises, except moveable office furniture and trade fixtures and moveable equipment installed at the expense of the Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the leased premises at the termination of this lease without molestation or injury.

15) **Advertising Displays.** All signs and advertising displays in and about the premises shall be such as to only advertise the business carried on in said premises and shall be in accordance with the **City of Howell** general ordinances. Tenant may remove any signs at the expiration of the Lease. All signage is subject to the approval of the Landlord. There is marquee signage associated with this lease. Landlord shall approve signage before it is displayed, ordered or installed.

16) **Assignment.** The Tenant shall not assign, transfer, or mortgage this Lease or sublet the leased premises in whole or in part without the Landlord's prior written consent. The Landlord shall have the right to assign this Lease to a new building owner.

17) **Insurance and Indemnification.** Tenant shall indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about the premises or the building arising out of Tenant's use of the lease premises or any act or omission of Tenant, his agents, employees, contractors or invitees. Throughout the term of this lease, Tenant will procure and keep in effect during the term of the lease public liability and property damage insurance for the benefit of Landlord in the sum of Five Hundred Thousand Dollars (\$500,000.00) for damages resulting to one person and One Million Dollars (\$1,000,000.00) for damages resulting from one casualty and Five

Hundred Thousand Dollars (\$500,000.00) property damage insurance resulting from any one occurrence. The Landlord shall be named as an additional insured on the Tenants policy. All policies shall be in such form and with insurance companies as shall be satisfactory to Landlord with a provision for at least thirty (30) days advanced written notice to Landlord in the event of cancellation. At least twenty (20) days prior to the expiration of any such policy, Tenant shall deliver a substitute therefore with evidence of payment of the premiums. If Tenants fail to provide copies of insurance to Landlord, Tenants Rent shall increase by \$200 per month and the increase shall be due accordance with the rent schedule in paragraph 3.

18) **Re-Renting.** Tenant hereby agrees for a period commencing Ninety (90) days prior to the termination of this lease, Landlord may show the leased premises to perspective tenants provided Tenant is given Twenty-Four (24) hour notice of the showing. The Tenant or its representative must in some way be accessible to receive such notice or the requirement to notify is voided. Sixty (60) days prior to the termination of this lease, Landlord may display in and about the leased premises and in the windows thereof, the usual and ordinary FOR RENT signs.

19) **Exterior of Building.** Landlord has not conveyed to Tenant any rights in or to the outer side of the outside walls of the leased premises or the building. Tenant shall be granted the ability to place signage over the west exterior door. All signage shall be at tenants sole expense and shall be approved by Landlord and comply with City of Howell ordinances.

20) **Binding Successors.** This Lease is binding on the respective heirs, successors, representatives and assigns of the parties.

21) **Utilities.** Heating, cooling, gas, electric, water and trash charges for the entire building are the responsibility of the Tenant during the term of this lease. Telephone, internet and cable television charges are the responsibility of the Tenant during the term of this lease.

22) **Taxes.** The Landlord shall pay all ad valorem real property taxes occurring against the premises. Special assessments shall likewise be the obligation of the Landlord. Personal property taxes for any equipment that the Tenant keeps at the premises shall be the responsibility of the Tenant.

23) **Cumulative Remedies.** Remedies, rights and benefits of this Lease are cumulative and shall not be exclusive of any other remedy, right or benefit contained herein or of any remedy, right or benefit allowed by law.

24) **Bankruptcy or Insolvency.** The Landlord may cancel this Lease in the event that the estate created hereby is taken in execution or by other process of law; or if the Tenant is declared bankrupt or insolvent according to law; or if any receiver is appointed

for the business and property of the Tenant; or if any assignment is made of the Tenants property for the benefit of creditors.

25) **Quiet Enjoyment.** Upon performing the foregoing covenants, the Landlord agrees that the Tenant shall and may peaceably and quietly have, hold, and enjoy the leased premises for the term herein.

26) **Notice.** Wherever this Lease requires notice to be served on Landlord or Tenant notice shall be sufficient if mailed by first-class mail with postage fully paid, to the last known address of the party to be served.

27) **Landlords Right to Mortgage.** Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlords interest in the lease premises. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints Landlord the Attorney-in-Fact of Tenant to execute and deliver any such instrument or instruments for and in the name of Tenant.

28) **Real Estate Brokers.** Jeffrey Doyle and David Geoffrey Greeneisen are licensed Real Estate Brokers in the State of Michigan.

In witness whereof, the parties have executed this lease on the ____ of _____, 2024.

LANDLORD:
1221 BUILDING GROUP, LLC

TENANT:
COUNTY OF LIVINGSTON, ON BEHALF
of LIVINGSTON COUNTY PUBLIC DEFENDER

By: Geoffrey Greeneisen
Its: Member

By:

All Rent Checks shall be made out to:

1221 Building Group, LLC

All Rent check shall be mailed to the building manager at:

Rescue LLC
4926 Chilson Rd.
Howell, MI 48843

Rescue Contact:
O (517) 545-1200
Jeff Doyle or Geof Greeneisen

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Agreement with Vance Outdoors, Inc. to Provide Ammunition Supply Services for the Livingston County Sheriff’s Office – Sheriff

WHEREAS, Livingston County has determined a need to contract for a supplier to provide ammunition for the Livingston County Sheriff’s Office on an as-needed basis; and

WHEREAS, the current contract is expiring; and

WHEREAS, in accordance with the County’s Procurement Policy, a formal bid process was performed and the submitted proposals were evaluated; and

WHEREAS, Vance Outdoors, Inc. of Columbus, OH, submitted a proposal to provide Ammunition supply services per the proposed rates in Attachment A: Revised Pricing Proposal of RFP-LC- 24-01 for a Five (5) year term beginning May 1, 2024 to April 30, 2029; and

WHEREAS, funding for same has been allocated and approved as part of the departmental budget.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an Agreement with Vance Outdoors, Inc. to supply ammunition on an as-needed basis for a Five (5) year term commencing on May 1, 2024 to April 30, 2029.

BE IT FURTHER RESOLVED that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above as prepared by Civil Counsel.

BE IT FURTHER RESOLVED that the Board Chairperson is authorized to sign renewals options for Vance Outdoors, Inc. to provide ammunition supply needs for Livingston County Sheriff’s Office as prepared by Civil Counsel upon satisfactory performance of the contract, as determined by the County Administrator.

