



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Wednesday, December 27, 2023, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF DECEMBER 14, 2023 REGULAR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Approval of the Claims (*Clerk's Office*)
 - 2. Year to Date Revenue and Expense Report 3
 - 3. VC3 IT Contract 3 -Year..... 6
 - 4. MI-Works Lease Agreement Extension..... 20
 - 5. Animal Shelter Two Seven Oh Inc. Grant Agreement 21
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
 REGULAR MEETING MINUTES
 December 14, 2023

The regular meeting was called to order by Chair Michael Musta at 04:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Gary Taylor, Brian Potter and Julie Theobald
 Members Absent: None
 Also Present: Duane Alworden, Central Dispatch Director; Jami Bigger, Deputy County Administrator/HR Director; Megan Kujawa, Senior Executive Administrative Assistant; Kristi Nottingham, Treasurer; and Joe Porterfield, County Administrator/Equalization Director

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: G.6. LOU Community Corrections On-Call Pay Rate

APPROVAL OF THE AGENDA

A motion was made by Comm. Taylor and supported by Comm. Potter to approve the Agenda, as amended. A vote was called, all in favor. Motion passed, 4-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Theobald and supported by Comm. Taylor to approve the November 22, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$522,911.50. A vote was called, all in favor. Motion passed, 4-0.

G.2. MMRMA Insurance Renewal

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve the renewal of the MMRMA property and liability insurance for 2024. A vote was called, all in favor. Motion passed, 4-0.

G.3. Central Dispatch Cisco Switch Purchase

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the purchase of a Cisco Switch and Power Supply from CDW-G in the amount of \$8,127.89, and to waive the three quote requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales. A vote was called, all in favor. Motion passed, 4-0.

G.4. Central Dispatch Equature Renewal

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the Equature Maintenance Agreement in the amount of \$5,452.70. A vote was called, all in favor. Motion passed, 4-0.

G.5. Primary Transformer Replacement - Fairgrounds

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve the proposal from Windemuller for Transformer Replacement at the Fairgrounds and to waive the sealed bid for contractual services requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales. A vote was called, all in favor. Motion passed, 4-0.

G.6. LOU Community Corrections On-Call Pay

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve the presented letter of understanding concerning Community Corrections On-Call Pay.

Comm. Potter verified that this was the letter of understanding that was asked to be drafted. Mr. Porterfield stated that it was and that this would take effect at the first of the year.

A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield thanked Ms. Bigger for all her help.

PUBLIC COMMENTS

None

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Theobald and supported by Comm. Taylor to adjourn the meeting at 4:07 p.m. A vote was called, all in favor. Motion passed, 4-0.

Michael Musta, Chair

Megan Kujawa, Recording Secretary

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
PERIOD ENDING 11/30/2023
% Fiscal Year Completed: 91.51

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	YTD BALANCE NOVEMBER 2023 NORM(ABNORM)	ACTIVITY FOR NOVEMBER 2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM(ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101	COMMISSIONERS	118,769.00	107,517.28	10,024.50	11,251.72	90.53
131	CIRCUIT COURT	359,679.00	300,982.18	21,548.46	58,696.82	83.68
136	DISTRICT COURT	682,559.00	604,432.71	52,251.85	78,126.29	88.55
141	FRIEND OF THE COURT	1,061,553.00	890,664.97	68,532.19	170,888.03	83.90
147	JURY COMMISSION	5,300.00	3,304.41	103.94	1,995.59	62.35
148	PROBATE COURT	691,948.00	583,961.25	50,218.82	107,986.75	84.39
149	PROBATE COURT	0.00	270.00	0.00	(270.00)	100.00
151	PROBATION AND PAROLE	2,700.00	1,692.34	765.76	1,007.66	62.68
166	CIRCUIT COURT FAMILY COUNS.	65,055.00	55,709.55	5,743.78	9,345.45	85.63
168	PUBLIC DEFENDER	271,380.00	232,138.88	20,813.70	39,241.12	85.54
172	COUNTY ADMINISTRATION	137,351.00	111,422.00	9,828.19	25,929.00	81.12
191	ELECTIONS	29,550.00	13,987.03	9,232.54	15,562.97	47.33
215	COUNTY CLERK	380,095.00	298,851.22	23,319.23	81,243.78	78.63
225	EQUALIZATION	560,794.00	471,981.99	50,263.81	88,812.01	84.16
229	PROSECUTING ATTORNEY	774,779.00	569,326.93	56,689.80	205,452.07	73.48
230	PROS ATTNY CO-OP REIMB	73,544.00	61,125.99	4,764.16	12,418.01	83.11
236	REGISTER OF DEEDS	336,178.00	273,672.25	24,189.21	62,505.75	81.41
245	STATE SURVEY & REMONUMENTATION	49,898.00	17,500.00	4,236.50	32,398.00	35.07
253	COUNTY TREASURER	430,002.00	353,000.44	30,516.98	77,001.56	82.09
265	BUILDING AND GROUNDS	491,380.00	349,966.07	25,890.06	141,413.93	71.22
266	HUMAN SERVICES BLDG	130,000.00	102,726.29	8,053.84	27,273.71	79.02
267	HUMAN RESOURCES DEPARTMENT	87,344.00	78,784.38	6,379.26	8,559.62	90.20
268	DISTRICT HEALTH DEPARTMENT	88,200.00	77,172.92	6,397.35	11,027.08	87.50
270	JAIL - BLDG/GRDS	239,500.00	204,876.66	17,708.51	34,623.34	85.54

