



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, October 26, 2023 – 8:00 AM

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Public may participate in the meeting electronically:

(US) +1 929-276-1248 PIN:112 203 398#

Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Vaughan
Prayer - Commissioner Vaughan
Pledge of Allegiance - Commissioner Bardwell
Roll Call - Clerk Fetting

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Adoption of Agenda

Action on Previous Meeting Minutes

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Brief Public Comment Period for Agenda Items Only

Consent Agenda

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[TUSCOLA MILLAGE STANDARD MOA FY2024](#)
2. Friend of the Court 2023 Budget Additional Appropriation
3. 2024 County Clerk Budget 21
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3.	2024 Prosecutor Contract Agreement for Karpel Solutions Software Program 2024 Prosecutor and Co-Op Prosecutor Budget 2023-10-19 MI Tuscola County PAAM PbK Contract	35 - 72
4.	2024 Revised Equipment and Capital Review and Recommendations - Clayette Zechmeister, Controller/Administrator Revised Equipment-Tech-Capital 2024	73 - 75
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Old Business

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Commissioner Liaison Committee Reports

Young

- Board of Public Works
- County Road Commission Liaison
- Dispatch Authority Board
- Genesee Shiawassee Thumb Works
- Great Start Collaborative
- Human Services Collaborative Council (HSCC)
- MAC Agricultural/Tourism Committee
- Region VII Economic Development Planning
- Saginaw Bay Coastal Initiative
- Senior Services Advisory Council
- Tuscola 2020
- Local Units of Government Activity Report

Vaughan

- Board of Health
- County Planning Commission
- Economic Development Corp/Brownfield Redevelopment
- MAC Environmental Regulatory
- Mid-Michigan Mosquito Control Advisory Committee
- NACO-Energy, Environment & Land Use
- Parks and Recreation Commission
- Tuscola County Fair Board Liaison

Local Units of Government Activity Report

Lutz

Board of Health

Community Corrections Advisory Board

Department of Human Services/Medical Care Facility Liaison

Genesee Shiawassee Thumb Works

Jail Planning Committee

Local Emergency Planning Committee (LEPC)

MAC Judiciary Committee

MEMS All Hazard

Local Units of Government Activity Report

Human Development Commission Board of Directors Liaison

Koch

Behavioral Health Systems Board

Recycling Advisory

Jail Planning Committee

MI Renewable Energy Coalition (MREC)

Local Units of Government

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, October 12, 2023

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, October 12, 2023, to order at 8:00 AM local time.

Prayer - Commissioner Lutz

Pledge of Allegiance - Commissioner Koch

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Steve Anderson, Register Marianne Brandt

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Cody Horton, Greg Rynearson, Debbie Babich, Isaac White, Treasurer Ashley Bennett, Tim Green, Matt Brown, Carrie Tabar, Steve Root, Cindy Hughes, Dara Hood, Barry Lapp

At 8:03 a.m., there were a total of 20 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2023-M-227

Motion by Thomas Young, seconded by Bill Lutz to adopt the agenda as presented.
Motion Carried.

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes -

2023-M-228

Motion by Bill Lutz, seconded by Matt Koch to adopt the meeting minutes from the September 28, 2023 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2023-M-229

Motion by Bill Lutz, seconded by Matt Koch that the Consent Agenda Minutes and Consent Agenda Items from the October 9, 2023 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Blue Cross Blue Shield (BCBS) 2024 Renewal -

Move that the county health insurance with Blue Cross Blue Shield of Michigan (BCBS) be renewed for January 1, 2024 through December 31, 2024. This action includes the fixed administrative fees for the estimated 179 contracts at \$68.10 each per month with an estimated annual cost of \$147,279.00. Also, all appropriate signatures are authorized.

2. Amendment to Fiscal Year (FY) 2021 Emergency Management Performance Grants American Rescue Plan Act (EMPG ARPA) -

Move to accept the official amendment to the Fiscal Year (FY) 2021 Emergency Management Performance Grants American Rescue Plan Act (EMPG ARPA), grant agreement in the amount of \$9,217.00.

3. Fiscal Year 2023 Emergency Management Performance Grant (FY 23 EMPG) -

Move to approve the Fiscal Year 2023 Emergency Management Performance Grant (EMPG) Agreement with the State of Michigan in the amount of \$22,296.00. Also, all appropriate signatures are authorized.

4. Varipro 2024 Agreement -

Move to approve the 2024 Varipro agreement. Also, all appropriate signatures are authorized.

New Business

1. Register of Deeds Closure for Training -

Marianne Brandt, Register of Deeds, explained the request to close the office for training with notice to be placed on the door and on the county website.

2023-M-230

Motion by Bill Lutz, seconded by Thomas Bardwell to approve the request from Marianne Brandt, Register of Deeds, to close the Register of Deeds Office for Training on Tuesday, October 17, 2023 from 1:00p.m. - 3:00 p.m. and on Wednesday, October 18, 2023 from 9:00 a.m. - 2:00 p.m. Motion Carried.

2. Circuit Court/Family Court Legal Services Contract for 2024 - Clayette Zechmeister explained the request received from the Court.

2023-M-231

Motion by Matt Koch, seconded by Bill Lutz that per the October 9, 2023 correspondence from Sheila Long, Court Administrator, that the Circuit Court/Family Court Legal Services Contract for January 1, 2024 through December 31, 2024 in the amount of \$257,500.00 be approved. Also, all appropriate signatures are authorized. Motion Carried.

Lost internet connection 8:11 a.m.

3. Probate Court Contract for Representation for Alleged Developmentally Disabled Individuals - Clayette Zechmeister explained the request received from the Court.

2023-M-232

Motion by Bill Lutz, seconded by Matt Koch that per the October 9, 2023 correspondence from Sheila Long, Court Administrator, that the Contract for Representation for Alleged Developmentally Disabled individuals in the Tuscola County Probate Court for January 1, 2024 through December 31, 2024 in the amount of \$6,500.00 be approved. Also, all appropriate signatures are authorized. Motion Carried.

Old Business

None

Correspondence/Resolutions

1. Legislative Update 9-29-23 - The Michigan Association of Counties
2. Legislative Update 10-6-23 - The Michigan Association of Counties
3. September 26, 2023 Letter from Huron County Board of Commissioners
4. September 26, 2023 Letter from Dan Lauwers, State Senator, 25th District
5. Alcona County Resolution 2023-16 Opposing Any Legislation Preempting Local Control for Solar and Wind Developments
6. Alpena County Resolution 23-20 Opposing Preempting Local Control for Solar and Wind Developments
7. Clinton County Resolution 2023-17 Opposing Preemption of Local Control for Solar and Wind Developments

- 8. Kalkaska County Resolution 2023-41 Opposing Preempting Local Control for Solar and Wind Developments
- 9. Osceola County Resolution 2023-0016 Opposing Updating Sanitary Code Provisions

Internet connection restored at 8:18 a.m.

Commissioner Liaison Committee Reports

Bardwell

Behavioral Health Systems Board

Caro DDA/TIFA

Mike Bauerschmidt has retired from the Board. The Vice Chair, Randy Whittaker, will serve until a new Chair can be appointed.

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

Meeting has been set and an agenda has been presented.

MAC Workers Comp Board

MAC Finance Committee

NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Young

Encouraged the Commissioners to attend the MAC 7th District meeting.

Board of Public Works

County Road Commission Liaison

Dispatch Authority Board

Genesee Shiawassee Thumb Works

Great Start Collaborative

Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee

Region VII Economic Development Planning

Saginaw Bay Coastal Initiative

Senior Services Advisory Council

Tuscola 2020

Local Units of Government Activity Report

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACO-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report
Board discussed that Townships should be engaged with Michigan Township Association in order to stay abreast of pending legislation.

Lutz

Board of Health
Community Corrections Advisory Board
Department of Human Services/Medical Care Facility Liaison
Tuscola County Medical Care Facility was rated #1 in the State of Michigan.
Genesee Shiawassee Thumb Works
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Local Units of Government Activity Report
Human Development Commission Board of Directors Liaison

Koch

Behavioral Health Systems Board
Recycling Advisory
Committee is working to understand the legislation.
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Local Units of Government

Other Business as Necessary

-Clayette Zechmeister will be attending a MAC Administrative meeting this afternoon.

At 8:32 a.m., there were a total of 22 participants attending the meeting virtually.

Extended Public Comment

-Clerk Jodi Fetting addressed the Board regarding a meeting of Elected Officials and Department Heads to discuss matters prior to AFSCME labor discussions.

Adjournment

2023-M-233

Motion by Bill Lutz, seconded by Matt Koch to adjourn the meeting at 8:35 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, October 23, 2023

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, October 23, 2023, to order at 8:00 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Thomas Young, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Clayette Zechmeister, Steve Anderson, Mike Miller, Judge Amy Grace Gierhart, Sheila Long, Martin Porzondek, Cindy Hughes, Gregg Campbell, Angie Daniels, Karly Creguer, Phil Kaatz, Malisa Pyles, Representative Matthew Bierlein, Representative Greg Alexander, Representative Phil Green, Ryan Robinson, Jon Ramirez, Mark Renee, Debbie Babich, Judge Jason Bitzer

Also Present Virtual: Tracy Violet, Mary Drier, Mark Haney, Greg Rynearson, Tim Green, Barry Lapp, Cody Horton, Debbie Babich, Katie Robinson, Estee Bitzer, Brandon Bertram, Carrie Tabar, Cindy McKinney-Volz, Dara Hood, Don Derryberry, Amanda Ertman, Linda Strasz, Pam Shook, Cristi Smith, Matt Brown, Linda Mills, Mitch Davies, Crystal Knoblock, Janie Hemerline, Treasurer Ashley Bennett

At 8:28 a.m., there were a total of 27 participants attending the meeting virtually.

New Business

1. Legislative Updates:

- Representative Phil Green, 67th House District
- Representative Matthew Bierlein, 97th House District
- Representative Gregory Alexander, 98th House District

Representative Green, Representative Bierlein and Representative Alexander provided an overview of their time in Lansing. Each Representative discussed various bills that affect Tuscola County.

Representative Bierlein, Representative Alexander and Representative Green presented Clerk Fetting with a Special Tribute for being named the 2023 Michigan County Clerk's Association (MACC) Clerk of the Year.

2. 2023 County Apportionment Report -
Angie Daniels, Equalization Director, Michigan Advanced Assessing Officer (MAAO), presented the 2023 County Apportionment Report for adoption. Matter to be placed on Thursday's Agenda.
3. 2024 Agreement for Michigan State University Extension (MSUe) Services -
Phil Kaatz, District 10 MSUe Interim Director and Karly Creguer, MPH, Newly Appointed District 10 MSUe Director, presented the Agreement for Extension Services for 2024. Matter to be placed on the Consent Agenda.
4. 2024 Prosecutor Budget -
Mark Reene, Prosecuting Attorney, presented the proposed PAAM PbK Contract to be adopted as Tuscola County Prosecutor's Office will be a pilot site.

Also, discussed increasing the on-call pay for the Assistant Prosecutor's from \$50.00 to \$300.00. Also, asking for the overtime budget to be increased to \$24,000.00.

5. Friend of the Court 2023 Budget and 2024 Budget -
Cindy Hughes, Friend of the Court Director and Martin Porzondek, Deputy Friend of the Court, presented the request for an increase in the 2024 budget in order to compensate for the shortfall. Matter regarding the 2023 budget shortfall to be placed on the Consent Agenda.
6. 2024 Unified Court Budget -
Judge Amy Grace Gierhart and Judge Jason E. Bitzer presented regarding the 2024 Court budget.
7. 2024 County Clerk Budgets -
Jodi Fetting, County Clerk, CCO, presented regarding adding one full-time staff member to the Clerk's Office due to increased duties from the 2022-2 Constitutional Amendment and other legislation. Matter to be placed on the Consent Agenda.

Old Business

1. Vanderbilt Park Updates -
No update provided.

Finance/Technology

Primary Finance/Technology

1. 2024 Equipment and Capital Review and Recommendations -
Clayette Zechmeister, Controller/Administrator, reviewed the proposed 2024 Budget because as it is presented there is a shortfall. She also presented some options to produce a balanced budget.