#

**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY SHERIFF'S OFFICE
150 S. Highlander Way
Howell, Michigan 48843-2323

(517) 546-2400

MEMORANDUM

DATE: 3-19-24

TO: Board of Commissioners

FROM: Sheriff Michael J. Murphy

RE: Contract for Ammunition provider for the Sheriff's Office

The Livingston County Sheriff's Office has identified the need to establish a new vendor contract for the purchase of ammunition as the current contract is expiring May 1, 2024.

The RFP process was completed and only Vance Outdoor submitted a bid and was selected by the committee. RFP-LC- 24-01. Vance Outdoors is our vendor with whom the current contract has been in place since 2019. We have extensive experience with this provider and have been satisfied to this point.

Attached to the resolution are the supporting documents including the summary of the bid selection.

The Sheriff's Office is requesting that the Board of Commissioner's approve and sign the contract upon review from Civil Counsel. The proposed agreement is for a five-year contract beginning on May 1, 2024 and extending through April 30, 2029.

Thank you for your consideration and support

Sheriff Michael J. Murphy



**Bid Recap
For
Ammunition**

Lead Public Agency: Livingston County
Solicitation: RFP-LC-24-01

RFP Issued & Publicly Posted: 1/29/2024
Public Posting: Livingston County Fiscal Services Website and BidNet

RFP Proposals Due Date: 2/29/2024

Proposals Received: 1

Livingston County received one (1) proposal in response to the Request for Proposal (RFP) referenced above. Below is a recap of the bid evaluation.

The RFP was publicly posted on two websites resulting in the bid documents being downloaded by fifteen (15) qualified companies. Even though only one (1) qualified submission was received, the Evaluation Committee believes that the process created a system of free and open competition and should be considered valid.

The response was received from Vance Outdoors Inc. Vance Outdoors Inc. provided its response within the timeframe outlined in the RFP.

The evaluation consisted of a review of the responses to the Request for Proposal Scope of Work. A review of the minimum requirements revealed that the vendors met the minimum mandatory requirements and confirmed their understanding of the Scope of Work (Section 1). The vendor was determined to be responsive and responsible after a review of the answers to the Scope of Work sections and the information provided on the requisite forms.

The Evaluation Review Committee (ERC) consisted of three members. The ERC evaluated the proposal using the following scoring criteria:

- Proposal Responses (up to 50 points)
- Company Profile (up to 10 points)
- References (up to 10 points)
- Pricing Proposal (up to 30 points)

Based on the entire evaluation process, Vance Outdoors Inc. provided a proposal that offered the best overall value to the county. It is recommended that a five-year contract be awarded to Vance Outdoors Inc. for Ammunition. Vance Outdoors Inc. will also be awarded a CoPro+ cooperative contract not to exceed five years.

Attachment A – Pricing Proposal

Vendor Instructions: For purposes of proposal comparison, please complete Table 1, Table 2, and Table 3, and respond to questions 1 – 4 below.

Table 1

For Livingston County proposal comparison purposes only, please complete the table below:

Priced per case

Just purchase in cases of 200 rounds, has quoting 1,000 rounds.

QTY in Rounds	Description of Ammunition	Brands	Item #	Extended Price	Total	Rounds/case
34,000	Frontier 5.56 NATO 75 gr BTHP Match	Hornady	FR320	\$305.27	\$20,758.36	500 rds
1,500	.308 Win 168 gr A-Max TAP precision	Hornady	80965	\$262.05	\$2,096.40	200 rds
5,500	Critical Duty .45 ACP, +P 230 grain TAP CQ Pistol	Hornady	90925	\$338.40	\$3,722.40	500 rds
3,000	Critical Duty 9mm Luger +P 135 Grain Flexlock	Hornady	90225	\$275.65	\$1,653.90	500 rds
5,000	5.56 Nato 75 Grain BTPH T2 Tap	Hornady	8126N	\$166.10	\$4,152.50	200 rds
500	TAP 12 ga. 2 3/4 1 oz Foster Slug Light Magnum	Hornady	86235	\$151.50	\$757.50	100 rds
500	TAP 12 ga. 2 3/4 8 pellet light mag 00-Buck	Hornady	86275	\$99.80	\$499.00	100 rds
1,000	TAP SBR training 5.56 mm NATO 75 gr. BTHP	Hornady	81292	\$299.10	\$598.20	500 rds
1,000	.223 Rem 75 gr. BTHP TAP	Hornady	80265	\$166.10	\$830.50	200 rds
1,000	70 gr. CX TAP Barrier 5.56 NATO	Hornady	81265	\$224.05	\$1,120.25	200 rds
500	308 Win Tap 165 gr CX Heavy Barrier	Hornady	80985	\$396.10	\$1,188.30	200 rds
30,000	USA 9mm luger 115 gr. FMJ	Winchester	Q4172	\$122.23	\$7,333.80	500 rds
1,000	USA 9mm Luger 115 gr. FMJ	Winchester	USA9M MVP	\$238.90	\$238.90	1,000 rds
65,000	USA .45 ACP 230 gr. FMJ	Winchester	Q4170	\$166.11	\$21,594.30	500 rds

Just purchase in cases of 200 rounds, has quoting 1,000 rounds.

Please note this is an estimate of 2024 Ammunition needs for Livingston County and is not a guarantee of annual volume from Livingston County or the CoPro+ Cooperative agreement.

1. For the above Table 1: Please provide an estimated delivery after the receipt of the purchase order. What is the standard delivery timeframes for ammunitions after the receipt of the purchase order?

Response:

Current lead times range from 3 weeks to 6 months. See the attached "Qualifications and Service Plan" document for further information regarding delivery and lead times.

* Prices above are valid for the first 365 days (1-year) of the contract term (from date of contract award). See the attached "Qualifications & Service Plan" for additional comments regarding pricing.

**Table 2
Ammunition Catalog Certification**

Please certify whether or not your company can provide items listed below and either provide a rate offered or 'Percentage Off of List Price.' If 'Percentage Off of List Price' is selected as the preferred pricing method, please respond to question 2.