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 11/30/2023

% Fiscal Year Completed: 91.51

GL NUMBER	DESCRIPTION	2023 AMENDED BUDGET	YTD BALANCE NOVEMBER 2023 NORM(ABNORM)	ACTIVITY FOR NOVEMBER 2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM(ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
290	GEN SERVICES ADMINISTRATION	817,800.00	749,794.57	66,208.05	68,005.43	91.68
301	SHERIFF	2,905,753.50	2,361,201.67	272,037.82	544,551.83	81.26
315	SECONDARY ROAD PATROL	129,353.00	69,995.20	11,844.86	59,357.80	54.11
331	MARINE	33,360.00	9,640.62	0.00	23,719.38	28.90
333	FEDERAL FOREST	4,000.00	5,271.92	0.00	(1,271.92)	131.80
334	SNOWMOBILE	35,703.00	10,695.77	0.00	25,007.23	29.96
335	ORV GRANT	31,271.00	15,794.60	5,283.21	15,476.40	50.51
351	JAIL	3,235,889.50	2,503,778.58	207,122.13	732,110.92	77.38
362	STATE GRANT PA 511	120,000.00	107,721.88	9,642.90	12,278.12	89.77
363	ENHANCEMENT	154,318.00	124,086.77	12,716.33	30,231.23	80.41
426	EMERGENCY MANAGEMENT	96,990.00	69,585.64	6,580.14	27,404.36	71.75
526	SANITARY LANDFILL	66,600.00	51,746.63	4,683.06	14,853.37	77.70
605	CONTAGIOUS DISEASES	500.00	148.87	0.00	351.13	29.77
648	MEDICAL EXAMINER	99,900.00	80,750.61	2,163.39	19,149.39	80.83
681	VETERANS BURIAL	10,000.00	9,300.00	300.00	700.00	93.00
861	FRINGE BENEFITS	0.00	(2,067.63)	(9,407.57)	2,067.63	100.00
965	TRANSFERS	1,101,090.00	793,383.32	17,048.67	307,706.68	72.05
966	APPROPRIATIONS	603,000.00	491,919.80	4,877.68	111,080.20	81.58
TOTAL EXPENDITURES		17,142,005.00	14,109,628.82	1,126,255.59	3,032,376.18	82.31
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		17,142,005.00	15,323,845.69	392,353.84	1,818,159.31	89.39
TOTAL EXPENDITURES		17,142,005.00	14,109,628.82	1,126,255.59	3,032,376.18	82.31

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
PERIOD ENDING 11/30/2023
% Fiscal Year Completed: 91.51