Closed session to be scheduled for Thursday, October 26, 2023.

On-Going and Other Finance

None

On-Going and Other Technology

-Eean Lee, Chief Information Officer, reviewed his budget requests for the 2024 budget.

Building and Grounds

Primary Building and Grounds

1. Purdy Building Repairs -
Mike Miller, Director of Buildings and Grounds, reported that the tuckpointing of the Purdy Building is underway. During that process, it has been discovered that the lintels have failed and need to be replaced in the Drain Commissioner's Office and Small Committee Room. Matter to be placed on Thursday's agenda.

The items that were included in the 2024 proposed budget were reviewed and a priority list was provided.

On-Going and Other Building and Grounds

None

Personnel

Primary Personnel

None

On-Going and Other Personnel

None

Other Business as Necessary

None

Public Comment Period

-Clerk Fetting stated that her staff has already worked 184.25 hours of comp time (24.5 days) as of September 26, 2023.

-Pam Shook expressed her support of the County Clerk's request for an additional staff member.

-Eean Lee congratulated Clerk Fetting on being named the 2023 MACC Clerk of the Year.

Adjournment

Motion by Bill Lutz, seconded by Thomas Young to adjourn the meeting at 11:39 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, CCO

DRAFT

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on _____ by and between Tuscola County, Michigan (“County”), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY (“MSU”) on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE”).

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan’s 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. .5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1.0 FTE MSU employed Clerical Staff

Optional:

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity at **.5 FTE**
6. Funding for additional Program Instructor at **.5 FTE**
7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Tuscola County in August 2022. The millage collected will provide funds for the following:
 - a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.
8. Total Annual Assessment in the amount of **\$205,631**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes .5 FTE 4-H Program Coordination) \$60,162

ADDITIONAL PERSONNEL

B. 1.0 FTE Clerical Support Staff to be employed by MSU \$70,735

C. 0 FTE Educator (Program Area:) \$0

D. .5 FTE Additional 4-H Program Coordination \$35,367

E. .5 FTE Additional Program Instructor \$35,367

F. Operating Expenses (phone, smart projector) \$4,000

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2024: \$205,631

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2024, the first day of the County budget year 2024 and shall terminate on the last day of such County budget year 2024. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Tuscola County Administrator/Controller, Attn: Clayette Zechmeister, 125 West Lincoln Street, Suite 500, Caro, MI 48723, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County’s employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix “A” is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____
Evonne Pedawi
Contract & Grant Administration
Its: ___ Executive Director _____
Date: _____

TUSCOLA COUNTY

By: _____
Print name: _____
Its: _____
(title)
Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

Budget Name: COURT RECORDS CLERK II 2024 Budget Start: 01/01/2024

Name: COURT RECORDS CLERK II

Position:	COURT RECORDS CLERK II	Base Salary:	0.00	Base FTE:	1.00
Department ID:		Annual Salary:	35,236.50	Effective FTE:	1.00
Included:	Yes	Total Overtime:	0.00	Total Costs:	27,226.99
Overridden:	Yes	Total Budget:	62,463.49		

Salary Allocation

GL Number	Grant	Percent
101-215-704.000		100.00 %

Expenses

Expense	Amount
DISABILITY ER	297.84
ER PAID LIFE	27.00
HLTH INS ER	18,920.00
MEDICARE_ER	510.93
MERS 33 EXPENSE	1,409.46
POB ER	2,820.00
SOCSEC_ER	2,184.66
WORK COM ER	1,057.10
Total Expense:	27,226.99

3 Months Free Promotion

Offer Terms & Conditions - 3 Months Free

Offer valid for 30 days from receipt of contract proposal (the "Offer Period"); subject to change. Signed contract must be received by Spectrum Enterprise within the Offer Period. Offer valid for new Spectrum Enterprise clients, existing clients adding locations, or for adding a new Spectrum Enterprise fiber solution at select locations (each a "New Order"). Installation of services must be completed within 60 days of notification from Spectrum Enterprise that services are available for delivery.

Offer valid for new Spectrum Enterprise clients, existing clients adding locations, or adding a new Spectrum Enterprise fiber solution(s). Exclusions may apply. Spectrum Enterprise will waive the Monthly Recurring Charges (MRCs) for qualifying products for ninety (90) days for Spectrum Enterprise clients meeting eligibility requirements (the "Promotion Term"). Requires a New Order with a minimum commitment of a 36-month term (the "Order Term"). MRC will be waived beginning on the first full billing cycle. If the first month contains any partial billing, the waiver period will begin at the start of the second month and continue for the period of ninety (90) days.

Promotional offer not available to Federal clients (including foreign consulates, missions and embassies), state and local government clients with existing MSAs and negotiated pricing, K-12 clients eligible for E-rate, nor healthcare clients that participate in USAC's Rural Health Care Program, or other government funded programs. Some state and local government clients without existing MSAs or negotiated pricing may be eligible. Restrictions apply.

Termination Charges will apply in accordance with the underlying Service Agreement if the respective New Order is terminated prior to the end of the Order Term. Offer cannot be combined with other offers. Spectrum Enterprise reserves the right in its sole discretion to modify, suspend or terminate the offer at any time. By participating in this offer, clients agree to be bound by these offer terms and conditions and the decisions of Spectrum Enterprise which are final and binding, including any decisions concerning any violation or non-satisfaction of these terms and conditions. Installation, construction, usage and license fees and taxes may apply. Restrictions may apply. Subject to change without notice.

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SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: Stephanie Bayley	
Telephone: 972-537-5374	
Email: stephanie.bayley@charter.com	

Customer Information		
Customer Name TUSCOLA COUNTY JAIL	Order # 13963989	
Address 420 COURT ST # 2 CARO MI 48723-1606		
Telephone 9896738161	Email: bharris@tuscolacounty.org	
Contact Name Lieutenant Harris	Telephone 9896738161	Email: bharris@tuscolacounty.org
Billing Address 420 COURT ST # 2 CARO MI 48723-1606		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 420 Court St Unit #2, Caro MI 48723				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Set-Back-Box Deluxe	36 Months	22	\$7.50	\$165.00
SBB Equipment	36 Months	22	\$11.50	\$253.00
Promotional Video Discount - 3 Months Free	36 Months	1	\$0.00	\$0.00
TOTAL*				\$418.00

ONE TIME CHARGE(S) AT 420 Court St Unit #2, Caro MI 48723			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Set-Back-Box Installation Fee	22	\$0.00	\$0.00
TOTAL*			\$0.00



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

Some or all of your order is subject to a promotional offer, of which the full Terms & Conditions can be found by going to the following URL:

<https://enterprise.spectrum.com/legal/3-months-free.html>

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE

Signature: _____

Printed Name: Lieutenant Harris

Title: _____

Date: _____

"This page intentionally left blank."

Spectrum Enterprise pre-service installation guide



Welcome, and thank you for choosing Spectrum Enterprise. After you sign your service order, our teams will keep you updated on the status of your order. In the meantime, this document will help you understand what happens as you progress toward the service installation process.

Feel free to reach out to your sales contact if you have questions or need additional information. When installation begins, however, you'll have a dedicated project manager who'll partner with you as your main point of contact for a successful installation.

Client project milestones

- 1 Sign service order.
- 2 If necessary, work with our internal teams to provide any additional information or forms required to finalize your order.
- 3 Your Spectrum Enterprise project manager will contact you to introduce themselves and discuss next steps.

Spectrum Enterprise project milestones

- 1 Sales team submits signed service order to Order Management team.
- 2 Internal teams gather any additional information that's required to finalize your order.
- 3 Dedicated project manager contacts you to discuss next steps.

Spectrum Enterprise pre-service installation details

Let's look at more details about the milestones we'll reach before your service installation process begins.

Milestones

- 1 **Sign service order**
First, we'll finalize and sign your service order together. We are unable to proceed until the service order is signed, so if you have any concerns or questions about your order, please reach out to your sales contact right away.
- 2 **Finalize order**
Our internal teams will make sure we have all of the information we need to begin the installation process. This stage can take one to two weeks to complete. During this time, we may be in touch to get additional information and required forms.
If your order includes voice services, this would be a good time to engage your vendor. If you're transferring phone numbers from your current vendor to your Spectrum Enterprise account, we'll need a complete list of the numbers you're transferring. Your vendor can help you pull these from your phone server. We also request your vendor be available to participate in cutover activities on the day of activation. Your project manager will work closely with you and your vendor throughout the implementation process, and schedule the cutover once the service is ready.
- 3 **Connect with project manager**
As we're finalizing your order, your dedicated project manager will be in touch about next steps. Your project manager will be your primary point of contact during service installation, however, you may hear from additional team members throughout the process.
You will be invited to an introduction call where your project manager will review your order and the installation process in more detail. During this meeting, we will agree to a call and reporting schedule to ensure a smooth and efficient installation.

Additional disclaimer pending - does not apply for coax or upgrades.

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enterprise.spectrum.com

Spectrum
ENTERPRISE

Certificate Of Completion

Envelope Id: BAEFACC392C44D43A417DC5448A3689F	Status: Delivered
Subject: Stephanie Bayley has requested your signature on a document(s)	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator: Stephanie Bayley stephanie.bayley@charter.com
Envelopeld Stamping: Disabled	IP Address: 209.112.106.2
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	

Record Tracking

Status: Original 10/17/2023 1:45:33 PM	Holder: Stephanie Bayley stephanie.bayley@charter.com	Location: DocuSign
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Signer Events

Lieutenant Harris bharris@tuscolacounty.org Security Level: Email, Account Authentication (None)	Signature	Timestamp Sent: 10/17/2023 1:46:00 PM Viewed: 10/18/2023 5:42:53 AM
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Electronic Record and Signature Disclosure:
Accepted: 10/18/2023 5:42:53 AM
ID: b950c775-002f-47fb-b9e8-76a5c6013a31
Company Name: Spectrum Enterprise

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Stephanie Bayley
stephanie.bayley@charter.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/17/2023 1:46:01 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10/17/2023 1:46:01 PM
Certified Delivered	Security Checked	10/18/2023 5:42:53 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Charter Communications Operating, LLC (“Spectrum”) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. If you wish to receive paper copies in lieu of electronic documents, you may close this browser and request paper copies from the “sending party” by following the procedures outlined below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

Requesting paper copies, withdrawing consent, and updating contact information

Requesting Paper Copies.

Please provide your name, title, email, telephone, postal address and document title.

Withdraw Consent.

Please provide your name, title, email, date, telephone number and postal address.

Update Contact Information.

Please provide your name, title, email, telephone and postal address.

Any fees associated with sending paper copies or withdrawing consent will be determined by the sending party.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

To withdraw your consent with DocuSign

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. notify the “sending party” by email and in the body of such request you must state your email, full name, title, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Charter Communications Operating, LLC (“Spectrum”) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DocuSign during the course of your relationship with Charter Communications Operating, LLC (“Spectrum”).

TUSCOLA COUNTY BOARD OF COMMISSIONERS

125 W. Lincoln Street
Suite 500
Caro, MI 48723

Telephone: 989-672-3700
Fax: 989-672-4011

At a regular meeting of the Board of Commissioners for the County of Tuscola, State of Michigan, on the 26th day of October 2023, with the meeting called to order at 8:00 a.m.

Commissioners Present:

Commissioners Absent:

The following resolution was offered by Commissioner _____,
seconded by Commissioner _____.

RESOLUTION 2023-22 RESOLUTION OF THE TUSCOLA COUNTY BOARD OF COMMISSIONERS APPROVING THE 2023 APPORTIONMENT REPORT

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

WHEREAS, the submitted Apportionment Report contains a summary of the requests for millages to be levied by the various taxing jurisdictions and the County of Tuscola; and

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

NOW THEREFORE BE IT HEREBY RESOLVED the Tuscola County Board of Commissioners approves the summary of millage requests by the various taxing jurisdictions and further authorizes the Tuscola County Equalization Director to certify such forms and submit them as required by law to the appropriate departments.