Description of Ammunition	Brands	Item #	Yes or No?	Rate Per Case	% off List Price	Rounds per Case
.45 ACP Caliber Pistol 230 grain FMJ	Winchester	Q4170	Yes	\$166.11	N/A	500 rds
9MM Luger +P 135 grain FMJ	Hornady	90225	Yes	\$275.65		500 rds
Frontier 5.56 NATO 75 gr BTHP	Hornady	FR320	Yes	\$305.27		500 rds
5.56 Nato 75 Grain BTPH T2 Tap	Hornady	8126N	Yes	\$166.10		200 rds
.308 Win 168 gr A-Max TAP precision	Hornady	80965	Yes	\$262.05		200 rds
12 Gauge OO buck, Light Magnum Tap	Hornady	86275	Yes	\$99.80		100 rds
12 Gauge Slug, Light Magnum Tap	Hornady	86235	Yes	\$151.50		100 rds
.45 ACP, +P 230 grain TAP CQ Pistol	Hornady	90925	Yes	\$338.40		500 rds
TAP SBR training 5.56 mm NATO 75 gr. BTHP	Hornady	81292	Yes	\$299.10		500 rds
.223 Rem 75 gr. BTHP TAP	Hornady	80265	Yes	\$166.10		200 rds
70 gr. CX TAP Barrier 5.56 NATO	Hornady	81265	Yes	\$224.05		200 rds
308 Win Tap 165 gr CX Heavy Barrier	Hornady	80985	Yes	\$396.10		200 rds
USA 9mm luger 115 gr. FMJ	Winchester	Q4172	Yes	\$122.23		500 rds
USA .45 ACP 230 gr. FMJ	Winchester	Q4170	Yes	\$166.11		500 rds

2. For the above Table 2: If the pricing method selected is 'Percentage Off of List Price', please provide the name of the index or catalog price used:

Response:

N/A

**Table 3
Ammunition Catalog Certification for Alternatives for CoPro+ Program**

Bidders may offer alternate manufacturers, products, and pricing in Table 3. This table will provide alternatives to CoPro+ cooperative members (local governments, school districts, colleges, and universities) per RFP Section 1.7.

In the table below, please provide alternative manufacturers and item numbers in order to offer options to CoPro+ members.

Description of Ammunition	Manufacturer Item #	Alternative Manufacturer	Alternative Item #	Rate
.45 ACP Caliber Pistol 230 grain FMJ	Winchester Q4170	None	None	\$ N/A
9MM Luger +P 135 grain FMJ	Hornady 90225			\$
Frontier 5.56 NATO 75 gr BTHP	Hornady FR320			\$
5.56 Nato 75 Grain BTPH T2 Tap	Hornady 8126N			\$
.308 Win 168 gr A-Max TAP precision	Hornady 80965			\$
12 Gauge OO buck, Light Magnum Tap	Hornady 86275			\$
12 Gauge Slug, Light Magnum Tap	Hornady 86235			\$
.45 ACP, +P 230 grain TAP CQ Pistol	Hornady 90925			\$
TAP SBR training 5.56 mm NATO 75 gr. BTHP	Hornady 81292			\$
.223 Rem 75 gr. BTHP TAP	Hornady 80265			\$
70 gr. CX TAP Barrier 5.56 NATO	Hornady 81265			\$
308 Win Tap 165 gr CX Heavy Barrier	Hornady 80985			\$
USA 9mm luger 115 gr. FMJ	Winchester Q4172			\$
USA .45 ACP 230 gr. FMJ	Winchester Q4170			\$

3. Please provide a complete catalog offering for any law enforcement ammunition your company is authorized to distribute. Include list prices and percentage off list discounts offered.

Response:

N/A

4. In regard to delivery and minimum order requirements, please provide a tiered program for CoPro+ cooperative members with discounts for quantity and minimum order thresholds.

Response:

All contract items will have one price regardless of volume ordered. See attached "Qualifications & Service Plan" for information on minimum order thresholds as it relates to Freight charges.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Community Corrections Plan and Application for FY 2025 be Submitted to the Michigan Department of Corrections on May 1, 2024 – Community Corrections

WHEREAS, the Livingston County Community Corrections Advisory Board approved the Community Corrections Plan and Application for Fiscal Year 2025 on March 22, 2024; and

WHEREAS, the Community Corrections Plan and Application for FY 2025 is to be submitted to the Michigan Department of Corrections (MDOC), Office of Community Corrections on May 1, 2024; and

WHEREAS, the Community Corrections Plan and Application for FY 2025 covering the period of October 1, 2024 through September 30, 2025 requests funding the following services:

- Administration including wages and fringes for existing positions, supplies, travel, training; and
- Group Programming including cognitive behavioral therapy; and Outpatient treatment specifically substance use disorder services through assessments, intake, group therapy, individual therapy, substance abuse testing, and other evidence-based treatment modalities; and

WHEREAS, the total amount requested for the comprehensive plan and services is \$108,189.74; and

WHEREAS, this grant will not fund any new positions and does not require a match.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes the Community Corrections program to submit the Plan and Application for Fiscal Year 2025.

BE IT FURTHER RESOLVED that the Chairperson of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review of Civil Counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes any budget amendment necessary to effectuate this grant award.

#

**MOVED:
SECONDED:
CARRIED:**

Livingston County Grant Opportunity Form

Department Applying: Court Central Services Today's Date: 03/26/2024
Department Contact Info: _____

Employee preparing application: Sara Applegate Employee who will manage program (if different): _____
Phone Number: 517-540-7664 Phone Number: _____

Name of Grant Applying for: Office of Community Corrections Plan and Application

Awarding Agency Name: Michigan Department of Corrections

Please check appropriate line:

Federal _____ Federal Assistance Listing Number: _____

State: X

Other: _____ New Grant: _____ Recurring Grant: _____
Check One First Year Received

Short Description of the scope of the grant

This is a grant opportunity that provides funding for evidence based programming and is designed to reduce Prison Commitment Rates (PCR) as well as recidivism rates. This programming includes Cognitive Behavioral programming which is designed to promote skills to develop prosocial behavior and impact potential future criminal behavior by teaching how to identify, monitor, and change the thinking that is fundamental to these behaviors. Also, Substance Use Programming which is designed to help offenders understand, recognize, and accept addiction; identify and interrupt addictive thoughts, feelings and actions; and learn positive, healthy coping skills that negate the need for prison commitment. This grant also provides payment for drug and alcohol testing for medium to high risk felony offenders.