GL NUMBER DESCRIPTION	2023 AMENDED BUDGET	YTD NOVEMBER 2023 NORM(ABNORM)	ACTIVITY FOR	AVAILABLE BALANCE NORM(ABNORM)	% BDGT USED
			NOVEMBER 2023 INCREASE(DECREASE)		
Fund 225 - ANIMAL CONTROL					
TOTAL REVENUES	335,333.00	247,704.38	884.15	87,628.62	73.87
TOTAL EXPENDITURES	335,333.00	285,736.53	11,020.45	49,596.47	85.21
Fund 243 - COURT SECURITY FUND:					
TOTAL REVENUES	137,222.00	112,646.27	10,307.02	24,575.73	82.09
TOTAL EXPENDITURES	137,222.00	107,361.30	9,871.88	29,860.70	78.24
Fund 249 - BUILDING INSPECTIONS DEPT.:					
TOTAL REVENUES	267,000.00	286,985.47	25,574.08	(19,985.47)	107.49
TOTAL EXPENDITURES	197,340.00	167,152.35	17,670.93	30,187.65	84.70
Fund 259 - INDIGENT DEFENSE FUND:					
TOTAL REVENUES	1,267,215.00	1,157,583.80	399,235.48	109,631.20	91.35
TOTAL EXPENDITURES	1,267,215.00	1,040,794.53	111,170.62	226,420.47	82.13
Fund 261 - 911-WIRELESS:					
TOTAL REVENUES	1,400,000.00	769,918.22	11,274.10	630,081.78	54.99
TOTAL EXPENDITURES	1,131,705.00	983,034.11	71,801.01	148,670.89	86.86
Fund 292 - CHILD CARE FUND:					
TOTAL REVENUES	523,000.00	174,406.09	9,021.11	348,593.91	33.35
TOTAL EXPENDITURES	523,000.00	378,273.85	25,666.10	144,726.15	72.33
TOTAL REVENUES - ALL FUNDS	3,929,770.00	2,749,244.23	456,295.94	1,180,525.77	69.96
TOTAL EXPENDITURES - ALL FUNDS	3,591,815.00	2,962,352.67	247,200.99	629,462.33	82.48

Wexford County, MI

VC3 Manage - On Premises

Contract and Service Plan



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Order Governed by the Master Agreement

This Order is subject to and governed by Company’s Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company’s entering into this Order is conditioned on Client’s agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Summary of Scope of Services & Fees

Company will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 36 Months, with options to extend for another 24 months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will audit the Client’s usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, Company will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)



Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
On Premises Server Support <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance & Patching - Servers Strategic IT Planning Endpoint Detection & Response + 24x7x365 SOC IT Asset Lifecycle Management</i>	8.00	\$53.82	\$430.56	\$0.00	\$0.00
On Premises Workstation Support <i>24x7x365 Support - Proactive Monitoring, Maintenance & Patching Strategic IT Planning Endpoint Detection & Response + 24x7x365 SOC IT Asset Lifecycle Management</i>	94.00	\$53.82	\$5059.08	\$0.00	\$0.00
Data Recovery - Server Backup <i>VC3 Managed Backups per Server</i>	8.00	\$0.00	\$0.00	\$0.00	\$0.00
Cyber Aware Complete <i>Cyber Security Awareness Training & Phish testing - MS Office 365 Integration Monthly Phishing Test Pre-Assessments Prebuilt Training Library Core Reporting & Features Baseline Test "Phish Alert" Outlook Addin Post-Testing Training Automated Notifications Role-Based Targeted Testing Gamification Industry Benchmarking Non-Email Based Testing Online Courses Automated User Enrollment Virtual Risk Officer (VRO)</i>	94.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Services Monthly:			\$5,489.64		

Notes:

- Prices shown above are valid for 90 days from date of Order.
- Legacy MI Based Pricing
- Unlimited onsite and remote support for the entire County.
- Full patch management and system monitoring, 24x7x365 EDR support monitored by SOC, including end user awareness training.



- Full onsite and off-site monitored Backup and Recovery of all Servers included.
- Strategic Alignment and Strategic Advisor included. Budgetary assistance and planning with a Strategic Timeline and regular meetings with your Advisor.
- Implementing CIS (Center for Internet Security) Standards across all Servers, Workstations and Laptops.
- Pricing in Work Order reflects 2024 initial staggered pricing... see below for 3-year staggered breakdown...
- 2024: + \$11,880 = \$65,880 (or Monthly fee of \$5489.64)
- 2025: + \$14,493 = \$80,373 (or Monthly fee of \$6697.75)
- 2026: + \$17,547 = \$97,920 (or Monthly fee of \$8160)
- 4% or CPI Index cost of living thereafter.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$5489.64	\$0.00

* One-Time fees may include implementation if required.