ADOPTED: Yeas: _____

Nays: _____

Absent: _____

Resolution 2023-22 declared adopted this 26th day of October, 2023

Date _____

Kim Vaughan, Chairperson
Tuscola County Board of Commissioners

I, Jodi Fetting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at its meeting on October 26, 2023.

Date _____

Jodi Fetting
Tuscola County Clerk, CCO

PROPOSED

Calculations as of 12/31/2023

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	2023 ACTIVITY THRU 12/31/23	2024 DEPARTMENT REQU BUDGET	2024 FIRST DRAFT BUDGET
Fund: 101 GENERAL FUND					
APPROPRIATIONS					
Dept 229 - PROSECUTOR					
101-229-703.000	SALARIES SUPERVISION	108,867	85,788	114,867	108,867
101-229-704.000	SALARIES PERMANENT	403,421	280,100	427,421	348,057
101-229-704.020	HEALTH INSURANCE INCENTIVE	2,000	3,154	4,250	4,000
101-229-704.030	DISABILITY PLAN	3,084	2,396	3,500	2,955
101-229-704.040	UNUSED SICK TIME PAYOUT			4,500	4,500
101-229-705.000	SALARIES - PART/TIME	20,442	30,641	35,000	48,134
101-229-706.000	SALARIES OVERTIME	20,000	12,251	17,500	17,500
101-229-710.000	WORKERS COMPENSATION	10,336	8,381	12,500	15,152
101-229-711.000	HEALTH & DENTAL INSURANCE	124,600	105,373	135,000	189,200
101-229-715.000	F.I.C.A.	40,754	30,702	42,500	38,637
101-229-717.000	LIFE INSURANCE	253	187	300	189
101-229-718.000	RETIREMENT	43,972	34,370	47,500	53,977
101-229-718.100	POB IN LIEU OF RETIREMENT	29,296	17,138	35,000	19,740
101-229-727.000	SUPPLIES, PRINTING & POSTAGE	9,500	5,536	9,500	9,500
101-229-729.000	WESTLAW	7,500	5,969	8,500	8,500
101-229-801.000	CONTRACTED SERVICES	2,000		2,500	2,500
101-229-805.010	STENO TRANSCRIPTS	2,500	985	2,500	2,500
101-229-805.020	STENO APPEAL TRANSCRIPTS	500		750	750
101-229-807.000	WITNESS FEES & TRAVEL	10,000	2,402	10,000	10,000
101-229-809.000	MEMBERSHIPS & SUBSCRIPTIONS	500	8,881	8,500	8,500
101-229-861.000	TRAVEL	900	205	1,000	1,000
101-229-862.000	TRAVEL - EXTRADITIONS	4,200		4,500	4,500
101-229-934.000	OFFICE EQUIP REPAIRS & MAINT.	2,500	1,219	2,500	2,500
101-229-957.000	EMPLOYEE TRAINING	2,750	1,440	3,250	3,250
101-229-982.000	BOOKS	1,000	4,032	3,000	3,000
Totals for dept 229 - PROSECUTOR		850,875	641,150	936,338	907,408
Dept 230 - CO-OP REIMBURSEMENT-PROSECUTOR					
101-230-704.000	SALARIES PERMANENT	150,692	143,202	158,500	199,732
101-230-704.030	DISABILITY PLAN	1,187	1,175	1,500	1,694
101-230-704.040	UNUSED SICK TIME PAYOUT			1,200	1,200
101-230-706.000	WAGES OVERTIME		14	500	500
101-230-710.000	WORKERS COMPENSATION	3,014	2,987	4,500	5,992
101-230-711.000	HEALTH & DENTAL INSURANCE	53,400	64,552	68,000	56,760
101-230-715.000	F.I.C.A.	11,528	10,596	12,750	15,280
101-230-717.000	LIFE INSURANCE	95	92	125	108
101-230-718.000	RETIREMENT	10,966	10,335	13,500	20,096
101-230-718.100	POB IN LIEU OF RETIREMENT	11,340	7,730	12,500	11,280
101-230-727.000	SUPPLIES, PRINTING & POSTAGE	1,175	756	1,350	1,350
101-230-801.000	CONTRACTED SERVICES	210		250	250
101-230-957.000	EMPLOYEE TRAINING			500	500
Totals for dept 230 - CO-OP REIMBURSEMENT-PROSEC		243,607	241,439	275,175	314,742
TOTAL APPROPRIATIONS		1,094,482	882,589	1,211,513	1,222,150
NET OF REVENUES/APPROPRIATIONS - FUND 101		(1,094,482)	(882,589)	(1,211,513)	(1,222,150)
BEGINNING FUND BALANCE		9,688,656	9,688,656	8,806,067	8,806,067
ENDING FUND BALANCE		8,594,174	8,806,067	7,594,554	7,583,917

**PROSECUTING ATTORNEYS
ASSOCIATION OF MICHIGAN**

&

**Tuscola County Prosecutor's
Office**

CONTRACT FOR



PROSECUTORbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”), and the Prosecuting Attorneys Association of Michigan, a Michigan nonprofit corporation, (hereinafter referred to as “PAAM”), and Tuscola 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.

Initials CLB

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

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

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

The following questions must be completed by the Agency:

Number of users:	13	
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 "local agency" refers to the Client's office, and "Karpel Solutions" refers to Karpel Solutions.		

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

Deliverables:
PbK implementation and, if applicable, converted data.

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

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

	<p>Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.</p> <p>Assigned resources: Karpel Project Manage. Client Project Manager and system administrators</p>	35
	<p>Mock Go-live, System Administrator Training and Final system walkthrough - 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
July 15, 2024	<p>Training and go live. 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

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	14	\$2,250	(\$3,150)	\$28,350
External Agency Portal	1	\$10,000		\$10,000
Total Software				\$38,350

Installation Services	Qty.	Price		Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000		\$1,000
Data Preload	1	\$2,500		\$2,500
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	14	\$50		\$700
Total Installation Services				\$4,200

Professional Services	Qty.	Price		Total
Project Management		No Additional Cost		
Pre-Implementation Services (hours, remote)	8	\$150		\$1,200
Data Conversion: ACT/JCT	1	\$10,000		\$10,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150		\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500		\$2,500
Total Professional Services				\$14,300

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				\$94,050
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Annual Support Services	Qty.	Price		Total
PROSECUTORbyKarpel	14	\$450		\$6,300

External Agency Portal	1	\$2,000	\$2,000
Hosted Services (per user/year)	14	\$100	\$1,400
Unlimited eDiscovery	1	\$1,750	\$1,750
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			\$15,450

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

Optional Items Selected by Tuscola County			
Tuscola County Optional Items One-Time Cost	Qty.	Price	Total
Court Interface 1: JIS (calendar, hearing, minutes with e-Filing)	1	10,000	10,000
Total Optional Items One-Time Cost			10,000

Tuscola County Optional Items Annual Support Services			
Annual Support Level 1 Interface JIS	1	2,000	2,000
Total Optional Annual Support Services			2,000

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

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

Tuscola 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

TUSCOLA 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.

Tuscola 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	Eye		(555)555-5555		81818
Unavailable	Saint Louis	City	MO	State	63101	Zip	State-License#	CA 19191818238		53245243
Police	Walmart	Employer	WRD-Ward of the Court 07-15-2015	Defendant Status						665544333
										665544333

Deceased
Statewide
CLEAR

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

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

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charity C	P.O. Box 666	North Haverhill, NH		Fem...	1959
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:

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

16. Appendix C CJIS Security Addendum

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

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

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

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

1.00 Definitions

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

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

2.00 Responsibilities of the Contracting Government Agency.

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

3.00 Responsibilities of the Contractor.

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

4.00 Security Violations.

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

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

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

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

5.00 Audit

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

6.00 Scope and Authority

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

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

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

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

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

6.06

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

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

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

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

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Employee Date

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Representative Date

Karpel Solution CEO

Organization and Title of Contractor Representative

2024 Equipment/Capital Improvement Budget Request

2024 Equipment/Capital Improvement Budget Request						
Requests			Potential Recommended for Funding			
Department Request		Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund - 244	Jail Capital Improvements Fund	Comments
Unified Court	Two Chairs	\$415		\$415		DC Clerk Chair and Circuit Court Desk Chair
	Floor Mat Magistrate Clerk	\$75		\$75		
	Filing Cabinet	\$300		\$300		Juvenile Probation Dept
Controller	Microfilm General Ledger	\$2,000		\$2,000		Mandated
	Microfilm Building Permits	\$10,000		\$10,000		Many Years will need to be done, this will be the beginning
Computer Operations	Servers	\$10,000		\$10,000		
	Workstations	\$25,000		\$25,000		
	VOIP Phone Refresh	\$120,000		\$120,000		
	Pure Storage Refresh	\$400,000		\$400,000		
	Switches	\$15,000		\$15,000		
	Replace Old Cabling	\$10,000		\$10,000		
	Security Buttons	\$5,000		\$5,000		
	Door Access Cards	\$12,000		\$12,000		
	Desktop Scanners	\$4,000		\$4,000		
	Security Cameras	\$5,000		\$5,000		
Computer Operations (cont'd)	Cruiser Cameras	\$44,000		\$44,000		
	Zoom Display	\$1,000		\$1,000		
	Pivot Point Software	\$6,000		\$6,000		
	Carry Over Multiple Departments	\$45,975		\$45,975		Automatic Door Lock Badge ID (should be completed in 2023 but may be a carry over)

2024 Equipment/Capital Improvement Budget Request

2024 Equipment/Capital Improvement Budget Request						
Requests			Potential Recommended for Funding			
Department Request		Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund - 244	Jail Capital Improvements Fund	Comments
	<i>Carry Over</i> Clerk Scanners	\$15,000		\$15,000		Delay in receiving equipment in 2023 in order to complete project
	<i>Carry Over</i> Onbase document imaging	\$242,000		\$242,000		Adds paperless workflow to District Court Leverages previous investment in same technology and benefits multiple departments
Drain Commissioner	New Truck	\$50,000		\$50,000		
Emergency Services	AED Batteries	\$1,000		\$1,000		
Buildings & Grounds	Courthouse Painting	\$30,000	\$30,000			
	Courthouse Back Sidewalk	\$50,000	\$50,000			
	Jail Cells Window Replacement	\$375,000	\$0		\$375,000	
	Jail Fire Suppression System	\$200,000	\$0		\$200,000	
	Jail Report Room Carpet	\$1,000	\$0		\$1,000	
	MSU Parking Lot Seal Coat	\$3,500	\$3,500			
	MSU Building Interior Remodel	\$150,000	\$150,000			
	Health Department Parking Lot Seal Coating	\$10,000	\$10,000			
	DHHS Roof Replacement	\$200,000	\$200,000			
	DHHS Parking Lot Seal Coating	\$8,000	\$8,000			
	MSP Interior Remodel	\$60,000	\$60,000			
	Purdy Building Painting	\$10,000	\$10,000			
	Health Department Rooftop HVAC Units	\$40,000	\$40,000			
	<i>Carry Over</i> - Clerk Work Area	\$15,000		\$15,000		Project will not be completed by the end of 2023

2024 Equipment/Capital Improvement Budget Request

2024 Equipment/Capital Improvement Budget Request						
Requests			Potential Recommended for Funding			
Department Request		Capital Improvement Requests	Recommended for Funding from Capital Improvement Fund - 483	Recommended for Funding from Equipment/Technology Fund - 244	Jail Capital Improvements Fund	Comments
	<i>Carry Over</i> - Dispatch HVAC	\$140,000	\$140,000			Project will not be completed by the end of 2023
	<i>Carry Over</i> - Courthouse Tuckpointing	\$66,300	\$66,300			Project will not be completed by the end of 2023
	<i>Carry Over</i> - Purdy Building Tuckpointing	\$16,900	\$16,900			Project will not be completed by the end of 2023
	<i>Carry Over</i> - MSU Building Tuckpointing	\$7,800	\$7,800			Project will not be completed by the end of 2023
	<i>Carry Over</i> - PSB Building Remodel	\$2,038,191	\$2,038,191			Project will not be completed by the end of 2023
	<i>Carry Over</i> - MSP Concrete Repair	\$1,500	\$1,500			Project will not be completed by the end of 2023
	<i>Carry Over</i> - Health Department Lobby Flooring	\$15,000	\$15,000			Project will not be completed by the end of 2023
	<i>Carry Over</i> - Health Department Bathroom Remodel	\$7,500	\$7,500			Project will not be completed by the end of 2023
<hr/>						
Grand Total		\$4,469,456	\$2,854,691	\$1,038,765	\$576,000	
Total Funded (Carryover)		\$2,611,166	\$2,293,191	\$317,975	\$0	
Total Not Funded 2024 Projects		\$1,858,290	\$561,500	\$720,790	\$576,000	
Total Request for 2024 Revised with Project Reductions		\$1,192,290	\$281,500	\$710,790	\$200,000	

used in a manner consistent with the terms of the Settlement Agreement and Release of Claims entered into between the County and the Tuscola County Unified Court.

