



## Wexford County

### FINANCE & APPROPRIATIONS COMMITTEE

*Brian Potter, Chair*

#### NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting **on Wednesday, November 26, 2025, beginning at 9:00 a.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 NOVEMBER 13, 2025, 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. Revenue & Expense Reports ..... 3
  - 3. Zetron Radio Update & Maintenance Plan ..... 11
- 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

November 13, 2025

The regular meeting was called to order by Chairman Brian Potter at 4:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Brian Potter, Sandy Bengelink, Mark Nyman, Gary Taylor  
Members Absent: None.  
Also Present: Jami Bigger, Deputy Administrator & HR Director; Alaina Nyman, Clerk; Kristi Nottingham, Treasurer; Joe Porterfield, County Administrator/Equalization Director; Mistine Stark, Community Corrections Manger; Megan Swanberg, Executive Assistant; Judge Corey Wiggins

**ADDITIONS OR DELETIONS TO THE AGENDA**

None.

**APPROVAL OF THE AGENDA**

**A motion was made by Comm. Taylor and supported by Comm. Bengelink to approve the agenda, as presented. A vote was called, all in favor. Motion passed 4-0.**

**APPROVAL OF THE MINUTES**

**A motion was made by Comm. Taylor and supported by Comm. Nyman to approve the October 22, 2025, 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. Taylor and supported by Comm. Bengelink to approve paying the claims in the amount of \$343,469.37.**

Ms. Nyman noted there were no changes to the report.

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

***G.2. Code Red Purchase Order Request***

**A motion was made by Comm. Nyman and supported by Comm. Bengelink to forward a recommendation to the full board to approve the Onsolve Order Form in the amount of \$2,075.61 for critical communications subscription fees and the annual fee of \$225.61 for the first year and then \$462.50 through April 14, 2030. A vote was called, all in favor. Motion passed 4-0.**

***G.3. Sobriety Court Additional Funding Request***

**A motion was made by Comm. Nyman and supported by Comm. Bengelink to forward a recommendation to the full board to approve Judge Wiggins' request for additional funding for Sobriety Court in the amount of \$4,200.00 pending approval by the other Counties.**

Comm. Potter asked when the other Counties will vote, and Judge Wiggins stated within the next couple months.

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

***G.4. Purchase Request-Switches***

**A motion was made by Comm. Taylor and supported by Comm. Nyman to forward a recommendation to the full board to approve the purchase request for network switches in the amount of \$19,087.94 for the Sheriff's Office.**

Comm. Bengelink asked why these needed updated and Mr. Porterfield stated that they have reached end of

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

***G.5. Budget Amendments***

**A motion was made by Comm. Bengelink and supported by Comm. Taylor to approve the budget amendments dated November 19, 2025. A vote was called, all in favor. Motion passed 4-0.**

***G.6. Year End Budget Amendments***

**A motion was made by Comm. Nyman and supported by Comm. Taylor to approve the Administrator and Treasurer to transfer funds from one department to another without Board Approval to ensure no department is in the negative at the end of the year.**

Mr. Porterfield explained this is something the board does every year.

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

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

County Administrator, Joe Porterfield informed the committee he has given them a rough draft of the general funds budget. He still has numbers to input to reflect a more accurate bottom line.

Ms. Nyman, Ms. Bigger and Mr. Porterfield had a meeting today with Weadock & Associates. They presented options for health insurance plans for 2026. For the County to renew the current plans, as they are, the overall rate increase is 10.54%. However, Weadock provided options to reduce that increase by switching ancillary plan carriers and by changing the HSA health plans to increase the out-of-pocket max cost by \$500 for a single plan and \$1,000 for a family plan and changing the copay plan to increase the deductible \$500 for single and \$1,000 for family. With these changes, the overall rate increase drops to 5.69%.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion was made by Comm. Taylor and supported by Comm. Nyman to adjourn the meeting at 4:10 p.m. A vote was called, all in favor. Motion passed 4-0.**

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Brian Potter, Chair

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Megan Swanberg, Recording Secretary

GL NUMBER	DESCRIPTION	AMENDED BUDGET 2025	NORMAL (ABNORMAL)	YTD BALANCE 10/31/2025	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 101 - GENERAL FUND							
Revenues		18,547,093.00	16,140,867.07	1,099,278.03	2,406,225.93	87.03	
UNCLASSIFIED	Unclassified	18,547,093.00	16,140,867.07	1,099,278.03	2,406,225.93	87.03	
TOTAL REVENUES		18,547,093.00	16,140,867.07	1,099,278.03	2,406,225.93	87.03	
Expenditures							
101	COMMISSIONERS	126,769.00	104,616.73	9,307.99	22,152.27	82.53	
172	COUNTY ADMINISTRATION	141,229.00	107,352.86	14,506.29	33,876.14	76.01	
174	GEN SERVICES ADMINISTRATION	1,164,008.00	1,298,598.08	164,725.14	(134,590.08)	111.56	
193	ARPA Direct Payment	0.00	34,000.00	0.00	(34,000.00)	100.00	
194	DEPT OF AGRICULTURE	120,000.00	45,948.07	1,001.68	74,051.93	38.29	
215	COUNTY CLERK	434,731.00	342,862.53	35,645.34	91,868.47	78.87	
245	STATE SURVEY & REMONUMENTATION	48,570.00	16,575.00	0.00	31,995.00	34.13	
253	COUNTY TREASURER	445,233.00	352,396.88	34,242.51	92,836.12	79.15	
257	EQUALIZATION	612,297.00	468,721.02	40,826.07	143,575.98	76.55	
262	ELECTIONS	56,250.00	23,323.79	5,197.02	32,926.21	41.46	
265	BUILDING AND GROUNDS	489,201.00	367,175.85	24,656.07	122,025.15	75.06	
268	DISTRICT HEALTH DEPARTMENT	97,200.00	74,326.34	6,061.16	22,873.66	76.47	
270	HUMAN RESOURCES	98,570.00	65,232.18	(51,737.58)	33,337.82	66.18	
272	MAINT/STORAGE - BLDG/GRDS	7,850.00	5,468.57	281.01	2,381.43	69.66	
276	HUMAN SERVICES BLDG	131,750.00	136,040.09	5,301.86	(4,290.09)	103.26	
278	JAIL - BLDG/GRDS	265,000.00	221,427.36	5,342.30	43,572.64	83.56	
279	PUBLIC DEFENDER	294,350.00	270,053.35	28,718.46	24,229.65	91.75	
283	CIRCUIT COURT	333,069.00	268,353.97	31,845.57	64,715.03	80.57	
286	DISTRICT COURT	802,393.00	635,356.38	59,082.67	167,036.62	79.18	
289	FRIEND OF THE COURT	1,026,819.00	753,060.56	69,311.10	273,758.44	73.34	
294	PROBATE COURT	716,575.00	494,821.64	48,621.64	221,732.91	69.06	
295	PROBATION AND PAROLE	2,700.00	2,076.16	234.43	623.84	76.89	
296	PROSECUTING ATTORNEY	876,167.00	571,911.55	57,110.28	304,255.45	65.27	
297	JURY COMMISSION	5,250.00	4,216.82	0.00	1,033.18	80.32	
298	CIRCUIT COURT FAMILY COUNS.	75,217.00	41,032.74	3,350.01	34,184.26	54.55	
299	PROS ATTNY CO-OP REIMB	75,527.00	64,081.18	6,134.04	11,445.82	84.85	
301	SHERIFF	3,311,718.00	2,674,893.70	251,351.00	636,824.30	80.77	
316	SECONDARY ROAD PATROL	104,979.00	47,222.58	123.20	57,756.42	44.98	
331	MARINE	37,367.00	16,557.26	707.03	20,809.74	44.31	
332	SNOWMOBILE	34,899.00	20,783.15	41.06	14,115.85	59.55	
333	ORV GRANT	41,000.00	23,448.79	1,102.01	17,551.21	57.19	
334	FEDERAL FOREST	4,000.00	2,957.62	0.00	1,042.38	73.94	
351	JAIL	3,761,968.00	2,649,768.72	292,795.58	1,112,199.28	70.44	
362	STATE GRANT PA 511	128,543.00	94,596.57	10,802.44	33,946.43	73.59	
363	ENHANCEMENT	171,262.00	129,668.47	11,155.80	41,593.53	75.71	
426	EMERGENCY MANAGEMENT	105,732.00	114,666.06	14,491.34	(8,934.06)	108.45	
442	DRAIN COMMISSION	88,689.00	55,582.04	4,961.43	33,106.96	62.67	
526	SANITARY LANDFILL	65,000.00	30,339.95	2,445.00	34,660.05	46.68	
605	CONTAGIOUS DISEASES	0.00	235.52	172.53	(235.52)	100.00	
648	MEDICAL EXAMINER	110,400.00	90,866.52	8,684.00	19,533.48	82.31	
681	VETERANS BURIAL	10,000.00	4,800.00	300.00	5,200.00	48.00	
711	REGISTER OF DEEDS	350,905.00	277,993.93	26,560.41	72,911.07	79.22	
959	APPROPRIATIONS	471,543.00	421,164.47	10,545.17	50,378.53	89.32	
966	APPROPRIATIONS	6,583.00	0.00	0.00	6,583.00	0.00	
995	TRANSFERS	1,295,780.00	1,189,918.60	344,560.58	105,861.40	91.83	
TOTAL EXPENDITURES		18,547,093.00	14,614,514.10	1,580,563.64	3,932,578.90	78.80	

