TYRONE TOWNSHIP REGULAR BOARD MEETING AGENDA DECEMBER 19, 2023 - 7:00 P.M. (810) 629-8631

CALL TO ORDER – PLEDGE OF ALLEGIANCE – 7:00 P.M.

ROLL CALL

APPROVAL OF AGENDA – OR CHANGES

APPROVAL OF CONSENT AGENDA

- 1. Regular Board Meeting Minutes November 21, 2023
- 2. Treasurer's Report November 30, 2023
- 3. Clerk's Warrants and Bills December 14, 2023

COMMUNICATION

- 1. Livingston County Sheriff Report November 30, 2023
- 2. Hartland Senior Center Annual Report 2023

PUBLIC REMARKS

UNFINISHED BUSINESS

NEW BUSINESS

- 1. Sewer REU discussion.
- 2. Approval of wage increase for election inspectors.
- 3. Proposals for historic town house electrical plans.
- 4. IT service bids.

MISCELLANEOUS BUSINESS

PUBLIC REMARKS

CLOSED SESSION- to consider material exempt from discussion or disclosure by statute under MCL 15.268(h), specifically identified as an attorney-client privileged written legal opinion.

ADJOURNMENT

* * * * * * * * * * * * * * * * *

Supervisor Mike Cunningham Clerk Pam Moughler

Please note: Anyone wishing to address the Township Board may do so during Public Remarks. The Tyrone Township Board of Trustees has established a policy limiting the time a person may address the Township Board at a regular or at a special meeting during the Public Remarks section of the agenda to three minutes. The Board reserves the right to place an issue under the New Business section of the agenda if additional discussion is warranted or to respond later either verbally or in writing through an appropriately appointed Township Official. Individuals with disabilities requiring auxiliary aids or services should contact the Tyrone Township Clerk at (810) 629-8631 at least seven days prior to the meeting.

CONSENT AGENDA

- Regular Board Meeting Minutes November 21, 2023
- 2. Treasurer's Report November 30, 2023
- 3. Clerk's Warrants and Bills December 14, 2023

CALL TO ORDER

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on November 21, 2023 at 7:01 p.m. at the Tyrone Township Hall.

ROLL CALL

Present: Supervisor Mike Cunningham, Clerk Pam Moughler, Treasurer Jennifer Eden, Trustees Herman Ferguson, Kurt Schulze, and David Walker. Absent: Trustee Zach Tucker.

APPROVAL OF AGENDA – OR CHANGES

Treasurer Eden moved to amend the agenda to include a Resolution of Opposition to Legislation to Preempt Local Contral of Solar Facilities. Supervisor Cunningham denied the request.

Trustee Schulze moved to approve the agenda as presented; no support was given.

Trustee Walker requested the Chair reconsider the request to add the resolution. Discussion ensued. The Supervisor agreed to add the resolution.

Trustee Walker moved to amend the agenda with the addition of the Resolution of Opposition to Legislation to Preempt Local Control of Energy Facilities as amended to include utility-scale renewable energy facilities, including wind and battery, as well as solar. (Trustee Ferguson seconded.) The motion carried; all ayes.

The amendment as follows:

Added: Resolution in Opposition to Legislation to Preempt Local Control of Utility-Scale Renewable Energy Facilities.

APPROVAL OF CONSENT AGENDA

Regular Board Meeting Minutes – October 17, 2023 Treasurer's Report – October 31, 2023 Clerk's Warrants and Bills – November 15, 2023

Trustee Walker moved to approve the consent agenda as presented. (Trustee Ferguson seconded.) The motion carried; all ayes.

COMMUNICATIONS

1. Livingston County Sheriff Report – October 31, 2023

Trustee Walker moved to receive and place on file Communication #1 as presented. (Treasurer Eden seconded.) The motion carried; all ayes.

PUBLIC REMARKS

Residents made general comments.

UNFINISHED BUSINESS

None.

NEW BUSINESS

1. DMN Shared Private Driveway Modified Turnaround.

Trustee Schulze moved to approve the modified site plan of the DMN Shared Private Driveway with the conditions the maintenance of the retaining wall be included in the road maintenance agreement and that no-parking signs will be posted in the cul-de-sac as recommended by the fire chief. (Supervisor Cunningham seconded.) The motion carried; all ayes.

2. Request to sign engagement letter with solar legal specialist Foster Swift.

Trustee Ferguson moved to authorize Supervisor Cunningham to sign the engagement letter with legal specialist Foster Swift to advise on solar laws. (Trustee Schulze seconded.) The motion carried; all ayes.

3. Tyrone Four Consent Judgment.

Trustee Schulze moved to approve the Tyrone Four Consent Judgment as presented. (Trustee Ferguson seconded.) The motion carried; all ayes.

4. Request to RFP for IT services.

Trustee Walker moved to authorize Supervisor Cunningham to request proposals for IT services using the provided RFP as presented. (Trustee Ferguson seconded.) The motion carried; all ayes.

5. Resolution to Authorize Negotiating for Summer Tax Collection with Schools.

RESOLUTION #231101 TYRONE TOWNSHIP, LIVINGSTON COUNTY

TO AUTHORIZE NEGOTIATING FOR SUMMER TAX COLLECTION WITH SCHOOLS

WHEREAS, Act 333, Public Acts of Michigan, 1982, provides that townships may negotiate the collection of summer property taxes upon request of the local school districts; and

WHEREAS, in previous years school districts within the boundaries of Tyrone Township have requested one-half or all of the tax levy;

WHEREAS, school districts within the boundaries of Tyrone Township have indicated they will request one-half or all of the 2024 tax levy, including debt services; and

WHEREAS, the 2024 summer property tax collection shall not be an additional expense to Tyrone Township;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The negotiations for the collection of the 2024 summer school tax, as certified by school districts within Tyrone Township, are authorized.

2. The Supervisor, Mike Cunningham, and Treasurer, Jennifer Eden, are authorized and directed to negotiate on behalf of Tyrone Township.

3. These taxes will be levied commencing July 1, 2024.

4. Should an agreement not be determined to cover reasonable expenses, Tyrone Township will not be responsible for the collection of the above tax.

RESOLVED BY: Trustee Walker SUPPORTED BY: Trustee Ferguson

VOTE: Walker, yes; Schulze, yes; Ferguson, yes; Cunningham, yes; Eden, yes; Moughler, yes; Tucker, absent.

ADOPTION DATE: November 21, 2023

CERTIFICATION OF THE CLERK

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on November 21, 2023, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Hanela Moughler

Pamela Moughler Township Clerk

6. Resolution to establish the early voting location.

RESOLUTION #231102 TYRONE TOWNSHIP, LIVINGSTON COUNTY

RESOLUTION ESTABLISHING EARLY VOTING PRECINCT

WHEREAS, the voters of the State of Michigan, on November 8, 2022, approved the passage of Proposal 22-2, which in part, entitles registered voters to vote in every State and Federal election in person at an Early Voting site prior to election day; and

WHEREAS, Proposal 22-2 requires the Early Voting sites must be open for nine (9) consecutive days beginning on the second Saturday before the election and ending on the Sunday before the election, for at least eight hours each day; and

NOW, THEREFORE, BE IT RESOLVED that the Tyrone Township Early Voting Precinct is established and will be located at the Tyrone Township Hall, located at 8420 Runyan Lake Rd., Fenton, MI and the Early Voting Precinct for State and Federal Elections will be open for nine (9) consecutive days as required by statute.

RESOLVED BY: Trustee Schulze SECONDED BY: Trustee Ferguson

VOTE: Eden, yes; Cunningham, yes; Ferguson, yes; Walker, yes; Schulze, yes; Moughler, yes; Tucker, absent.

ADOPTION DATE: November 21, 2023

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The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on November 21, 2023, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Panela Moughler

Pamela Moughler Township Clerk

7. Approval of 2024 sewer rates.

Trustee Walker moved to approve the 2024 sewer rates as presented. (Trustee Ferguson seconded.) The motion carried; all ayes.

8. Resolution in Opposition to Legislation to Preempt Local Control of Utility-Scale Renewable Energy Facilities.

RESOLUTION #231103 TYRONE TOWNSHIP, LIVINGSTON COUNTY

OPPOSITION TO LEGISLATION TO PREEMPT LOCAL CONTROL OF UTILITY-SCALE RENEWABLE ENERGY FACILITIES

WHEREAS Executive Directive 2020-10 proposes to achieve 100% carbon neutrality in the state by 2050; and

WHEREAS, to meet the energy goals and to expand renewable energy projects in Michigan, Gov. Whitmer has proposed the Michigan Public Service Commission be the sole authority for the siting and permitting of utility-scale renewable projects to include but not limited to solar, wind, and battery storage, allowing these projects to be expedited; and

WHEREAS, by transferring this sole authority to the Michigan Public Service Commission, local authority will be preempted; and

WHEREAS, a township would be unable to determine the number, location, size, setback requirements, site plan approval, fire protection and emergency plan, volume levels, construction traffic routes, decommissioning plan or any other criteria for such solar, wind or large-scale battery facilities; and

WHEREAS, a township ordinance, rule, policy or requirement currently in place for solar, wind and large-scale solar facilities would be null and void; and

WHEREAS, all other energy facilities regulated by Michigan Public Service Commission must adhere to local zoning requirements; and

WHEREAS, Tyrone Township opposes the legislation passed by the House and Senate that eliminates local zoning authority on the siting and permitting of said facilities that will be located in those communities for 20-50 years;

THEREFORE, BE IT RESOLVED that Tyrone Township opposes legislation that would preempt local control in the siting and permitting of large-scale renewable energy facilities including solar, wind, and large-scale battery storage facilities.

RESOLVED BY: Supervisor Cunningham SECONDED BY: Trustee Walker

VOTE: Eden, yes; Walker, yes; Ferguson, yes; Cunningham, yes; Schulze, yes; Moughler, yes; Tucker, absent.

ADOPTION DATE: November 21, 2023

CERTIFICATION OF THE CLERK

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on November 21, 2023, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

Amela Moughler

Pamela Moughler Township Clerk

MISCELLANEOUS BUSINESS None.

PUBLIC REMARKS

Residents made general comments.

<u>CLOSED SESSION</u> To discuss written correspondence from attorney.

RESOLUTION #231104 TYRONE TOWNSHIP, LIVINGSTON COUNTY

CLOSED SESSION

Supervisor Cunningham announced Tyrone Township Trustees would meet in closed session per Sect. 8.1.H of the Open Meetings Act and 13.1.G of the Freedom of Information Act to consult with the attorney regarding legal written opinion.

Trustee Schulze resolved to go into closed session. (Trustee Walker seconded.)

Roll call: Cunningham, yes; Walker, yes; Ferguson, yes; Eden, yes; Schulze, yes; Moughler, yes; Tucker, absent.

The board convened in closed session at 8:00 p.m.

* * * * *Closed Session Minutes* * * *

The board reconvened in open session at 9:00 p.m.

ADJOURNMENT

Trustee Schulze moved to adjourn. (Trustee Ferguson seconded.) The motion carried; all ayes. The meeting adjourned at 9:00 p.m.

			Period er	nding Nov	ember, 2023					
TOWNSHIP FUNDS	Interest Ckg	IN	IVESTMENTS ICS	Int Rate	MICHIGAN CLASS	Int Rate Monthly AVG.	FLG PEG CD matures 8/9/23	Int rate	Gra	and Totals Each Fund
General 101	\$696,407.92	\$	5,334,332.42	2.99%					\$	6,030,740.34
Tech Fund 141	\$51,781.85	\$	5,000.00	2.99%						\$56,781.85
Building & Site 145	\$133,084.17	\$	107,500.00	2.99%						\$240,584.17
Parks/Recreation 208	\$5,934.23			0.40%						\$5,934.23
Liquor Control 212				0.40%						\$0.00
Road 245	\$24,447.78	\$	194,224.80	2.22%	\$279,387.35	4.85%			\$	498,059.93
Revolving 246	\$24,966.26	\$	97,500.00	0.40%	\$205,239.98	4.85%			\$	327,706.24
Right of Way 259	\$45,899.08			0.40%						\$45,899.08
Peg 274	\$243,612.60						\$ 200,213.75	2.70%	,	\$443,826.35
Lk Tyrone Grant 281				0.40%						\$0.00
Special Assessments										
Jayne Hill Lts 218	\$551.75			0.40%						\$551.75
Walnut Shores Lts 219	\$680.14			0.40%						\$680.14
Shannon Glen Rubbish 225	\$2,840.56									\$2,840.56
Jayne Hill Rubbish Removal 226	\$9,425.30			0.40%						\$9,425.30
Apple Orchard Rubbish Removal 230	\$2,707.54			0.1070						\$2,707.54
Great Oaks Dr 232	\$11,709.16			0.40%						\$11,709.16
Laural Springs Rubbish removal 233	\$4,277.00			0.1070						\$4,277.00
Silver Lake Rubbish Removal 234	\$5,061.28									\$5,061.28
Parkin Lane Snow 238	\$15,286.64			0.40%						\$15,286.64
Account Totals		\$	E 700 EE7 00	0.4078	\$484,627.33		\$ 200,213.75		\$	
	\$1,278,673.26		5,738,557.22		\$404,027.33		\$ 200,213.75		- · · · · · · · · · · · · · · · · · · ·	7,702,071.56
Health Flex Spending 101			he State Bank	0.000/					-	alth Flex Total
FSA Account (\$10K Loan to Open)		\$	13,273.24	0.00%					\$ \$	13,273.24
									Ф	13,273.24
Dublis October 205	1	1							D. I	I'm On faith Tartal
Public Safety- 205										olic Safety Total
Public Safety 205 - State Bank checki	-	\$	146,536.71	0.40%					\$	146,536.71
Public Safety 205- State Bank Savings	6	\$	6,417.88	3.04%					\$	6,417.88
Public Safety 205 - First Merchant		\$	206,074.02	0.16%					\$	206,074.02
Public Safety ICS- 205 State Bank		\$	801,094.71	2.22%					\$	801,094.71
									\$	1,160,123.32
	-	1								
SEWER O&M CHECKING ACCT- 590			Flagstar							wer O&M Total
Sewer Operation and Maintenance CK	. ,	\$	331,134.01	0.95%					\$	331,134.01
Sewer Operation and Maintenance SV		\$	5,118.88	3.75%					\$	5,118.88
CIBC- O&M CD(matures 8/8/24)(6337)	\$	167,643.23	2.55%					\$	167,643.23
Flagstar O&M CDARS (matures 8/8/20	024)(6719)	\$	148,011.30	4.93%					\$	148,011.30
Flagstar CD O&M (matures 8/12/2024	4)(4710)	\$	150,673.14	2.70%					\$	150,673.14
									\$	802,580.56
TYRONE TOWNSHIP SEWER 2003-	599	F	lagstar/CIBC						Tyror	ne Sewer 03 Total
Debt Service 599 Flagstar Bank		\$	670,941.65	1.0%					\$	670,941.65
Flagstar CDARS 2003 (matures 4/18/2	2024)(2241)	\$	552,742.01	0.80%					\$	552,742.01
	1024)(2241)	Ψ	352,742.01	0.0070					Ψ	332,742.01
CIBC CD 2003 (matures 3/28/24)(855	1)	\$	1,040,277.59	4.15%					\$	1,040,277.59
Flagstar CDARS 2003 Fund Matures 3/14/	/2024(1142)	\$	475,355.94	4.57%					\$	475,355.94
									\$	2,739,317.19
TRUST & AGENCY- 701			Chase						Trust	t & Agency Total
Township Trust and Agency 701 Savin	ngs	\$	1,515.36	0.05%					\$	1,515.36
Township Trust and Agency 701 Chec	king	\$	33,870.16	0.00%					\$	33,870.16
									\$	35,385.52
Road Improvements-		1	Flagstar						Road	Improvement Tota
Parkin Lane Rd 2010 (858)		\$	36,838.44	0.95%					\$	36,838.44
Lake Shannon 2018 (863)		э \$	276,126.42	0.95%					э \$	276,126.42
· ,		ъ \$								
Laurel springs (864)			47,351.22	0.95%					\$ ¢	47,351.22
Irish Hills (865)	24) 1515	\$ ¢	202,334.72	0.95%					\$ ¢	202,334.72
CIBC- Parkin Lane CD(matures 8/8/20	124) 1315	\$	100,919.45	2.55%					\$	100,919.45
									\$	663,570.25
										E 444.050.05
									\$	5,414,250.08
					Total Township Mo	nies			\$	13,116,321.64