Yes: Thomas Young, Doug DuRussel, and Dan Grimshaw
Absent: Thomas Bardwell and Kim Vaughan

Motion Carried.

Old Business

1. Tuscola County Clerk Stipend -

2022-M-019

Motion by Doug DuRussel, seconded by Dan Grimshaw to authorize the creation of an election coding stipend for the County Clerk. If there are 15 or less ballot styles in one election, then the stipend payment per ballot style is \$85.00 for ICP programming and \$15.00 for ICX programming. If there are 16 or more ballot styles in one election, then the stipend would be a flat stipend of \$2,000.00. Stipend to be paid to the County Clerk at the conclusion of canvassing an election and documentation to be provided to the Human Resource Director for payment. This only applies if the election coding is done in-house and not contracted out, effective January 1, 2022. Also, all budget amendments are authorized as necessary.

Yes: Thomas Young, Doug DuRussel, and Dan Grimshaw
Absent: Thomas Bardwell and Kim Vaughan

Motion Carried.

Recessed at 9:18 a.m.

Reconvened at 9:29 a.m.

New Business

Continued from above

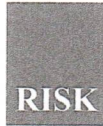
6. Closed Session on Labor Negotiations -

2022-M-020

Motion by Dan Grimshaw, seconded by Doug DuRussel that the Board meet in closed session, pursuant to Section 8(c) of the Open Meetings Act, in order to discuss strategy connected with the pending negotiation of collective bargaining agreements with Eric Morris with Braun Kendrick, Clayette Zechmeister, Jodi Fetting, Shelly Lutz, Eean Lee and Tracy Violet to be allowed to attend the closed session at 9:30 a.m.

Yes: Thomas Young, Doug DuRussel, and Dan Grimshaw
Absent: Thomas Bardwell and Kim Vaughan

Motion Carried.



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

October 9, 2023

Undersheriff Robert Baxter
Tuscola County
420 Court St
Caro, MI 48723

RE: RAP

Dear Undersheriff Baxter,

In accord with your RAP application and documentation for your K-9 project, I am pleased to enclose our payment in the amount of \$2,000.

I commend Tuscola County and yourself for taking this risk management initiative.

Sincerely,

A handwritten signature in cursive that reads "Cara Ceci".

Cara Ceci, ARM, CPCU
Member Resources Manager

CC/sp

cc: Clayette Zechmeister
MMRMA Risk Manager

Enclosure



STATE OF MICHIGAN

DEPARTMENT OF HEALTH AND HUMAN SERVICES

LANSING

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

October 18, 2023

Kim Vaughn
125 W. Lincoln Street
Caro MI 48723

RE: FY24 Budget Approval

Dear Commissioner Vaughn:

Your 2023-24 annual plan and budget for Child Care Fund (CCF) expenditures is approved for 75% state reimbursement of in-home care (IHC) programming and 50% state reimbursement of out-of-home placement and court/county-operated facility costs (if applicable). CCF-eligible Raise the Age costs will still be reimbursed at the 100% rate.

Please see the DHS-2091 form that was approved with the CCF annual plan and budget for a breakdown of the approved amounts. The DHS-2091 template was updated in MiSACWIS after finalization of the State's FY 2024 budget. If you have a prior version of the form (which may already have signatures) that references a 50/50 cost share for IHC, your budget has automatically converted to the 75/25 cost share for in-home care programming. This can be viewed by using the 'select' function to view the currently approved FY 2024 DHS-2091 in MiSACWIS.

Program and expenditure eligibility for CCF reimbursement did not change for FY 2024. The *Child Care Fund Handbook Published Policies and Procedures, Effective State Fiscal Year 2023* will be the source of eligibility information. All prior CCF Handbooks are obsolete. Use of FY 2024 CCF reimbursement certifies that, to the best of the County/Court/ Tribe's knowledge and belief, the data contained in reimbursement requests is correct. Submission of a reimbursement request should be according to the instructions and definitions established by the Child Care Fund-related statute, administrative rules, and policy. Net reimbursable expenditures should represent no costs for capital outlay.

Monthly reimbursements are approved subject to further fiscal and program review. By accepting reimbursement, the County/Tribe agrees to accept responsibility for any exception or other payment irregularity in the program found after fiscal and program review.

Any claim for State monies from the Child Care Fund to cover expenditures incurred between October 1, 2023 and September 30, 2024, will signify acceptance of the terms of this approval letter.

Sincerely,

A handwritten signature in black ink that reads "Kelly Walters". The signature is written in a cursive style with a large, looping initial "K".

Kelly Walters, Manager
Child Care Fund Reimbursement Unit

cc: The Honorable Nancy Thane, Tuscola County
Sheila Long, Tuscola County Court
Karen Southgate, Director, Tuscola County MDHHS



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

October 16, 2023

Shelly Lutz
Tuscola County
125 W Lincoln St
Caro, MI 48723

Dear Shelly:

I am pleased to inform you that the MMRMA Board Chairman has reappointed you to the Membership Committee with a term expiring December 31, 2026. Your reappointment was unanimously confirmed by the Board of Directors at their October 12th meeting.

As always, thank you for your participation on the committee and your willingness to devote your time, energy, and expertise to support the many successes of this fine organization.

Regards,

A handwritten signature in black ink, appearing to read "Michael L. Rhyner", with a stylized flourish at the end.

Michael L. Rhyner
Executive Director

cc: Clayette Zechmeister
Seth Kaiman

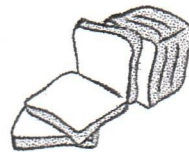
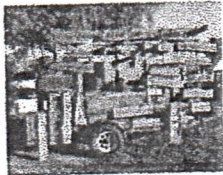
The Mayville Lions present their 9th annual
"Made in the Thumb"
Showcase

Saturday Oct. 28th, 9am-2pm

FREE ADMISSION !!!

Polish American Club
M24 just south of Caro

Featuring entrepreneurs that
make products in the Thumb!!!!



Vendors have products available for purchase!!
Food available on the grounds!!

Rec'd
10/16/23

OFFICE OF
TUSCOLA COUNTY DRAIN COMMISSIONER

125 W. LINCOLN STREET, STE 100
CARO, MI 48723

Phone (989) 672-3820
Fax (989) 673-3497

email: drain-commissioner@tuscolacounty.org

ROBERT J. MANTEY
Drain Commissioner
Cell Phone (989) 553-3824



STATE OF MICHIGAN

IN THE 54th CIRCUIT COURT FOR THE COUNTY OF TUSCOLA

NOTICE OF HEARING TO AMEND LAKE LEVEL ORDER – MURPHY LAKE

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that a petition dated August 11, 2023 was filed with the Circuit Court for the County of Tuscola to amend the lake level order for Murphy Lake.

NOTICE IS FURTHER GIVEN that the Tuscola County Circuit Court will review the petition on **November 9, 2023 at 10:30 AM** in the courtrooms located at 440 N State Street, Caro, Michigan 48723, to receive evidence to amend the lake level order for Murphy Lake, located in Millington Township and Watertown Township, Tuscola County, Michigan, consistent with the provisions of MCL 324.30707.

NOTICE IS FURTHER GIVEN that the public may submit written testimony and provide evidence regarding the petition and this matter to the Court. Moreover, the public may also attend the hearing at the time and location above to provide oral testimony. The Court will accept written testimony and evidence addressed to: 440 N State Street, Caro, Michigan 48723, with the subject-line “Murphy Lake – Lake Level Hearing (Case No. 23-32581-CZ).” Please call the Court’s telephone number underlined below with any questions regarding submitting written materials.

Please call (989) 672-3820 with any other questions related to the lake level hearing. Our office will be happy to answer any questions.

NOTICE IS FURTHER GIVEN that persons with disabilities who may require accommodations to attend the court hearing should contact the Court by phone at **(989) 672-3720** or by using the Michigan Relay Service at 7-1-1 (TDD) at least 24 hours in advance of the hearing to coordinate accommodations. All property owners affected may participate in this hearing by either submitting written testimony and/or evidence for consideration by the Court or by attending the court hearing to present testimony.

Robert J. Mantey
Tuscola County Drain Commissioner
Phone: (989) 672-3820

FAQs

Robert J. Mantey
Tuscola County
Drain Commissioner



NOTICE OF HEARING TO AMEND LAKE LEVEL ORDER FOR MURPHY LAKE

Why am I receiving this notice?

You are receiving this notice because you may own lands within the lake level special assessment district for Murphy Lake.

What is a legally established lake level?

Part 307 of the Michigan Natural Resources and Environmental Protection Act allows circuit courts to establish lake levels for inland lakes to, among other things, benefit property owners and preserve Michigan's natural resources. Murphy Lake has court ordered lake levels under Part 307.

What is a special assessment district?

A special assessment district is an area of land designated to receive special assessments for a particular benefit received from certain public projects, like lake levels.

Why is the lake level order being revised?

Revisions are necessary to be consistent with state law to ensure that the court order allows for lake level variations and clarify the requirements for Murphy Lake's summer and winter levels.

How will this impact the levels of Murphy Lake?

The intent of the lake level amendments is **NOT** to impact the physical levels of Murphy Lake. The proposed amendments would update the lake level order to allow for lake

level variations due to things like approved and permitted construction work, weather or natural conditions, and reasonable management of lake level infrastructure. The proposed amendments would also clarify how and when the summer refilling and winter drawdown to achieve the summer and winter levels will occur.

The proposed amendments were prepared in consultation with the Michigan Department of Natural Resources ("DNR") and Michigan Department of Environment, Great Lakes and Energy ("EGLE") and are intended to be consistent with EGLE permitting requirements.

What is my assessment amount?

No special assessments are anticipated at this time.

Do I have to attend the circuit court hearing?

No. However, it is your right to do so. You may present testimony and evidence to the Court regarding the proposed amendments to the Murphy Lake — Lake Level Order.

How can I get more information?

Please call **(989) 672-3820** or e-mail **drain-commissioner@tuscolacounty.org**. When leaving a voicemail, please state your name, address, and phone number, along with the lake name. We will be glad to answer any questions.

Robert J. Mantey

Tuscola County Drain Commissioner | 125 W. Lincoln Street | Caro, Michigan 48723

Revised 10/16/23

OFFICE OF
TUSCOLA COUNTY DRAIN COMMISSIONER

125 W. LINCOLN STREET, STE 100
CARO, MI 48723

Phone (989) 672-3820
Fax (989) 673-3497

email: drain-commissioner@tuscolacounty.org

ROBERT J. MANTEY
Drain Commissioner
Cell Phone (989) 553-3824



STATE OF MICHIGAN

IN THE 54th CIRCUIT COURT FOR THE COUNTY OF TUSCOLA

NOTICE OF HEARING TO AMEND LAKE LEVEL ORDER – SHAY LAKE

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that a petition dated August 11, 2023 was filed with the Circuit Court for the County of Tuscola to amend the lake level order for Shay Lake.

NOTICE IS FURTHER GIVEN that the Tuscola County Circuit Court will review the petition on **November 9, 2023 at 9:00 AM** in the courtrooms located at 440 N State Street, Caro, Michigan 48723, to receive evidence to amend the lake level order for Shay Lake, located in Dayton Township, Tuscola County, Michigan, consistent with the provisions of MCL 324.30707.