Start Date of Grant: 10/1/24 End Date of Grant: 9/30/25

Full Amount applying for:

Annual (Year 1 Total) \$ 108,190.00

Multi-Year Total \$ _____ (All years combined)

Match Requirements (if applicable)

_____ Cash Match Requirement \$ _____

_____ In-Kind Match Requirement \$ _____

This grant is intended to fund the following (check all that apply)

X Personnel \$ 32,462.00

_____ Equipment \$ _____

_____ Supplies \$ _____

X Contractual Services \$ 75,728.00

_____ Capital Building/Equipment \$ _____

_____ Other (please note below) \$ _____

Signature of Applicant Department Head: Sara A. Applegate Date: 3-26-2024

Fiscal Services Signature: [Signature] Date: 3/26/24



Memorandum

To: Livingston County Board of Commissioners

From: Sara Applegate, Specialty Courts and Programs Administrator

Date: 3/22/2024

Re: Community Corrections Grant application for Fiscal Year 2025

The Livingston County Community Corrections Advisory Board (LCCCAB) approved submission of the Community Corrections Plan and Application for FY 2025 on March 22, 2024.

The Community Corrections Plan and Application was awarded \$108,189.74 in funding for the comprehensive plan and services listed:

- **Cognitive Behavioral Treatment Programming** – \$16,920.00 for a projected enrollment of 60 felony offenders
- **Substance Use Disorder Treatment Programming** - \$31,160.00 for a projected enrollment of 65 felony offenders
- **Substance Abuse Testing** - \$27,648.00 for a projected enrollment of 24 felony offenders
- **Administration** - \$32,462.00 for wages and fringes of the Project Director and Coordinator, training, and office supplies

All programming under Community Corrections is evidence based and designed to reduce Prison Commitment Rates (PCR) as well as recidivism rates. Cognitive Behavioral programming is designed to promote skills to develop prosocial behavior and impact potential future criminal behavior by teaching how to identify, monitor, and change the thinking that is fundamental to these behaviors. Substance Use Programming is designed to help offenders understand, recognize, and accept addiction; identify and interrupt addictive thoughts, feelings and actions; and learn positive, healthy coping skills that negate the need for prison commitment. Lastly, the Program Director and Coordinator are responsible for the development, implementation, and monitoring of the Community Corrections Plan. These positions act as an advisor to the CCAB and liaison to the state. These positions also monitor program utilization and progress toward meeting objectives.

Through this grant, the LCCCAB is committed to reducing the prison commitment rate by providing alternatives to incarceration and services to reduce recidivism.

This grant is not requesting funds for any new positions and does not require a match.

Thank you for the opportunity to present this matter to you. If you have any questions, please contact me directly.

MICHIGAN DEPARTMENT OF CORRECTIONS

“Committed to Protect, Dedicated to Success”



Office of Community Corrections

Community Corrections Plan and Application
Fiscal Year 2025

CCAB Name: Livingston County

Email the application to:

1. MDOC-OCC@michigan.gov
2. Your assigned Community Corrections Specialist

DUE DATE: May 1, 2024

SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION				
Name of CCAB: Livingston County			Federal I.D. Number: 36-6005819	
A: GENERAL CONTACT INFORMATION:				
	CCAB Manager	CCAB Manager's Direct Supervisor	CCAB Chairperson	Agency Serving as Fiduciary of Award & Contact Person
Name:	TBD	Sara Applegate	Michael Murphy	Cindy Arbanas
Title:	Community Corrections Coordinator	Specialty Courts and Programs Administrator	Livingston County Sherriff	Deputy County Administrator
Address:	204 S. Highlander Way	204 S. Highlander Way	150 S. Highlander Way	304 E. Grand River
City:	Howell	Howell	Howell	Howell
State:	MI	MI	MI	MI
Zip:	48843	48843	48843	48843
Phone:	TBD	517-540-7664	517-546-7932	517-546-8727
Fax:	TBD	N/A	N/A	N/A
Email:	TBD	sapplegate@livgov.com	mmurphy@livgov.com	carbanas@livgov.com

Type of Community Corrections Board: County Advisory Board
Counties/Cities Participating in the CCAB: Livingston
Date application was approved by the local CCAB: March 22nd, 2024
Date application was approved by county board(s) of commissioners and/or city council: April 22nd, 2024
Date application was submitted to OCC: April 23 rd , 2024

B: CCAB MEMBERSHIP <i>(please enter "vacant" for any vacant membership position)</i>		
Representing:	Name	Email
County Sheriff:	Michael Murphy	mmurphy@livgov.com
Chief of Police:	David Russell	drussell@unadillapolice.org
Circuit Court Judge:	Matthew J. McGivney	mmcgivney@livgov.com
District Court Judge:	Daniel B. Bain	dbain@livgov.com
Probate Court Judge:	Miriam Cavanaugh	mcavanaugh@livgov.com
County Commissioner(s) <i>(One required for each member county):</i>	Dave Domas	ddomas@livgov.com
Service Area (Up to 3):	Connie Conklin: Livingston County CMH Carrie Skiles: GracePointe Church Jennifer Bigelow: Second Chance Network	cconklin@cmhliv.org skiles_carrie@yahoo.com jennifer.bigelow@att.net
County Prosecutor:	David J. Reader	dreader@livgov.com
Criminal Defense Attorney:	Karen Groenhout	kgroenhout@livgov.com
Business Community:	Curtis Griffin	curtisgriffin@yahoo.com
Communications Media:	Ken Rogulski	kenrogulski@yahoo.com
Circuit/District Probation:	Michael Boyden	boydenm@michigan.gov
City Councilperson <i>(Applies to City or City/County Regional CCABs only – one from each member City/County required):</i>	N/A	N/A
Workforce Development:	Dawn Awrey	dawrey@mwse.org

1. Does your CCAB have Bylaws? Yes
2. What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? **Introduction and brief orientation by the Chairperson and review of the bylaws with the Coordinator. This fiscal year our Project Director and Coordinator will be developing a formal New Board Member Orientation procedure**
3. What steps are your CCAB taking to fill vacant membership positions (enter N/A if you have no vacant positions)? **NA**

SECTION II: DATA ANALYSES & COMPREHENSIVE CORRECTIONS PLAN

Introduction and Instructions for your Comprehensive Corrections Plan:

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets moderate to high risk/needs offenders. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, key performance measures, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- **State Board Priority Populations** – CCABs requesting funding must target at least one of the following State Board Priority Populations:
 - Sentenced Felons assessed as having moderate to high risk/needs when using a State approved actuarial, objective validated risk and need assessment
 - Pretrial Population
- **Key Objectives** – CCABs requesting funding must identify local Key Objective(s) for each of the following applicable categories:
 - **Reduction of Statewide Overall PCR** – *This is required for all CCABs requesting funding for any services/programming that targets sentenced felons.* This may include local objectives that impact Overall PCR, Group 2 Straddle PCR, OUIL 3rd PCR, PVT or PVNS Recidivism, or other categories that impact the State's Overall PCR. *You must identify at least one local Key Objective if your Comprehensive Corrections Plan targets sentenced felons.*
 - **Increase of Statewide Appearance and Public Safety Rates for Pretrial Defendants** – *These are required for all CCABs requesting funding for any pretrial services and/or programming that targets pretrial defendants. –You must identify both local Appearance and Public Safety Rate Key Objectives if your Comprehensive Corrections Plan targets pretrial defendants.*

Your CCAB may identify other objectives in addition to these required objectives.