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 10/31/2025  
& Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2025		YTD BALANCE 10/31/2025	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE		% BDT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	%	
Fund 101 - GENERAL FUND								
Fund 101 - GENERAL FUND:								
	TOTAL REVENUES	18,547,093.00	16,140,867.07	1,099,278.03	2,406,225.93	87.03		
	TOTAL EXPENDITURES	18,547,093.00	14,614,514.10	1,580,563.64	3,932,578.90	78.80		
	NET OF REVENUES & EXPENDITURES	0.00	1,526,352.97	(481,285.61)	(1,526,352.97)	100.00		
	BEG. FUND BALANCE	12,543,582.96	12,543,582.96					
	END FUND BALANCE	12,543,582.96	14,069,935.93					

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 10/31/2025  
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 10/31/2025	ACTIVITY FOR MONTH 10/31/2025	AVAILABLE BALANCE	% BDDT USED
				INCREASE (DECREASE)	NORMAL (ABNORMAL)	

Fund 225 - ANIMAL CONTROL

Revenues	UNCLASSIFIED	298,303.00	275,724.61	4,874.55	22,578.39	92.43
TOTAL REVENUES		298,303.00	275,724.61	4,874.55	22,578.39	92.43

Expenditures	000	298,303.00	201,494.11	23,272.73	96,808.89	67.55
TOTAL EXPENDITURES		298,303.00	201,494.11	23,272.73	96,808.89	67.55

Fund 225 - ANIMAL CONTROL:						
TOTAL REVENUES		298,303.00	275,724.61	4,874.55	22,578.39	92.43
TOTAL EXPENDITURES		298,303.00	201,494.11	23,272.73	96,808.89	67.55
NET OF REVENUES & EXPENDITURES		0.00	74,230.50	(18,398.18)	(74,230.50)	100.00
BEG. FUND BALANCE		259,610.13	259,610.13		100.00	
FUND BALANCE ADJUSTMENTS						
END FUND BALANCE		259,610.13	333,940.63			

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 10/31/2025  
 % Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2025		YTD BALANCE 10/31/2025	ACTIVITY FOR MONTH 10/31/2025	AVAILABLE BALANCE	% BDGT USED
		AMENDED BUDGET	NORMAL (ABNORMAL)				
Fund 239 - COURT SECURITY FUND							
Revenues	UNCLASSIFIED	196,211.00	192,968.44	18,725.69	3,242.56	98.35	
TOTAL REVENUES		196,211.00	192,968.44	18,725.69	3,242.56	98.35	
Expenditures	000	196,211.00	84,702.37	7,832.42	111,508.63	43.17	
TOTAL EXPENDITURES		196,211.00	84,702.37	7,832.42	111,508.63	43.17	
Fund 239 - COURT SECURITY FUND:							
TOTAL REVENUES		196,211.00	192,968.44	18,725.69	3,242.56	98.35	
TOTAL EXPENDITURES		196,211.00	84,702.37	7,832.42	111,508.63	43.17	
NET OF REVENUES & EXPENDITURES		0.00	108,266.07	10,893.27	(108,266.07)	100.00	
BEG. FUND BALANCE		128,235.14	128,235.14				
END FUND BALANCE		128,235.14	236,501.21				

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PERIOD ENDING 10/31/2025  
% Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	NORMAL	(ABNORMAL)	INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	% BDT
		YTD BALANCE		ACTIVITY FOR		MONTH 10/31/2025		AVAILABLE		% BDT
		10/31/2025		10/31/2025				BALANCE		% BDT
										USED
Fund 249 - BUILDING INSPECTIONS DEPT.										
Revenues	Unclassified	320,000.00	324,006.05	53,204.42	(4,006.05)	101.25				
UNCLASSIFIED	Unclassified	320,000.00	324,006.05	53,204.42	(4,006.05)	101.25				
TOTAL REVENUES		320,000.00	324,006.05	53,204.42	(4,006.05)	101.25				
Expenditures		239,801.00	237,684.20	25,564.97	2,116.80	99.12				
000		239,801.00	237,684.20	25,564.97	2,116.80	99.12				
TOTAL EXPENDITURES		239,801.00	237,684.20	25,564.97	2,116.80	99.12				
Fund 249 - BUILDING INSPECTIONS DEPT.:										
TOTAL REVENUES		320,000.00	324,006.05	53,204.42	(4,006.05)	101.25				
TOTAL EXPENDITURES		239,801.00	237,684.20	25,564.97	2,116.80	99.12				
NET OF REVENUES & EXPENDITURES		80,199.00	86,321.85	27,639.45	(6,122.85)	107.63				
BEG. FUND BALANCE		384,505.19	384,505.19							
END FUND BALANCE		464,704.19	470,827.04							

PERIOD ENDING 10/31/2025  
& Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
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Fund 260 - PUBLIC DEFENDER

Revenues	Unclassified	1,974,202.00	1,197,946.16	80.32	776,255.84	60.68
TOTAL REVENUES		1,974,202.00	1,197,946.16	80.32	776,255.84	60.68
Expenditures	000	1,974,202.00	1,464,617.69	135,269.00	509,584.31	74.19
TOTAL EXPENDITURES		1,974,202.00	1,464,617.69	135,269.00	509,584.31	74.19

Fund 260 - PUBLIC DEFENDER:

TOTAL REVENUES	1,974,202.00	1,197,946.16	80.32	776,255.84	60.68
TOTAL EXPENDITURES	1,974,202.00	1,464,617.69	135,269.00	509,584.31	74.19
NET OF REVENUES & EXPENDITURES	0.00	(266,671.53)	(135,188.68)	266,671.53	100.00
BEG. FUND BALANCE	2,459.00	2,459.00			
END FUND BALANCE	2,459.00	(264,212.53)			

PERIOD ENDING 10/31/2025  
% Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	AMENDED BUDGET 2025	YTD BALANCE 10/31/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 10/31/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGD USED
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Fund 261 - 911-WIRELESS						
Revenues						
UNCLASSIFIED	Unclassified	1,400,000.00	706,450.66	82,185.52	693,549.34	50.46
<b>TOTAL REVENUES</b>						
		1,400,000.00	706,450.66	82,185.52	693,549.34	50.46