12/14/2023 11:24 AMCHECK REGISTER FOR TYRONE TOWNSHIPPage: 1/3User: TMEDORCHECK DATE FROM 10/31/2023 - 12/14/2023DB: Tyrone

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14/223 001 2376 CANLISL/WORMAR ASSOCIATES, INC 1, 990.50 14/203 001 2376 CONSUMES EVERCY 200.50 14/203 001 2376 HARTIAND AREA CHAMBER OF COMMERCE 250.00 14/203 001 2376 HARTIAND AREA CHAMBER OF COMMERCE 250.00 14/203 001 23770 STALLES ADVANTAGE 402.50 14/203 001 23771 STALE OF MICHIGAN - EGLE 171.92 14/203 001 23773 STALES ADVANTAGE 200.00 14/203 001 23773 STALES ADVANTAGE 200.00 14/203 001 23773 STALES ADVANTAGE 200.00 14/203 001 23774 STALE OF MICHIGAN - EGLE 721.50 14/203 001 23774 MINITENANCE, LLC 560.00 14/203 001 23778 LABASI ACCOUNTING, LLC 9 MICHIGAN 10, 64.91 14/203 001 23778 MINITENANCE 7000 MICHIGAN 40.00 14/203 001 23778 MINITENANCE 7000 MICHIGAN 7000 MICHIGAN 70.00 14/203 001 23780 PITNEY MOMES HARK RESERVE ACCOUNT 56,100.00 12/203 001 23780 PITNEY MOMES HARK THE MISSION COUNTY TREASURE 40.00 28/2033 001 23780 PITNEY MOMES HARK THE MISSION COUNTY TREASURE 40.00 28/2033 001 23780 PITNEY HOMES MICHIGE 11,877.00 28/2033 001 23780 PITNEY HOMES MICHIGE 11,877.00 28/2033 001 23780 PITNEY HOMES MICHIGE 11,877.00 28/2033 001 23780 PITNEY HOMES MICHIGE 12,26.00 28/2033 001 23780 PITNEY HOMES MICHIGE 12,26.00 28/2033 001 23780 PITNEY HARK MINITALL STALE 200.00 28/2033 001 23780 PITNEY HARK MINITAL 200.00 27/2033 001 23780 PITNEY MINITAL 200.00 27/2033 001 23780 PITNEY MINITAL 200.00 27/2033 001 23780 PITNEY MINITAL 200.00 27/2033 001 2380 PITNEY HARK MINITAL 200.00 27/2033 001 2380 PITNEY HARK PITNEY PITNEY COMPANY 200.	1/01/2023				
14/2023 001 23765 CONSUMENS PRENEY 265.29 14/2023 001 23767 TVS CORM, INC. 125.00 14/2023 001 23768 RCI 1,912.12 14/2023 001 23776 RUNST MINITERINCE, LLC 1,912.12 14/2023 001 23777 SUMST MINITERINCE, LLC 2,650.00 14/2023 001 23776 HULE CONSTRUCT 2,650.00 12/2023 001 23777 CHARTEN CONTINUES NEEDED OF MICHIGAN 1,600.00 12/2023 001 23776 HULE CONSTRUCT 2,650.00 12/2023 001 23778 LIVINGEN CONTINT TRANSPERS GROUP 1,000.00 12/2023 001 23780 FINNEY ROWES BANK RESERVE ACCOUNT 6,000.00 12/2023 001 23784 RICOLUSA INC 1,000.00 12/2023 001 23785 DUNCIES NEESTOR ACCOUNT 1,000.00 12/2023 001 23784					
14/2023 001 23766 HANCLARD AREA CHAMBER OF COMMERCE 255.00 14/2023 001 23766 KCI 1,912.32 14/2023 001 23768 KCI 1,912.32 14/2023 001 23779 BUDGE MARKER 402.63 14/2023 001 23771 SUNSET MAINTERACE 402.63 14/2023 001 23773 SUNSET MAINTERACE, LLC 500.00 14/2023 001 23775 XASKI ACCOUNTING, LLC 500.00 14/2023 001 23775 XASKI ACCOUNTING, LLC 7,650.00 14/2023 001 23776 HUDE COMMERCE MARKER GROUP 721.50 12/2023 001 23776 HUDE COMMERCE MAINTERT COMMERT 10,677.69 12/2023 001 23776 HUDE COMMERCE MAINTERT COMMERT 10,677.69 12/2023 001 23781 MCCONN, OWERON 1,600.00 73 21/2023 001 23781 AFLAC 104.612 106.00 21/2023 001 23781 AFLAC 1,048.12 106.23 21/2023 001 23781 AFLAC 1,048.12 10.63 21/2023 001 23781 MCCONN, OWERON 1,050.00					
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14/2023 001 23769 RICON USA, INC. 402.63 14/2023 001 23771 STATE OF MICHTGAN - ECLE 171.92 14/2023 001 23773 VIEW NERGEARES GROUP 721.50 14/2023 001 23773 VIEW NERGEARES GROUP 721.50 14/2023 001 23774 VIEW NERGEARES GROUP 721.50 14/2023 001 23774 VIEW NERGEARES GROUP 721.50 14/2023 001 23776 LIVINGSTON COUNTING, LLC 726.50 21/2023 001 23776 LIVINGSTON COUNTING, LLC 726.50 21/2023 001 23776 PITNEY BORES COEAL 10.60 21/2023 001 23760 PITNEY BORES COEAL 196.23 21/2023 001 23762 RICON USA INC 196.23 21/2023 001 23763 ALLAC 196.48 22/2023 001 23764 CONSUMERS ENERGY 408.13 22/2023 001 23765 RICON USA INC 190.24 22/2023 001 23765 PUTNON REGIONAL CLAMESE OF COMPANIC 1,90.74 22/2023 001 23765 PUTNON REGIONAL CLAMESE OF COMPANIC 1,90.74 22/2023					
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14/2023 001 23772 SUNSET MAINTENANCE, LLC 560.00 14/2023 001 23774 VUCA INSTITUTIONAL TRUST COMPANY 280.00 14/2023 001 23774 VUCA INSTITUTIONAL TRUST COMPANY 280.00 21/2023 001 23776 ELUE CROSS BLUE SHIELD OF MICHIGAN 10,677.99 21/2023 001 23777 CHARTER COMMUNCATIONS 266.91 21/2023 001 23778 LIVINGSTON COUNTY TRASQUER 46.03 21/2023 001 23781 PICTURE DOMES CANN RESERVE ACCOUNT 6.100.00 21/2023 001 23781 PICTURE DOMES CANN RESERVE ACCOUNT 6.100.00 21/2023 001 23784 PICTURE DOMES CANN RESERVE ACCOUNT 6.00.00 22/2023 001 23785 DOUGIL'S DISPOSAL & RECYCLING 4.640.00 22/2023 001 23786 FENTON REGIONAL CHANGEN RECYCLING 4.640.00 22/2023 001 23786 DOUGIL'S DISPOSAL & RECYCLING 1.625.00 22/2023 001 23786 RACHICAN, THALL, SEEDER, KAUMANN 1.990.24 22/2023 001 23786 RACHICAN, THALL, SEEDER, KAUMANN 1.990.24 22/2023 001 23791 RAMILION'S PROPANA 651.60 </td <td>1/14/2023</td> <td></td> <td></td> <td></td> <td></td>	1/14/2023				
14/2023 001 23773 VIEW NEWSPAPER GROUP 721.50 14/2023 001 23775 EASKI ACCOUNTING, LLC 2,650.00 14/2023 001 23776 ELUE CONSTILLE 2,650.00 21/2023 001 23777 CHARTSR COMMUNICATIONS 266.01 21/2023 001 23773 CHARTSR COMMUNICATIONS 266.01 21/2023 001 23773 CHARTSR COMMUNICATIONS 266.01 21/2023 001 23773 MCGINN, CARENON 1,650.00 21/2023 001 23781 PITHER POMES BANK RESERVE ACCOUNT 6,00.00 21/2023 001 23784 RICON USA INC 196.23 21/2023 001 23786 PENTON REGIONAL CHARER OF COMMENCE 108.00 22/2023 001 23786 PENTON REGIONAL CHARER OF COMMENCE 108.00 22/2023 001 23796 CHARER CARD SERVICE 132.66 06/2023 001 23790 CDUGINS INSTONCOUNTY TREASURER 139.02 06/2023 001 23791 CARDERVICE 13.65 06/2023 001 23792 HANTLOW'S PROPAME 13.65 06/2023 001 23793 HARTES CUNTON CONTY TREASURER 22.55 <td>1/14/2023</td> <td>001</td> <td>23771</td> <td>STATE OF MICHIGAN - EGLE</td> <td>171.92</td>	1/14/2023	001	23771	STATE OF MICHIGAN - EGLE	171.92
14/2023 001 23774 VOYA INSTITUTIONAL TRUST COMPANY 280.00 14/2023 001 23775 EASK ACCOUNTING, LLC 2,650.00 21/2023 001 23776 BLUE CROSS BLUE SHEED OF MICHEGAN 10,677.89 21/2023 001 23777 CHARKER COMMUNCATIONS 266.91 21/2023 001 23778 LIVINGSTON COUNTY TREASURER 465.09 21/2023 001 23780 PITMEN BOKES BANK RESERVE ACCOUNT 6,100.00 21/2023 001 23786 PITMEN BOKES GLOBAL 190.23 21/2023 001 23786 ALLC 196.26 22/2023 001 23786 CONSUMERS BANK RESERVE ACCOUNT 408.03 22/2023 001 23786 FENTOR REGIONAL CHAMBER OF COMMERCE 108.00 22/2023 001 23786 FENTOR REGIONAL CHAMBER OF COMMERCE 108.00 22/2023 001 23781 CONSUMERS BANK RESERVICE 128.00 22/2023 001 23781 CONSUMERS BANK CAMERCE 108.00 22/2023 001 23791 CONSUMERS BANK CAMERCE 108.00 22/2023 001 23791 CONSUMERS BANK CAMERCE 128.00 22/2023 001 23791	1/14/2023	001	23772	SUNSET MAINTENANCE, LLC	560.00
14/2023 001 23775 EAST ACCOUNTING, LLC 2,650.00 21/2023 001 23776 FLUE CROSS ELLE SHEED OF MICHIGAN 10,677.89 21/2023 001 23779 CHARTER COMMUNICATIONS 268.91 21/2023 001 23779 MCGINN, CAMERON 1,650.00 21/2023 001 23781 LIVINGSTON COUNTY TREASURER 46.09 21/2023 001 23781 RICH MORES GLOBAL 190.23 21/2023 001 23783 AFLC 1,048.12 22/2023 001 23784 AFLC 1,048.12 22/2023 001 23785 DUDITY BUTHONER BANKESERVE ACCOUNT 4,680.00 22/2023 001 23786 DUDITY BUTHONIAL FWEET COMPANY 1,930.00 06/2023 001 23790 DUDITY BUTHONIAL FWEET COMPANY 1,930.00 06/2023 001 23792 RAMILTON'S PROPAME 659.60 06/2023 001 23792 RAMILTON'S PROPAME 537.64 06/2023 001 23795 RECVELING 1,950.00 06/2023 001	1/14/2023				
21/2023 001 23776 BLUE CROSS BLUE SHELD OF MICHIGAN 10,677.69 21/2023 001 23777 CHARTER COMMUNICATIONS 266.91 21/2023 001 23778 LIVINGSTON COUNT TERASURER 46.09 21/2023 001 23780 PITMEY BONES BANK RESERVE ACCOUNT 6,100.00 21/2023 001 23781 PITMEY BONES GLOBAL 190.23 21/2023 001 23784 RICOH USA INC 196.28 22/2023 001 23785 DOUGIE'S DISPORTA RECYCLING 4,840.00 22/2023 001 23786 FENTON REGIONAL CHAMBER OF COMMENCE 108.00 22/2023 001 23786 CHARE CARD SERVICE 132.69 06/2023 001 23783 CHARE CARD SERVICE 132.69 06/2023 001 23783 CHARE CARD SERVICE 132.69 06/2023 001 23793 HERTIS & LITERSKI 145.00 06/2023 001 23793 HERTIS & LITERSKI 22.50 06/2023 001 23793 HERTIS & LITERSKI 22.56.50 06/2023	1/14/2023				
21/2023 001 23777 CHARTER COMMUNICATIONS 268.91 21/2023 001 23778 MCGINK, CAMEKON 1,650.00 21/2023 001 23783 PITNEY HOMES BANK RESERVE ACCOUNT 6,100.00 21/2023 001 23783 APLAC 190.23 21/2023 001 23783 APLAC 1,045.12 22/2023 001 23785 DUGINS, CAMEKON 4,08.03 22/2023 001 23785 DUGINS, DISORAL & RECYCLING 4,08.03 22/2023 001 23785 DUGINS, DISORAL & RECYCLING 1,030.00 22/2023 001 23786 PITNEY BOMES BANK RESERVAY 1,030.00 22/2023 001 23789 CONSUMERS ENERGY 1,030.00 06/2023 001 23790 DUGIE'S DISPOSAL & RECYCLING 11,857.00 06/2023 001 23793 HARTIS & SUTTONS, INC 51.00 06/2023 001 23794 TVS COMPANIC 22.65 06/2023 001 23795 KITINGY'S PORPANE 655.60 06/2023 001 23794 TVS COMPANIC 2.66.51 06/2023 001 23795 KITINGY'S PORPANE 2.66.50 06/2023 <	1/14/2023				
21/2023 001 23778 LIVINGSTON COUNTY TREASURER 46.09 21/2023 001 23780 PITNEY ROMES BANK RESERVE ACCOUNT 6,100.00 21/2023 001 23781 PITNEY ROMES BANK RESERVE ACCOUNT 6,100.00 21/2023 001 23782 RICOH USA INC 196.28 22/2023 001 23784 CONSUMERS ENERGY 408.03 22/2023 001 23785 DOUCIE'S DISPOSAL & RECYCLING 4,840.00 22/2023 001 23786 DENTON REGIONAL CHAMBER OF COMMRCE 108.00 22/2023 001 23786 DAUCHEMA, THALL, SEBER, KAUFMAN 1,930.24 22/2023 001 23786 DAUCHEMA, THALL, SEBER, KAUFMAN 1,930.24 22/2023 001 23786 CHASE CARD SERVICE 132.69 06/2023 001 23790 DOUGE'S DISPOSAL & RECYCLING 11,437.00 06/2023 001 23794 HAMILTON'S PROPANE 21.65 06/2023 001 23794 HAMILTON'S PROPANE 21.65 06/2023 001 23794 HAMILTON'S PROPANE 21.65 06/2023 001 23794 HUXINSCON COUNT TREASURER 246.55 06/2023 001 23795					
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21/2023 001 23780 PITNEY BOMES BANK RESERVE ACCOUNT 6,100.00 21/2023 001 23781 PITNEY BOMES GLOBAL 196.28 21/2023 001 23782 RICOH USA INC 1.048.12 28/2023 001 23784 CONSUMENS ENERGY 4.06.03 28/2023 001 23784 CONSUMENS ENERGY 4.040.00 28/2023 001 23786 PENTON REGIONAL CHAMBER OF COMBRECE 1.064.12 28/2023 001 23786 PENTON REGIONAL CHAMBER OF COMBRECE 1.030.00 28/2023 001 23789 CHASE CARD SERVICE 1.32.69 06/2023 001 23790 DOUGLE'S DISPOSAL & RECYCLING 1.1,857.00 06/2023 001 23791 GUTFFIN PEST SOLUTIONS, INC 51.00 06/2023 001 23793 HAMEIS & LITERSKI 322.50 06/2023 001 23794 IVS COMA, INC. 2.169.96 06/2023 001 23794 IVS COMA, INC. 2.169.96 06/2023 001 23794 IVS COMA, INC. 2.169.96 06/2023 001 23794 IVS COMA, INC. 2.199.00 06/2023 001 23794 IVS COMA, INC. 2.199.00 <					
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221/2023 001 23782 RICOH USA INC 196.28 236/2023 001 23783 AFLAC 1,048.12 236/2023 001 23785 CONSUMERS ENERGY 408.03 236/2023 001 23785 FENTON REGIONAL CHAMER OF COMMERCE 1.030.00 236/2023 001 23785 FENTON REGIONAL CHAMER OF COMMERCE 1.030.00 066/2023 001 23789 CHASE CARD SERVICE 1.32.69 066/2023 001 23790 DOUGIF'S DISPOSAL & RECYCLING 11,857.00 066/2023 001 23792 HAMILTON'S PROPAME 659.60 066/2023 001 23793 HARIS & LITERSKI 322.50 066/2023 001 23795 KCI 2,169.96 066/2023 001 23795 KCI 2,169.96 066/2023 001 23795 KCI 34.10 066/2023 001 23795 KCI 35.34 066/2023 001 23795 SOTHERN LAKES A ENCREATION 34.10 066/2023 001 23795 SOTHERN LAKES A ENCREATIO					
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22/2023 001 23784 CONSUMERS ENERGY 408.03 23/2023 001 23785 DOUGET'S DISPOSAL 4 RECYCLING 4,840.00 23/2023 001 23785 FENTON REGIONAL CHAMER OF COMMERCE 1,030.00 06/2023 001 23789 CHASE CARD SERVICE 1,930.24 06/2023 001 23790 CHASE CARD SERVICE 1,900.24 06/2023 001 23791 GRIFFIN PEST SOLUTIONS, INC 51.00 06/2023 001 23791 GRIFFIN PEST SOLUTIONS, INC 51.00 06/2023 001 23793 HAMILTON'S PROPAME 629.00 06/2023 001 23793 HAMILTON'S PROPAME 629.00 06/2023 001 23793 HAMILTON'S PROPAME 26.050 06/2023 001 23795 KCI 2,169.96 06/2023 001 23795 KCI 2,569.96 06/2023 001 23793 REPUBLIC SERVICES #237 537.54 06/2023 001 23793 SOUTHENN LAKES PARKS & RECREATION 34.10 06/2023 001 23800 STAFLES ADVANTAGE 356.51 06/2023 001 23801 STAFLES ADVANTAGE 356.51 06/202	1/28/2023				
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	0/31/2023	022	1391	CHASE CARD SERVICE	58.47
	0/31/2023			LIVINGSTON COUNTY SHERIFF'S DEPT	40,462.25