NOTICE IS FURTHER GIVEN that the public may submit written testimony and provide evidence regarding the petition and this matter to the Court. Moreover, the public may also attend the hearing at the time and location above to provide oral testimony. The Court will accept written testimony and evidence addressed to: 440 N State Street, Caro, Michigan 48723, with the subject-line “Shay Lake – Lake Level Hearing (Case No. 23-32582-CZ).” Please call the Court’s telephone number underlined below with any questions regarding submitting written materials.

Please call (989) 672-3820 with any other questions related to the lake level hearing. Our office will be happy to answer any questions.

NOTICE IS FURTHER GIVEN that persons with disabilities who may require accommodations to attend the court hearing should contact the Court by phone at **(989) 672-3720** or by using the Michigan Relay Service at 7-1-1 (TDD) at least 24 hours in advance of the hearing to coordinate accommodations. All property owners affected may participate in this hearing by either submitting written testimony and/or evidence for consideration by the Court or by attending the court hearing to present testimony.

Robert J. Mantey
Tuscola County Drain Commissioner
Phone: (989) 672-3820

FAQs

Robert J. Mantey
Tuscola County
Drain Commissioner



NOTICE OF HEARING TO AMEND LAKE LEVEL ORDER FOR SHAY LAKE

Why am I receiving this notice?

You are receiving this notice because you may own lands within the lake level special assessment district for Shay Lake.

What is a legally established lake level?

Part 307 of the Michigan Natural Resources and Environmental Protection Act allows circuit courts to establish lake levels for inland lakes to, among other things, benefit property owners and preserve Michigan's natural resources. Shay Lake has court ordered lake levels under Part 307.

What is a special assessment district?

A special assessment district is an area of land designated to receive special assessments for a particular benefit received from certain public projects, like lake levels.

Why is the lake level order being revised?

Revisions are necessary to be consistent with state law to ensure that the court order specifies the correct lake level elevation and establishes boundaries of a special assessment district.

Specifically, the proposed amendments would update the lake level order to include a map of the special assessment district, use the NAVD88 survey datum for the lake level elevation, update the legally established lake level to more accurately reflect the conditions on Shay Lake, and allow for lake level variations due to things like approved and

permitted construction work, weather or natural conditions, and reasonable management of lake level infrastructure.

The proposed amendments were prepared in consultation with the Michigan Department of Natural Resources ("DNR") and Michigan Department of Environment, Great Lakes and Energy ("EGLE") and are intended to be consistent with EGLE permitting requirements.

How will this impact the level of Shay Lake?

The intent of the amendments is **NOT** to impact the physical level of Shay Lake. The proposed amendments would revise the established lake level to reflect the lake level and conditions that have historically been maintained.

What is my assessment amount?

No special assessments are anticipated at this time.

Do I have to attend the circuit court hearing?

No. However, it is your right to do so. You may present testimony and evidence to the Court regarding the proposed amendments to the Shay Lake — Lake Level Order.

How can I get more information?

Please call (989) 672-3820 or e-mail drain-commissioner@tuscolacounty.org. When leaving a voicemail, please state your name, address, and phone number, along with the lake name. We will be glad to answer any questions.

Robert J. Mantey

Tuscola County Drain Commissioner | 125 W. Lincoln Street | Caro, Michigan 48723



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Legislative Update 10-13-23

WRITTEN BY [DEREK MELOT](#) ON OCTOBER 13, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MACSC](#), [MARKETING](#), [NACO](#)

Senate approves juvenile justice reform bills

A portion of the 20-bill package to make sweeping reforms to the juvenile justice system, and which is backed by MAC, gained approval in the Michigan Senate this week. The Michigan House had planned action on the bills but did not take any.

Senate Bills [418-423](#), [424](#), [425](#), [426](#), [427](#), [428-429](#), [430-431](#) and [432-437](#) are a result of the

Michigan Task Force on Juvenile Justice Reform's [recommendations](#) provided last July. SBs 418, 421, 425, 426, 428, 429, 431, 432, 435 and 436 were approved on Thursday. It is expected that the House will approve the remaining bills in the package that the Senate did not address. The House bills are HBs [4624-43](#).



The Task Force on Juvenile Justice Reform was established in 2021 and tasked with assessing Michigan's juvenile justice data and identifying ways to improve the system. Two county commissioners served on the [Task Force](#), each nominated by MAC. Alisha Bell of Wayne represented a county commissioner from a county with a population over 100,000, and Marlene

Webster of Shiawassee represented a county commissioner from a county under 100,000 in population. Rep. Sarah Lightner, R-Jackson and a former county commissioner, also served on the panel.

The task force discovered several challenges to strengthening public safety and improving outcomes for youth. This led to the set of 32 recommendations provided to the Legislature last year. The recommendations would improve community safety, reduce disparities and improve youth outcomes.

SB 418, by Sen. Sylvia Santana (D-Wayne), enhances the County Child Care Fund (CCF) by establishing a minimum framework of juvenile justice best practices statewide, including the use of risk screening and assessment tools. The best practices will be supported by an increase in the reimbursement rate for community-based services from 50 percent to 75 percent, including 17-year-olds. These changes are essential to ensuring counties have the resources to implement and utilize these approaches. The reimbursement rate for residential services will be 50 percent, including the 17-year-old population.

SBs 419–423 and HBs 4625-29 require the consistent use of validated screening and assessment tools to enable more objective decision-making and allow agencies to better match youth to appropriate supervision and services, reducing their likelihood to recidivate. The bills also expand the Diversion Act so that all offenses, with an exception for youth committing a specified juvenile violation, are eligible for pre-court diversion, based on the use of a risk-screening tool and other factors, and limit the time that a youth can be placed on pre-court diversion, unless the court determines that a longer period is needed. While diversion eligibility would be expanded, judicial discretion remains.

SB 424 and HB 4630, by Sen. Sue Shink (D-Washtenaw) and Rep. Sarah Lightner (R-Jackson), respectively, would expand the Michigan Indigent Defense Commission to include development, oversight, and compliance with youth defense standards in local county defense systems. MAC has worked to ensure there would be no increase in the local share for MIDC services, that 40 percent of the total grant amount would be received upfront and that partially indigent reimbursements will remain.

If enacted, this legislation would take effect Oct. 1, 2024.

MAC supports this package.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.

Solar and wind siting legislation sparks contentious hearing

Outspoken residents and frustrated committee members did not hold back during a tense House Energy Committee hearing Wednesday on solar and wind siting legislation, bills that are opposed by MAC.

House Bills [5120](#), by Rep. Abraham Aiyash (D-Wayne), [5121](#) and [5123](#), by Rep. Ranjeev Puri (D-Wayne), and [5122](#) by Rep. Phil Skaggs (D-Kent) aim to usurp local control of siting and permitting for renewable energy facilities and grant the authority to the Public Service Commission (PSC).



The hearing kicked off with the sponsors speaking to the merits of their bills. They emphasized the governor's efforts to transition toward 100 percent renewable energy and a Senate package that would implement her goals by 2040. Aiyash explained the bills would help to expedite the transition and expand clean energy production in Michigan.

Those pushing for the legislation include the governor's team, environmentalists and solar development companies. It comes after lawsuits between developers and township officials. Should the PSC take control of siting for renewable energy facilities, developers would no longer need to interface with local units of government, doing business directly with the state.

Republican members of the committee questioned Aiyash at length about the elimination of community input, the effect on farmland capacity and the ways in which rural and urban communities will be impacted differently should this legislation pass. Even democratic members shared concerns about how broadly the legislation was drafted. The audience, primarily made up of opponents, could be heard cheering and booing on occasion.

MAC opposes the package and was set to testify, but the committee hearing ran out of time after an hour and a half. Committee Chair Scott (D-Oakland) told the press afterward that it is possible there will be more hearings, but that she is still deciding whether she supports the bills. Should another hearing be scheduled, MAC is prepared to speak out against the pre-emption of local control.

MAC has [an email advocacy campaign](#) available on this issue and [a resolution template](#) for counties to adopt.

To date, 23 counties have adopted resolutions to oppose the legislation in its current form: Alcona, Bay, Cass, Chippewa, Clinton, Crawford, Hillsdale, Huron, Ionia, Iosco, Iron, Lapeer, Mason, Mecosta, Menominee, Missaukee, Newaygo, Ogemaw, Ontonagon, Osceola, Sanilac, St. Clair and Tuscola.

Another six counties have advised MAC of their intention to adopt such resolutions: Alger, Berrien, Branch, Isabella, Manistee and St. Joseph.

If your county has adopted a resolution or plans to do so and is not on these lists, please contact Amanda Despina at despins@micounties.org.

For more information on this issue, contact Madeline Fata at fata@micounties.org.

PPT reimbursement bills head to governor

Legislation to create a reimbursement process for local governments who will lose money due to Personal Property Tax exemptions this year passed both chambers and now awaits the signature of the governor.



House Bills [4553](#) and [4554](#), by Rep. John Fitzgerald (D-Kent) and Rep. Denise Mentzer (D-Macomb), respectively, and [Senate Bill 331](#), by Sen. Kevin Hertel (D-Wayne), received bipartisan support this week. **All three bills reflect a key MAC priority for 2023.**

MAC began pursuit of legislation after the Legislature, in December 2021, expanded the PPT exemption for businesses from \$80,000 in true cash value exemption to \$180,000. This move created an estimated \$75 million annual loss for local governments.

Because this exemption is not based on the value of property initially exempted in 2014 with the large PPT overhaul legislation, calculating the loss for each county and community needs to be based on a different formula. It took more than a year to determine the best mechanism and methodology for calculating the reimbursements, as reflected in the current bills.

The bills also carve out \$75 million from the state's use tax to fund the reimbursement.

The expansion of the PPT exemption is effective this year and without enactment of these bills, locals would be left with a shortfall. MAC anticipates the governor will sign the bills and the promise of reimbursement will be fulfilled.

For more information on this issue, contact Deena Bosworth at bosworth@micounties.org.

Binding arbitration expansion grinds its way toward passage

Legislation to extend binding arbitration to county correctional officers took another step toward enactment this week, despite opposition from MAC and others.

[House Bill 4438](#), by Rep. Kelly Breen (D-Oakland), was approved by the Senate Labor Committee unanimously on Thursday. A substitute was adopted during the committee process to include all Michigan Commission on Law Enforcement Standards (MCOLES)-certified law enforcement officers in binding arbitration, adding officers from universities and community colleges.



MAC has long opposed any expansion of binding arbitration to other bargaining units due to the cost of the process, the long-term liabilities associated with third-party decisions and the unequal treatment such a system provides to those bargaining units. The Michigan Public Employment Relations Act already provides for bargaining rights without tying the hands of the county in binding arbitration.

MAC submitted a letter to committee members expressing these concerns. However, the current Legislature has repeatedly demonstrated strong support for unions and collective bargaining units. HB 4438 has been referred to the Senate floor for a final vote before likely advancing to the governor's desk for signature.

For more information on this issue, contact Madeline Fata at fata@micounties.org.

House committee reviews plan for court reporter fee increase

This week, the House Criminal Justice Committee heard testimony on [House Bill 5046](#), sponsored by Rep. Nate Shannon (D-Macomb). This legislation would increase wages for court reporters and recorders. The bill would increase the amount a court reporter or recorder would receive from \$1.75 to \$3.75 per page on original transcript, and 90 cents per page for each copy.



MAC opposed this legislation in committee; however, MAC supports the increase in fees for court reporters and recorders. We are continuing to work with the bill sponsor to address issues this legislation may pose for county budgets.

For more information on this issue, please contact Samantha Gibson at gibson@micounties.org.

House approves additional judgeships in Kent and Macomb counties

New judgeships could soon exist in Kent and Macomb counties after the House passed House Bills [4823](#) and [4920](#), by Rep. Doug Wozniak (R-Macomb) and Rep. John Fitzgerald (D-Kent), respectively. HB 4823 would add a probate court judge in Macomb County, while HB 4920 would add a district judge in Kent County.



The Macomb Probate Court now has two probate judges, so HB 4823 would add a third slot. HB 4920 would add a judge to the 63rd District Court in Kent County. However, the Kent seat would still need approval from the Kent County Board of Commissioners, even after any legislation is signed into state law. After approval from the Board of Commissioners, an election would have to be held in 2024 to elect a new judge.

