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April 26, 2006

**Attorney General for the State of Michigan, Michael A. Cox
Wayne County Prosecutor, Kym L. Worthy**

**Re: MEMORANDUM OF UNDERSTANDING BETWEEN THE WAYNE COUNTY
PROSECUTOR'S OFFICE AND THE OFFICE OF THE ATTORNEY GENERAL FOR THE
STATE OF MICHIGAN TO ESTABLISH A SOUTHWEST DETROIT CRIME REDUCTION
INITIATIVE, KNOWN AS "PROJECT JOSHUA."**

This Memorandum of Understanding is between the Department of the Attorney General for the State of Michigan ("Attorney General's Office"), and the Wayne County Prosecuting Attorney's Office ("Prosecutor's Office"). The agreement sets forth terms between the Attorney General's Office and Prosecutor's Office to jointly enforce State Criminal Law violations in the City of Detroit and to formally create a Southwest Detroit Crime Reduction initiative, known as "Project Joshua."

WHEREAS, both the Wayne County Prosecutor's Office and Department of the Attorney General seek to use all available resources to immediately reduce criminal activity in Southwest Detroit, focused particularly on gang-related violent crime involving the use of firearms; and

WHEREAS, the Wayne County Prosecutor's Office and Department of the Attorney General agree to Establish a Southwest Detroit Crime Reduction initiative, known as "Project Joshua," for the public health, safety, and welfare of City of Detroit and Wayne County residents; and

WHEREAS, the Intent of this agreement is for the benefit of all Federal, State, County and City Law enforcement Agencies, including the Detroit Police Department, and is created to improve our mutual working relationship with those Agencies; and

WHEREAS, the Result of this agreement is for the benefit of State, County, and City residents and shall not effect existing contractual rights of either party, including rights of indemnification, and neither Department/Office assumes any additional liability, except as otherwise described in this Memorandum.

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THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is agreed as follows:

1. The Southwest Detroit Crime Reduction initiative known as Project Joshua shall be comprised of ___ Assistant Attorney Generals and Two Assistant Wayne County Prosecutors who will work in collaboration and cooperation under the Canons of Ethics for Prosecutors and pursuant to all applicable Laws regarding Due Process and Criminal Law and Procedure.
2. Project Joshua shall have its Area of Operations limited to the boundaries associated with the City of Detroit Police Department's Southwest District, and that at no time shall members of the Project conduct operations outside of said District unless mutually agreed to by the parties.
3. Project Joshua shall have its Area of Criminal Focus limited to all "Gang-related" violence involving non-fatal shootings occurring within the City of Detroit Police Department's Southwest District. Project Joshua shall not have authorization to investigate and/or prosecute those crimes resulting in a Homicide in any form, Juvenile Delinquency Proceedings, Domestic Violence matters, Child Abuse and/or Child Witness cases, any criminal activity not motivated by gang affiliation or those cases which are appropriate for referral to Federal Authorities for prosecution in the best interest of justice.
4. That all case investigations and/or prosecutions that do not conform to the Area of Operations or the Area of Criminal Focus of Project Joshua shall be the sole prosecutorial responsibility of the Wayne County Prosecutor's Office including, but not limited to those crimes resulting in a Homicide in any form, Juvenile Delinquency Proceedings, Domestic Violence matters, Child Abuse and/or Child Witness cases, or any criminal activity not motivated by gang affiliation.
5. Project Joshua shall have within its internal discretion authority to determine individual assignment of investigations and prosecutions. Upon determination of case assignment, each prosecuting agency shall be responsible for adherence to all appropriate policies and procedures in effect for their individual office including, but not limited to, charging criteria and plea-bargaining.
6. In the event a conflict arises in determining individual assignment of investigations or prosecutions, or any other Project Joshua disagreement, the conflict shall be referred for resolution to a designee of the Attorney General and of the Prosecuting Attorney. In the event the conflict cannot be resolved to the mutual satisfaction of the parties, the Attorney General and the Wayne County Prosecutor will resolve the conflict.
7. Each party shall be entirely responsible for all fees and costs associated with their own investigation and prosecution, including, but not limited to, Court fees, court reporter fees, Discovery costs, witness protection fees, Extradition fees, Translator fees and copying fees, medical record copy fees and indigent medical fees. However, the parties agree to the sharing of office resources wherever reasonably appropriate.

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- 8. All members of Project Joshua shall maintain mutual access to all Project Joshua data and other work product, including Investigative Subpoena work product, in order to ensure a complete sharing of criminal intelligence and administrative data, including, but not limited to, Suspect/Defendant data, case assignments, case resolutions, sentence data and conviction rates, unless otherwise agreed to by the parties.
- 9. The Attorney General's Office and Prosecutor's Office both acknowledge that they have sufficient resources and staff to carry out the functions outlined in this agreement.
- 10. This agreement shall expire at the conclusion of One Year from the Date of Execution below and may be renewed by mutual agreement of the parties.

Respectfully Agreed To,

Signature

Signature

Title: Attorney General

Title: Wayne County Prosecutor

For the Attorney General Office,
State of Michigan

For Wayne County Prosecutor's Office

Date

Date