10/31/2023	022	1392	LIVINGSTON COUNTY SHERIFF'S DEPT	40,462.25
11/01/2023	022	1393	CHARTER TOWNSHIP OF FENTON	32,472.00
11/14/2023	022	1394	CITY OF FENTON	16,236.00
11/14/2023	022	1395	ROSATI, SCHULTZ, JOPPICH&AMTSBUECHLER	294.00

12/14/2023 11:24 AM User: TMEDOR DB: Tyrone

CHECK REGISTER FOR TYRONE TOWNSHIP CHECK DATE FROM 10/31/2023 - 12/14/2023

Page: 2/3

5,634.02

Check Date	Bank	Check	Vendor Name	Amount
11/21/2023 12/12/2023	022 022	1396 1397	HARTLAND AREA FIRE DEPARTMENT CITY OF FENTON	13,284.00 14,760.00
022 TOTALS:				
Total of 7 Che Less 0 Void Ch				117,566.72 0.00
Total of 7 Dis				117,566.72
Bank 102 SEW	WER O&M CH	HECKING 590		
10/31/2023	102	491	TYRONE TOWNSHIP	9,171.64
10/31/2023 11/14/2023	102 102	492 493	TYRONE TOWNSHIP LIVINGSTON COUNTY DRAIN COMM.	97,832.84 66,773.79
12/06/2023	102	494	LIVINGSTON COUNTY DRAIN COMM.	70,824.24
102 TOTALS:				
Total of 4 Che Less 0 Void Ch				244,602.51 0.00
Total of 4 Dis	bursements:			244,602.51
Bank 108 TAX	K FUND FLA	AGSTAR		
11/01/2023 11/01/2023	108 108	3376 3377	CORELOGIC, INC FENTON SCHOOLS	3,562.87
11/01/2023	108	3377	GISD	2,060.36 1,963.75
11/01/2023	108	3379	HARTLAND CONSOLIDATED SCHOOLS	737.59 2,299.36
11/01/2023 11/01/2023	108 108	3380 3381	JENNIFER HOWARD KABBANI NAZIHA HICHAM FAM TRUS	2,299.36 13.46
11/01/2023	108	3382	KABBANI NAZIHA HICHAM FAM TRUST	12.77
11/01/2023 11/01/2023	108 108	3383 3384	KABBANI NAZIHA HISHAM FAM TRUS LESA	13.99 418.03
11/01/2023	108	3385	LINDEN COMMUNITY SCHOOLS	2,439.57
11/01/2023	108	3386	LIVINGSTON COUNTY TREASURER	21,511.82
11/21/2023	108	3387	FENTON SCHOOLS	469.67
11/21/2023 11/21/2023	108 108	3388 3389	GISD HARTLAND CONSOLIDATED SCHOOLS	206.86 997.41
11/21/2023	108	3390	LESA	477.91
11/21/2023	108	3391	LINDEN COMMUNITY SCHOOLS	161.36
11/21/2023	108	3392	LIVINGSTON COUNTY TREASURER	10,204.22
12/06/2023 12/06/2023	108 108	3393 3394	GISD HARTLAND CONSOLIDATED SCHOOLS	100.91 26.38
12/06/2023	108	3395	LESA	585.47
12/06/2023 12/06/2023	108 108	3396 3397	LINDEN COMMUNITY SCHOOLS LIVINGSTON COUNTY TREASURER	601.87 8,730.09
108 TOTALS:				
Total of 22 Ch Less 0 Void Ch				57,595.72 0.00
Total of 22 Di		:		57,595.72
Bank 112 FLA	AGSTAR CHI	ECKING - SA R	OAD IMPROVEMENTS	
12/06/2023	112	1083	HUNTINGTON NATIONAL BANK	6,045.00
12/06/2023	112	1084	US BANK	8,693.75
112 TOTALS: Total of 2 Che	cks:			14,738.75
Less 0 Void Ch	ecks:			0.00
Total of 2 Dis				14,738.75
Bank 203 TRU	UST & AGEN	NCI /UI CKG		
11/14/2023	203	2067	LIVINGSTON COUNTY TREASURER	2,337.50
11/14/2023 12/12/2023	203 203	2068 2069	TYRONE TOWNSHIP LIVINGSTON COUNTY TREASURER	467.51 2,357.50
12/12/2023	203	2089	TYRONE TOWNSHIP	471.51
203 TOTALS:				
Total of 4 Che				5,634.02
Less 0 Void Ch	ecks:			0.00

Total of 4 Disbursements:

CHECK REGISTER FOR TYRONE TOWNSHIP CHECK DATE FROM 10/31/2023 - 12/14/2023

Page: 3/3

bb. Tyrone					
Check Date	Bank	Check	Vendor Name	Amount	
REPORT TOTA	LS:				

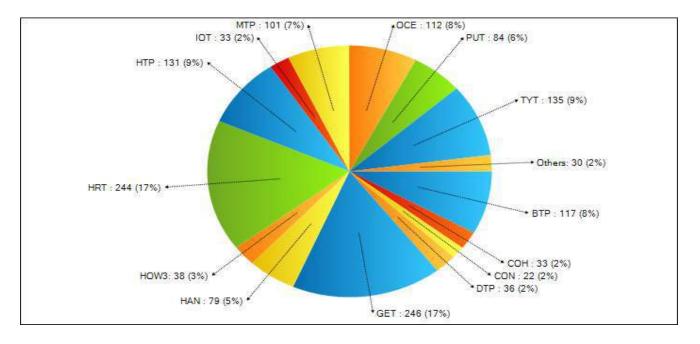
Total of 102 Checks: Less 1 Void Checks: Total of 101 Disbursements:

519,976.21 1,650.00 518,326.21 .

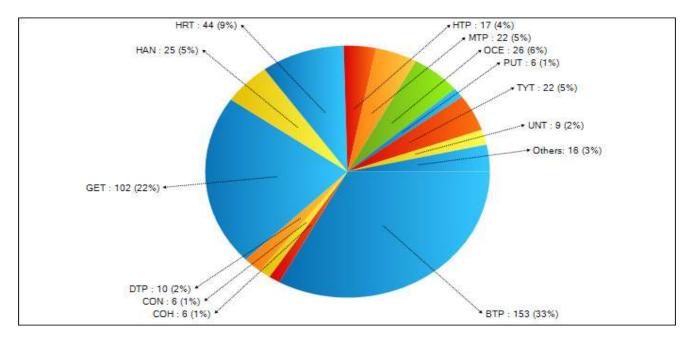
COMMUNICATION #1

Livingston County Sheriff Report- November 30, 2023

LIVINGSTON COUNTY SHERIFF'S OFFICE NOVEMBER 2023 CALLS FOR SERVICE



MICHIGAN STATE POLICE NOVEMBER 2023 CALLS FOR SERVICE



LIVINGSTON COUNTY SHERIFF'S OFFICE TYRONE TOWNSHIP NOVEMBER 2023

Nature	# Events
911 HANG UP	1
ABANDONED VEHICLE	1
ALARM	6
ANIMAL COMPLAINT	14
ASSIST EMS	17
ASSIST FIRE DEPARTMENT	3
ASSIST OTHER AGENCY	1
BURGLARY REPORT ONLY	1
CHILD OR ADULT ABUSE/NEGLECT	1
CITIZEN ASSIST	6
CIVIL COMPLAINT	4
CRIMINAL SEXUAL CONDUCT REPORT	1
DISTURBANCE/TROUBLE	4
DOMESTIC PHYSICAL IN PROGRESS	1
DOMESTIC VERBAL	9
DRUGS/VCSA	1
FRAUD	1
GENERAL NON CRIMINAL	1
HAZARD	2
INTIMIDATION THREATS HARASSMEN	1
LARC IN PROGRESS	1
LARCENY	1
LOST/FOUND PROPERTY	1
MENTAL/CMH/PSYCH	2
MESSAGE DELIVERY	1
MISSING PERSON/RUN-A-WAY	1
MOTORIST ASSIST	3
OUTDOOR FIRE	1
OVERDOSE/INGESTION	1
PARKING COMPLAINTS	2
PATROL INFORMATION	1
PDA	15
PERSONAL INJURY ACCIDENT	1
REPO INFO	1
SHOTS FIRED	2 1
SMOKE INVESTIGATION OUTSIDE SUSPICIOUS VEHICLE	1 2
	2
TRAFFIC VIO/ARREST TRESSPASSING, LOITERING	1
TRF COMPLAINT/ROAD HAZARDS	1
UNATTENDED DEATH PRI 3/INVEST	1 2
UNKNOWN ACCIDENT	2 7
WELFARE CHECK	10
	10

TOTAL: 135

TOWNSHIP	NUMBER OF CALLS <u>3:00PM - 11:00PM</u>	RESPONSE TIME CONTRACT TIME <u>3:00PM - 11:00PM</u>	NUMBER OF CALLS <u>11:00PM - 3:00PM</u>	RESPONSE TIME NON CONTRACT TIME <u>11:00PM - 3:00PM</u>	TOTAL
BRIGHTON	50	49:25	67	52:30	117
СОНОСТАН	13	34:46	20	26:26	33
CONWAY	8	33:48	14	41:41	22
DEERFIELD	14	1:22:42	22	1:01:50	36
GENOA	102	30:15	143	26:33	245
HANDY	23	28:00	56	29:07	79
HARTLAND	80	22:37	163	23:05	243
HOWELL	50	37:11	81	24:23	131
IOSCO	11	1:07:52	22	39:38	33
MARION	48	30:05	53	36:17	101
OCEOLA	47	33:38	65	41:49	112
PUTNAM	39	15:09	45	54:27	84
TYRONE	84	17:03	51	38:45	135

TYRONE TOWNSHIP

MONTH	CALLS FOR SERVICE	TICKETS WRITTEN	ARRESTS
JANUARY	118	21	0
FEBRUARY	84	14	1
MARCH	120	26	2
APRIL	122	10	4
MAY	138	17	2
JUNE	130	17	1
JULY	128	33	1
AUGUST	132	37	1
SEPTEMBER	108	20	3
OCTOBER	125	19	0
NOVEMBER	135	22	3
DECEMBER			
YTD TOTALS:	1340	236	18

BRIGHT	ON	COHOC	ТАН	CONW	AY	DEERFI	ELD
CALLS FOR SE	<u>RVICE</u>	CALLS FOR S	SERVICE	CALLS FOR S	ERVICE	CALLS FOR	<u>SERVICE</u>
JANUARY	117	JANUARY	31	JANUARY	23	JANUARY	36
FEBRUARY	104	FEBRUARY	31	FEBRUARY	12	FEBRUARY	33
MARCH	129	MARCH	31	MARCH	21	MARCH	24
APRIL	111	APRIL	31	APRIL	25	APRIL	31
MAY	160	MAY	39	MAY	19	MAY	44
JUNE	94	JUNE	46	JUNE	21	JUNE	30
JULY	130	JULY	33	JULY	12	JULY	36
AUGUST	110	AUGUST	46	AUGUST	22	AUGUST	39
SEPTEMBER	121	SEPTEMBER	28	SEPTEMBER	32	SEPTEMBER	31
OCTOBER	140	OCTOBER	35	OCTOBER	38	OCTOBER	32
NOVEMBER	117	NOVEMBER	33	NOVEMBER	22	NOVEMBER	36
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
YTD TOTAL:	1333		384		247		372
TICKETS WR	<u>ITTEN</u>	TICKETS WI	<u>RITTEN</u>	TICKETS WI	<u>RITTEN</u>	TICKETS W	<u>RITTEN</u>
JANUARY	37	JANUARY	1	JANUARY	1	JANUARY	3
FEBRUARY	36	FEBRUARY	4	FEBRUARY	2	FEBRUARY	2
MARCH	30 44	MARCH	4	MARCH	23	MARCH	2 8
APRIL	23	APRIL	0	APRIL	0	APRIL	8 1
MAY	23 39	MAY	1	MAY	1	MAY	5
JUNE	39 14	JUNE	1 2	JUNE	1 2	JUNE	3
JULY	40	JULY		JULY	2	JULY	3 2
AUGUST	40 35	AUGUST	2 8	AUGUST	1	AUGUST	2
SEPTEMBER	33 17	SEPTEMBER		SEPTEMBER	1	SEPTEMBER	1
OCTOBER	24	OCTOBER	3 4	OCTOBER	1 2	OCTOBER	1 2
NOVEMBER	24 22	NOVEMBER		NOVEMBER	2	NOVEMBER	1
DECEMBER			8	ite and blief	2		-
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
YTD TOTAL:	331		36		15		29
ARREST	<u>s</u>	ARRES	<u>TS</u>	ARRES	<u>TS</u>	ARRES	<u>STS</u>
JANUARY	1	JANUARY	2	JANUARY	0	JANUARY	0
FEBRUARY	2	FEBRUARY	1	FEBRUARY	0	FEBRUARY	0
MARCH	5	MARCH	0	MARCH	0	MARCH	1
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	7	MAY	1	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	3
JULY	1	JULY	0	JULY	0	JULY	1
AUGUST	1	AUGUST	0	AUGUST	0	AUGUST	2
SEPTEMBER	1	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	1	OCTOBER	1	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
YTD TOTAL:	19		5		0		7