- **Supportive Strategies** – Proposed OCC funded programming and/or services, identified by CCIS Code and Local Program Name, that are intended to support the objectives identified.

- **Key Performance Measures** – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

Felony Data Analyses:

OCC will provide CCABs with relevant felony dispositional and recidivism data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical.
- Reference to changes in PCRs compared to prior year
- Review your past OCC funding proposals for ideas
- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues
- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

Your data analyses form the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.

Your CCAB must then determine its proposed PCR category/categories based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its PCR category/categories. **All strategies that you are requesting funding for must also be listed on the Budget Cost Description and have a completed Program Description.** If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

Example #1: State Board Priority Target Population: Sentenced Felons.
Objective: To reduce the County’s Overall Prison Commitment Rate (PCR) to 16% or less.
Supportive Strategy: C01 Thinking Matters, G18 Intensive Outpatient Group, & B15 Employment Skills.

Example #2: State Board Priority Target Population: Pretrial Population
Objective: To increase the County’s current Appearance Rate from 87% to 90%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

Example #3: State Board Priority Target Population: Pretrial Population
Objective: To increase the County’s current Public Safety Rate from 80% to 89%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

A: FELONY DATA ANALYSES

1. Using felony dispositional data supplied by MOCC*, please fill in the rates (%) and number of dispositions for the **previous two years** in the two charts below.

**Please note: Due to MDOC’s transition from OMNI to COMS, full Fiscal Year 2023 data could not be obtained. Therefore, you are directed to use the partial year OMNI Felony Dispositional Data Reports for both FY 2022 and FY*

2023 provided by MOCC (date ranges of October 1 – July 31). **State Rates identified for both FY 2022 and FY 2023 reflect partial year data (date ranges of October 1 – July 31).

2. Does the following data exclude felony dispositions with prisoner status at time of the offense? Yes No

**FY 2022 State PCR:	18.6%	Group 2 Rate:	12.7%	Straddle Cell Rate:	21.3%	Group 2 Straddle Rate:	20.5%
Overall PCR:	14.0% - 60 prison dispositions out of 428 felony dispositions						
Group 1:	21.7% - 36 prison dispositions out of 166 felony dispositions						
Group 2:	9.2% - 24 prison dispositions out of 262 felony dispositions						
Straddle PCR:	13.0% - 16 prison dispositions out of 123 felony dispositions						
Group 1:	2.6% - 1 prison dispositions out of 38 felony dispositions						
Group 2:	17.6% - 15 prison dispositions out of 85 felony dispositions						
**FY 2023 State PCR:	19.4%	Group 2 Rate:	13.2%	Straddle Cell Rate:	21.0%	Group 2 Straddle Rate:	20.5%
Overall PCR:	18.5% - 79 prison dispositions out of 426 felony dispositions						
Group 1:	24.2% - 40 prison dispositions out of 165 felony dispositions						
Group 2:	14.9% - 39 prison dispositions out of 261 felony dispositions						
Straddle PCR:	20.0% - 29 prison dispositions out of 145 felony dispositions						
Group 1:	10.2% - 5 prison dispositions out of 49 felony dispositions						
Group 2:	25.0% - 24 prison dispositions out of 96 felony dispositions						

3. ANALYSIS

a. For returning applicants:

Did you meet all your Key Objectives for the previous two fiscal years? Yes No

b. For all applicants:

i. Please provide information/local data analysis to explain any changes in PCRs and dispositions from the previous two fiscal years: **In FY22 and FY23, our Key Objective was to reduce the overall Prison Commitment Rate (PCR) to 14% or less. We have met this objective for FY22 but in FY23 our County saw a 4% increase in our PCR of 4.5% to 18.5%. This increase is most likely due to the increase in the number of mandatory prison sentence cases that our local FOA has seen in FY23. If you compare Livingston County's PCR to the overall State PCR our County PCR is .9% below the State PCR. In our County, we will continue to strive to reduce the PCR in FY25. In FY24, our Community Corrections added programming with a new TREM group and the addition of Thinking Matters in the jail. This programming has taken time to implement and to begin receiving referrals. In working closely with our local FOA, the number of referrals has begun to increase for our new programming which, in turn, will help to reduce the PCR for next FY.**

ii. Are you requesting programming for the Pretrial Population? Yes No **If yes:**

- What was your FY 2023 Public Safety Rate?
- What was your FY 2023 Appearance Rate?

iii. Are you requesting funding for specific populations (examples: OUIL-3rds, delayed/deferred sentences, prison diversion, etc.)? Yes No **If yes,** please provide supportive data and analyses for these populations, including any additional pertinent information necessary to establish trends:

B: FELONY RECIDIVISM ANALYSIS

Using felony recidivism data supplied by MOCC* (Report #3), please fill in the following table to report the number of Probation Violators ***that resulted in a prison disposition*** for each listed category. Regional CCABs should list the Probation Violation data for each County separately and provide a total, regional rate at the end of each row.

***Please note: Due to MDOC's transition from OMNI to COMS, full Fiscal Year 2023 data could not be obtained. Therefore, you are directed to use the partial year OMNI Felony Dispositional Data Report #3 provided by MOCC (date ranges of October 1 – July 31).**

*FY 2023 Recidivism Rates							
County Name	Livingston County						Totals for Region:
*FY 2023 Probation Violation - New Sentence to Prison							
Total	12						
*FY 2023 Probation Violation – Technical to Prison							
Total	10						