Expenditures						
000		155,000.00	106,759.25	72,800.67	48,240.75	68.88
325	COMMUNICATIONS/DISPANCH	1,103,334.00	898,231.76	86,394.87	205,102.24	81.41
<b>TOTAL EXPENDITURES</b>						
		1,258,334.00	1,004,991.01	159,195.54	253,342.99	79.87

Fund 261 - 911-WIRELESS:						
TOTAL REVENUES		1,400,000.00	706,450.66	82,185.52	693,549.34	50.46
TOTAL EXPENDITURES		1,258,334.00	1,004,991.01	159,195.54	253,342.99	79.87
NET OF REVENUES & EXPENDITURES		141,666.00	(298,540.35)	(77,010.02)	440,206.35	210.74
BEG. FUND BALANCE		357,467.71	357,467.71			
END FUND BALANCE		499,133.71	58,927.36			

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PERIOD ENDING 10/31/2025  
 & Fiscal Year Completed: 83.29

GL NUMBER	DESCRIPTION	2025		ACTIVITY FOR		AVAILABLE		% BDT
		AMENDED BUDGET	NORMAL (ABNORMAL)	MONTH 10/31/2025	INCREASE (DECREASE)	NORMAL (ABNORMAL)	BALANCE	

Fund 292 - CHILD CARE FUND								
Revenues	Unclassified	1,014,243.00	456,941.32	325,036.42	557,301.68	45.05		
TOTAL REVENUES		1,014,243.00	456,941.32	325,036.42	557,301.68	45.05		

Expenditures								
000		1,014,243.00	561,773.58	48,236.19	452,469.42	55.39		
TOTAL EXPENDITURES		1,014,243.00	561,773.58	48,236.19	452,469.42	55.39		

Fund 292 - CHILD CARE FUND:								
TOTAL REVENUES		1,014,243.00	456,941.32	325,036.42	557,301.68	45.05		
TOTAL EXPENDITURES		1,014,243.00	561,773.58	48,236.19	452,469.42	55.39		
NET OF REVENUES & EXPENDITURES		0.00	(104,832.26)	276,800.23	104,832.26	100.00		
BEG. FUND BALANCE		77,528.70	77,528.70					
END FUND BALANCE		77,528.70	(27,303.56)					

TOTAL REVENUES - ALL FUNDS								
TOTAL EXPENDITURES - ALL FUNDS		5,202,959.00	3,154,037.24	484,106.92	2,048,921.76	60.62		
NET OF REVENUES & EXPENDITURES		4,981,094.00	3,555,262.96	399,370.85	1,425,831.04	71.38		
BEG. FUND BALANCE - ALL FUNDS		221,865.00	(401,225.72)	84,736.07	623,090.72	180.84		
FUND BALANCE ADJ - ALL FUNDS		1,209,805.87	1,209,805.87	100.00				
END FUND BALANCE - ALL FUNDS		1,431,670.87	808,680.15					



a Codan company

## Zetron Connected Care Maintenance and Service Plan

System ID No. XXXXX

Effective Date: XXXXX

Participant:  
 NAME  
 ADDRESS LINE 1  
 ADDRESS LINE 2  
 PHONE

This Zetron Connected Care Maintenance and Service Plan (“Service Plan”) describes the terms and conditions governing the support Services Zetron, Inc. (“Zetron” or “Service Provider”) will provide to Participant for hardware and software for the duration of the service period as described in Section 4. This Agreement serves as the overarching framework for the provision of said Services and establishes obligations and responsibilities of both Zetron and Participant. Participant shall adhere to the terms set forth herein and to any additional applicable product-specific terms and conditions appended hereto. Participant acknowledges and understands that product-specific terms will be amended to this Service Plan based on the product(s) acquired and intended to be supported. Under this Agreement, if the intended beneficiary of the Services described herein is the End User, Zetron will provide foundational support by serving as an escalation resource and responding to direct inquiries from the End User receiving the service, as applicable, but primary service and support responsibilities rest with the Participant, as outlined herein. In this instance, Zetron will equip the Participant with the necessary resources, software updates, and escalation pathways to facilitate effective recipient entity support. In the event that additional products are added to the System during the term of this Service Plan, the specific terms and conditions applicable to those additional products shall be incorporated into this agreement as an appendix. This incorporation shall occur upon the mutual execution of a letter of amendment by both parties, which will outline said applicable product-specific terms.

ZETRON:

PARTICIPANT:

Signature:

Signature:

Name:

Name:

Title:

Title:

APPENDICES:

Appendix A: Service Level Agreement

Appendix B: Product-Specific Terms and Conditions

Appendix C: Quote No. XXXXX

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## INTRODUCTION

By subscribing to this Service Plan, Participant acknowledges and accepts the terms outlined in this Agreement and any applicable appendices attached hereto. The Services included herein, as well as within any Appendices attached hereto, are contingent upon this Service Plan remaining fully paid up. In cases where an authorized intermediary is not already involved, Zetron may use one or more qualified subcontractors to provide the Services under this Service Plan. All service will be provided in English.

This Service Plan is a required component of any system or solution purchase for any entity seeking to receive ongoing service and support for their Zetron System. Without an active Service Plan, participants are not entitled to maintenance, technical support, software updates, or any other form of post-sale assistance.

Further, throughout the life of this Service Plan, Zetron reserves the right to maintain direct and consistent communication with the End User. This ensures seamless service delivery, facilitates proactive issue resolution, enables the dissemination of critical system updates, and allows for direct feedback on system performance and evolving operational and functional needs.

This Service Plan includes comprehensive maintenance and support services designed to ensure system reliability and operational efficiency. Key benefits include 24/7 technical support for immediate assistance, proactive maintenance and regular updates to prevent potential issues, long-term cost savings through minimized downtime, and access to a dedicated support team familiar with each respective system and operational needs. This Service Plan reflects Zetron's commitment to delivering dependable performance, responsive service, and predictable costs for ongoing system support and maintenance.

## 1. Definitions

- a) "Declared Emergency" shall be defined as an emergency event in which there is a support event determined not to be the fault of Zetron. Declared Emergencies fall outside of the Service Plan and are chargeable in accordance with the Agreement.
- b) "Effective Date" shall refer to the date on which both Zetron and Participant have fully executed this Service Plan by affixing their respective signatures, indicating mutual consent and formalizing the commencement of the contractual obligations herein.
- c) "End User" refers to the party referenced on the Quote attached hereto as Appendix C, and the party who purchased the Zetron System intended to be supported by this Service Plan.
- d) "Maintenance Releases" are new Software versions that Zetron distributes to correct errors or provide other minor enhancements to the Software.
- e) "New Releases" are major modifications or enhancements of the Software's existing features or functionality.
- f) "Nonstandard Equipment or Software" refers to any hardware, software, or other components not manufactured, developed, or explicitly authorized by Zetron for integration with Zetron's products or services. This includes, but is not limited to, third-party products that are not covered under Zetron's standard warranties or support agreements. Nonstandard Equipment or Software may require separate maintenance, support, or warranty agreements directly with the original manufacturer or supplier. Zetron assumes no responsibility for the performance, compatibility, or defects of Nonstandard Equipment or Software.
- g) "Non-Zetron Personnel" refers to any individual or entity, including employees, contractors, agents, or representatives, who are not directly employed by or under the direct control of Zetron, Inc. This includes, but is not limited to, third-party vendors, subcontractors, consultants, and any other external individuals or organizations engaged in the performance of services or delivery of goods in connection with this Agreement.