GENOA		HAND	Y	HARTLAND	
CALLS FOR SE	<u>RVICE</u>	CALLS FOR S	<u>ERVICE</u>	CALLS FOR S	ERVICE
JANUARY	232	JANUARY	64	JANUARY	215
FEBRUARY	183	FEBRUARY	46	FEBRUARY	170
MARCH	244	MARCH	63	MARCH	223
APRIL	224	APRIL	58	APRIL	202
MAY	296	MAY	67	MAY	184
JUNE	256	JUNE	79	JUNE	222
JULY	286	JULY	73	JULY	234
AUGUST	234	AUGUST	51	AUGUST	218
SEPTEMBER	250	SEPTEMBER	68	SEPTEMBER	203
OCTOBER	250	OCTOBER	93	OCTOBER	229
NOVEMBER	245	NOVEMBER	79	NOVEMBER	249
DECEMBER	0	DECEMBER	0	DECEMBER	0
	2700		741		2349
TICKETS WRI	TTEN	TICKETS WE	<u>RITTEN</u>	TICKETS WI	<u>RITTEN</u>
JANUARY	72	JANUARY	27	JANUARY	45
FEBRUARY	61	FEBRUARY	13	FEBRUARY	33
MARCH	67	MARCH	14	MARCH	39
APRIL	49	APRIL	9	APRIL	51
MAY	78	MAY	20	MAY	36
JUNE	46	JUNE	10	JUNE	31
JULY	81	JULY	23	JULY	48
AUGUST	77	AUGUST	25	AUGUST	51
SEPTEMBER	19	SEPTEMBER	14	SEPTEMBER	19
OCTOBER	40	OCTOBER	8	OCTOBER	40
NOVEMBER	43	NOVEMBER	18	NOVEMBER	18
DECEMBER	0	DECEMBER	0	DECEMBER	0
	633		181		411
ARRESTS	<u>5</u>	ARREST	<u>rs</u>	<u>ARRES</u>	<u>TS</u>
JANUARY	4	JANUARY	5	JANUARY	0
JANUAR Y FEBRUARY	4 5	JANUAR Y FEBRUARY	3	JANUAR Y FEBRUARY	0
MARCH	5	-	5 1	MARCH	5
APRIL	3	MARCH APRIL	1	APRIL	3
MAY	5 9	MAY	1	MAY	5 1
JUNE	9 7	JUNE		JUNE	1
	4		0		
JULY AUGUST	4	JULY AUGUST	$0 \\ 2$	JULY AUGUST	2 0
SEPTEMBER	0 4	SEPTEMBER	2	SEPTEMBER	0
OCTOBER	4	OCTOBER	2	OCTOBER	0 4
NOVEMBER	4	NOVEMBER	0	NOVEMBER	4
DECEMBER	4	DECEMBER	0	DECEMBER	2 0
	E E		14		10
	55		14		18

HOWELI		IOSCO)	MARION	
CALLS FOR SEF	<u>RVICE</u>	CALLS FOR S	<u>ERVICE</u>	CALLS FOR S	SERVICE
JANUARY	129	JANUARY	26	JANUARY	54
FEBRUARY	111	FEBRUARY	36	FEBRUARY	70
MARCH	117	MARCH	42	MARCH	71
APRIL	108	APRIL	29	APRIL	71
MAY	137	MAY	35	MAY	85
JUNE	139	JUNE	25	JUNE	79
JULY	127	JULY	36	JULY	73
AUGUST	128	AUGUST	37	AUGUST	67
SEPTEMBER	111	SEPTEMBER	27	SEPTEMBER	84
OCTOBER	146	OCTOBER	32	OCTOBER	94
NOVEMBER	131	NOVEMBER	33	NOVEMBER	101
DECEMBER	0	DECEMBER	0	DECEMBER	0
	1384		358		849
TICKETS WRIT	<u>ITEN</u>	TICKETS WE	<u>RITTEN</u>	TICKETS W	<u>RITTEN</u>
JANUARY	61	JANUARY	7	JANUARY	13
FEBRUARY	69	FEBRUARY	6	FEBRUARY	14
MARCH	42	MARCH	2	MARCH	14
APRIL	48	APRIL	4	APRIL	7
MAY	56	MAY	10	MAY	12
JUNE	31	JUNE	6	JUNE	4
JULY	95	JULY	1	JULY	8
AUGUST	53	AUGUST	1	AUGUST	10
SEPTEMBER	30	SEPTEMBER	9	SEPTEMBER	4
OCTOBER	47	OCTOBER	5	OCTOBER	12
NOVEMBER	34	NOVEMBER	4	NOVEMBER	8
DECEMBER	0	DECEMBER	0	DECEMBER	0
	566		55		106
ARRESTS		ARREST	<u>rs</u>	ARRES	<u>STS</u>
JANUARY	7	JANUARY	1	JANUARY	2
FEBRUARY	6	FEBRUARY	2	FEBRUARY	4
MARCH	2	MARCH	2	MARCH	0
APRIL	3	APRIL	2	APRIL	3
MAY	3	MAY	1	MAY	1
JUNE	4	JUNE	0	JUNE	2
JULY	4	JULY	0	JULY	4
AUGUST	- 0	AUGUST	1	AUGUST	
SEPTEMBER	1	SEPTEMBER	1	SEPTEMBER	3
OCTOBER	5	OCTOBER	1	OCTOBER	1
NOVEMBER	0	NOVEMBER	1	NOVEMBER	2
DECEMBER	0	DECEMBER	0	DECEMBER	0
			ĩ		-
	35		12		23

OCEOLA		PUTNAM		TYRONE		
CALLS FOR SERVICE		CALLS FOR SERVICE		CALLS FOR SERVICE		
JANUARY	73	JANUARY	61	JANUARY	118	
FEBRUARY	77	FEBRUARY	64	FEBRUARY	84	
MARCH	81	MARCH	58	MARCH	120	
APRIL	97	APRIL	61	APRIL	122	
MAY	107	MAY	64	MAY	138	
JUNE	103	JUNE	83	JUNE	130	
JULY	116	JULY	74	JULY	128	
AUGUST	108	AUGUST	74	AUGUST	132	
SEPTEMBER	112	SEPTEMBER	69	SEPTEMBER	108	
OCTOBER	115	OCTOBER	74	OCTOBER	125	
NOVEMBER	112	NOVEMBER	84	NOVEMBER	135	
DECEMBER	0	DECEMBER	0	DECEMBER	0	
	1101		766		1340	
TICKETS WRI	<u>ITTEN</u>	TICKETS WE	<u>RITTEN</u>	TICKETS W	<u>RITTEN</u>	
JANUARY	22	JANUARY	2	JANUARY	21	
FEBRUARY	21	FEBRUARY	1	FEBRUARY	14	
MARCH	22	MARCH	5	MARCH	26	
APRIL	21	APRIL	3	APRIL	10	
MAY	20	MAY	9	MAY	17	
JUNE	19	JUNE	10	JUNE	17	
JULY	27	JULY	2	JULY	33	
AUGUST	14	AUGUST	8	AUGUST	37	
SEPTEMBER	21	SEPTEMBER	13	SEPTEMBER	20	
OCTOBER	36	OCTOBER	8	OCTOBER	19	
NOVEMBER	23	NOVEMBER	8	NOVEMBER	22	
DECEMBER	0	DECEMBER	0	DECEMBER	0	
	246		69		236	
ARREST	<u>S</u>	ARRES	<u>ГS</u>	ARRES	<u>TS</u>	
JANUARY	0	JANUARY	2	JANUARY	0	
FEBRUARY	6	FEBRUARY	2	FEBRUARY	1	
MARCH	0	MARCH	1	MARCH	2	
APRIL	5	APRIL	1	APRIL	4	
MAY	2	MAY	2	MAY	2	
JUNE	0	JUNE	2	JUNE	1	
JULY	0	JULY	2	JULY	1	
AUGUST	2	AUGUST	0	AUGUST	1	
SEPTEMBER	1	SEPTEMBER	1	SEPTEMBER	3	
OCTOBER	4	OCTOBER	0	OCTOBER	0	
NOVEMBER	4	NOVEMBER	1	NOVEMBER	0	
DECEMBER	0	DECEMBER	1 0	DECEMBER	0	
	21		14		18	

COMMUNICATION #2

Hartland Senior Center Annual Report 2023



Hartland Senior Activity Center

9525 Highland Rd. Howell, Michigan 48843 (810) 626-2137 www.hartlandseniorcenter.org kimkonarski@hartlandschools.us

November 16, 2023

Mike Cunningham, Supervisor Tyrone Township 8420 Runyan Lake Rd. Fenton, MI 48430

Enclosed you will find our 2023 Annual Report, as well as our most recent newsletter and some information from our annual survey. As you review our report, you will see our participation has increased again this year and we are approaching our pre-pandemic membership levels.

Please thank the members of the Tyrone Township board for their continued support of the Hartland Senior Activity Center. Financial assistance from the Township allows us to continue offering affordable services and activities to our local senior residents.

We would appreciate your continued partnership and support of the HSAC for the next Fiscal Year (2024-2025). Please let me know if you would like me to present to the Township Board.

Thank you for your past, current and future support.

Sincerely,

Kim Konarski HSAC Director ~ *Promoting Vitality Among Seniors* ~

Annual Report Hartland Senior Center 2023

2023 Annual Report accounts for programs and activities that occurred January 1 – October 31, 2023.

The Hartland Senior Activity Center is gaining steam in 2023. We have seen a steady increase in membership since the pandemic of 2020. Currently we have 1,384 members of the HSAC (Up 70 members from 2022). However, membership is not required to benefit from our programs and services thanks to your financial support.

Overview

The HSAC is open Monday – Thursday, 8am-4pm and Fridays from 8am-3pm. We are closed holidays and weekends. Programs are available to anyone age 50 years and above, but our average member is 74-76 years old. Our mission is to cultivate happy, healthy, and independent lifestyles for everyone 50 and over. We promote vitality among seniors through our many fitness and social programs. Due to the quantity and variety of our programs, our designated senior center spaces are flexible to meet the needs of many.

Senior Outreach Program

Livingston County Catholic Charities has been our primary resource for Medicare counseling this year. They have been on site several days the past few weeks to meet with members to answer questions regarding Medicare Open Enrollment. Carol Ringle, our Senior Resource Advocate, has continued to provide information and assistance to our members in addition to her travel coordinator duties. Our Trips / Travel program continues to be popular. Our partnership with AARP to provide tax prep services at no charge was very successful in 2023 - serving 355 people from mid-February to late March.

Senior Transportation

The center's bus service continues to provide affordable transportation to area residents. We have one full time driver, and one substitute driver who put over 19,700 miles on our vehicles and provided 1,753 rides so far in 2023. Most of our transportation requests are for medical services to doctors, dialysis or Be Our Guest Adult Day Services but we also provide rides to grocery stores and area businesses like the post office, library, and senior center.

Wellness Programs

The center offers 14 in person fitness classes weekly with Yoga and Tai Chi also offered via Zoom. So far this year over 1,000 individuals have attended fitness classes 18,879 times. Our weight room and hall walking options are also popular. As the weather turns colder, we always see an uptick in hall walking at our building. We are working with Silver Sneakers and members can use their benefit for free weight room use as well as a Silver Sneakers Strength and Balance class we started this year.

Once again, we were able to partner with University of Michigan to offer our annual Flu Shot clinic to 50 seniors. We held two blood drives this year – one with the Red Cross and one wit Versiti. We partnered with Gleaners again this year as well as MSU Extension to offer nutrition and cooking classes. Based on our 2023 Annual Survey results, nutrition and legal services are still high priority topics.

Social and Recreation

The Hartland Senior Activity Center provides opportunities for fun through many social activities with our goal of "Promoting Vitality Among Seniors". With 27 regularly scheduled activities each week (not counting our fitness programs) plus special add-ons each month like birthday parties, movies, trivia, bingo, dinners, open mic nite, cooking classes; we truly have something for everyone.

From January – October 2023, our members and guests participated at the Center in the following ways:

Fitness	Participants checked in 18, 879 times		
Social and Recreation	Participants check in 9,038 times		
Lunch	Participants checked in 3,075 times		
Arts & Education	Participants check in 1,059 times		
Total Number of Event Sign-Ins = 20,699 (Up from 2022 by almost 4,000)			

Fundraising Events

Our efforts to raise funds and create awareness for the senior center, include our booth at the Hartland Farmer's Market one Saturday each month where we provided entertainment and information about HSAC services and programs. As with most senior centers, we offer holiday dinners (Holiday Feast, Thanksgiving Dinner), themed special events (Opening Day Tigers Party, Mother's Day Brunch), fun events (Chili Cookoff, Battle of the Sexes Trivia Contest). Historically, our biggest fundraisers have raised \$4,000 - \$5,000 each, and this was true in 2023:

May – Recycled Rockettes Show May – Spring Mix It Up in May Pickleball Tournament September – National Senior Center Month Celebration October – Fall Variety Show November – Fall Classic Pickleball Tournament *Smaller events like our Dinner Theater and Spring Music Concert are closer to \$1,000 - \$2,000.

Moving Forward

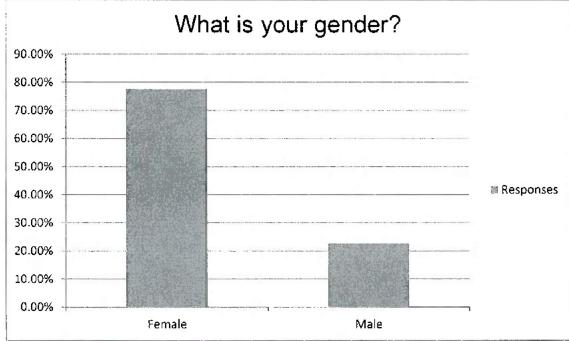
Our annual budget of \$300,000 is primarily covered with program fees, donations, and fundraisers. Only about 30% of our budget is covered by local support and grants. For the first time in almost 7 years, we found it necessary to raise our dues and our fitness class fees. All our fitness classes now cost \$4 per class for members and \$6 for non-members (previously \$2 and \$3 for most classes). We realize this will be an adjustment for members, but a necessary fiscal move.

Our annual dues for 2024 are only \$25 for a single member (\$40 for a couple in the same household) and run calendar year. With membership, residents receive the monthly newsletter, discounts on trips and classes, robo call reminders and check ins, and weekly email blast reminders.

As we move into 2024, we will be celebrating our 50th Anniversary! We know that it's partnerships, like ours, that foster the biggest accomplishments. We once again thank you for your support as we strive to meet the needs of the senior citizens in our community.

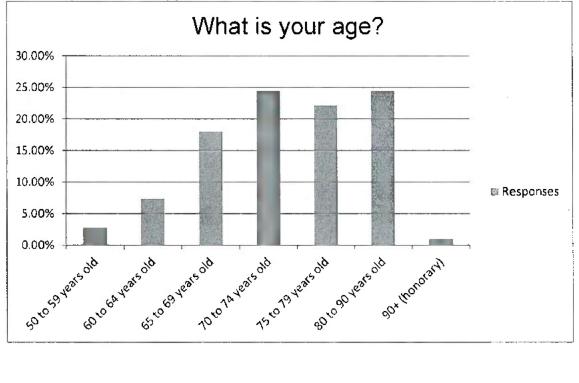
What is your gender?

Female 77.42% 16 Male 22.58% 4		Skipped	
Female 77.42% 16		nswered	217
•	Male	22.58%	49
····	Female	77.42%	168
Answer Choices Responses	Responses		



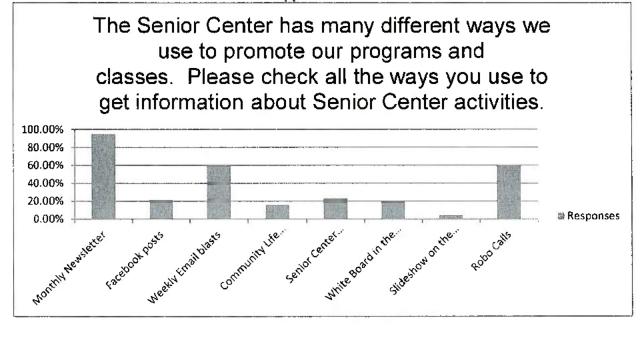
What is your age?

Answer Choices	Responses	
50 to 59 years old	2.76%	6
60 to 64 years old	7.37%	16
65 to 69 years old	17.97%	39
70 to 74 years old	24.42%	53
75 to 79 years old	22.12%	48
80 to 90 years old	24.42%	53
90+ (honorary)	0.92%	2
	Answered	217
	Skipped	0



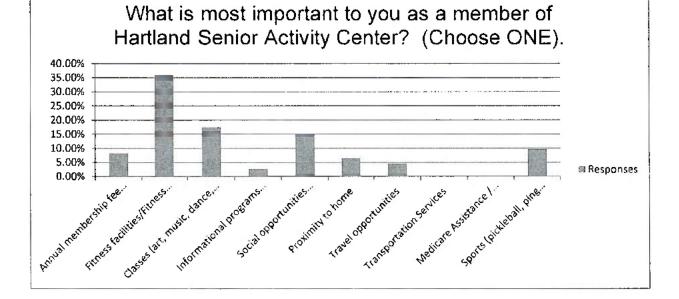
The Senior Center has many different ways we use to promote our programs and classes. Please check all the ways you use to get information about Senior Center activities.