1. ANALYSIS

- a. *For all applicants:* Please provide information/local data analysis to explain any changes in Probation Violator data, including prison and non-prison dispositions: **The new sentence probation violation number (PVNS) of 12 has been relatively consistent over the last 2 fiscal years which has been 10 with an increase of 2. This slight increase could be due to the fact that we have calculated the dispositions this FY excluding those with prisoner status which had not been done in the previous FYs. For FY23, the number of PVNS who were not sentenced to prison were 67 and this shows that a significant amount of PVNS that are resulting in non-prison dispositions than prison dispositions. The local FOA makes every effort to recommend prison as a last resort and utilizes Community Corrections and other community programming in these situations, whenever possible. The number of probation violations-technical (PVT) has increased from the prior 2 fiscal years from 5 to 10. For PVT, there were 69 non-prison dispositions which shows again that more people are being kept local than are being sent to prison. When we look at the recidivism rate from FY22 to FY23, there is an increase from 23.3% to 27.8% which is a great starting point for our LCCCAB to look at how we can help to reduce probation violations in the future.**

C: IMPACTING STATE BOARD PRIORITIES

❖ TARGET POPULATIONS, KEY OBJECTIVES, AND STRATEGIES

NOTE:

- Target Populations include Sentenced Felons and Pretrial Population.
- CCABs applying for funding targeting Sentenced Felons must have at least one Sentenced Felons Key Objective.
- CCABs applying for funding targeting Pretrial Population must have both Pretrial Population Key Objectives (Appearance Rate and Public Safety Rate).
- CCABs may identify additional Key Objectives that support proposed programming.
- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will be used to impact your Key Objectives.
- Only proposed programs that impact at least one Key Objective will be considered for funding.

1. Key Objective #1 is intended to impact Sentenced Felons

<p>Please state the Objective: REDUCE THE COUNTY'S OVERALL PRISON COMMITMENT RATE (PCR) TO 18% OR LESS BY PROVIDING PROGRAMMING TO SENTENCED FELONS</p>
<p><u>List</u> OCC Programs in support of Objective #1 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):</p>
<p>C01 Thinking Matters, G18 Outpatient Treatment Services, & G17 Substance Abuse Testing</p>
<p><u>List</u> Non-OCC funded Programs in support of Objective #1:</p>
<p>Specialty Treatment Courts: Adult Drug Treatment Court, Intensive Treatment Mental Health Court, Veterans Treatment Court, Swift and Sure Sanctions Probation Program</p>
<p>Other Services geared towards reducing the overall number of Prison Commitments:</p>
<p>Substance Use Disorder Services: Livingston County Community Mental Health Substance Use Counseling Services Substance Use Assessments Individual Substance Use Counseling Group Substance Use Counseling Complete Counseling Center Key Development Livingston County Catholic Charities Advanced Behavioral Medicine Karen Bergbower and Assoc. PERS (Prevention Education Referral Services) Sober Living</p>
<p>Domestic Violence Services: LACASA Complete Counseling PERS Livingston County Catholic Charities – Anger Management</p>
<p>2. Key Objective #2 is intended to impact Choose an item. Please state the Objective:</p>
<p>List OCC Programs in support of Objective #2 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):</p>
<p>List Non-OCC funded Programs in support of Objective #2:</p>
<p>3. Key Objective #3 is intended to impact Choose an item. Please state the Objective:</p>
<p><u>List</u> OCC Programs in support of Objective #3 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):</p>
<p>List Non-OCC funded Programs in support of Objective #3:</p>
<p>4. Key Objective #4 is intended to impact Choose an item. Please state the Objective:</p>
<p><u>List</u> OCC Programs in support of Objective #4 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):</p>
<p>List Non-OCC funded Programs in support of Objective #4:</p>

D: COMPAS CRIMINOGENIC NEEDS PROFILE

1. Please list the Top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for **all probationers** provided by OCC. Additionally, identify both the local and proposed OCC strategies that will impact the identified needs scales. **OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions: Criminal Association and Peers (G18-SUD Treatment and G17-Substance Use Testing), Social Environment (C01-Thinking Matters, G18-SUD Treatment, and G17-Substance Use Testing) and Cognitive Behavioral (C01-Thinking Matters and G18-SUD Treatment)**

E: LOCAL PRACTICES TO ADDRESS PERSONS WITH SUBSTANCE USE DISORDER(S)

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? **Community Mental Health and local Substance Use Agencies**
2. How do defendants and offenders get referred for a substance use assessment and subsequent appropriate ASAM Level of Care in your area (regardless of funding source)? **The referral is made by a MDOC Probation Agent and sent to the Community Corrections Coordinator who sends the referral to our local, contracted Substance Use Treatment Agency-Key Development if private health insurance and if medicaid, sent to CMH Access.**
3. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? **No** If so, please describe in detail:
4. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. **Specialty Treatment Courts: Adult Drug Treatment Court, Intensive Treatment Mental Health Court, Veterans Treatment Court, Swift and Sure Sanctions Probation Program**
5. **Other Services geared towards reducing the overall number of Prison Commitments:**
6. **Substance Use Disorder Services:**
7. **Livingston County Community Mental Health**
8. **Substance Use Counseling Services**
9. **Substance Use Assessments**
10. **Individual Substance Use Counseling**
11. **Group Substance Use Counseling**
12. **Complete Counseling Center**
13. **Key Development**
14. **Livingston County Catholic Charities**
15. **Advanced Behavioral Medicine**
16. **Karen Bergbower and Assoc.**
17. **PERS (Prevention Education Referral Services)**
18. **Sober Living**
19. **Domestic Violence Services:**
20. **LACASA**
21. **Complete Counseling**
22. **Livingston County Catholic Charities – Anger Management**

F: COMPREHENSIVE CORRECTIONS PLAN SUMMARY

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: All programs that we are requesting funding for are aimed at addressing the needs of sentenced felons and felony probation violators, both new sentence and technical. Our County is requesting funds to provide training to our staff, provide for administrative costs, and continue funding our existing programming. This programming will help to reduce not only the PCR for Livingston County but for the entire State.