MAC supports this legislation.

Counties reminded to make canvasser appointments

As Oct. 16 approaches in what is an odd-numbered year, county boards are reminded of their responsibilities to make appointments to their Board of County Canvassers.

As noted in a new legal update from the firm of Cohl, Stoker & Toskey:

“The Board of County Canvassers is a four-member board established in every County to canvass election results and conduct recounts. MCL 168.24a(1), (2). Members of the Board of County Canvassers are appointed for four-year terms of office beginning on Nov. 1, following their appointment. MCL 168.24a(7).

“Members of the Board of County Canvassers must be qualified electors of the County. However, no elected official is eligible for membership on the Board of County Canvassers. If any member of the Board of County Canvassers, during their term of office, becomes a candidate for any elective public office, their seat on the Board of County Canvassers becomes vacant. MCL 168.24b.

“The County Board of Commissioners must make its selection within 10 days of convening its annual meeting. MCL 168.24c(3). The Board of Commissioners has a narrow 10-day window of opportunity to appoint two members to the County Board of Canvassers for a new 4-year term commencing on November 1 of an odd numbered year. MCL 168.24c(3). That 10-day window of opportunity commences upon the convening of the County Board’s annual meeting, which must be held each year after Sept. 14, but before Oct. 16. MCL 46.1(1).”

See the complete memo from the firm [by clicking here](#).



Check out conference videos on MAC’s YouTube channel

MAC members are encouraged to [visit our YouTube channel](#), where you will find a growing set of videos from the 2023 Annual Conference held earlier this month.

In the first wave of videos from the conference, check out segments of the two-day workshop on road funding and spending put on by the County Road Association, a MAC affiliate.



In coming days, you also will find at the link [Ed Noyola of CRA answers a question during the road funding workshop on Oct. 1, 2023.](#) videos from plenary sessions, including the MAC Legislative Update, and the inaugural address of 2023-24 MAC Board President Jim Storey of Allegan County.

MAC's YouTube channel also is where you can find episodes of Podcast 83, special webinar videos and more.

Other 2023 Annual Conference resources — such as presentations from workshops, handouts and photos — can be found on the [MAC website](#).

MAC conference attendees leave event with potential windfalls

More than \$90,000 in claims on property now held by the Michigan Treasury were established for attendees of the 2023 Annual Conference in Kalamazoo this month.

A booth at the conference, staffed by a Treasury official, assisted attendees in using the [state's unclaimed property database](#). The results were striking:

- 88 searches performed
- 41 claims established, totaling \$90,225
- 47 percent "hit" ratio (average hit ratio is 33%)

"We always tout the value of our major events, but this gives new meaning to the term," said Stephan Currie, MAC's executive director. "We appreciate the cooperation of the Treasury Department in making this service available to our members."

Don't be surprised to see the Treasury booth at a conference next year, so plan accordingly!



Staff picks

- [How landfills work](#) (Michigan Department of Environment and Great Lakes)
- [Marquette County organizations secure \\$50K for housing specialist](#) (Mining Journal)
- [State of Michigan ARP Funding Dashboard](#) (Michigan Department of Technology, Management and Budget)





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Legislative Update 10-20-23

WRITTEN BY [DEREK MELOT](#) ON OCTOBER 20, 2023. POSTED IN [BLOG](#), [EVENTS](#), [LEGISLATIVE](#), [MAC NEWS](#), [MACSC](#), [MARKETING](#), [NACO](#)

Controversial energy bills get committee nod despite MAC opposition

Legislation to usurp local control over the siting of solar and wind power facilities advanced out of a House committee this week, despite voiced opposition from MAC and others.

MAC testified in opposition in another tense hearing of the House Energy Committee hearing on Wednesday on House Bills [5120](#), by Rep. Abraham Aiyash (D-Wayne), [5121](#), by Rep. Ranjeev Puri (D-Wayne), [5122](#), by Rep. Phil Skaggs (D-Kent), and [5123](#) (Puri) that aim to give control of siting and permitting for renewable energy facilities to the state's Public Service Commission (PSC).

For two weeks in a row, the committee heard strong opposition from residents, local leaders and organizations such as MAC, the Michigan Townships Association and the Michigan Municipal League. Many expressed a desire to keep siting decisions local, while enabling solar developments to expand across the state.



MAC's Madeline Fata testifies before the House Energy Committee in opposition to bills to usurp local control on solar and wind facility locations.

In [her testimony](#) (see 32:25 mark at link), MAC's Madeline Fata noted 20 counties have countywide zoning ordinances for renewable energy facilities, and that protecting the work those counties have put forth is a priority. Fata emphasized a one-size-fits-all method will not work in this situation, as each community has different preferences for setbacks, berms, trees, panel heights, pollinators, decibel levels, safety plans, etc., that cannot be satisfied by uniform standards. In the existing county ordinances, some are more restrictive and some less than what is proposed in this legislation, but each is tailored to the wants and needs of that specific community.

Fata highlighted the PSC's lack of expertise in land use and zoning issues, noting all other energy generation facilities currently adhere to local zoning and the PSC's primary function is ratemaking.

Before passage, the bills were amended to protect property owners from eminent domain, clarify the definition of "public benefit" and create an intervention fund for locals to utilize when contesting a PSC decision. The committee then approved all four bills 9-7-1, with all Democrats except Rep. Karen Whitsett (D-Wayne) voting yes and all Republicans voting no.

Fighting the preemption of local control will always to be a top priority for MAC. We will continue to advocate against this legislation as it moves to the House floor for a vote.

Members are encouraged to use [an email advocacy campaign](#) available on this issue and [a resolution template](#) for counties to adopt.

To date, 30 counties have adopted resolutions to oppose the legislation in its current form: Alcona, Allegan, Alpena, Barry, Bay, Branch, Cass, Chippewa, Clinton, Crawford, Hillsdale, Huron, Ionia, Iosco, Iron, Isabella, Lapeer, Lenawee, Marquette, Mason, Mecosta, Menominee, Missaukee, Newaygo, Ogemaw, Ontonagon, Osceola, Sanilac, St. Clair and Tuscola.

For more information on this issue, contact Madeline Fata at fata@micounties.org.

Registration now open for Dec. 7 MAC Policy Summit

A MAC-commissioned report on the services that counties provide to other local governments will be reviewed at the MAC Policy Summit set for Dec. 7, 2023.

The fee to attend the summit at the Kellogg Center in East Lansing is \$50. This includes registration, lunch and continental breakfast.

For members who cannot make it to mid-Michigan, MAC will offer digital access for the \$50 fee. (Please note, however, that digital access will be viewing only, not interactive.)

In addition to the services report, the event will include presentations on:

- The effects of juvenile justice reform legislation



- The ongoing challenge of providing health care to county jail inmates
- Proposals to create a statewide septic code

The event will begin at 9 a.m. on Dec. 7. MAC also has secured a small room block at the Kellogg Center for members wishing to come down the evening of Dec. 6.

To register and for more details on the presentation topics, [click here](#).

House approves juvenile justice reform bills

A portion of the 20-bill package to make sweeping reforms to the juvenile justice system gained approval in the Michigan House this week. The Michigan Senate acted on the bills last week.



House Bills [4624-43](#) and Senate Bills [418-423](#), [424](#), [425](#), [426](#), [427](#), [428-429](#), [430-431](#) and [432-437](#) are a result of the Michigan Task Force on Juvenile Justice

Reform's [recommendations](#) provided last July. House Bills [4625](#), [4626](#), [4628-4629](#), [4630](#), [4633](#), [4636-4637](#), [4639-4640](#) and [4643](#) were passed on the House floor, alongside Senate Bills 418, 421, 425-426, 428-429, 431-432 and 435-436 that were approved in the Senate last Thursday.

The Task Force on Juvenile Justice Reform was established in 2021 and tasked with assessing Michigan's juvenile justice data and identifying ways to improve the system. It made 32 recommendations that were provided to the Legislature last year. The recommendations would improve community safety, reduce disparities and improve youth outcomes.

[SB 418](#), by Sen. Sylvia Santana (D-Wayne), enhances the County Child Care Fund (CCF) by establishing a minimum framework of juvenile justice best practices statewide, including the use of risk screening and assessment tools. The best practices will be supported by an increase in the reimbursement rate for community-based services from 50 percent to 75 percent, including 17-year-olds. These changes are essential to ensuring counties have the resources to implement and utilize these approaches. The reimbursement rate for residential services will be 50 percent, including the 17-year-old population.

SBs [419-423](#) and HBs [4625-29](#) require the consistent use of validated screening and assessment tools to enable more objective decision-making and allow agencies to better match youth to appropriate supervision and services, reducing their likelihood to recidivate. The bills also expand the Diversion Act so that all offenses, with an exception for youth committing a specified juvenile violation, are eligible for pre-court diversion, based on the use of a risk-screening tool and other factors, and limit the time that a youth can be placed on pre-court diversion, unless the court determines that a longer period is needed. While diversion eligibility would be expanded, judicial discretion remains.

SB [424](#) and HB [4630](#), by Sen. Sue Shink (D-Washtenaw) and Rep. Sarah Lightner (R-Jackson), respectively, would expand the Michigan Indigent Defense Commission to include development, oversight, and compliance with youth defense standards in local county defense systems. MAC

has worked to ensure there would be no increase in the local share for MIDC services, that 40 percent of the total grant amount would be received up front and that partially indigent reimbursements will remain.

If enacted, this legislation would take effect Oct. 1, 2024.

MAC supports this package. The bills now move across to the other chamber for approval and then would go to Gov. Gretchen Whitmer for her expected signature.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.

House committee approves court reporter fee increase

A bill to increase court reporter and recorder fees advanced to the House floor this week.

Amendments made to [House Bill 5046](#) by the Criminal Justice Committee to address concerns about “double dipping” with county-employed court reporters or recorders producing transcripts have shifted MAC from opposition to support of the legislation.



Sponsored by Rep. Nate Shannon (D-Macomb), the bill would increase the amount a court reporter or recorder would receive from \$1.75 to \$3.75 per page on an original transcript, and 90 cents per page for each copy.

The amendments include updates to what the county and court reporters or recorders shall provide in the capture and production of transcripts, and the prioritization of court-funded transcripts and transcripts produced on county time.

With the Legislature expected to leave Lansing in early November, House floor action is expected soon on the bill.

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.

Podcast 83: Energy siting legislation remains hot topic at Capitol

Control over who decides the location and details of solar and wind energy generating facilities remains a contentious issue at the Michigan State Capitol, MAC’s Podcast 83 team reported this week in their [newest episode](#).

Madeline Fata, MAC’s point person on the legislation, was scheduled to testify against bills last week to transfer zoning powers to the Michigan Public Service Commission, but she didn’t get the chance, she told her podcast team members, due to the intense questioning of bill sponsors by committee members.

MAC has long opposed any infringement on local control, and the energy zoning bills certainly qualify in their present form, Fata and Deena Bosworth noted to podcast host Stephan Currie.

Meanwhile, MAC's Samantha Gibson reports, the MAC-supported package to reform the state's juvenile justice system, which includes increased compensation for counties via the Child Care Fund, made advances in the Michigan Senate, with parallel gains in the Michigan House expected soon.



Looming over every issue, though, is the unsettled legislative calendar, with the Democratic majority still expected to adjourn the body in early November in order to bring into force state law on pension tax changes and the presidential primary on schedule in early 2024.

View the full video of the episode, recorded on Oct. 16, [by clicking here](#).

Previous episodes can be seen at [MAC's YouTube Channel](#).

And you always can find details about Podcast 83 [on the MAC website](#).

Senator wants update to County Soldiers Relief Fund

A bill to allow counties to levy a millage to fund increased aid to honorably discharged indigent veterans and others now awaits a hearing in the Michigan Senate.

Senate Bill 576, by Sen. Kevin Daley (R-Tuscola), would update the Sailors and Solders Relief Fund, which currently dates to 1899, to increase allotted aid amounts and allow counties to implement a millage for such aid.

The bill would provide relief to honorably discharged indigent veterans and members of women's auxiliaries, spouses, widows or widowers, and minor children of deceased veterans and members of women's auxiliaries in amounts not to exceed \$300. To do so, a county board of commissioners could annually levy a tax, not exceeding 1/10 of a mill, for the creation of a Soldiers Relief Fund.