Answer Choices	Responses		
Monthly Newsletter	94.93%	206	
Facebook posts	21.20%	46	
Weekly Email blasts	60.37%	131	
Community Life newspaper	15.67%	34	
Senior Center website	23.04%	50	
White Board in the tile room	19.35%	42	
Slideshow on the TV in the tile room	4.15%	9	
Robo Calls	60.37%	131	
	Answered	217	
	Skipped	0	



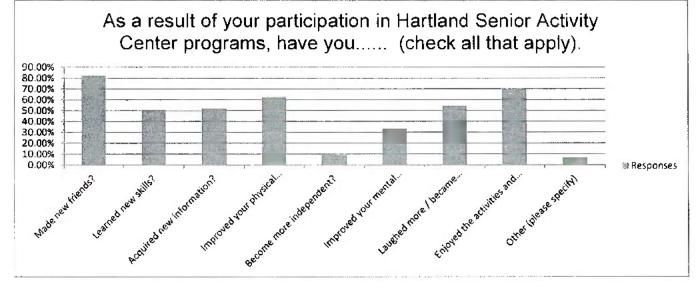
What is most important to you as a member of Hartland	Senior Activity C	enter? (Choose ONE)
Answer Choices	Respor	ises	
Annual membership fee (reasonable cost)	8.29%	18	
Fitness facilities/Fitness classes	35.94%	78	
Classes (art, music, dance, tech time, etc)	17.51%	38	
Informational programs (taxes, nutrition, stock market, etc)	2.76%	6	
Social opportunities (cards/games and special events)	14.75%	32	
Proximity to home	6.45%	14	
Travel opportunities	4.61%	10	
Transportation Services	0.00%	0	
Medicare Assistance / Counseling	0.00%	0	
Sports (pickleball, ping pong, etc)	9.68%	21	
	Answered	217	
	Skipped	0	

What is most important to you as a member of Hartland Senior Activity Center? (Choose ONE).



As a result of your participation in Hartland Senior Activity Center programs, have you...... (check all that apply).

Answer Choices	Responses		
Made new friends?	82.49%	179	
Learned new skills?	50.69%	110	
Acquired new information?	52.07%	113	
Improved your physical health?	62.67%	136	
Become more independent?	9.22%	20	
Improved your mental health?	33.18%	72	
Laughed more / became happier?	54.38%	118	
Enjoyed the activities and fellowship offered	69.59%	151	
Other (please specify)	6.45%	14	
	Answered	217	
	Skipped	0	



NEW BUSINESS #1

Sewer REU discussion.

(No documents)

NEW BUSINESS #2

Approval of wage increase for election inspectors.

PAY RATES rev. 5/17/2022

	Rate	Prior 2013 Rate	2013-2018 Rate	2018- present	2024
Board of Review					
Meetings Full	per diem	55	75	85	
Meeting Half	per diem	55	55	65	
ZBA					
Chair	per diem	50	60	75	
ZBA Rep.	per diem	45	55	60	
Election workers					
Chair	per diem hour	160	185	225	18.00/hr
Inspector	per diem hour	130	160	160	15.00/hr
Half Day Early Voting	per diem hour	65	80	80	15.00/hr
Training	per diem-session	15	25	25	25.00
Planning (workshop & meetings)					
Chair & Secretary	per diem	75	85	125	
PC Rep.	per diem	60	70	70	
Township Board Rep.	per diem	60	70	70	
PC Sub Committees					
Chairperson	per diem	75	75	75	
PC Rep.	per diem	60	60	60	
Special Mtg./Joint Mtg					
Chair & Secretary	per diem	75	85	125	
PC Rep.	per diem	60	70	70	
Township Board Trustees	per diem	60	70	70	
Township Board Trustees	per diem	170	170	205.82	
Township PC Rep.	per diem	60	70	70	
Additional Meetings	per diem	75	85	85	
Special Board Mtg					
Board Approved Seminars					
Board Appt. on Other Boards					
Supervisor, Treasurer, Clerk*	per mtg.	35	40	40	
Trustees	per mtg.	35	40	40	
Committee Appointments					
Chairperson (Trustee or Resident)	per mtg.	45	50	50	
Member (Trustee or Resident)	per mtg.	35	40	40	
Supervisor, Clerk, Treasuer	per mtg.	0	0	0	
Voluntary Committees	per mtg.	0	0	0	
Recording Sec. (Employees) *	per mtg.	no min.	min. \$30	min. 40	

* Outside normal office work hours.

Per township attorney it is illegal to pay employees a per diem wage.

NEW BUSINESS #3

Proposals for historic town house electrical plans.

Proposal for

Architectural, Mechanical, Electrical and Plumbing Building Drawings for:

Historic Town Hall Building Permits

Livingston County, Michigan

Dear Randy,

Thank you for affording me the opportunity to serve you by providing architectural drawings for your project. I have been a single entrepreneurial licensed architect for 25 years and have completed a myriad of projects ranging from a 36 s.f. chicken coop to a 250,000 s.f. industrial building.

Roark Galt Architects Proposes to provide the following Architectural Services to create Construction Documents for the purpose of permits for construction:

Pre Drawing:

Building Code Research with emphasis on Historic Buildings and Code Compliance Field Measure and Photograph Existing Building

Required Drawings:

Building:

Existing space layout Demolition Plan New Floor Plan Reflected Ceiling Plan Finish Plan PH restroom plans and details if required Standard PH details Interior Elevations Life Safety Plan Mechanical Plan Plumbing Plan if required Sanitary Plan Lighting Plan Power Plan Power Panel Details.

Note: These plans are for permitting and bidding purposes. Actual Permits and and Licensing will be by others.

Exclusive Additional Services:

Blueprints:

\$ 1.00 per sheet

<u>Cost for Project:</u> = \$ 3,500.00 if plumbing plans required \$ 2,750.00 if no plumbing plans required

Payment Breakdown:

Upon Acceptance and signing of proposal: 50% Building Drawing Completion : 50%

Please make any checks payable to: Roark Galt Architects 10166 N. Linden Road Clio, MI 48420

Any outstanding balance 30 days after payment due date will incur a %6.00 fee accrued monthly.

David J. McDade

David J. McDade, Architect, Roark Galt Architects

License # 39797

I have accepted this proposal and all conditions therein_

Name

date

15 Sept. 2023

Mike Cunningham 8420 Runyan Lake Rd. Fenton, MI 48430

SUBJECT

In response to your request, I am pleased to offer my services to Tyrone Township(Owner) for the relocated historic townhouse located in Fenton, MI. This proposal is based on the correspondence between yourself, Rany Melleville, and myself and meeting at the site on Monday, 11 September 2023. The following is my understanding of the project and services to be provided.

PROJECT DESCRIPTION

This project involves electrical engineering for the existing 860 square foot historic townhouse located at 8420 Runyan Lake Road in Fenton, Michigan. This proposal is based on the preliminary information provided while meeting on the site.

SCOPE OF WORK

The scope of work shall be to provide electrical construction documents including specifications for permitting, bidding, and construction. Construction administration services are not part of this proposal and as listed below will be billed on an hourly basis.

SCOPE OF SERVICES INCLUDED

General

- 1. Field visit to review existing conditions.
- 2. Sealed sets of documents for the purpose of obtaining bids, permits, and construction.
- 3. Specifications for electrical systems in sheet format.

Electrical

- 1. Evaluate existing historic building for new electrical service and coordinate new electrical service size and location with local electric utility, if required.
- 2. Electrical design for new lighting fixtures and controls for interior and exterior devices.
- 3. Egress lighting to provide egress out of building during loss of power.
- 4. Electrical design for power distribution to new equipment and devices.
- 5. Design conduit and outlet boxes for information technology systems (voice, data and AV).
- 6. Estimate electrical service size required.
- 7. Site lighting for building mounted exterior.

SCOPE OF SERVICES NOT INCLUDED

General

1. Attendance at construction administration phase meetings.

- 2. Design for an expanded scope of work in excess of the PROJECT DESCRIPTION, SCOPE OF WORK and the SCOPE OF SERVICES.
- 3. Field visits during construction to randomly check contractor adherence to design intent.
- 4. Field visits for completion list verification for work defined by this contract.
- 5. Estimate of probable construction cost.
- 6. Review and approval of bulletin quotations.
- 7. Reproduction of documents.
- 8. Bid analysis and review.
- 9. As built post construction contract document updates.
- 10. Dissemination of CAD files beyond those transferred to Owner and members of the design team for coordination purposes.
- 11. Fees paid for securing approval of authorities having jurisdiction.
- 12. Submitting documents to review agencies.

Electrical

- 1. Design of lightning protection system.
- 2. Sound system design.
- 3. Building security alarm system and CCTV design.

STANDARD OF CARE

In providing services under this Agreement, I shall perform in a manner consistent with and limited to the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. I make no warranty, express or implied, as to my professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the project.

FEE

The lump sum fee for this project is one thousand eight hundred dollars (\$1,800).

Construction Administration services shall be billed to the Owner hourly at a standard billing rate of \$75/hour for time spent in association with this project.

SCHEDULE

The engineering services will be performed in a diligent manner to meet the design schedule.

PAYMENT

The fee and any additional services as requested will be invoiced monthly based on the percentage of work complete. Payment is due net 30 days of invoicing.

Failure to receive payment in accordance with this proposal shall be considered substantial nonperformance and affords the right to terminate or suspend services without liability from delay or other damages.

There will be no offset for any professional liability claims.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Owner agrees to limit the Consultant's liability for the Owner's damages to the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

TERMINATION OF AGREEMENT

It is agreed that Scott Townsend will be reimbursed for all services performed and reimbursable costs incurred up to the effective termination date on a percentage of completion basis.

PROPOSAL ACCEPTANCE

I have executed this copy of this proposal. If this meets your approval, please confirm your agreement with this proposal as outlined above with your countersignature on a copy of this proposal and return it to Scott Townsend via email and/or US mail.

This proposal is valid for thirty days from the date of this proposal. Should this proposal not be accepted within thirty days from the date of proposal, I reserve the right to review and update this proposal.

Sincerely,

con nourser

Scott Townsend, PE, RCDD, LEED AP Electrical Engineer

Accepted by: Mike Cunningham

By: _____

Date: _____

NEW BUSINESS #4

IT service bids.



Tyrone Township Cybersecurity & IT Proposal

- Fully Managed IT Services
- Flat Rate Pricing
- No additional labor component for IT projects
- 24/7/365 Help Desk and Security Operations Center (SOC)
- Live monitoring
- Automated Microsoft Security Patching and Updates
- Technology liaison with existing vendors
- Microsoft 365 Licensing included in pricing

Based on a 40 hour work week, Image Tech's services are \$12.50/hr



Infrastructure as a Service

This Statement of Work or Service Level Agreement ("SOW" or "SLA") is entered into by and between Image Tech Group ("MID" or "Image") and Tyrone Township. (the "Client") and is effective as of the last signature below. This SOW is governed by and incorporated into the Master Client Agreement dated ______ ("Agreement") between MID and Client and shall remain in full force and effect until terminated pursuant to the Agreement or specified herein.

Service Description:

MID's services are designed to provide pro-active support. The Service is built upon the successful installation and configuration of technologies that MID's (Managed IT Department) Helpdesk Team, Local On-site Team (LOT), and Network Operations Center (NOC) Team utilize to monitor and maintain critical technology systems.

Total-Care Deliverables Description:



Implementation and Stabilization Process

Following a signed Agreement, Image will start the On-Boarding process and schedule the Kick-Off of Service. A transition period may be required during the cancellation period with current provider. The standard process for On-Boarding is listed below, and will be delivered in the first month of service

- Assess: Image Tech will visit existing Client facility for Server & System Assessment. LOT begins
 knowledge transfer to Helpdesk & NOC Team. LOT will visit existing server co-location (if necessary) to
 assess and knowledge transfer to Helpdesk & NOC Team.
- Kick-Off Service: Installation of Ticketing Agents and distribution of Helpdesk number is distributed. Helpdesk and NOC teams notified of any changes to settings. <u>Helpdesk and NOC go live.</u>
- Implementation: LOT initiates Services implementation during off hours including monitoring technologies. LOT establishes date and time for Server Migration (if applicable) and notifies key personnel.



Help Desk Support and Maintenance

The Service is designed to provide pro-active support services. Image Tech will provide a Helpdesk Team, Professional Services Team, and Network Operations Center (NOC) Team to provide the following services:

- End-user Helpdesk Support
- Workstation Maintenance and Support
- Network and Infrastructure Management
- 24/7 Monitoring Services
- Server Management, Maintenance and Support
- Backup Management and Support
- Peripheral Basic Support (i.e. iPhone, Android, Tablets,
- Other PDA, Printers, Scanner & Other)

Remote Help Desk will be provided through remote means by MID to Customer with access available to the 24x7 MID Help Desk by authorized personnel. Assistance from the Help Desk is requested by calling MID's telephone support number at 248.970.0300 or by submitting a service request through email UCSupport@imagetech.com. Onsite support will be provided on an As Needed basis and will be included in the monthly service Agreement. MID will schedule Proactive Maintenance of Client's systems monthly and can provide a summary report to Client contact if requested. Client may also request that this report be automatically sent to authorized personnel.



Quarterly On-Site Consultation:

Every three months we will perform an onsite extensive analysis of your network's trends, security, and performance, as well as to review your company's goals and technology issues. This review will allow us to make recommendations to improve your network performance, office productivity, and help you plan and budget for future IT needs. We will request a meeting and ask that all decision makers be present during that time. Client waives this in-person review by request or by not following up on request to schedule meeting.





Monitoring Services

Our 24/7 network monitoring service will allow us to watch every aspect of your network to detect and strive to report problems before they escalate into downtime, data loss, or expensive repair issues. Some of the items we will monitor include:

- Network and Server uptime
- Hardware integrity and reliability
- Exchange storage and availability
- Server traffic and load
- Storage space and availability
- Uninterruptible Power Supply (UPS) monitoring

MID will provide on-going monitoring and security services of all critical devices as indicated in this SOW. Network Monitoring Services will be provided 24/7/365. MID will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, MID shall make every attempt to rectify the condition in a timely manner through remote means.



Project & Consulting Services

MID will provide planning, design and implementation services for Project work on existing equipment or migration of existing equipment. Emergency project-based services performed outside of the hours of 8x5 Monday through Friday, excluding public holidays, shall not be subject to provisions of this SOW.

or

Your Experience: Support Tickets and Escalation

MID will respond to Client's Support Tickets under the provisions of attached this SOW, and with best efforts after hours or on holidays. Support Tickets begin at Level 1 and must be opened by the MID Helpdesk Team which will also handle Level 2 Support Tickets. If the Helpdesk team is unable to remediate the issue, the Support Ticket is escalated to Level 3 at which time the MID Professional Services Team will take over. Each Client Issue will be assigned a Support Ticket number for tracking.

- Your incoming call answered by a live person 24x7x365
- Tickets are created immediately
- After hours calls routed to afterhours emergency dispatch.



2. The Response

1. The Call

A Qualified Network Analyst (QNA) receives your service ticket and responds back by phone to you <u>within 1 hour</u> for emergencies and 4 hours on non-emergencies. During the callback, it will be determined if your IT challenge may be fixed remotely (Managed Services and Contract Care) or a QNA is scheduled for an on-site repair visit. If your internet and hardware are working properly, almost everything may be repaired remotely – saving you both time and money. For the purposes of the SLA, MID determines severity of tickets.

3. Problem Solved

Once the problem is resolved it is reported in Kaseya under your account. If there's a way to prevent the problem in the future, that will be recorded in your account under Kaseya. All Managed Services clients are able to view open tickets and see any notes that have been entered by their (QNA).

When the ticket is completed, a detailed report is generated, and an email is sent to you with a recap of your IT problem ticket, Qualified Network Analyst notes, the solution and any pertinent information to help you maintain your systems in the best possible environment.