Deliverables & Services

VC3 Manage - On Premises

Company will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

Company will provide the following functions and services as part of this Order:

A. Discovery & Deployment

1. Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:
 - i. Deployment of the Company monitoring and management platform.
 - ii. Deployment of the Company endpoint protection and spam filtering.
 - iii. Full documentation and inventory of your network
 - iv. Best-practice configuration of the network for monitoring and management
 - v. Orientation and training for your staff
 - vi. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools.
 1. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
2. Implement performance monitoring of client's network prior to and during implementation.

B. 24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

C. **Application Support**

1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
2. Microsoft Applications
 - i. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
 - ii. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

D. **Strategic IT Planning**

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential



risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

E. Endpoint Detection and Response

1. Deployment of Company Endpoint Detection and Response (EDR) agents to all applicable included devices.
2. Monitoring of EDR agents by 24x7x365 Partner Security Operations Center (SOC).
3. Provide 24x7 Incident response services for all security events and incidents generated by the EDR tool for applicable devices. All events and incidents will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

F. IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

G. Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Procured items by Company will be subject to one time set up fees if applicable per installation. Any items not procured by Company but requiring Company labor to install will also incur one time set up fees per installation.

EXCLUSIONS

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

- A. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to

the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.

- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- D. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
- E. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
- F. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
- G. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

CLIENT RESPONSIBILITIES

- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
- C. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
- D. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- E. Client must assign Company as their Microsoft Partner of record.
- F. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.



- G. Third party tool licensing may be required for additional cost.
- H. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

ASSUMPTIONS

- A. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
- B. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
- G. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.



Invoicing

Company will invoice Client per Table C. Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

After the 3 year stagger, unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to Company no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$0.00
Monthly Fees (1 st Year)	Invoicing to begin when recurring services begin.	\$5,489.64
Monthly Fees (2 nd Year)	Invoiced at annual renewal.	\$6,697.75
Monthly Fees (3 rd Year)	Invoiced at Annual renewal. *4% or CPI Index cost of living thereafter	\$8,160.00

**Refer to Table B for implementation fee and monthly fee amounts.*

VC3, Inc

Wexford County, MI

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

(See tables on next page)



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	60 Min	95%
2	2 business hours	95%
3	4 business hours	95%
4	8 business hours	95%
5	N/A	95%

Addendum B – Maintenance Windows

All work performed within Company’s Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company’s Hosting or Client Infrastructure by Company engineers or staff is defined as “Scheduled Maintenance”. During Scheduled Maintenance, some or all of Company’s Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the Company Service Desk ten business days in advance.
 - a. **Notification:** If Company decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company’s Hosting or Client Infrastructure within the control of Company is defined as “Emergency Maintenance”. Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The Company Hosting or Client Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.

AMENDMENT TO LEASE AGREEMENT (EXTENSION)

THIS AMENDMENT shall amend and extend the Lease Agreement entered into on or about June 21, 2023 between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, (LESSOR) and the **NETWORKS NORTHWEST**, whose mailing address is P.O. Box 506, Traverse City, Michigan 49685 (LESSEE) for the Leased office and storage space consisting of approximately 5,611 square feet at 401 Lake Street, Cadillac, Michigan, 49601 (LEASED PREMISES) as follows

1. The above-stated Lease shall be amended to extend the Lease through February 29, 2024, and amend Paragraphs I, IV and V of the Lease by replacing the references to December 31, 2023 with the amended date of February 29, 2024.
2. All other terms and conditions of the Lease will remain unchanged.
3. This Amendment shall become effective upon the execution of this Amendment by both parties.
4. The persons signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

Signed and agreed to this third day of January 2024.

LANDLORD:

TENANT:

Gary Taylor, Chairperson
Wexford County Board of Commissioners

Matt McCaugley, Chief Elected Official
NWMCOG-Networks Northwest

Dated: January 3, 2024

Dated:

Two Seven Oh Inc.