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- h) "Participant" means the individual or entity who purchased this Service Plan or the individual or entity to whom this Service Plan was properly transferred in accordance with these Terms and Conditions.
  - i) "Products" means the Zetron hardware, software, and associated components identified in the applicable bill of materials provided in connection with the purchase of the System covered under this Service Plan.
  - j) "Service Plan" is these Terms and Conditions, coupled with any applicable appendices attached hereto.
  - k) "Services" are the maintenance and support services Zetron provides under this Service Plan.
  - l) "Zetron Products" means products sold by Zetron.
  - m) "Zetron System" or "System" means the communications solution purchased by End User and intended to be covered by this Service Plan.

## **2. SCOPE**

This Service Plan describes the support Services that will be provided in support of the System. These encompass, among others, 24/7/365 technical telephone support, hardware maintenance, software maintenance and upgrades. Additional services beyond the scope of this Service Plan are available upon request and will be quoted accordingly.

This Service Plan covers the Zetron system as initially sold and delivered by Zetron. Additionally, it includes any changes implemented through Zetron's change control processes or via services delivered within the scope of this Service Plan by Zetron or any of its authorized subcontractors. It is important to note, however, that certain changes, such as the introduction of new features and functionality not directly relevant to the documented use case of the System may not automatically be covered by this Service Plan. Any alterations to the System's configuration by any party outside of the defined processes and procedures outlined herein fall outside the scope of this Service Plan. Such changes must be requested in writing to Zetron. Upon approval by Zetron and implementation, these changes will fall under coverage of this Service Plan, at which point the service agreement rate will be adjusted accordingly.

### **2.1. COVERED PRODUCTS**

- MT 4/5
- ACOM
- MAX D
- MAX CT
- MAX FSA
- Cascade

### **2.2. TERM**

This Agreement shall be in force for 12 months from the Effective Date and will be automatically renewed on an annual basis unless terminated sooner by either party on 30 days written notice to the other. No refunds will be given for early termination.

Upon the expiration of the initial 12-month term, this Agreement shall automatically renew for successive one (1) year periods. Zetron reserves the right to renew this Agreement, and the terms set forth herein unless affirmatively terminated by the Participant in accordance with this section.

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If Participant and End User are two different entities, and the End User elects to terminate its own support and service relationship with Participant for reasons including but not limited to insolvency, debarment, or overall dissatisfaction with the Participant's performance, or if Zetron elects to terminate this Service Plan in its sole discretion, Zetron reserves the right to renegotiate these terms and conditions and reinstate this Service Plan directly between End User and Zetron, consistent with the provisions herein.

If this Service Plan is terminated for any reason, and then reinstated, the coverage must be paid retroactively for a fee equal to the fees that would have been paid had the coverage not lapsed. A re-instatement inspection of the System by a qualified technician will also be required, but not included, as a part of this Service Plan.

### **2.3. PRICING**

The total cost of this Service Plan shall be a fixed rate of the total cost of both hardware and software, as set forth in Appendix C. For the avoidance of doubt, one year of Service under this Service Plan is included with the purchase of the Zetron System. Should additional products be added to the System during the life of this Service Plan, they will be paid for at a pro-rated cost until the anniversary of the Effective Date. At that time, the pricing for these additional products will merge into one consolidated rate under this Service Plan.

If Participant fails to remit payment for the annual invoice within thirty (30) days of its due date, this Agreement, along with all associated coverages and services, shall automatically lapse. In the event of such a lapse, the Participant may reinstate this Agreement and the associated coverages and services only upon payment of a reinstatement fee, in addition to any outstanding amounts, as determined by Zetron at its sole discretion. Zetron reserves the right to waive the reinstatement fee for any reason and apply additional discounts for multi-year purchases in its sole discretion.

### **2.4. NONSTANDARD EQUIPMENT OR SOFTWARE**

Zetron's standard Terms and Conditions explain that manufacturers' warranties for any Nonstandard Equipment or Software Zetron purchases and supplies shall transfer to the Participant, subject to the limitations therein. All Nonstandard Equipment or Software supplied by Zetron under this Service Plan shall not be covered for the duration of this Service Plan unless replacements take place at the recommended intervals. For example, to maintain warranty over Nonstandard hardware, Participant must adhere to section 4.2.2 below.

## **3. LIMITED WARRANTY / LIMITATION ON LIABILITY**

Zetron's System limited warranty is stated in the current version of Zetron's standard System Terms and Conditions and is included during the term of the Service Plan.

Except for any amounts due to Zetron under this Service Plan, in no event shall Zetron be liable for, either in whole or part, any incidental, special, consequential, or indirect loss or damage arising out of or connected with the actions of any licensee, manufacturer, supplier, or any other similarly situated entity ("Third Party") of the like doing business with or on behalf of Zetron. Shall a dispute arise, in no event shall either party's liability exceed the final contract price between them.

Pursuant to section 2.2 herein, in the event this Service Plan is terminated and then reinstated for any reason, Zetron shall not be liable for any claims, damages, or losses arising during the interim period in which no agreement is in place. Notwithstanding the foregoing, Zetron will act in good faith and use commercially reasonable efforts to finalize a new agreement as expeditiously as possible.

## **4. SERVICE DESCRIPTIONS**

The following sections describe the services included with Zetron Connected Care unless otherwise noted. If applicable to the acquired Product(s), Participant shall be responsible for the handling and

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maintenance of spare parts in accordance with the relevant provisions outlined in any applicable Statement of Work or Appendices appended hereto. Any failure by Participant to adhere to these provisions shall be deemed a material breach of this Agreement and may result in a breach of coverage.

#### **4.1. TECHNICAL TELEPHONE SUPPORT**

Zetron telephone technical support exists in the form of factory technical support engineers. This support is intended for technicians and system administrators installing, configuring, and maintaining Zetron equipment and software applications. 24-hour/7/365 phone support is provided in accordance with the response times established in the following sections.

##### **4.1.1. Calls During Standard Zetron Business Hours**

During regular business hours, 6:00am to 5:00pm PT, calls to Zetron at (425) 820-6363 or 1-(877) 284-4616 are answered by Zetron personnel who will establish a call ticket number, collect detailed issue information from the caller, and enter the call into the call queue.

If the incoming call cannot be directed immediately to a technical support engineer, 98% of the critical calls will be returned within thirty (30) minutes, and 100% of the calls will be returned within two hours.

Zetron will work with the caller to make the determination whether the issue is critical or routine based both on System behavior and its effect on System operations.

Critical issues are those that have a major impact on the Zetron system operation as defined by the Service Level Agreement ("SLA") attached hereto as Appendix A.

Routine issues are non-critical issues that have a minor impact on the Zetron system operation and range from routine maintenance operations to system behavioral inconsistencies to configuration issues.

##### **4.1.2. After-hours Critical Technical Telephone Support**

Calls for critical issues to Zetron after 5:00pm or before 6:00am PT on any regular business day, at any time on weekends, or during Zetron-recognized holidays are considered after-hours calls. A Zetron qualified technical person will return calls for critical issues within thirty (30) minutes.

Zetron reserves the right during calls for critical issues after regular business hours to determine after an initial diagnosis whether the issue being reported is critical or routine, and thus whether it is to be handled immediately or deferred to the following business day. Routine issues will be deferred to the next business day. Scheduled system maintenance does not qualify as a critical issue.

#### **4.2. HARDWARE SERVICES**

##### **4.2.1. Advance Replacement**

After initial purchase of original equipment under Zetron's standard System Terms and Conditions, Zetron will provide advance replacement, for critical Zetron manufactured Products found to be defective-on-arrival. Zetron bears all shipping costs for advance replacements. If Zetron does not have the Products in stock, best efforts will be made to obtain them and ship them as soon as reasonably possible. Third-party and non-Zetron manufactured products will not be eligible for advance replacement; Zetron recommends maintaining sufficient third-party spares on hand to cover critical requirements. See Section 8 – Exclusions for other products/systems not covered.