Included Services:

Service rendered under this Agreement includes the following features:

Descri	ption:	Included
Endpoi	nt Services:	
-	Helpdesk & Onsite Support Services (Servers & Named Desktops Only)	\checkmark
-	24/7 Network Monitoring	\checkmark
-	Virus Definition Updates	\checkmark
19	Microsoft Patch Management (Servers and Complete Desktops Only)	\checkmark
.	On-Site and Remote Backup Monitoring (requires BDR)	TBD
-	Online Support Portal (Monitor Support Tickets)	\checkmark
-	Spyware Monitoring and Removal (Servers & Complete Desktops Only)	\checkmark
-	Add and Remove Users from Server (Servers & named Desktops Only)	\checkmark
-	Quarterly On-Site QBR	\checkmark
-	Hourly backup during business hours (With BDR Option)	TBD
 .	Liaison with other technology providers	\checkmark
	Internet circuit monitor with ISP liaison (if available)	\checkmark
() # (Gateway Anti-Virus & Anti-Spyware - Virus, Worm, Trojan Detection	\checkmark
83 4 5	Password Boss Password Manager	
	ControlOne Firewall & VPN	
	Microsoft 365 Licensing	\checkmark

Managed Units:	Qty	Cost Per	Total
Desktop or Laptop	10	\$30	\$300
Users	14	\$65	\$910
Managed Server/NAS (\$ per Server)	1	\$250	\$250
Site Network Security & Optimization (Per site)	1	\$250	\$250
Huntress (Anti-Virus)	10	Included	Included /Per device
Deep Instinct (AI based Anti-Virus engine)	10	Included	Included /Per device
MAED - Endpoint Security Monitoring (Deep Instinct Required)	10	\$12	\$120
Secure Cloud Unified Defense	14	\$8	\$112
Password Boss	0	\$5	\$0
ControlOne Firewall Bridge	0	\$200	\$0
ControlOne VPN Users	0	\$30	\$0
Microsoft 365 Business Standard Licensing	14	\$15	\$225

Total Monthly Managed IT Services Cost: \$2,167.00 per month One Time Network Standardization Fee \$N/A With 36 month contract



Resource quantities may be added or subtracted and per device or per user charges will be added or subtracted accordingly. When charges are made invoices will be adjusted in the month that any unit or user cost is added, or in the month after any unit or user cost is removed. Notwithstanding the options to add or subtract resource quantities, the Minimum Monthly Fee at any point in time during this SOW will be no less than \$1,000 per month. "Expense Escalation" means price increases from time to time for products and services due to cost adjustments and market conditions as provided by MID and third party vendors (the "Services"), with or without up-charges, carrying, transportation or handling charges, including Microsoft 365 and Office 365 services, regardless of whether the Services are offered separately or in a bundle. The Expense Escalations relating to Services are not subject to proration.

Onsite Support Services

Onsite support services include onsite support as needed. See examples below:

- New hardware setup
- Hardware installation
- Integration of new technology (on site as needed)

Terms of Service:

The Service will begin on the date signed and the term of the Service will be 36 months from this date. The service chosen will be billed for its service at the beginning of each month. For the purposes of billing "managed units" or "users" will consist of the total number on the last day of the month. Client agrees to have the monthly fee automatically deducted from their billing payment of choice and acknowledges monthly bills will vary based on the number of managed units from the previous month. Client further agrees to maintain a Credit Card or ACH Account on file with MID and will notify MID, in writing, if payment account changes within 10 days prior to billing date.

Recurring Payment Authorization:

Client authorizes MSP to charge Client's chosen account \$______ which will be charged to Client's chosen account on the 1st of each month. Additional monthly contracted services, project-based Services, Hardware/Software purchases, or any other charges approved by Client may be charged to client's chosen account. If Payment is declined Client agrees to pay a \$55 penalty. The Service will be suspended if payment is not received within 3 business days following date due.

Please complete the information below:

Billing Address	Phone#
City, State, Zip	Email
Checking/ Savings Account	Credit Card
Checking Savings Name on Acct Bank Name Account Number Bank Routing # Bank City/State	Visa MasterCard Amex Discover Cardholder Name

Minimum Compliance Standards:

In order for Client's existing environment to qualify for MID Services, the following requirements must be met.

- All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later.
- All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 2007
 Pro or later, and have all the latest Microsoft Service Packs and Critical Updates installed.
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.



- Hardware warranty on network and server equipment. Without warranty, response time on equipment will no longer be guaranteed.
- The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution
 protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.

Excluded Services:

Services rendered under this Agreement do not include:

- Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- The cost to bring Client's environment up to minimum standards required for Service Compliance.
- Failure due to building modifications, power failures or other adverse environmental conditions or factors. Service and repair made necessary by the alteration or modification of equipment other than that authorized by MID, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than MID.
- Maintenance of Application software packages, whether acquired from MID or any other source unless as specified in this SOW.

Cybersecurity Enhancements:

If Client did not accept a cybersecurity enhancement package, the cost of remediating a cyber-attack and ransomware will not be part of the standard monthly fee. Cyberattack remediation will be billable at an hourly rate of \$ 495.00 per hour.

3rd Party Supported Providers:

Client authorizes MID to contact and accept EULAs of 3rd party vendors on behalf of Client. MID will provide a Vendor Authorization Letter to Client. It is the Client's responsibility to send this Letter to 3rd party vendor in order to authorize MID to make changes on behalf of Client. Professional Services that are performed on behalf of Client with a non-authorized 3rd Party Vendor, that is a 3rd Party Vendor that has not signed a Vendor Authorization letter will be billed outside the scope of the Services. Communications with vendors listed below will be incorporated into the scope of this Agreement. The addition of 3rd Party Vendors not listed at the signing of this Agreement, if acceptable to MID, shall result in an adjustment to the Client's monthly charges.

Tyrone Township

Name:	Signature:	
Title:	Date:	
Image Tech:		
Name:	Signature:	
Title:	Date:	



This Master Client Agreement (the "<u>Agreement</u>" or "<u>MCA</u>") is entered into as of ______, 2023 (the "<u>Effective Date</u>") between Image Tech Group (the Managed I.T. Department" or MID), located at 28339 Beck Rd Ste F-2, Wixom and Tyrone Township located at 8420 Runyan Lake Rd, Fenton, MI 48430 ("<u>Client</u>"). MID and Client are together referred to herein as the "<u>Parties</u>."

1. MASTER CLIENT AGREEMENT

1.1 Scope of MCA: This MCA, all statements of work, and orders either attached hereto as an exhibit or incorporated herein by reference, including any statement of work setting forth the work to be performed, goods, services and intellectual property to be sold or licensed, any related pricing and any other order for goods, licensing, services and any related agreement for services (for example, agreements for back-up disaster and recovery or cloud IT services) whether or not attached hereto or otherwise explicitly incorporated herein by reference (each of which may hereinafter be referred to as a "Statement of Work", "SOW", "Service Level Agreement", "SLA", "Infrastructure as a Service", "IaaS", or an "Order') shall contractually obligate Client, and any Client affiliate to the MID or any affiliates of MID, or any successors and assigns thereto, for all goods ("Goods") and services ("Services"), including for any licensing of intellectual property. Goods and Services may include, but are not limited to, software, licenses, subscriptions, back-up, disaster, and recovery services, cloud services, hardware, trouble support, and ticketing services, call center and maintenance services, combined software and services, identification verification processes, policies, and systems, cybersecurity systems, applications, software, policies, and enhancements, voice over internet protocol ("VoiP"), telephone and internet services. Goods and Services shall be collectively referred to hereinafter as "Product", regardless of whether such Product is provided to Client by MID directly or through any third party vendor, wholesaler, reseller, supplier, channel partners, trade partner, consultant, or trade group member, including but not limited to members of The20, independent contractors, agents or distributors of MID, as the case may be, under the circumstances then appertaining.

1.2 Affiliate: For purposes of this Agreement, "Affiliate" means any entity that directly or indirectly, through one or more entities, controls and/or owns or is controlled and/or owned by Client or MID, or is under common control and/or ownership with Client or MID.

1.3 Statements of Work, Orders, and SLA's: Any Product provided pursuant to this MCA may require the acknowledgment by Client either in writing, electronic or other means acceptable to MID. Whenever reasonably practicable, an initial Statement of Work or Order may be, but is not required to be attached hereto as an exhibit upon execution of the MCA by the Parties' failure to attach any Order to the MCA shall not void Client's obligations (financial or otherwise) to MID. The Parties agree and acknowledge that the Parties may, in the course of their dealings, execute multiple Orders pursuant to this MCA. Such Orders need not be appended to this MCA, but shall be deemed to be incorporated herein even if such Orders are not attached to this MCA. In the event of any conflict between the terms of any Order and the MCA, the terms of the Order shall prevail and be superior to the MCA, except as to the MCA's provisions concerning limitation of liability, set-off, waiver of claims, covenant not to sue, hold harmless, duty to defend, representations, warranties, indemnity, alternative dispute resolution, MID's intellectual property rights, termination of the MCA, the MCA Term Image Technology Group Client AGREEMENT 1

(as that term is hereinafter defined), choice of law or forum, and the MCA Termination Rights (collectively, the "<u>MCA Dominant</u><u>Terms</u>"). The MCA Dominant Terms (unless otherwise mutually agreed to by the Parties in writing) shall apply to all agreements, Orders, Statements of Work, rights, remedies and obligations of the Parties.

1.4 <u>Backup, Disaster & Recovery ("BDR")</u>: Client has elected to:

(a) ____ (Client Initials) Accept the BDR service offered by MID subject to the terms of the MCA and the Statement of Work.

(b) ____ (Client Initials) Decline any BDR service. Notwithstanding any other provision herein:

Wherefore, having declined any BDR service Client acknowledges that MID has no obligation to backup Client data and MID has no obligation to recover Client data under any circumstances. Client hereby agrees to waive and release all claims, suits, encumbrances, injunctions, damages, judgments, liabilities (the "Release" or the "Releases") against MID and any Affiliate of MID, the MID's employees, owners, members, shareholders, agents, assigns, independent contractors, trade partners, channel partners, vendors, resellers, wholesalers, trade group or coop members, successors in interest, third party service providers, or any other party acting on MID's behalf for the direct or indirect benefit of Client (collectively with the MID, the "MID Release Parties") and Client exculpates, covenants not to sue, holds harmless, indemnify and defend MID and the MID Release Parties.;

Client further covenants to Release and not to sue, release, hold harmless, defend and indemnify the MID Release Parties in relation to all claims, damages, suits, demands, trials, tribunals, dispute resolution proceedings and causes of action arising from any consequences resulting from failure (including (but not limited to) inadvertence, mistake, negligence, gross negligence or willful misconduct of Client and Affiliates of Client, owners, managers, employees, agents, contractors, members, shareholders, officers, directors, professionals, experts, vendors, successors and assigns) of Client to maintain an adequate BDR system for any of Client's data (including, but not limited to), personally identifiable information, medical data and personal health information), including data for Client's employees, Client's customer's, employees of Client's customers and any data subject to Client's obligations under any applicable Federal, state, local law or regulation or any other contractual obligation Client may have with respect to the maintenance, security, confidentiality and privacy of any data, including (but not limited to) third party data, for which Client has a duty, or other legal, administrative, regulatory or contractual obligation.

1.5 Cybersecurity Enhancements: Client has elected to:

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(a) ____(Client Initials) Accept the Cybersecurity Enhancements offered by MID as more particularly described in the Statement of Work and subject to the terms of the MCA.

(b)___(Client Initials) Decline any Cybersecurity Enhancements. As such, Client agrees to execute the Declination of Service and Risk Assessment Form. Notwithstanding any other provision herein:

Wherefore, having declined the Cybersecurity Enhancements Client acknowledges that MID will not be providing enhanced cybersecurity protections which may increase the risk of cyberattacks against Client's network security and any damages which may result therefrom. Client hereby Releases and waives all claims against MID and the MID Release Parties;

Client further covenants to Release and not to sue, release, hold harmless, defend and indemnify the MID Release Parties in relation to all claims, damages, suits, demands, trials, tribunals, dispute resolution proceedings and causes of action arising from any consequences resulting from failure (including (but not limited to) inadvertence, mistake, negligence, gross negligence or willful misconduct of Client and Affiliates of Client, owners, managers, employees, agents, contractors, members, shareholders, officers, directors, professionals, experts, vendors, successors and assigns) of Client to accept cybersecurity enhancements in order to lower the risk of cyberattacks and all damages resulting therefrom.

2. TERM AND TERMINATION

2.1 Term. This MCA will begin on the Effective Date and will continue for three (3) years (the "MCA Term") or until each Order initiated within the MCA Term is fulfilled, expires or renews, except as otherwise set forth herein or as otherwise agreed by the Parties in writing. MID may unilaterally, subject to the terms of the MCA and in MID's sole discretion, terminate this MCA in whole or in part and/or reduce MID's obligation(s) under the MCA in whole or in part, including MID's obligation(s) under any Order, for (i) Client's breach of any provision of the MCA, (ii) Client's failure to meet its obligations to MID under the MCA, or (iii) for cause ("MCA Termination Events"). MCA Termination Events include, but shall not be limited to: (a) Client's failure to cure any payment that Client fails to pay when due under this MCA and/ or any Order within ten (10) business days written notice being provided by MSP to Client regarding said delinquent payment; or (b) failure of Client to comply with any applicable law and/or any material provision of the MCA and/or any Order upon thirty (30) days written notice being provided by MSP to Client, provided such breach remains uncured at the expiration of the notice period. Client may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to MSP, provided such breach remains uncured at the expiration of the notice period. Upon any termination of the MCA and/or any Order in whole or in part, Client shall immediately uninstall or cease using any software designated by MID, return any of MID's hardware, and otherwise cease to use and return any Product to MID, together with all related documentation, hardware, intellectual property, and software, and any hard, cyber or digital copies thereof (collectively, the "Ancillaries") in a manner (and at a time and place) reasonably acceptable to MID in MID's sole discretion and at Client's sole expense. Upon written request of MID, Client will within three (3) business days certify in writing to MID that all Product and Ancillaries have been returned, or if so directed by MID in writing to Client, have been destroyed in accordance with applicable law.

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Client agrees to assume liability to MID and the MID Release Parties for any unauthorized use of Product and Ancillaries and any destruction and disposal of same in accordance with applicable law. Client shall Release, hold harmless, covenant not to sue, indemnify and defend MID and the MID Release Parties for any and all claims by Client and any third party or governmental entity arising from any failure of Client to use or dispose of any Product and Ancillaries in accordance with applicable law, regardless of whether MID has provided Client with advance written consent to maintain, use or destroy any Product and Ancillaries. Client acknowledges that the amounts due under the MCA and any applicable Order are amortized over the MCA Term. Client acknowledges that the amounts due under the MCA and any applicable Order are amortized over the MCA Term. If the MCA or an Order is terminated in whole or in part prior to the expiration of the MCA Term, unless otherwise agreed to by Client and MID mutually in writing (the "Early Termination Date"), Client shall be liable to MID for the balance of payments under the MCA and applicable Statements of Work through the expiration of their respective terms. In addition, Client shall be liable to MID and reimburse MID for the costs of transition, including migration of data and recovery of hardware at MID's standard hourly rates, as full and complete liquidated damages. The Parties further stipulate that the agreed upon calculation for damages is not a penalty, but rather a reasonable measure and calculation of damages resulting from Client's breach, based upon the cost of labor and expense incurred by the MID during the onboarding process and amortization of the Client's obligations under the MCA and Statements of Work over the MCA Term.

2.2 Client's Use And Access To Client Data and Services Post-Termination: Client shall, for continued use and access of its data post-termination and for Services as necessary, pay to MID on the first day of each month following the month of termination of this MCA and/or any Order a monthly transition fee (the "Post-Termination Transition Fee") at prices no worse to Client than those for comparable Services provided to Client by MID prior to Termination, or if comparable services were not provided to Client by MID prior to Termination or expiration, then at prices no worse than the fair market value for such services in advance on the first day of each month for a period not to exceed three (3) months or as otherwise agreed (the "Post-Termination Transition Period"). Assuming actual timely payment by Client in advance, MID will reasonably make available to Client its data and perform such Services as necessary during the Post-Termination Transition Period. If the data is or includes protected health information, the storage, use, duplication, return or destruction of such data shall be governed by any applicable BAA (Business Associate Agreement)entered into and executed by the Parties and applicable law.