Reimbursement Grant Agreement

December 11, 2023

GRANTEE:	Wexford County Animal Shelter
GRANT AMOUNT:	\$5,000.00
GRANT PERIOD:	November 30, 2023 - May 1, 2024
FINAL REPORT DUE:	June 1, 2024
GRANT DESCRIPTION:	To spay and neuter animals prior to adoption. Costs will be covered up to \$231.25 per female canine and \$187.00 per male canine. Costs will also be covered up to \$167.50 per female feline and up to \$68.00 per male feline. Services will be provided by Meyer Veterinary Clinic.
GRANT ADMINISTRATOR:	Madison Cregar

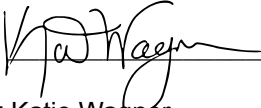
Two Seven Oh Inc. (The Foundation) and The Grantee are entering into this agreement to establish the terms of The Foundation's grant to The Grantee.		Please initial each section
1	The Foundation will only cover expense specified in the Grant Description.	
2	Services must occur within the Grant Period.	
3	The Foundation and The Grantee may agree in writing to modify the objectives, methods or timeline of the Grant Description. Any modifications must take place before the end of the Grant Period. Any modification request after the end of the Grant Period will not be allowed	
4	<p>The Grantee agrees to submit a Final Report no later than 28 days after the end of the Grant Period. This report must include:</p> <ul style="list-style-type: none"> - a brief summary of the outcome of your Grant - a full financial accounting of the expenditures of the grant with invoice(s)/receipt(s) for all payments used to fulfill the Grant Description you wish to have covered by this grant. <p>Invoices/receipts must have:</p> <ul style="list-style-type: none"> a. The description and quantity of products and/or services, line by line, and the cost of each of item; b. The date at which the products were purchased or when services occurred; c. The vendor's name with contact information; d. The Grantee's name somewhere on the invoice <p>(If The Grantee is unable to provide an invoice/receipt without one or more of these items, the invoice/receipt will be invalid and will be removed from final award amount.)</p> <ul style="list-style-type: none"> - a completed Spay Neuter Grant Summary (attached) for all surgeries included in the Grant. Each veterinarian listed in your summary under Surgery Performed By, must sign the last page of the summary, certifying that all surgeries that indicated them as the one who performed the surgery, were indeed performed. This is not be used as an invoice for procedures 	
5	The Foundation agrees to reimburse The Grantee up to, but not exceeding, the Grant Amount to solely implement the Grant Description, for expenses The Grantee incurred during the Grant Period following the submission of a Final Report.	
6	The Grantee agrees to cover any expenses exceeding the Grant Amount.	

7	The Grantee agrees to immediately notify The Foundation if any of the following occurs in the Grant Period: - any changes in key personnel - any changes in address or phone number - any development that significantly affects the operation of the Grant Description - any additional funding for the Grant Description	
8	The Grantee agrees to credit the participation of The Foundation as "Anonymous" in any advertisement, publicity or public comment related to the Grant Description.	
9	The Grantee will keep adequate records to document the expenditure of funds and activities supported by the grant. The Grantee agrees to make available to The Foundation the financial records related to the activities supported by the grant at any given time during the Grant Period.	
b	All veterinarians that will be performing any procedures must have an active license to practice veterinary medicine and had no formal complaints filed against them within the last year.	
10	In the event The Foundation finds that The Grantee has failed to comply with any terms of this agreement, The Foundation may cancel its participation in the Grant Description resulting in no funds being reimbursed.	
11	The Foundation is not obligated to issue reimbursement checks before the Final Report Due Date, regardless if the grantee completes and submits the final report prior to the due date.	

On behalf of The Grantee as a **Board Member**, I understand and agree to the foregoing terms and conditions of accepting Two Seven Oh Inc.'s grant, and authorize this agreement on The Grantee's behalf.

Signature: _____
 Printed Name: _____
 Board Position/Title: _____
 Date: _____
 E-mail: _____
 Phone: _____

I authorize this grant agreement and terms listed above as a representative of The Foundation.

Signature of Director of Grants:  _____
 Printed Name of Director of Grants: Katie Wagner _____
 Date: December 11, 2023 _____

This signed agreement must be postmarked, faxed or emailed by: **January 8, 2024**

Please note that if each section is not initialed and the agreement is not signed by a **Member of the Board (or Board of Commissioners) the agreement will not be valid. If you have any questions please contact the Grant Administrator listed on your agreement.*