##### **4.2.2. Replacement: Products Over 5 Years Old**

Following manufacturer recommendations, a hardware refresh is required, but not included, as a part of this Service Plan. The applicable product-specific appendix attached hereto memorializes when such

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hardware refresh is needed. This hardware refresh is required in order to maintain hardware warranty for items that have expired their lifecycle. Zetron reserves the right to replace the Products with the same or similar, and/or updated versions, of the Products in question. These Products will be sold as a tech refresh.

To provide flexibility, the required hardware refresh may be structured as either a one-time payment due upon year six (6) of the life of the System or incorporated into the overall pricing and paid incrementally over the term of the Service Plan. The specific payment structure shall be determined at the time of the contract execution and documented accordingly.

#### **4.2.3. Replacement Policy**

Zetron reserves the right to replace all Products with the same or similar, and/or updated versions, of the Products in question. In this event, a potential Software Update may be required if only updated hardware is available.

#### **4.2.4. Installation Standards**

If Participant is going to be installing the System for the End User, Participant shall ensure that all Products are installed in accordance with Zetron's specifications, applicable warranty requirements, and Zetron's Standard Terms and Conditions. All installations shall be performed in a professional and workmanlike manner, consistent with industry standards and best practices. Zetron reserves the right to provide specific installation directives, which Participant hereby agrees to follow. If Participant engages a subcontractor to perform installation services, Participant shall ensure that all obligations under this section are flowed down in its entirety to said subcontractor, and Participant shall remain responsible for compliance with these requirements.

Any subcontractors engaged by Participant to perform installation services, or any other Services described herein, must receive prior express written approval from Zetron. Furthermore, if either Participant or its approved subcontractors lack the requisite technical expertise and skill to properly install or maintain the system, Zetron reserves the right to perform the necessary services to remedy any deficiencies and shall be entitled to invoice Participant for such services at Zetron's then-current hourly labor rates.

#### **4.2.5. Repair Defects in Materials or Workmanship**

For the duration of the service coverage periods, for all Zetron provided hardware, Zetron will provide parts and factory labor free of charge to resolve any material defects in material or workmanship as described in Zetron's standard System Terms and Conditions. Upon receipt of the defective unit and in accordance with Zetron's standard System Terms and Conditions while under warranty, Zetron's repair department reserves the right to determine whether to replace or repair a defective part, or whether to refund its purchase price.

No returns are authorized unless a Returned Materials Authorization ("RMA") is issued by Zetron.

#### **4.2.6. Repair Turn-Around**

Zetron measures turn-around time from the date of receipt to the date of shipment from Zetron. This time does not include shipping or customs delays.

Repair turn-around time may vary based on Product; please see applicable appendix attached hereto. Products found to be not defective will be returned at the sender's expense.

#### **4.2.7. Outgoing Shipping**

Zetron will match the incoming shipment method when returning products. If the Participant wants to expedite the outgoing shipment beyond the Zetron provided match, the Participant bears responsibility for any and all charges included in the shipment.

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Shipping is always FOB Origin unless otherwise agreed by Zetron. The Participant must pay all shipping and insurance charges.

### **4.3. SOFTWARE SERVICES**

#### **4.3.1. Software Maintenance – Service Packs**

For the duration of the Service Plan period, Zetron will provide, at no additional charge, any patches or bug fixes contained in a service pack for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron System. Patches/bug fixes in a service pack are specific corrections to defects found in previously released code (a.k.a. feature group) to ensure the code meets specification. Supported software versions, if applicable, will be detailed in any applicable product-specific addendum attached hereto.

All Zetron software releases are subject to internal software release and design verification processes as well as standard configuration management practices. Service packs released may include patches/bug fixes and/or minor enhancements, but they should not affect system operation or performance. Any software release is not, under any circumstances, to be used for any Zetron products or system not covered by this Service Plan.

Software maintenance for applications or code in certain systems may require customization and installation support. For certain systems, the Software Installation/Upgrade Support service is required unless a pre-approved agent is available to provide this level of support.

#### **4.3.2. Software Upgrades**

For the duration of the Service Plan period, the Participant is entitled to receive any software upgrade for Zetron feature group releases of the application or firmware version(s) sold as part of the original Zetron system. Software upgrades are released minor and/or major revisions to released software or firmware. Upgrades typically include minor enhancements as well as access to certain major new features. Upgrades also incorporate any previously released bug fixes/patches. Minor enhancements are functional performance improvements that do not require additional hardware or firmware or to be specifically enabled or disabled. Major new features alter the software's specifications and may significantly affect system operation and performance and/or the look and feel of the user interface. Licensing for these features may require the additional purchase of hardware, firmware, services, or licensing. Labor costs for this upgrade are not included as a part of this Service Plan.

All Zetron software revisions are subject to internal software release and design verification processes as well as standard configuration management practices.

## **5. TIME AND PLACE OF SERVICES**

When Zetron's Services are required, Participant will provide Zetron, at no charge, a non-hazardous work environment with full and free access to the Products. If reduced shelter, heat, light, and power conditions exist on site, then the Participant shall notify Zetron of this prior to travel. Waivers of liability from Zetron or its subcontractors will not be imposed as an on-site access requirement. Participant will provide all information pertaining to the hardware and software elements of any system with which the Products is interfacing so that Zetron can perform its Services.

Hours of non-emergency service will be 6:00am to 5:00pm PDT at the service providers' location, excluding weekends and holidays. If services are required outside of these hours they can be provided at additional charge.

## **6. SERVICE LEVEL AGREEMENT ("SLA")**

Under this Service Plan, Zetron will include clearly defined SLAs for key services to set expectations and establish a framework for accountability. These SLAs will cover critical areas such as response times for

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support requests, system uptime guarantees, and the availability of replacement parts. The SLAs are designed to ensure timely and reliable service, providing Participant with confidence in Zetron's ongoing support.

The detailed SLA terms are attached hereto as Appendix A.

## **7. PARTICIPANT RESPONSIBILITIES**

Participant agrees to:

- (a) Ensure there is always an employee that has completed Zetron training courses. Failure to do so might result in longer issue resolution times for which Zetron will not be liable.
- (b) Provide a technical point of contact to confirm status of the network, existing backhaul, and other existing systems during phone support situations.
- (c) Provide remote VPN (IP) access to the System for support and maintenance purposes if requested and if appropriate. Failure to provide remote access when reasonably requested will result in delayed ticket resolution and potentially additional costs outside of this agreement. Zetron is not responsible for maintaining VPN access to the System.
- (d) Provide onsite technician support when problem resolution identifies a routine module swap from on-site spares inventory.
- (e) Make best efforts to ensure any spare is used are replaced in timely fashion. Non-functioning Products shall be shipped to Zetron following the RMA process within one week.
- (f) Acknowledge and agree that in order for Zetron to provide Services under this Service Plan, Zetron must be given: (a) remote access capability; (b) appropriate access to the system(s); provided that access to such data will be used exclusively for technical support purposes and will be subject to Zetron's obligations to protect proprietary information as set forth in the Service Plan. Where applicable, Participant will cooperate fully with Zetron's request for information, personnel and time necessary to provide technical support for remote access.
- (g) Provide adequate notice for scheduling on-site visits and agree to make best efforts to accommodate scheduling conflicts.

## **8. EXCLUSIONS**

This Service Plan does not cover the following items:

- (a) Add-on Services requested in response to a Declared Emergency are beyond the scope of this Service Plan and are provided at additional charge.
- (b) Response times are not enforceable during inclement weather and circumstances outside of Zetron's control.
- (c) Products not included in the Zetron portfolio, pricelist, or Bill of Materials.
- (d) Computer Aided Dispatch ("CAD") and Mapping products.
- (e) Damage or failure due to misuse, neglect, or accident caused by non-Zetron personnel.
- (f) Damage or failure due to natural causes such as lightning, fire or floods, or damage such as power surges and/or transients.
- (g) Damage caused by improper configuration or installation completed by non-Zetron personnel.
- (h) On-site or remote support for faults identified within and/or outages due to "existing equipment". Reimbursement of expenses may be requested at Zetron's discretion.
- (i) Products or technology not purchased from Zetron.