2.3 Liability Relating to Client Data Post-Termination: Subject to the Limitation of Liabilities set forth in Section 5.3, Client acknowledges that neither the MID nor the MID Release Parties have any liability to Client for breach, harm, ransom, storage, hacking, modification, duplication, destruction or loss of any data (including, but not limited to, Client data , data of any employees of Client, data of Client's customers, or any data of any employees of Client's customer's, or data of any other third parties) posttermination of this MCA and/or any Order (including the Post-Termination Transition Period), regardless of where or how the data is maintained, including off-site maintenance by third-party storage vendors, and regardless of whether MID or Client was or was not in direct privity or contract with such third-party vendor. Client hereby Releases, waives all claims against MID or any MID Release Parties, covenants not to sue MID, holds MID harmless, and agrees to indemnify and defend MID from and in relation to any and all

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claims, damages, suits, demands, trials, tribunals, dispute resolution proceedings and causes of action arising from any consequences resulting from data breaches of Client, Client's employees, Client's customers, employees of Client's customers, or any third parties post-termination (including during the Post-Termination Transition Period).

3. PAYMENT AND DELIVERY

Client shall be billed by MID on a monthly basis and Client shall pay to MID all fees and expenses incurred under this MCA and/or any Order (including any Post-Termination Transition Fee) in accordance with and upon receipt of an Invoice (as that term is hereinafter defined) generated by MID to Client specifying the amounts due for fees and reimbursable expenses (collectively, the "Fees"). The payment of any Fees shall occur by automatic ACH transfer, credit card, or other automatic electronic means designated by MID unless otherwise agreed to or required by MID in writing. All Fees payable under this MCA are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Client will pay report and remit unless otherwise required by applicable law. If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) per month from the date due until paid in full. Client shall pay all expenses, including, but not limited to any accounting and expert fees incurred by MID, or its representatives in enforcing its rights under this MCA. Client's obligation to pay any Fees and MID's right to all such amounts are absolute and unconditional and not subject to setoff by Client. All Goods are FOB shipping point. Client agrees to pay or reimburse MID for all actual, necessary, and reasonable expenses incurred by MID for all Products. MID will submit invoices for Fees (each an "Invoice") to Client for remittance, and each Invoice will designate the terms of payment, including (but not limited to) payment in advance, payment immediately upon receipt of Invoice, payment upon completion, payment at designated intervals, etc. Resource quantities may be added or subtracted and per unit or per user charges will be added or subtracted accordingly. When charges are made invoices will be adjusted in the month that any unit or user cost is added, or in the month after any unit or user cost is removed. Notwithstanding the options to add or subtract resource quantities, the Minimum Monthly Fee will be set forth in the applicable Statement of Work. "Expense Escalation" means price increases from time to time for products and services due to cost adjustments and market conditions as provided by MID and third party vendors (the "Services"), with or without up-charges, carrying, transportation or handling charges, including Microsoft 365 and Office 365 services, regardless of whether the Services are offered separately or in a bundle. The Expense Escalations relating to Services are not subject to proration. In the event emergent Services, Product and/or licenses is/are provided or commenced at Client's request and under the circumstances is commenced or provided prior to Order or Invoice, then payment for all such Product shall be due immediately upon completion or presentation of Order or Invoice, whichever is sooner. Absent statement of terms in any Order or Invoice, the default shall be immediate payment upon presentation of Order or Invoice unless otherwise agreed in writing.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1 <u>Proprietary Rights</u>. MID, any Affiliates of MID and/or their licensors shall retain all rights, title and interest in any and all intellectual property, informational property, industrial property and any copies thereof. MID neither grants nor otherwise transfers any rights of ownership in the Product, licenses, or intellectual property

Client

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to Client. By signing below, Client acknowledges that the Product and intellectual property may be protected by applicable copyright, confidentiality, non-disclosure, and trade secrets laws, as well as and other forms of intellectual property, informational property and industrial property protections.

4.2 Product. Client may only use and disclose Product in accordance with the terms of this MCA and any applicable Orders. MID reserves all rights in and to the Product not expressly granted in this MCA. Client may not disassemble or reverse-engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law, or provide a third party with the results of any functional evaluation of, benchmarking of, or performance tests on, the Products without MID's prior written approval. Client shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Product, programming, documentation, reports, or any other Product Services available to any third party. Except as expressly authorized in this MCA or an Order, Client may not (a) distribute the Product to any third party (whether by rental, lease, license, assignment, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

4.3 Product Licensed Under This Agreement.

(a) <u>License</u>. Subject to the terms of this MCA and any applicable Orders thereunder, MID grants Client a non-exclusive, non-transferable license to use all programming, documentation, reports, and any other Product provided by MID pursuant to this MCA solely for its own internal use.

(b) <u>Pre-Existing License Agreements.</u> Any software Product provided to Client by MID as a wholesaler, channel partner or reseller for a third party, which is licensed to Client under a separate software license agreement with such third party (such agreement, an "<u>SLA</u>"), will continue to be governed by the SLA. The fulfillment of the obligations under the MCA will not relieve or alter the obligations or responsibilities of either party (or of any third party) in regards to the software product licensed under the SLA.

(c) <u>Ownership</u>. MID owns all right, title and interest in the Product, including all intellectual property rights embodied therein. Nothing in this MCA is intended to (or will have the effect of) vesting in Client, or transferring to Client, rights of MID, its Affiliates, suppliers' or licensor's software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form.

4.4 <u>Confidentiality</u>. This Section sets out the terms for identification of information which is considered confidential and proprietary by MID, and restrictions against use and disclosure of such Confidential Information by the Client.

(a) <u>Definition</u>. The term "<u>Confidential Information</u>" means all proprietary or confidential information that is disclosed to the Client by MID its affiliates, suppliers, and licensors, and includes, among other things (i) any and all information relating to Products provided by MID, any Client-related information and financial information, source and executable code, flow charts,

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drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials and (ii) the terms of this MCA.

(b) <u>Disclosure Restrictions</u>. Client may not disclose Confidential Information of MID to any third party without the prior written consent of MID.

(c) <u>Proprietary Legends</u>. Client may not remove, obscure, or alter any proprietary legend relating to MID's rights on or from any form of Confidential Information of MID without the prior written consent of the MID, except as expressly authorized in an Order.

(d) MID will make reasonable disclosures of Client's confidential information solely in pursuit of performance of its requirements in this MCA and any exhibits or schedules to this MCA.

5. ALLOCATION OF RISK

5.1 CONSEQUENTIAL DAMAGES. MID IS NOT LIABLE TO CLIENT, ITS AFFILIATES, THIRD PARTY VENDORS, OR ITS LICENSORS, FOR CONSEQUENTIAL DAMAGES, INCLUDING SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF (OR RELATING TO) THIS MCA OR THE PRODUCT, EVEN IF MID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF THE NEGLIGENCE OF EITHER PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW. AS USED IN THIS AGREEMENT, "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE, INTERRUPTION OF BUSINESS OR LOSS OF USE OF CLIENT DATA.

5.2 THIRD PARTY SERVICES. IN ADDITION TO AND WITHOUT LIMITING SECTION 5.1, MID, ITS MEMBERS, EMPLOYEES, AGENTS, DIRECTORS. AND REPRESENTATIVES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS AND SERVICES PROVIDED BY THIRD PARTY VENDORS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. FURTHER, MID, ITS MEMBERS, EMPLOYEES, AGENTS, DIRECTORS, AND REPRESENTATIVES ARE NOT LIABLE FOR ANY LOSSES, INJURIES, OR DAMAGE OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR OTHERWISE RELATED TO, IN CONNECTION WITH OR ARISING FROM THIRD PARTY SERVER DATA STORAGE, DUPLICATION, ARCHIVING, FILTERING, FIREWALL, THIRD CO-LOCATION, EQUIPMENT, SOFTWARE, PARTY OR HARDWARE, OR OTHER SERVICE, SEEN OR UNFORESEEN, (COLLECTIVELY, "CLOUD SERVICES") AND WHETHER OR NOT CAUSED BY INTENTIONAL OR UNLAWFUL ACTIVITY INCLUDING HACKING, RANSOM, VIRUS OR SECURITY BREACHES, OR FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY VENDOR, CONTRACTOR, CHANNEL PARTNER, LICENSOR, LICENSEE, OR ANY OTHER PARTY.

5.3 <u>LIMITATION OF LIABILITY</u>. MID'S ENTIRE LIABILITY FOR ANY CLAIM, SERIES OF CLAIMS, OR FOR ANY DAMAGES RELATED IN ANY WAY TO ANY PRODUCT OR RIGHTS OF MID, AS WELL AS THOSE ARISING UNDER OR RELATED TO THIS MCA, INCLUDING MID'S PERFORMANCE OF THE SERVICES, OR MID'S PROVIDING OF ANY HARDWARE OR SOFTWARE UNDER ANY THEORY, WHETHER STRICT LIABILITY, NEGLIGENCE, ACTIVE OR OTHERWISE, IS LIMITED

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TO CLIENT'S AND ANY THIRD PARTIES' DIRECT DAMAGES AND IS FURTHER LIMITED TO THE COVERAGE ACTUALLY MID'S AFFORDED BY INSURANCE POLICIES. ALTERNATIVELY, IF INSURANCE COVERAGE IS NOT AVAILABLE UNDER ANY OF MID'S POLICIES, TOTAL LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AMOUNT CLIENT PAID TO MID UNDER THIS AGREEMENT IN THE ONE MONTH IMMEDIATELY PRECEDING THE FACTS OR CIRCUMSTANCES GIVING RISE TO THE LAST CLAIM OF DAMAGE OR \$5,000.00. THIS PROVISION IS INDEPENDENT OF ANY OTHER LIMITATION OF LIABILITY AND REFLECTS A SEPARATE ALLOCATION OF RISK FROM PROVISIONS SPECIFYING OR LIMITING A PARTY'S REMEDIES.

5.4 Indemnification and Duties.

(a) If Client, its Affiliates, or any of its respective employees, agents, vendors, or suppliers, is faced with a legal claim by a third party arising out of MID's actual or alleged gross negligence, negligence, willful misconduct, violation of law, or failure to meet the security obligations required by the MCA, or a legal claim alleging patent, trade secret, or copyright infringement, then Client must forward notice of the legal claim to MID within three (3) business days of receipt of the claim.

(b) If MID, its Affiliates, or any of its respective employees, agents, vendors, channel partners, contractors, licensee, licensor, or suppliers is faced with a legal claim by a third party arising out of Client's actual or alleged gross negligence, negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, and/or violation of Client's agreement with its Clients or end users, then Client shall at all times indemnify and hold harmless MID, its successors and assigns and any of its officers, directors, employees representatives, and/or agents, and their heirs, executors, administrators, successors and assigns or each of them against and from any and all claims, damages, liabilities, costs and expenses, including the cost of defending the claim (including reasonable attorney's fees) and any damages award, fine or other amount that is imposed on MID as a result of the claim. Client's obligations under this subsection include claims arising out of the acts or omissions of Client's employees, any other person to whom Client has given access to the Product, and any person who gains access to the Product as a result of Client's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Client, including unlawful acts of data intruders.

(c) Client shall pay attorneys' fees and other expenses that MID incurs in connection with any dispute between persons having a conflicting claim to control Client's account with MID, or any claim by Client's clients or end users arising from an actual or alleged breach of Client's obligations to them.

(d) If Client receives notice of a claim that is or may be covered by this Section 5.4, the notice must be promptly forwarded to the MID. Client will not settle any claim that encumbers MID with any liability, specific performance, injunctive relief that acknowledges only wrongdoing by MID, breach of the MCA by MID, violation of regulation or law by MID, or substantially similar burden without written approval and consent from MID.

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5.5 <u>Injunctive Relief</u>. Client acknowledges that a violation of MID's confidentiality as described in Section 4 of this MCA will cause MID immediate and irreparable harm. In the event of a breach of Section 4 by Client or any third party, Client agrees that MID may seek, in addition to any and all other remedies available at law, an injunction, specific performance, or other appropriate relief, including liquidated damages, loss or profits, enterprise value, business disruption, or harm to reputation.

5.6 Additional Protections.

(a) MID SHALL NOT BE LIABLE FOR ANY UNLAWFUL OR UNAUTHORIZED ACCESS, DAMAGE, LOSS OR INTRUSION TO CLIENT DATA, NOR SHALL MID BE LIABLE FOR ANY UNLAWFUL OR UNAUTHORIZED ACCESS, DAMAGE, LOSS OR INTRUSION TO ANY DATA OF CLIENT'S CLIENT, ANY DATA OF ANY ENTITY OR PERSON SERVICED BY CLIENT, AND/OR ANY ENTITY OR PERSON TO WHOM CLIENT OTHERWISE OWES A DUTY OF CARE, WHETHER SUCH DUTY OF CARE ARISES PURSUANT TO CONTRACT OR AS A MATTER OF APPLICABLE LAW. CLIENT SHALL BE SOLELY RESPONSIBLE FOR DETERMINING WHAT APPLICABLE COMPLIANCE STANDARDS, IF ANY, IT MUST OR SHOULD ADHERE TO OR MAINTAIN FOR ITSELF, ITS CLIENTS, CLIENTS OR OTHER THIRD PARTIES CONCERNING DATA COMPLIANCE, STORAGE, BACKUP, RETENTION AND RESTORATION FOR ANYONE TO WHOM CLIENT IS **RESPONSIBLE AND/OR OTHERWISE OWES A DUTY OF CARE** CONCERNING SUCH DATA COMPLIANCE, STORAGE, BACKUP, RETENTION AND RESTORATION.

(b) Client fully and forever Releases and discharges MID and all of its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, from any and all injuries, losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to Client, its property, Client's customers, employees, suppliers or any other person, directly or indirectly arising out of or in connection with services provided by third party vendors, including, but not limited to, the following third party vendor services:

(i)	Cloud data storage and a as set forth in the laaS a	
	(Such as Crayon Softwar	e
	Experts, LLC):	(initials)
(ii)	BDR:	(initials)
(iii)	Cybersecurity	
	enhancements:	(initials)
(iv)	Identification programs	
	(such as ID 20/20):	(initials)

Further, Client will defend, indemnify, hold harmless, and reimburse MID from and for all damages, losses, costs, or expenses (including legal fees) incurred by the MID or paid by them to any person (including Client or its respective insurers) in respect of any liability resulting from services provided by third party vendors. In addition, Client will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against MID, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries, losses, or damages sustained by Client, its customers, employees or suppliers, other parties, or any such person's property in connection with any services provided by third party vendors.

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(c) MID shall not be liable for any inability of the MID, Client or Client's Clients to access, maintain, recover or restore any of Client's data, including (but not limited to) any inability as a result of force majeure, acts of God and nature, war, terrorism, bankruptcy, insolvency or shutdown of any business of Client, Client's Client, Client's vendors, or MID's vendor or vendors, channel partners, licensees or licensors, VOIP service providers, or agents, except as otherwise required by law. For purposes of this section, "vendor" or "vendors" includes, but is not limited to, vendors storing Client's Data or Client's Client data in the "cloud", such as offsite storage facilities.

(d) In the event of the insolvency, liquidation, or restructuring of the Client, Client agrees for any continuation of Product that the MID may provide in its sole discretion, that MID shall be considered, for purposes of applicable state and federal law, including federal bankruptcy law, as a "critical vendor," and Client shall be paid immediately for any outstanding pre-filing Invoices that are outstanding. Additionally, in the event of the insolvency, liquidation, or restructuring of the Client, Client shall waive any and all rights to bring any avoidance action, actions for clawback of amounts paid/transfers made. actions for preferential transfer/treatment, and actions for fraudulent transfer, whether such actions arise under state or federal law, including (but not limited to) federal bankruptcy law.

(e) Each and every payment under this MCA shall be considered (and is hereby acknowledged by the parties as) a contemporaneous exchange for new value.

6. SERVICE-SPECIFIC TERMS.

6.1 <u>All Necessary Rights</u>. If, as part of its Services, MID is required to use, copy or modify any third-party hardware, software or other technology provided or licensed to Client, then prior to MID's performance of such Services, Client will acquire all rights necessary for MID to perform such Services and shall indemnify MID for any claims arising therefrom.