2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **The Project Director will look at the process and work with the Community Corrections Coordinator and CCAB to re-assess our implementation and correct any issues we may have encountered. If needed, to reach out to our OCC Specialist with any questions or issues we may encounter**
3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved. **N/A**

**MICHIGAN DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
FY 2025 FUNDING PROPOSAL**

Livingston County Community Corrections

Comprehensive Plans & Services

Program	Program Code	Funding Request	Approved Funding
Group-Based Programs			
Education	B00	-	
Employment	B15	-	
Cognitive	C01	16,920	
Domestic Violence	C05	-	
Sex Offender	C06	-	
Outpatient Services	G18	31,160	
Other Group Services	G00	-	
Sub-Total		48,080	-
Supervision Programs			
Intensive Supervision	D23	-	
Electronic Monitoring	D08	-	
Pretrial Supervision	F23	-	
Sub-Total		-	-
Assessment Services			
Actuarial Assessment	I22	-	
Pretrial Assessment	F22	-	
Sub-Total		-	-
Case Management	I24	-	
Substance Abuse Testing	G17	27,648	
Other	Z00	-	
5 Day Housing	Z02	-	
Program Total		75,728	-
Administration			
Salary & Wages		32,462.24	
Contractual Services		-	
Equipment		-	
Supplies		-	
Travel		-	
Training		-	
Board Expenses		-	
Other		-	
Administration Total		32,462	-
Total Comprehensive Plans & Services		108,190	0

TOTAL FUNDING REQUEST	\$ 108,189.74
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RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Approve the Livingston County Community Corrections Advisory Board’s Amended Bylaws – Community Corrections

WHEREAS, the Livingston County Community Corrections Advisory Board (LCCCAB) reviewed and amended their bylaws, and approved the amended bylaws on January 9, 2024

WHEREAS, noted in the bylaws, they are to be reviewed and revised as necessary at least every two years, and submitted to the Livingston County Board of Commissioners for approval.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve the amended bylaws approved by the LCCCAB on January 9, 2024.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners

From: Sara Applegate, Specialty Courts and Programs Administrator

Date: March 26, 2024

Re: Approval of the Livingston County Community Corrections Advisory Board amended bylaws

The Livingston County Community Corrections Advisory Board (LCCCAB) reviewed and amended their bylaws and approved the amended bylaws on January 9, 2024. As noted in the bylaws, they are to be reviewed and revised as necessary at least every two years and submitted to the Livingston County Board of Commissioners for approval.

If you have any questions, please do not hesitate to contact me.



LIVINGSTON COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD

BYLAWS

ARTICLE I

NAME AND LOCATION

Section 1. Name

The name of this board shall be the Livingston County Community Corrections Advisory Board hereinafter referred to as LCCCAB.

Section 2. Location

Location of all documents prepared by or on behalf of the LCCCAB and requiring formal action by the Livingston County Board of Commissioners will be on file with the Livingston County Clerk's Office.

Section 3. Mission

The LCCCAB has a mission to design, implement, monitor, assess and evaluate community corrections programs in Livingston County with the following objectives:

- a) To ensure public safety
- b) To provide appropriate alternative sanctioning options for the non-violent offender,
- c) To address the unique needs of the local offender population,
- d) To reduce the likelihood of recidivism
- e) To provide the means to improve the utilization of the county jail, and
- f) **To target at-risk population groups**

ARTICLE II

PURPOSE

Section 1. General

The purpose of the LCCCAB shall be to formulate a comprehensive plan for development, implementation, and operation of community correctional services in Livingston County and to develop a plan for the administration, monitoring, and control of the community correctional services under the comprehensive plan. The LCCCAB, is authorized to formulate and revise the plan through annual applications for renewal of funds as required by the Office of Community Corrections (OCC) and Michigan Department of Corrections (MDOC). The original plan and subsequent applications are subject to the review and approval of the Livingston County Board of Commissioners.

Section 2. Specific Duties

- a.) Develop a comprehensive community corrections plan, including monitoring activities, recommending improvements, and performing annual evaluations.
- b.) Provide management of the implementation of the Community Corrections Plan.
 - I) Develop a process for receiving and selecting program proposals.
 - II) Develop a system for data analysis for evaluation and reporting purposes.
 - III) Develop program policies and procedures for the LCCCAB operation and locally funded programs.
 - IV) Develop on-going public education programs and information activities.
 - V) Enter into contracts for services as identified in the Comprehensive Corrections Plan.
 - VI) Develop safeguards to prevent unnecessary duplication of public and private services.
 - VII) Encourage local planning activities and support greater interagency coordination.
- c) Monitor programs and operations for compliance with OCC operating standards.

MEETINGS

Section 1. Regular Meetings

- a) Regular Meetings of the LCCCAB shall be held on a pre-announced schedule, at least quarterly, **and when possible to coincide with quarterly reports to the state,** at such time and place as the LCCCAB shall determine and designate.
- b) All proceedings of the LCCCAB shall be announced publicly to the media and open to the public in accordance with and subject to the provisions of the "Open Meetings Act" inclusive of acts amendatory thereto.
- c) Board members may attend a meeting virtually via telephone or video conference, so long as a quorum is physically present at the meeting. Board members who attend virtually shall be counted as being present at the meeting.

Section 2. Special Meetings

If special meetings are called, the LCCCAB and public must be advised at least three (3) days prior to the special meeting. Special meetings shall be called by the chairperson or vice-chairperson or by a majority of the members of the LCCCAB and notice of these meetings must appear publicly.

Section 3. Voting

Each member of the LCCCAB shall have one (1) vote. A minimum of five (5) approving votes at any meeting at which there is a quorum shall be the action of the whole LCCCAB except as otherwise provided by these Bylaws. All votes of members of the LCCCAB shall be recorded and shall become matters public record.

Section 4. Quorum

No official business shall be conducted without a quorum. The quorum shall constitute no less than five (5) of the LCCCAB membership.

Section 5. Record Keeping/Public Notice

The Community Corrections Coordinator will be responsible for preparing agendas for all regular LCCCAB meetings, recording meeting minutes and ensuring that proper public notice is given for all meetings and membership appointments to the Board as required by the Open Meetings Act and Public Act 511 (PA511). Meeting minutes will be posted on the County website no later than 30 days after approval of the LCCCAB. Meeting minutes will be made available to the OCC upon their request.

ARTICLE III

LCCCAB COMPOSITION

Section 1. LCCCAB Members

- a) The LCCCAB shall consist of no less than fourteen (14) statutorily mandated members pursuant to Section 7 (1), Page 3, of Enrolled House Bill 4164, PA511, who shall be representative of the following statute of mandated members.
1. One member shall be a county sheriff, or his/her designee.
 2. One member shall be a chief of a city police department, or his/her designee.
 3. One member shall be a judge of the circuit court, or his/her designee.
 4. One member shall be a judge of the district court, or his/her designee.
 5. One member shall be a judge of the probate court, or his/her designee.
 6. One member shall be a county commissioner or city councilperson. In the case of a regional advisory board or a city-county advisory board, 1 county commissioner or councilperson from each participating city and county shall serve as a member.
 7. One member shall be selected from 1, no more than 3, of the following service areas: mental health, public health, substance abuse, employment, and training, or community alternative programs.
 8. One member shall be a county prosecuting attorney, or his/her designee.
 9. One member shall be a criminal defense attorney.
 10. One member shall be from the business community.
 11. One member shall be from the communications media.
 12. One member shall be a representative of circuit court or district court probation.
 13. One member who is affiliated with the applicable workforce investment board.
 14. One member of the local clergy.