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- (j) Pre-Existing Elements: Zetron will not be responsible for failure or non-performance of any pre-existing materials and/or system elements. This includes, but is not limited to:

Antennas	Power systems, including back-up
Feedlines	Heating, Ventilation & Air Conditioning systems
Multicouplers & filters	Backhaul network
Telephone Network	Third party radio systems
Firewalls	Participant network security

- (k) Professional Services for implementation of New Releases are beyond the scope of this Service Plan and are provided at additional charge.
- (l) Services resulting from: (i) failure to use the software/hardware in accordance with the Documentation; (ii) modification of the Software/Hardware or a change in its environment that is not expressly authorized in writing by Zetron; (iii) failure to use Maintenance Releases or corrections previously provided by Zetron; (iv) malfunction of third party equipment or software; (v) errors as defined in the Zetron's support guide; or (vi) any other cause within Participant's control.

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# APPENDIX A – SLA

## SERVICE LEVEL AGREEMENT

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### Preamble

Zetron provides frontline support for initial troubleshooting and issue resolution, including problems that may be resolved remotely or via phone or some other remote diagnostic tool. If Zetron determines that onsite services are required, such add-on service will be provided only if purchased.

### Support Services

Comprehensive services under this SLA include:

Telephone Help Desk Support 24 X 7 X 365

Telephone Technical Support including:

- Configuration Assistance
- Troubleshooting
- Cutover Support

On-site services, the necessity of which shall be determined by Zetron in its sole discretion, if this option has been purchased.

### TROUBLE REPORTING PROCEDURE

- If the System was acquired directly from Zetron, End User shall call Zetron directly for support. If required, Zetron reserves the right to engage a subcontractor to perform the necessary Services under this Service Plan. In the event a subcontractor has been established as the service provider, End User shall call subcontractor for support first.
- If the System was acquired through a Zetron-authorized channel partner, End User shall contact said channel partner directly for support. If channel partner is unable to resolve the issue, it may escalate the matter to Zetron for further assistance.
- New tickets will be opened after the process is initiated with the Zetron service team by supplying problem background data. In all cases, Zetron shall determine the ticket severity.
- Where applicable, should the subcontractor require ticket escalation, the subcontractor will initiate a trouble ticket with Zetron's support team.
- Zetron will then work the ticket and give timely feedback to the originator of the call.
- A ticket will not be closed without mutual agreement.

Call-out and reporting procedures will be developed to include 24 x 7 contact numbers for agency personnel in order to inform them as stakeholders of any potential maintenance issues that may affect the Zetron System.

### ESCALATION TREE

Should any problem be escalated, the following table is provided for contact and order of contact information.

0	Subcontractor, if applicable	TBD
1	Zetron Tier 2 Technical Support	1-877-284-4616
2	Zetron Participant Service Manager	Marlon Martinez 206-454-9190
3	Zetron Director, Service Support & Training	Tom Pope 425-495-9253
4	Zetron Vice President, Global Operations	Neil Levine 425-505-3943
5	Zetron Vice President, Global Sales	Brandon Williams brandon.williams@zetron.com
6	Zetron President and CEO	Scott French scott.french@zetron.com

## ISSUE SEVERITY AND RESPONSE TIMES

Incoming calls are prioritized through a severity level system that determines the targeted response times. The table below describes levels of severity and associated response times. Once a call is received, the severity of the issue should have been determined per the table and communicated to the personnel handling the call. The response times specified in the table below apply exclusively to failures attributable to Zetron Products. In the event that downtime results from a failure of a third-party product, Zetron remains will make all commercially reasonable efforts to resolve the issue as soon as possible. However, due to potential delays in obtaining necessary third-party components, Zetron cannot guarantee full adherence to the response times outlined herein.

Further, the response times and disincentives set forth in this SLA shall not apply if the issue is determined to be outside the scope of this Service Plan or is covered under a separate agreement or arrangement. Additionally, if the root cause of the issue was not the fault or responsibility of Zetron, including but not limited to support, configuration, or maintenance obligations assigned to the Participant, then the response times and disincentives specified herein shall not apply.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	LEVEL OF RESPONSE
1	<b>Product Failure/Loss of Service (loss of more than 50% of capacity):</b> This class of issue poses a critical threat to operations and significantly impacts service delivery, requiring immediate action. "Service affecting" refers to a situation where the System is unable to function as intended, and no viable workaround is available. Severity Level 1 problems involve a system failure that renders the System inoperable or causes a substantial reduction in system performance across its key functionalities.	2 Hours	Remote/O n-Site
2	<b>Severely Impaired Functionality (loss of 30%- 50% of capacity):</b> "Feature affecting" refers to the loss of a feature that limits the user's ability to perform specific tasks, while core system functionality remains intact. Severity Level 2 problems involve the loss of non-critical functional components or features, while the System as a whole remains operational. Severity Level 2 typically involves a significant impact, such as a loss of more than 50% and up to 75% of system capacity or the loss of a major functionality (e.g., failure to deliver key system data or outputs).	4 Hours	Remote/O n-Site

<b>3</b>	<b>Non-critical system failure (loss of 30% or less of capacity):</b> Severity Level 3 problems may result in performance degradation or malfunction of certain components in the System. This severity level may involve the loss of functionality at a single workstation or position, while the rest of the System continues to operate as expected.	<b>8 Hours</b>	<b>Remote/O n-Site</b>
<b>4</b>	<b>Minor Issue:</b> This class of problems is non-service affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible workarounds available.	<b>1 business day</b>	<b>Remote/O n-Site</b>
<b>5</b>	<b>Inquiry:</b> Question on the operation of the equipment.	<b>2 business days</b>	<b>Remote</b>

Spares will be purchased and housed on-site at the System location.

Calls that are unable to be diagnosed remotely are evaluated on a case-by-case basis by Zetron to determine in its sole discretion if an on-site visit is required.

#### **FORCE MAJEURE**

Zetron can be excused under this SLA for causes beyond Zetron's reasonable control, including but not limited to, network failures for any network element not provided by Zetron, utility failure, environmental causes, any actions not attributable to Zetron that prevent calls from being presented, war, warlike operation, insurrection, terrorism, riot, fire, flood, explosion, accident, government act, acts of God, epidemic or quarantine, strikes, and any other general "force majeure" conditions.

#### **PERFORMANCE-BASED DISINCENTIVES**

In the event that Zetron does not meet the response times outlined in this SLA, the following actions will be undertaken as the PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY:

1. An after-action meeting will be scheduled to review the event and the circumstances that delayed response.
2. If the after-action meeting determines that Zetron was at fault for missing the SLA and if the Participant desires a service credit, the Participant must, within fifteen (15) days of the end of the calendar quarter in which the delayed response occurred, request a service credit by written notice against the next annual maintenance contract charges in accordance with the following requirements:
  - a. The first occurrence in a quarter does not result in a service credit.
  - b. The second and subsequent requests will have a service credit of 1.5% of the monthly maintenance amount up to a maximum of 3.5% of the monthly maintenance amount for any given quarter.

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## APPENDIX B – MAX Call Taking, Dispatch and FSA Product-Specific Terms and Conditions



### INTRODUCTION

This Appendix, attached and incorporated by reference into the Service Plan, sets forth the specific terms and conditions applicable solely to the MAX Call Taking, Dispatch and Fire Station Alerting (“FSA”) systems sold by Zetron. The terms contained herein are supplementary to and must be read in conjunction with the general terms and conditions of the Service Plan. In the event of any conflict or inconsistency between this Appendix and the base set of terms and conditions, the provisions of this Appendix shall govern solely with respect to the MAX Call Taking, Dispatch and FSA systems. All other terms of the Agreement remain in full force and effect. Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the Service Plan above.