In addition to the tax, the chief judge of the probate court for each county would appoint three county residents who are honorably discharged veterans to a Soldiers Relief Commission. The commission would determine how aid may be distributed and provide the board of commissioners with an annual report of their activities.

The bill was referred to the Senate Veterans and Emergency Services Committee. **MAC supports it.**

For more information on this issue, contact Samantha Gibson at gibson@micounties.org.



MAC Premier Partner offers free cybersecurity webinar

With the average global cost of a data breach at nearly \$4.5 million (a 15% increase over three years), protecting your organization is more important than ever.



On Oct. 25, from 11 a.m. to noon Eastern, Rehmann, a [MAC Premier Partner](#), is offering a free webinar to members, “Cybersecurity in the Public Sector: 5 Key Steps for Protecting Your Organization.”

[Click here to register.](#)

Navigating cybersecurity can be incredibly overwhelming and complex but implementing an effective (and proactive) plan can help mitigate risk and minimize losses. Rehmann’s public sector cybersecurity experts are here to get your organization on the right path – seamlessly and efficiently – and help ensure your data remains safe.

Join the webinar to learn five simple, effective and applicable steps your organization can take to create a more secure environment.

Staff picks

- [Wetland banks save cities, townships, and counties money for building roads](#) (Michigan Radio)
- [Renewable energy is reckoning with its perception in rural America](#) (CNET)
- [How governments can help older adults age in place during a housing crisis](#) (American City and County)
- [A \\$1.4 million speeding ticket surprised a Georgia man before officials clarified the situation](#) (AP)





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County Building
P.O. Box 70, Room 131
Cheboygan, Michigan 49721

Tel (231) 627-8855
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CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

RESOLUTION No. 2023-14

OPPOSING ANY LEGISLATION PREEMPTING LOCAL CONTROL FOR SOLAR AND WIND DEVELOPMENTS

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

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

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

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

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

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

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

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

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

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

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

District 1
Jeff Ostman

District 2
Richard B. Sangster
Vice-Chairman

District 3
Michael Newman

District 4
Ron Williams

District 5
Kimberlee Pappas

District 6
John B. Wallace
Chair

District 7
Steve Warfield

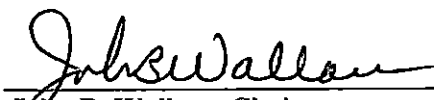
THEREFORE, BE IT RESOLVED that CHEBOYGAN COUNTY opposes the pre-emption of local control in solar and wind siting and zoning.

Motion by Commissioner Richard Sangster, seconded by Commissioner Kimberlee Pappas to approve Resolution 2023-14 as presented. A roll call vote was taken.

AYES: Seven (7) NAYS: Zero (0) ABSENT: Zero (0)

Adopted this 10th day of October, 2023

Dated: October 10, 2023

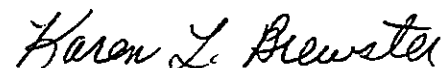


John B. Wallace, Chairman
Cheboygan County Board of Commissioners

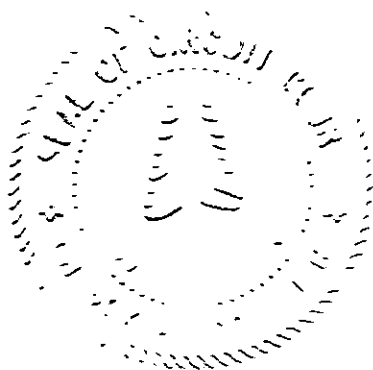
State of Michigan)
) ss.
County of Cheboygan)

I, the undersigned, the Clerk of the County of Cheboygan, Cheboygan County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Cheboygan County Board of commissioners at its regular or reconvened meeting held on October 10, 2023, relative to adoption of the resolution therein set forth; that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

In Testimony Whereof, I have hereunto set my hand, and affixed the seal of said Court and County, at Cheboygan this 10th day of October , 2023.



Karen L. Brewster
Cheboygan County Clerk Register



RESOLUTION

NO: 2023-10-177

LIVINGSTON COUNTY

DATE: October 10, 2023

Resolution Establishing the Livingston County Health Advisory Committee – Board of Commissioners

WHEREAS, the Livingston County Board of Commissioners (BOC) desires a wider array of perspectives with respect to health policy, especially regarding pandemic and epidemic policy.

WHEREAS, additional perspectives will enhance the ability of the Livingston County Department of Public Health (Health Department), Livingston County Board of Health (BOH), and the BOC to design and implement polices that balance public health needs with individual constitutional liberties.

WHEREAS, an advisory committee of local experts focused on scientific literature review and fact-finding would help the BOC, BOH and Health Department by advising on assigned public health policy matters and making recommendations to the BOC, BOH and Health Department as necessary on such matters assigned by the BOC or BOH.

THEREFORE, BE IT RESOLVED the BOC approves the formation of the Livingston County Health Advisory Committee (HC).

BE IT FURTHER RESOLVED that the HC shall be governed by the attached by-laws titled “Livingston County Health Advisory Committee By-Laws, initial release dated 9/25/23, as such bylaws may be amended from time to time in the discretion and authority of the BOC.

BE IT FURTHER RESOLVED that the Director of the Livingston County Health Department and the Livingston County Administrator are directed to assist the HC to perform functions assigned by the BOC or BOH by fulfilling requests for relevant documents that are statutorily allowed.

BE IT FURTHER RESOLVED that the Livingston County Administrator is allowed to spend up to \$10,000 per year to acquire documents as prescribed by the Freedom of Information Act (FOIA). These FOIA requests shall be presented to Livingston County Administrator via a resolution passed by a majority vote of the HC. Such requests shall be limited to supporting the fact-finding mission as described in the HC by-laws.

BE IT FURTHER RESOLVED that the BOC directs the HC to include a review of pandemic/epidemic health policies and a review of informed consent policies as part of their initial focus.

BE IT FURTHER RESOLVED that the County Administrator shall provide the HC with a webpage on the Livingston County website for the posting of meeting minutes and reports approved by the HC.

BE IT FINALLY RESOLVED that the County Clerk shall send all 83 Michigan County Boards of Commissioners a copy of this resolution and a copy of HC by-laws.

#

MOVED: D. Helzerman

SECONDED: F. Sample

CARRIED: Roll Call Vote: Yes (6): D. Helzerman, F. Sample, W. Nakagiri, J. Drick, R. Deaton, and N. Fiani; No (3): D. Domas, M. Smith, and J. Gross; Absent (0): None

STATE OF MICHIGAN)
) §
COUNTY OF LIVINGSTON)

I, **ELIZABETH HUNDLEY**, the duly qualified and acting Clerk of Livingston County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 10th day of October 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 12th day of October 2023, A.D.



Elizabeth Hundley

ELIZABETH HUNDLEY, LIVINGSTON COUNTY CLERK

**LIVINGSTON COUNTY HEALTH ADVISORY COMMITTEE
BY-LAWS**

**ARTICLE I
NAME**

The name of this body is the Livingston County Health Advisory Committee.

**ARTICLE II
AUTHORITY**

The Livingston County Health Advisory Committee was established by the Livingston County Board of Commissioners on the 10th day of October, 2023 in Resolution 2023-10-177.

The Health Advisory Committee (HC) was created under the discretion of the Board of Commissioners (BOC) for specific and limited purposes set forth in the Resolution and these By-Laws. The HC is strictly a fact-finding and advisory committee. The HC shall operate under the County's operating and fiscal policies.

**ARTICLE III
POWERS AND DUTIES: ANNUAL REPORT**

1. The HC is a fact-finding and advisory committee which may occasionally render advice to the BOC and the Livingston County Board of Health (BOH), around health policy. As such, the HC may only make recommendations to the BOC and/or BOH concerning the exercise of government authority.
2. The HC serves the BOC and BOH in the evaluation of health policy options on those BOC or BOH assigned public health policy matters.
3. The HC shall balance public health needs with individual constitutional liberties. Thus, the HC shall provide the BOC and BOH with balanced recommendations based on review of scientific literature that shall include one or more of the following: conventional medicine, alternative medicine, herbal medicine, and nutritional medicine.
4. HC's review of scientific literature shall not be limited to government research or government funded research.
5. The HC is not legally authorized to render a "final decision" on health policy but, rather, is tasked with making recommendations to the BOC and/or BOH as necessary on matters assigned to the HC by the BOC or BOH.
6. The HC shall provide an annual report to BOC outlining the activities, findings, recommendations, and accomplishments of the HC, and additional reports as may be requested by the BOC.

ARTICLE IV
COMMITTEE ORGANIZATION

Section 1. Committee Membership: HC shall be under the general control of the Livingston County BOC and shall consist of five (5) or seven (7) voting members. The BOC shall appoint all members (voting and non-voting). Each member shall be a citizen of Livingston County and have education/experience in at least one of the following areas: conventional medicine, alternative medicine, herbal medicine, nutritional medicine, internal medicine, general practice, OBGYN, geriatrics, pediatrics, nursing, infectious disease, cancer, palliative care, public health field, and health care law. The BOC may appoint up to two Commissioners to serve as non-voting members. The Director of the Livingston County Health Department may recommend a representative of the Health Department to the BOC for appointment as a non-voting representative, provided that the nominee meets the above qualifications.

Section 2. Term of Members: The term of office of an HC member shall be 2 years from the date of appointment. A member may be reappointed. All members upon appointment shall take an oath to uphold the constitutions of the United States of America and the State of Michigan. The oath shall be the same oath as required for Commissioners elected to the BOC. (Constitution of Michigan, 1963, Article XI, Section 1, MCL 15.151, Section 1).

Section 3. Vacancies in Office: When a vacancy occurs on the HC, either by death, resignation, or removal, the vacancy shall be filled by an appointment by the BOC. This appointment shall be for the remainder of the unexpired term.

Section 4. Neglect of Duties: HC members shall attend meetings and functions of the HC. Members shall be required to attend a minimum of 75% of the regular meetings per year. In cases where such does not occur, the HC shall request a member's resignation and/or request the BOC to remove the HC member.

Section 5. Officers: The HC shall elect a Chairperson, a Vice Chairperson, and a Secretary at the first meeting following the appointment of members by the BOC, for a term of one year. Thereafter, officers shall be elected by the HC at their first meeting in subsequent years.

Section 6. General Conduct: HC shall function as a unit; therefore, individual members shall not speak for the HC unless authorized by the HC to do so. The HC shall not speak for the BOC or BOH, nor shall any member use his or her appointment to lobby legislators as a representative of the BOC, BOH, or the HC.

Section 7. Powers and Duties: The HC shall have such other powers and duties as shall from time to time be provided by law or be assigned by the Livingston County BOC.

ARTICLE V OFFICERS AND STAFF

Section 1. Chairperson: The Chairperson's duties and powers shall include the following:

- A. He/she shall preside over all meetings of the HC.
- B. He/she shall be the ceremonial representative of the HC and shall perform such other duties as specified by law or the Livingston County BOC.

Section 2. Vice Chairperson: The Vice Chairperson shall preside in the absence of the Chairperson and shall perform such other duties as may from time to time be assigned.

Section 3. Secretary: The Secretary shall be the Secretary of the HC and shall perform such duties as may from time to time be assigned. The Secretary shall:

- A. Record the minutes for all proceedings of the HC.
- B. Make regular entries of all resolutions and decisions upon all questions.
- C. Record the vote of each member on any questions submitted to the HC if requested by any member present.
- D. Prepare copies of the minutes of proceedings of the HC for distribution to members of the HC pursuant to Article VI Section 6.
- E. Distribute copies of all minutes, resolutions, and formal reports of the HC to the BOC, the Livingston County Administrator, and the Livingston County Health Department Director.
- F. Perform such other and further duties as the HC may require.