- b) The Chair of the LCCCAB may appoint members to serve on Ad-Hoc committees to address special needs and/or concerns. Ad-Hoc Committees will be effective for a term to be determined by the Chair.

Section 2. Appointment of Designees

Only those statutory appointments named in the Act with allowance for a designee, may assign a designee to serve in cases of his/her absence. Designees are allowed, per PA511 for the Sheriff, Chief of Police, Prosecutor, and Circuit, District and Probate Court Judges, only.

Section 3. LCCCAB Terms

Members of the LCCCAB shall serve from the date of their appointment by the Livingston County Board of Commissioners and shall remain in office until their successors are duly appointed. Where a non-statutorily mandated Board Member has served more than two (2)

consecutive years, the CCAB may at its discretion, nominate and recommend a new board member to that position with final approval to the Livingston County Board of Commissioners. The LCCCAB shall elect its own officers.

Section 4. Absence

Absences should be reported to the Community Corrections Coordinator in advance of the regularly scheduled meeting. More than three (3) consecutive absences may constitute removal from the LCCCAB. Removal of a Board member due to excessive absences shall occur only on a vote of a majority of the Board.

Section 5. Compensation

There shall be no compensation to any LCCCAB members.

Section 6. Resignation

Resignation from the LCCCAB shall be by written letter to be submitted to the Advisory Board Chairperson and to the Livingston County Board of Commissioners.

Section 7. Vacancies

Vacancies of the LCCCAB shall be filled by appointment by the Livingston County Board of Commissioners pursuant to the provisions of PA511.

ARTICLE IV

OFFICERS

Section 1. Elected Officers

The elected officers of the LCCCAB shall consist of the Chairperson and Vice-Chairperson.

Section 2. Qualification

Elected officers shall be members of the LCCCAB.

Section 3. Term of Office

The term of office for officers shall be two years from the first regular meeting after their appointment or until successors are duly elected.

Section 4. Resignation

Resignation from office shall be by written letter to be submitted to the Advisory Board. A copy of such notices shall be forwarded to Livingston County Board of Commissioners.

Section 5. Vacancies

Vacancies of offices will be filled by a special election conducted by the LCCCAB for the remaining term of office. Notification of newly appointed officers shall be provided to the Livingston County Board of Commissioners, whom have final approval of appointment.

ARTICLE V

AUTHORITY AND DUTIES OF OFFICERS

Section 1. Chairperson

The Chairperson will preside at all LCCCAB meetings and will create such committees as deemed necessary and make appointments to those committees.

Section 2. Vice-Chairperson

The Vice-Chairperson will assume the duties of the Chairperson in his/her absence.

ARTICLE VI

FISCAL AGENT

Section 1. Fiscal Agent

Livingston County will be the fiscal agent for the LCCCAB. All grants, contracts, and financial proceedings will conform with Livingston County, and State of Michigan PA511 policies and requirements.

CONFLICT OF INTEREST

Section 1. General

LCCCAB members or agencies represented by that member shall not benefit financially from Board membership. If such situation arises that a member must declare a "Conflict of Interest" and not participate in the discussion or vote concerning a contract or funding decision about

which the conflict of interest is related. However, that member may be available to the LCCCAB to answer questions, which are raised by other LCCCAB members. Whenever possible, efforts will be made to reduce the situations where contractors of services are current LCCCAB members.

ARTICLE VII

PARLIAMENTARY AUTHORITY

Section 1. Parliamentary Authority

Parliamentary authority shall be regulated by Robert's Rules of Order.

ARTICLE VIII

AMENDMENTS

Section 1. General

These Bylaws may be recommended to be adopted, amended, repealed, or added to by a two-thirds (2/3) vote of the LCCCAB at any regular or special meeting of the members, if notice of the proposed adoption, amendment, repeal or addition is contained in the notice of the meeting. Recommendations shall be submitted to the Livingston County Board of Commissioners for approvals. Bylaws should be reviewed at least every two years and revised as necessary. Upon approval of any amendments, the LCCCAB Bylaws shall be presented to OCC.

Adopted:

Livingston County Board of Commissioners _____

Amended:

Livingston County Community Corrections _____

Livingston County Board of Commissioners _____

Attach Resolutions Reflecting Amendment:

Livingston County Board of Commissioners Resolution Number:

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Requesting Court Case Code, Case Weight, and Case Load Data from the State Court Administrative Office – Board of Commissioners

WHEREAS, a court workload study conducted in 2010 was commissioned by the State Court Administrative Office (SCAO). The results of this study were published in a 2011 report authored by the National Center for State Courts (NCSC). This NCSC report concluded that Livingston County Courts had a surplus of 6.3 quasi-judicial officers (QJOs).

WHEREAS, SCAO statistics show that the caseload of Livingston County Courts has declined by over 50% from 2010 through 2022 (2022 is the most recent publicly available caseload statistics).

WHEREAS, this caseload decline coupled with the initial surplus of QJOs suggests that there could be a current surplus of 12.6 QJOs.

WHEREAS, assuming an average cost of \$100,000 per quasi-judicial officer per year, Livingston County taxpayers could save \$12.6 million over the course of a decade by addressing this QJO surplus.

WHEREAS, this overspending on QJOs could be redirected to other financial needs of the county, such as increasing public safety spending to protect against an influx of illegal immigrants placed in our county by Washington D.C. and Lansing.

WHEREAS, the Livingston County Board of Commissioners (BOC) recently sought to hire the NCSC to conduct another workload analysis to confirm their prior results. NCSC expressed interest in contracting with the BOC, however, Tom Boyd, Michigan State Court Administrator did not approve, and NCSC declined to assist the BOC.

WHEREAS, the BOC remains committed to using objective data to deliver effective and efficient government on behalf of Livingston County citizen.

THEREFORE, BE IT RESOLVED the BOC directs the Livingston County Administrator to request from SCAO the latest case codes, case weights, and caseloads so that the BOC can independently confirm prior workload results published by NCSC and SCAO.

BE IT FURTHER RESOLVED the BOC directs the Livingston County Administrator to, if available, acquire the same data from 2023 and 2024.

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**MOVED:
SECONDED:
CARRIED:**