### 9. ADVANCED PRODUCT UPDATES & NOTIFICATIONS

As part of the services provided under this Agreement, Participant will be placed on a premier mailing list to receive timely announcements and alerts regarding product updates, enhancements, and other relevant notifications. In addition, Participant will be granted access to a specialized database specific to MAX Call Taking, Dispatch and FSA Participants, where all the latest product updates, releases, and technical documentation will be made available. This ensures that Participant remains informed of any developments that may impact the use and functionality of the System.

### 10. SOFTWARE & FIRMWARE UPDATES

The Service Plan includes provision for minor releases, patches, and bug fixes for the MAX Call Taking, Dispatch and FSA systems at no additional charge. These updates are designed to maintain the functionality, security, and performance of the system.

### 11. WARRANTY ON ZETRON PROVIDED COMPONENTS

Zetron warrants that all Zetron provided components for the MAX Call Taking, Dispatch and FSA systems will be replaced, at no additional charge, if they fail to conform to their specified fit, form, and function within five (5) years from the date of installation, provided that the Service Plan remains fully paid up. All other warranty terms and conditions shall be governed by Zetron's then-current general Terms and Conditions.

### 12. ANNUAL FACTORY TECHNICAL TRAINING

As part of the Service Plan, Zetron shall provide the Participant with access to one annual training session, consisting of either maintenance or operations training, as determined by the System requirements. This training shall be delivered online and scheduled directly with Zetron at a time mutually agreed upon for the Participant's convenience. The content and format of the training shall be adapted to align with the specific system configuration and the evolving operational needs of the Participant and will

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be periodically updated to reflect ongoing system enhancements. This training service is non-transferable and not subject to credit or reimbursement for any unused or missed training sessions.

### **13. TECHNICAL REFRESH REQUIREMENTS**

For optimal performance and reliability, Zetron recommends a technical refresh to be conducted at 5 years from the go live date if the original System. The technical refresh shall include consumables like servers, PCs and monitors. For MAX Dispatch and FSA Participant MAX Centrals should also be included in the refresh. The cost of this hardware is not included with the Service Plan.

### **14. REPAIR TURNAROUND TIMES**

The repair turnaround times for Zetron manufactured components is 15 days. An expedited 3-day repair turnaround time can be purchased.

### **15. SOFTWARE VERSION SUPPORT**

Zetron will provide support for software that is within two (2) versions of the current release. For systems running versions older than this threshold, any identified issues will require an upgrade to a supported version in order to receive fixes or remediation.

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## APPENDIX B – LMR Product-Specific Terms and Conditions



### INTRODUCTION

This Appendix, attached and incorporated by reference into the Service Plan, sets forth the specific terms and conditions applicable solely to the Land Mobile Radio (“LMR”) System provided by Zetron. The terms contained herein are supplementary to and must be read in conjunction with the general terms and conditions of the Service Plan. In the event of any conflict or inconsistency between this Appendix and the base set of terms and conditions, the provisions of this Appendix shall govern solely with respect to the LMR system. All other terms of the Service Plan remain in full force and effect. Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the Service Plan above.

### 9. SETUP & CONFIGURATION ASSISTANCE

Zetron shall provide Setup and Configuration Assistance for the expansion or upgrade of the existing LMR System. This service includes the reconfiguration and integration of additional system components to ensure their compatibility and proper operation with the existing system infrastructure. This assistance is limited to a one-time occurrence during the term of the Service Plan and does not cover additional terms or extensions unless expressly agreed in writing. Any further configuration services will require a separate agreement or amendment. It is also noted that a system upgrade under this provision is distinct from the hardware refresh recommended at the five-year mark, which is necessary to maintain hardware reliability and optimal system performance.

### 10. ADVANCED PRODUCT UPDATES & NOTIFICATIONS

As part of the services provided under this Agreement, Participant will be placed on a premier mailing list to receive timely announcements and alerts regarding product updates, enhancements, and other relevant notifications. In addition, Participant will be granted access to a specialized database specific to LMR Participants, where all the latest product updates, releases, and technical documentation will be made available. This ensures that Participant remains informed of any developments that may impact the use and functionality of the System.

### 11. SOFTWARE & FIRMWARE UPDATES

The Service Plan includes provision for minor releases, patches, and bug fixes for the LMR System at no additional charge. These updates are designed to maintain the functionality, security, and performance of the System.

### 12. WARRANTY ON ZETRON-MANUFACTURED COMPONENTS

Zetron warrants that all Zetron-manufactured components for the LMR System will be replaced, at no additional charge, if they fail to conform to their specified fit, form, and function within five (5) years from the date of installation, provided that the Service Plan remains fully paid up. All other warranty terms and conditions shall be governed by Zetron's general Terms and Conditions.

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Third-party items such as hardware, services, or products that are sourced as part of a complete system design shall not be covered under any extended warranty for any such third-party items, unless additional coverage for such items is purchased.

### **13. ANNUAL FACTORY TECHNICAL TRAINING**

As part of the Service Plan, Zetron shall provide access to one annual training session, consisting of either maintenance or operations training, as determined by the System's requirements. This training shall be delivered online and scheduled directly with Zetron at a time mutually agreed upon. The content and format of the training shall be adapted to align with the specific system configuration and the evolving operational needs of the System and will be periodically updated to reflect ongoing system enhancements. This training service is non-transferable and not subject to credit or reimbursement for any unused or missed training sessions.

### **14. TECHNICAL REFRESH REQUIREMENTS**

For optimal performance and reliability, Zetron recommends the following refresh cycles for equipment used in public safety operations: MT Chassis and modules, Cascade Chassis and modules, and industrial networking components should each undergo a technical refresh every ten (10) years. Core radio system equipment should be refreshed every seven (7) years. These recommendations ensure the continued operability and alignment with evolving industry standards and public safety requirements.

### **15. REPAIR TURNAROUND TIMES**

The following repair turnaround times are recommended to ensure minimal disruption to operations: Repairs for MT Chassis and modules shall be completed within thirty (30) days. Although no formal repair process has been established for Cascade Chassis and modules, they should follow the same thirty (30) day turnaround time as the MT components. Amplifiers are also subject to a thirty (30) day repair timeframe.

### **16. SOFTWARE VERSION SUPPORT**

Zetron will provide support for software that is within one (1) version of the current release. For systems running versions older than this threshold, any identified issues will require an upgrade to a supported version in order to receive fixes or remediation.

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## APPENDIX B – ACOM Product-Specific Terms and Conditions



### INTRODUCTION

This Appendix, attached and incorporated by reference into the Service Plan, sets forth the specific terms and conditions applicable solely to the ACOM System provided by Zetron. The terms contained herein are supplementary to and must be read in conjunction with the general terms and conditions of the Service Plan. In the event of any conflict or inconsistency between this Appendix and the base set of terms and conditions, the provisions of this Appendix shall govern solely with respect to the ACOM System. All other terms of the Agreement remain in full force and effect. Unless otherwise defined herein, capitalized terms used in this Appendix shall have the same meaning as set forth in the Service Plan above.

### 9. ADVANCED PRODUCT UPDATES & NOTIFICATIONS

As part of the services provided under this Agreement, Participant will be placed on a premier mailing list to receive timely announcements and alerts regarding product updates, enhancements, and other relevant notifications. In addition, Participant will be granted access to a specialized database specific to ACOM Participants, where all the latest product updates, releases, and technical documentation will be made available. This ensures that Participant remains informed of any developments that may impact the use and functionality of the system.

### 10. SOFTWARE & FIRMWARE UPDATES

The Service Plan includes provision for releases, patches, bug fixes and unlicensed features for the ACOM System at no additional charge. These updates are designed to maintain the functionality, security, and performance of the system.