ARTICLE VI MEETINGS

Section 1. All meetings of the HC shall be held in accessible public facilities and shall be conducted according to the Open Meetings Act. (Act 267 of the Public Act of 1976, MCL 15.261 et seq., as amended)

Section 2. Regular Meetings: Except as otherwise required by law, or provided by the HC, regular meetings of the Board shall be as follows:

- A. The HC shall meet at least bi-monthly on a schedule determined by the HC at its first meeting of the year. Additional meetings of the Board may be convened by the Chairperson, or as requested by any two members of the HC, or by the BOC.

B. All meetings of the HC shall be held at the County Administration Building.

Section 3. Special Meetings: The Chairperson or any two (2) members of the Committee upon written notice being served to each member or left at his/her place or residence or via email at least eighteen (18) hours prior to such meeting may call a special meeting. Members may waive notice of any special meeting either before or after the holding thereof.

Section 4. Adjourned Meetings: Any legal meeting of the HC may be adjourned from time to time as the Board may deem necessary.

Section 5. Quorum: A majority of the members shall constitute a quorum for the transaction of the business of the HC.

Section 6. Voting: Except as otherwise provided by statute or parliamentary rules, all questions shall be determined by the votes of a majority of the members present.

Section 7. Distribution of Minutes: Proposed minutes shall be available for public inspection not more than eight (8) business days after each meeting. A copy of the proposed minutes shall be distributed to each member not less than six (6) days prior to the next regularly scheduled meeting.

Approved minutes shall be available for public inspection not later than five (5) business days after the meeting in which the HC approves the minutes. Corrections to the minutes shall be made not later than the next meeting after the meeting to which the minutes refer. Correction minutes shall be available no later than the next subsequent meeting after corrections. The corrected minutes shall show both the original entry and the correction.

ARTICLE VII OTHER PROVISIONS

Section 1. HC members are subject to statutory provisions governing Conflicts of Interest, Act 317 of the Public Acts of 1968, MCL 15.321 et seq., as amended.

Section 2. HC members may be subject to other statutory provisions governing public officers and employees in Chapter 15 of the Michigan Compiled Laws, as amended.

Section 3. The HC shall comply with the Michigan Freedom of Information Act (Act 442 of the Public Acts of 1976, MCL 15.231 et seq., as amended).

Section 4. Public participation: Any member of the public may address the HC during the "call to the public." Individuals addressing the HC shall provide their name and address and shall ordinarily limit their comments to 3 minutes unless the time is otherwise extended by the Chairperson or by a majority vote of the HC. Although members of the public may give oral testimony, they shall be encouraged to provide written testimony to assist the HC in its fact-finding function.

Section 5. Rules of Order: Robert's Rules of order, newly revised, shall govern the HC in all the deliberations except as modified by these bylaws. The Rules of Order of business may be suspended at any meeting by a two-thirds (2/3) vote of those present.

ARTICLE VIII **AMENDMENTS**

The BOC shall have the right to amend, alter, change, add to, or repeal these bylaws at any time, by the affirmative vote of a majority of the members of the entire BOC at any regular or special meeting and with or without action by the HC.

ARTICLE IX **DISSOLUTION**

The HC shall automatically dissolve four (4) years after the date of its creation unless renewed for another term of four (4) years by adoption of a new resolution of the BOC.

The Livingston County Board of Commissioners approved these bylaws at a regular meeting held October, 10, 2023.

LENAWEE COUNTY BOARD OF COMMISSIONERS
301 N. Main St. Courthouse ~ Adrian, MI 49221

CHAIR
James Van Doren

(517) 264-4508
www.lenawee.mi.us

Dawn Bales
Karol "KZ" Bolton
Terry Collins
Nancy Jenkins-Arno
Kevon Martis
David Stimpson
Ralph Tillotson

VICE-CHAIR
Dustin Krasny



RES#2023-16

Support of Local Control of Land Used

A Resolution expressing Support to Maintain Local Control Over Local Land Uses Including, But Not Limited to Short-term Rentals, Industrial Solar Installations, Industrial Wind Turbine Installations, Carbon Dioxide Capture and Sequestration, and Sand and Gravel Mining

WHEREAS, local units of government are best able to determine which uses should and should not be in their local communities and what plans are best and reasonable for each neighborhood rather than having these decisions forced onto townships by the state government; and

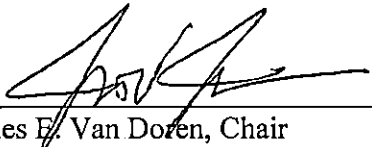
WHEREAS, the legislature of the State of Michigan may propose and attempt to pass into law bills that strip away local community control over local land uses including, but not limited to: short-term rentals, industrial solar installations, industrial wind turbine installations, carbon dioxide capture and sequestration, and sand and gravel mining; and

NOW, THEREFORE, the Lenawee County Board of Commissioners resolves as follows:

- Section 1.** The Lenawee County Board of Commissioners is opposed to the legislature of the State of Michigan proposing and passing bills that take away or otherwise limit local control over local land uses, including, but not limited to: short-term rentals, industrial solar installations, industrial wind turbine installations, carbon dioxide capture and sequestration, and sand and gravel mining.
- Section 2.** The Lenawee County Board of Commissioners supports local control of construction, operation, maintenance, repair, replacement, and decommissioning of industrial wind facilities, industrial solar facilities, sand and gravel mines, carbon dioxide capture and sequestration, and similar uses in our community.
- Section 3.** The Lenawee County Board of Commissioners supports the longstanding right of local community self-determination as provided by the laws and constitution of the State of Michigan.
- Section 4.** As members of the Lenawee County Board of Commissioners, we resolve to maintain the duties and responsibilities bestowed upon us as elected representatives by our constituents to execute their will to the best of our abilities in these matters.

BE IT FURTHER RESOLVED that a copy of this resolution be provided to the County's elected representatives in the Michigan Legislature and the United States Congress; to the Governor of Michigan and all 83 counties, along with the Michigan House and Senate Energy Committee Chairpersons; and to Michigan Association of Counties.

PASSED BY ROLL CALL VOTE of the Lenawee County Board of Commissioners at a regular meeting held Wednesday, October 11, 2023, in Adrian, Michigan.


James E. Van Doren, Chair


Roxann Holloway, County Clerk

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 22nd day of August, 2023 at 6:30 PM local time.

PRESENT: Commissioners: Roger Belknap, Rebekah Curran, Allison Miedema, Kyle Terpstra, Gretchen Cosby, Douglas Zylstra, Roger Bergman, Jacob Bonnema, Sylvia Rhodea, Lucy Ebel, Joe Moss.

ABSENT: Commissioners: None.

It was moved by Commissioner Allison Miedema and supported by Commissioner Rebekah Curran that the following Resolution be adopted:

WHEREAS, the Ottawa County Board of Commissioners ("Board") swore an oath to uphold the Constitutions of the United States and the State of Michigan, which protect the natural, God-given rights to life, liberty, and the pursuit of happiness. These Constitutions not only guarantee these freedoms, they also protect and guard against government infringing on these rights; and

WHEREAS, the Due Process Clause of the Fourteenth Amendment protects the rights of parents to make decisions concerning the care of their children and the right to make medical decisions on behalf of their children; and

WHEREAS, Michigan Revised School Code, MCL 380.10, affirms, "It is the natural, fundamental right of parents and legal guardians to determine and direct the care, teaching, and education of their children;" and

WHEREAS, constitutional freedoms are not suspended in times of crisis or everyday life, at the whim of elected officials, unelected health officials, or for the benefit of government bureaucracy or private institutions; and

WHEREAS, Michigan law provides exemptions to childhood vaccine requirements for school and licensed childcare programs for medical, religious, or other reasons, as follows:

MCL 333.9215 Exemptions.

(1) A child is exempt from the requirements of this part as to a specific immunization for any period of time as to which a physician certifies that a specific immunization is or may be detrimental to the child's health or is not appropriate.

(2) A child is exempt from this part if a parent, guardian, or person in loco parentis of the child presents a written statement to the administrator of the child's school or operator of the group program to the effect that the requirements of this part cannot be met because of religious convictions or other objection to immunization; and

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) enacted Administrative Rule 325.176 (12) on January 1, 2015, requiring parents or guardians who want a religious or philosophical exemption from one or more vaccines for their child(ren), to attend a vaccine education session at their local health department and obtain a state-issued certified waiver; and

WHEREAS, the Ottawa County Department of Public Health provides waiver appointments as established by MDHHS Administrative Rule; and

WHEREAS, the Board respects the right of parents to choose to vaccinate or to exempt their child from one or more vaccines, and acknowledges differing conclusions and practices exist within the medical community regarding the risk-benefit assessment of vaccines and communicable diseases; and

WHEREAS, the Board acknowledges individual genetic risks and contraindications exist regarding vaccines and medical interventions, and respects the right of parents and individuals to make personal medical decisions free of pressure and coercion; and

WHEREAS, the Board values the ethical standard of fully informed consent regarding both the risks and benefits of vaccines, to include full disclosure of ingredients, as well as the adverse effects of vaccines as reported to VAERS, the Vaccine Adverse Event Reporting System, established as the national safety surveillance program; and

WHEREAS, the Board respects the religious, moral, and ethical considerations of vaccines developed or manufactured using fetal cells from aborted infants, such as vaccines for chickenpox, rubella, hepatitis A, measles, mumps, rubella, and certain Covid-19 vaccines.

NOW THEREFORE BE IT RESOLVED, the Ottawa County Board of Commissioners respects the individual freedoms and parental rights of the people of Ottawa County to make choices regarding childhood vaccines; and

BE IT FURTHER RESOLVED, the Board recommends that Ottawa County promotion of vaccines for school and licensed childcare programs include full and accurate information regarding available exemptions and waivers from vaccine requirements; and

BE IT FURTHER RESOLVED, the Board recommends that vaccine waiver sessions include information on both the risks and the benefits of vaccines, a copy of vaccine package inserts, vaccine ingredients, and a link to VAERS data; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be sent to Senators Mark Huizenga, Roger Victory, and Rick Outman, Representatives Nancy DeBoer, Luke Meerman, Brad Slagh, Rachelle Smit, and Greg VanWoerkom, and the Clerk of each county in the State of Michigan.

YEAS: Commissioners: Roger Belknap, Rebekah Curran, Allison Miedema, Kyle Terpstra, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Lucy Ebel, Joe Moss.

NAYS: Commissioners: Douglas Zylstra and Roger Bergman.

ABSTENTIONS: Commissioners: None.

RESOLUTION ADOPTED:



Joe Moss, Chairperson, Ottawa County Board of Commissioners



Justin Roebuck, Ottawa County Clerk/Register

**ISABELLA COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2023-08**

SUPPORT FOR LOCAL CONTROL OF SOLAR AND WIND POWER PROJECT ADVANCEMENT

WHEREAS, Executive Directive 2020-10 aims to achieve one hundred percent (100%) carbon neutrality in the State of Michigan by 2050; and

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

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

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

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

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

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

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

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

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

WHEREAS, the Michigan Association of Counties (MAC) opposes any legislative action that may grant the Michigan Public Service Commission this power; and

WHEREAS, Isabella County joins MAC in opposing any legislative action that may grant the Michigan Public Service Commission this power; now

THEREFORE, BE IT RESOLVED that ISABELLA COUNTY opposes the preemption of local control in solar and wind siting and zoning; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to both Isabella County's elected representatives in the Michigan State Legislature and the United States Congress, to the Governor of Michigan, the Michigan Association of Counties, all counties of Michigan, and to the Michigan House and Senate Energy Committee Chairperson.

Respectfully, submitted,

THE ISABELLA COUNTY BOARD OF COMMISSIONERS

AYES: Hutchinson, Hope, Swaney, Embrey, Jalszynski, Moreno,

NAYS: Engler None

ABSENT: None

MOTION APPROVED.

Tobin D. Hope
Tobin D. Hope, Chairperson
Isabella County Board of Commissioners

October 17, 2023
Date

STATE OF MICHIGAN (COUNTY OF ISABELLA)

I HEREBY CERTIFY that the foregoing is a Resolution duly made and passed by the Isabella County Board of Commissioners at their Regular Meeting held on October 17, 2023, at 7:00 P.M. in Mount Pleasant, Michigan, with a quorum present.

Mindé B. Lux
Mindé B. Lux
Clerk of the Isabella County Board of Commissioners

October 17th, 2023
Date