### 11. WARRANTY ON ZETRON PROVIDED COMPONENTS

Zetron warrants that all Zetron provided components for the ACOM System will be replaced, at no additional charge, if they fail to conform to their specified fit, form, and function within five (5) years from the date of installation, provided that the Service Plan remains fully paid up. All other warranty terms and conditions shall be governed by Zetron's general Terms and Conditions.

### 12. TECHNICAL REFRESH REQUIREMENTS

For optimal performance and reliability, Zetron recommends a technical refresh to be conducted at five (5) years from the go live date of the original system. The technical refresh shall include consumables like servers, PCs and monitors. The cost of this hardware is not included with the Service Plan.

### 13. REPAIR TURNAROUND TIMES

Zetron will provide replacements for failed Zetron manufactured components within five (5) days of diagnosis of the failed component.

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## **14. SOFTWARE VERSION SUPPORT**

Zetron will provide support for software that is within two (2) versions of the current release for ACOM NOVUS. For ACOM NOVUS systems running versions older than this threshold, any identified issues will require an upgrade to a supported version in order to receive fixes or remediation. For ACOM EVO systems Zetron will provide support for ASB45, for systems running versions older than this, any identified issues will require an upgrade to the supported version in order to receive fixes or remediation.

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**APPENDIX C – Quote No. XXXXX**



**Grand Traverse Mobile Communications, Inc.**  
**1670 Barlow Street, Ste 1, Traverse City, Michigan 49686**  
**Phone: 231-947-9851 Fax: 231-947-9077**  
**Web: www.fireradios.com Email: sales@fireradios.com**

11/19/2025

Travis Baker  
 911 Director  
 Wexford County 911



**Budgetary Quotation for 5-Year Equipment Refresh for Zetron Radio Dispatch Console**

**Console Position Equipment**

Item	Qty.	Model Number	Description	LIST	Net	Total
1	3	905-1337	Zetron Max Dispatch Workstation PC		\$ 2,981.00	\$ 8,943.00
2	3	901-9691	Zetron Media Dock XS	\$ 4,646.00	\$ 4,181.40	\$ 12,544.20
3	3	416-0012	Zetron AC Power Cord	\$ 30.00	\$ 27.00	\$ 81.00
4	1	950-1077	Zetron Headset Jack Box (Training Position)	\$ 1,153.00	\$ 1,037.70	\$ 1,037.70
5	3	802-0692	Zetron Power Supply	\$ 88.00	\$ 79.20	\$ 237.60
7	1	MISC	Misc Install Supplies (Wire Ties, Patch Cables, etc...)		\$ 150.00	\$ 150.00
8	1	LABOR	Installation of Equipment		\$ 2,250.00	\$ 2,250.00
<b>Total Equipment Price</b>						<b>\$ 25,243.50</b>

**Back Room Equipment (New Control Stations)**

Item	Qty.	Model Number	Description	Net	Total	
1	2	901-9740	Zetron Max Central	\$ 5,376.00	\$ 4,838.40	\$ 9,676.80
2	8	8323000004	Kenwood AES Encryption Licenses		\$ 360.00	\$ 2,880.00
3	8	PROGRAM	Program Console Radios with new template and AES		\$ 100.00	\$ 800.00
2	1	MISC	Misc Install Supplies (Wire Ties, Patch Cables, Grounding, etc...)		\$ 100.00	\$ 100.00
3	1	LABOR	Installation of Equipment and Complete System Configuration		\$ 1,250.00	\$ 1,250.00
<b>Total Back Room Equipment</b>					<b>\$ 14,706.80</b>	

**Professional Services and Expenses**

Item	Qty.	Model Number	Description	Net	Total	
1	1	GTMC-LABOR	Final Installation and Configuration of Console by GT Mobile		\$ 2,250.00	\$ 2,250.00
2	1	XMP-0344-EBS-1	Zetron Connected Care Year 1	\$ 8,100.00	\$ 7,290.00	\$ 7,290.00
7	1	XMP-0344-RCA	Zetron Remote Configuration Service		\$ 2,250.00	\$ 2,250.00
<b>Total Options, Accessories &amp; Spares</b>					<b>\$ 11,790.00</b>	

**Dispatch Total Up Front Project Cost \$ 51,740.30**

**Zetron Connected Care Years 2-5 (Paid Annually)**

Item	Qty.	Model Number	Description	Net	Total	
1	1	XMP-0344-EBS-1	Zetron Connected Care Year 2	\$ 10,100.00	\$ 9,090.00	\$ 9,090.00
2	1	XMP-0344-EBS-1	Zetron Connected Care Year 3	\$ 12,200.00	\$ 10,980.00	\$ 10,980.00
3	1	XMP-0344-EBS-1	Zetron Connected Care Year 4	\$ 14,300.00	\$ 12,870.00	\$ 12,870.00
4	1	XMP-0344-EBS-1	Zetron Connected Care Year 5	\$ 15,500.00	\$ 13,950.00	\$ 13,950.00

\*Please Note: Purchase order will need to be for full 5-year span (\$98,630.30). However, years 2-5 will be billed annually and only \$51,740.30 is due at time of PO.

Quote By: Neil Pickard  
 Quote Valid: 30 Days

# Zetron Connected Care

## Coverage Overview for Sales Reps

Zetron Connected Care is designed to deliver ongoing support, peace of mind and system reliability for customers in mission critical environments. It includes two tiers of coverage: the Base Service Plan and the Extended Service Plan.

### Base Service Plan (Included with Every System)

Every Zetron system purchase comes with one year of the Base Service Plan at no extra cost.

Category	Details
<b>Hardware Warranty</b>	Repair and replacement for hardware defects (10-day turnaround/ Zetron covers return shipping)
<b>Advance Hardware Replacement</b>	Immediate replacement shipping with in-factory diagnosis (for the life of the plan)
<b>Software Warranty</b>	Bug fixes, patch alerts and support for licensed software
<b>Software Maintenance &amp; Upgrades</b>	Includes Service packs and upgrades (includes enhancements and new features)
<b>Technical Phone Support</b>	Tier one support during business hours (6 a.m. - 5 p.m. PST); Live Tier two technical support 24/7
<b>After-Hours Support</b>	Emergency response for critical issues or planned upgrades outside normal hours
<b>Operator Web Training</b>	Two four-hour live online sessions included
<b>Cybersecurity</b>	One free year of MAX One Cyber Core Plan

### Key Phrases That Work for Sales Representatives

- "With Zetron Connected Care, your system stays current, covered and connected."
- "It's not just about fixing problems- t's about being ready if something does come up."
- "Zetron Connected Care gives you extra support, adding Zetron's expertise in addition to what you are getting from your local team."

**Contact your Channel Account Manager for more information.**

## Extended Service Plan (Optional Add-On)

Available in yearly increments or as a discounted **four-year bundle** to extend total coverage up to five years.

### Extended Coverage

Category	Details
<b>Hardware Warranty Extension</b>	Continues hardware defect coverage
<b>Software Support Extension</b>	Ongoing access to updates, patches and version tracking
<b>Technical Support</b>	Continued phone-based support during and after business hours
<b>Optional On-Site Services</b>	Custom-quoted for training, system configuration and post cutover support
<b>MAX Solutions User Group</b>	For MAX customers: direct access to webinars, roadmaps and peer learning
<b>System Refresh</b>	For existing Connected Care plans, additional discounts might be available for five-year system refreshes

**Note:** After five years, only software can be covered. Hardware support requires a system refresh, quoted by a Zetron Sales Engineer.

### How to Position ZCC with Customers

- **Set the Standard** - Present Zetron Connected Care as a critical part of the solution
- **Focus on Risk Reduction** - Highlight proactive support, faster resolution and cost control
- **Normalize it** - Assume five years with every proposal. Work with the customer on their needs
- **Clarify the Roles** - Zetron provides manufacturer-level expertise and long-term support while local vendors handle day-to-day items

Contact your Channel Account Manager  
for more information.