6.2 Intellectual Property Indemnity.

(a) <u>Infringement Claims</u>. Subject to the disclaimer of damages and limitations of liability set forth in section 5, if a third party asserts against Client a claim that the Products and/or MID's performance of the Services in accordance with the terms of this MCA violates a patent, trade secret or copyright (an "<u>Intellectual Property Right</u>") owned by that third party ("<u>Infringement Claim</u>"), then MID may, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Client for any damages finally awarded against Client. For any claim, Client must promptly notify MID of any Infringement Claim, MID may retain sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Client must provide all reasonable assistance requested by MID. MID will not be liable for <u>any</u> expenses or settlements incurred by Client without MID's prior written consent.

(b) <u>Remedies</u>. If an injunction or order is obtained against MID performing the Services for Client and/or Client using the Products by reason of the allegations of infringement, or if in MID's opinion the Services and/or Products may violate a third party's proprietary rights, then MID may, at its expense: (a) procure for Client the right to continue to receive the Services and/or use the

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Products; (b) modify or replace the Services and/or Products with a compatible, functionally-equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this MCA or a specific order thereunder and release Client from its obligation to make future payments for the Services and/or Products. <u>Sections 5.1, 5.2, and 5.3</u> contain Client's exclusive remedies and MID's limited liability for claims of infringement.

6.3 MID Insurance, MID will provide and maintain during its rendition of the Services and sale of Product, but only for losses arising out of MID's work for Client: (a) worker's compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services; (b) employer's liability insurance with limits statutorily required and at least one million dollars (\$1,000,000) for each occurrence; (c) commercial general liability insurance (including products liability) with one million dollars (\$1,000,000) per occurrence combined single limit and one million dollars (\$1,000,000) in the aggregate, including coverage for the use of subcontractors, products liability and completed operations, and not containing an exclusion for explosion, collapse and underground coverage; and (d) professional liability insurance covering the effects of errors and omissions in the performance of professional services with limits in the amount of one million dollars (\$1,000,000) for each occurrence and in the aggregate; and cyber liability insurance in the amount of at least one million (\$1,000,000) for each occurrence and at least one million (\$1,000,000) in the aggregate.

6.4 <u>Client Insurance</u>. Due to the complexity and severity of the exposures created by the use of computers, Client shall consult with a qualified risk manager to evaluate its exposures, unless otherwise agreed by the parties in writing. Client shall carry the following insurance policies, including:

(a) Commercial general liability insurance. Client shall maintain coverage with limits no less than one million dollars (\$1,000,000) per occurrence combined single limit and one million dollars (\$1,000,000) in the aggregate, including coverage for contractually assumed liability as contained herein.

(b) Property insurance. Client shall maintain property insurance with a coverage extension for electronic data. The computer equipment policy will pay for loss or damage caused by or resulting from an accident to computer equipment. Computer equipment means covered property that is electronic computer or other data processing equipment, including, 'media' and peripherals used in conjunction with such equipment, including loss of income.

(c) Cyber and privacy insurance. Policy coverage at a minimum shall include the following:

- (1) Cyber-extortion coverage
- (2) Data asset coverage
- (3) Computer fraud
- (4) Business interruption
- (5) Extra expense
- (6) Privacy notification and crisis management expenses
- (7) Information security and privacy liability
- (8) Website media content liability
- (9) Mechanical breakdown and electrical failure

6.4.1 Client's insurance: as to any insurance policies referenced above in this paragraph 6.4, if any, Client shall provide a certificate of insurance to MID upon written request.

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6.5 <u>Mutual Waiver of Subrogation</u>. To the extent permitted by law, MID and Client mutually waive all rights against each other for recovery of damages to the extent such damages are covered by insurance, including but not limited to worker's compensation, and employer's general liability, auto liability, physical damage, property insurance, cyber insurance and/or commercial umbrella/excess liability insurance under their respective insurance coverage policies and limits.

6.6 Independent Contractor. Nothing in this MCA will be construed to make either party an employer, employee, agent or partner of the other, and this MCA will not be construed to create rights, express or implied, on behalf of or for the use of any party other than MID and Client. All of the Services performed by MID will be performed as an independent contractor. MID will perform such Services under the general direction of Client, but MID will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this MCA any contract in the name of, or otherwise to bind, the other party. MID will be responsible for, and will pay, all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to MID and MID's employees.

6.7 <u>Non-Solicitation</u>. Client will not, either directly or indirectly (except through MID) solicit, hire, or contract with any MID employee during the term of this Agreement and for a one (1) year period following termination thereof (hereafter the "Nonsolicitation Period"). In the event that Client desires to directly hire any MID employee during the Nonsolicitation Period, Client must first seek MID's consent to directly hire the MID employee and to speak with the MID employee about the employment opportunity.

6.8 User Identification Tools. MID shall offer a user identification program to Client that will allow MID to verify Client's identity in telephone conversations. The purpose of the user identification program is to decrease the risk of identity theft, impersonation, theft of information, breach of confidentiality, property loss or damage. If Client declines to participate in the program, it will not be possible for MID to verify Client's identity in such telephonic conversations. One such provider of identification program offered by ID 20/20, Client agrees to execute the Release and Waiver Of Liability for Id 20/20 User Identity Verification Tool.

(a)____(Client Initials) Decline any User Identification Tools.

6.9 Disclaimer of Implied Warranties.

(a) MID MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS SERVICES OR GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE,USAGE OF TRADE, OR OTHERWISE.

(b) FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF

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DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) the foregoing limitation of warranties shall in no way limit or impair any warranties related to hardware or software from the supplier/developer/manufacturer of such hardware or software, to the extent such warranties are transferred to Client.

7. ALTERNATIVE DISPUTE RESOLUTION. THE PARTIES SHALL RESOLVE ANY DISPUTE, CONTROVERSY, SUIT, OR CLAIM ARISING OUT OF OR RELATING TO THE PRODUCT AND/OR THIS MCA, OR THE BREACH, TERMINATION OR INVALIDITY HEREOF (EACH, A "DISPUTE"), UNDER THE PROVISIONS OF THIS SECTION. THE PROCEDURES SET FORTH IN SECTIONS 7 AND 8.11 SHALL BE THE EXCLUSIVE MECHANISM FOR RESOLVING ANY DISPUTE THAT MAY ARISE FROM TIME TO TIME. DURING THIS DISPUTE **RESOLUTION PROCESS, THE PARTIES AGREE TO TOLL ANY** APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR DEFENSES, TO PROVIDE FOR THE RETENTION OF ANY LEGAL OR EQUITABLE ACTIONS OR DEFENSES THAT THE PARTIES MAY HAVE, AND TO PROVIDE THAT NO LEGAL OR EQUITABLE ACTION MAY BE INITIATED BY OR ON BEHALF OF THE PARTIES AGAINST ONE ANOTHER DURING THE MEDIATION PROCESS. THE PARTIES SHALL FIRST ATTEMPT IN GOOD FAITH TO RESOLVE ANY DISPUTE BY NEGOTIATION AND CONSULTATION BETWEEN THEMSELVES. THE PARTIES MAY, AT ANY TIME AFTER AN ATTEMPT IS MADE TO RESOLVE THE DISPUTE BY NEGOTIATION, SUBMIT THE DISPUTE TO ANY MUTUALLY AGREED TO PRIVATE MEDIATION SERVICE FOR MEDIATION BY PROVIDING TO THE PRIVATE MEDIATION SERVICE A JOINT, WRITTEN REQUEST FOR MEDIATION, SETTING FORTH THE SUBJECT OF THE DISPUTE AND THE RELIEF REQUESTED. THE PARTIES SHALL COOPERATE WITH ONE ANOTHER IN SELECTING A PRIVATE MEDIATION SERVICE, AND SHALL COOPERATE WITH THE MEDIATION SERVICE AND WITH ONE ANOTHER IN SELECTING A NEUTRAL MEDIATOR AND IN SCHEDULING THE MEDIATION PROCEEDINGS. THE PARTIES COVENANT THAT THEY WILL USE COMMERCIALLY REASONABLE EFFORTS IN PARTICIPATING IN THE MEDIATION. THE PARTIES AGREE THAT THE MEDIATOR'S FEES AND EXPENSES AND THE COSTS INCIDENTAL TO THE MEDIATION WILL BE SHARED EQUALLY BETWEEN THE PARTIES. IF THE MATTER IS NOT RESOLVED WITHIN SIXTY DAYS AFTER INITIATION OF MEDIATION THROUGH A PRIVATE MEDIATION SERVICE, EITHER PARTY MAY DEMAND CERTIFIED MEDIATION BY A MEDIATOR ON A COURT APPROVED PANEL OR AS OTHERWISE MUTUALLY SELECTED BY THE PARTIES. THE PARTIES AGREE TO USE THE SAME COMMERCIALLY REASONABLE EFFORTS IN THE SECOND MEDIATION STEP WITH THE COURT-CERTIFIED MEDIATOR. ALL MEDIATION SHALL BE BY VIDEO CONFERENCES, UNLESS OTHERWISE AGREED BY THE PARTIES IN WRITING. THE MEDIATION SHALL BE CONDUCTED IN THE STATE OF DELAWARE. IF THE PARTIES CANNOT RESOLVE ANY DISPUTE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF EITHER PARTY TO AGREE TO ENTER INTO MEDIATION OR AGREE TO ANY SETTLEMENT PROPOSED BY THE MEDIATOR, EITHER PARTY MAY DEMAND ARBITRATION.

MISCELLANEOUS/OTHER PROVISIONS. 8

8.1 Severability, No Recovery of Fees. Should any provision of this MCA be invalid, or unenforceable, the remainder of 7

Image Technology Group Client AGREEMENT

INITIALIZE: Image___ Client the provisions will remain in effect. In the event of a dispute, each party shall bear its own respective costs, expenses, and attorneys' fees.

8.2 Notices. Unless otherwise provided, notices to the Parties will be in writing to the address indicated above and deemed effective when received by U.S. mail by first class, express mail, or by electronic means.

8.3 Verification. Upon MID's written request, Client will provide MID with a certification signed by an officer of Client verifying that Product is being used pursuant to the terms of this MCA, including (without limitation) the licensed capacity of the Product. MID may, at its expense, audit Client's use of Product to confirm Client's compliance with this MCA. Any such audit will be conducted during regular business hours at Client's facilities and will not unreasonably interfere with Client's business activities. If an audit reveals that Client has underpaid Fees to MID. Client will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Client will also pay MID's reasonable costs of conducting the audit.

8.4 Assignment. Client may not assign this MCA or any rights granted in this MCA to any third party, except with the prior written consent of MID. MID may assign, in its sole discretion, all or any portion of this MCA to provide more reasonable and competent equipment, software, or services to Client.

8.5 No Waivers. Failure of a party to require performance by the other party under this MCA will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this MCA will not be construed as a waiver of any continuing or succeeding breach.

8.6 Force Majeure. Any delay or failure of MID to perform any obligation under this MCA caused by federal, state or municipal government orders restricting mobility, setting curfews or requiring shelter in place, labor disputes, acts of terrorism, cyber-espionage or hacking, storms or natural disasters, emergency, diseases, epidemics, pandemics, quarantines, riots, protests, electromagnetic pulses, biohazards, or other causes beyond the reasonable control of the MID will not be deemed a breach of this MCA (the "Force Majeure Event"). In the event of power failure or internet, satellite or loss of customer or utilities due to a Force Majeure or any other event beyond MID's control of either MID, Customer or a third party vendor or of agent of either MID or Customer, MID shall not be liable for the loss of network connectivity, internet connectivity or primary internet service that results in the Client's inability to access data, third party services, VOIP, or satellite services. Further, the MID is not required to seek a writ of habeas corpus in the event of a government order restricting the MID's ability to perform.

8.7 Channel Partners. Client acknowledges that MID may utilize channel partners to market and sell its products, services, or technologies.

8.8. Entire Agreement. This MCA, together with each Statement of Work and Order, constitutes the entire agreement between Client and MID, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This MCA, and each Statement of Work and Order, may be modified only by a mutuallysigned writing between Client and MID.

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8.9 Export Controls. Client will cooperate with MID as reasonably necessary to permit MID to comply with the laws and regulations of the United States and all other relevant countries relating to the control of exports ("Export Laws"). Client may not import, export or re-export, directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws without first obtaining such validated license.

8.10 Referencing. Client agrees that MID and any Affiliates of MID may refer to Client as a Client of MID, both internally and in externally-published media, to include (but not be limited to) use of Client name, logo, and the fact of the relationship in promotional materials, although Client may cancel the abovedescribed referencing rights on thirty (30) days-notice to MID. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential Clients of MID who wish to evaluate the technical specifications of Product.

8.11 GOVERNING FORUM AND LAW. THIS MCA IS GOVERNED BY DELAWARE LAW, EXCEPT AS TO CONFLICTS OF LAW, WHICH IN ALL CASES SHALL CAUSE TO BE SELECTED THE LAWS OF THE STATE OF DELAWARE. ALL DISPUTES UNDER THIS MCA SHALL BE RESOLVED IN ACCORDANCE WITH PARAGRAPH 7. SHOULD ARBITRATION BE DEMANDED, THE PARTIES AGREE THAT ARBITRATION WILL OCCUR IN THE STATE OF DELAWARE AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. IN ANY DISPUTE OR SUIT BEFORE ANY TRIBUNAL, LIMITATION OF LIABILITY PROVISIONS HEREIN ARE CONSIDERED MATERIAL CONSIDERATION FOR THIS AGREEMENT. AS SUCH, NO AWARDS MAY BE SOUGHT IN EXCESS OF THE LIMITATION OF LIABILITY PROVISIONS. IN THE EVENT OF A DISPUTE ARISING OUT OF THIS MCA, EACH PARTY SHALL OBSERVE THE "AMERICAN RULE" AND BEAR ITS OWN RESPECTIVE COSTS, EXPENSES, EXPERTS, AND ATTORNEYS' FEES, EXCEPT WITH RESPECT TO SECTION 5.4(C), THE PARTIES AGREE THAT NEITHER SHALL SEEK LEGAL FEES UNDER ANY CIRCUMSTANCES.

8.12 Litigation Holds. Any and all discovery, (including electronic data) that Client determines to voluntarily produce or is required or compelled to produce pursuant to process or court order in suits, claims, proceedings or disputes with third parties shall be at Client's sole expense and in a manner in form and substance compliant with applicable law, process or court order. MID's assistance with such discovery and the provision of products and services in connection therewith, shall be subject to a separate services agreement "discovery services agreement" mutually agreeable to MID and Client. In no event shall MID be required

under any such discovery services agreement to advance costs, fees or expenses - said costs fees and expenses to be disbursed by Client in advance unless otherwise agreed to in writing by the Parties.

8.13 <u>Non-disparagement</u>. Neither Party shall, directly or indirectly, make or authorize the making of any statement that disparages or creates any material negative inference with respect to the other Party's respective officers, directors, affiliates, personnel, products or related companies, by words, actions or other communications, or by any omission to speak, act or otherwise communicate.

8.14 Change of Control. In the event of an acquisition or other change in control of Client, this MCA, all statements of work, and orders either attached hereto as an exhibit or incorporated herein by reference, shall remain in full force and effect. "Change in Control" means, for any person, either (a) any sale, exchange, transfer, conveyance or termination of any equity or ownership interests in Client, or any corporate, limited liability company or partnership reorganization, restructure, merger, acquisition, transfer of assets, consolidation or adjustment with respect to Client, in each case if the persons currently in control of Client would no longer have such control after such event or (b) any other change in the direct or indirect control of, or the ability or right to control, a majority of the voting shares of any class of securities or ownership rights in Client or in the right or the power to control the election of the board of directors or other managing body of Client, in each case if the persons currently in control of Client would no longer have such control after such event.

8.15 Litigation. In the event of litigation or threatened litigation between Client and a third party, the Scope of MCA referenced in Section 1.1 shall not include assistance by the MID to preserve documents, including electronically stored information ("ESI"), as may be requested by counsel or as ordered by a court of competent jurisdiction.

8.16 MID makes no representations or warranties, express or implied, in regard to compliance with the GDPR (General Data Protection Regulation) as enacted by the European Parliament and the Council of the European Union, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

8.17 <u>Survival</u>. <u>Sections</u> 1, 2, 4, 5, 6, 7 and 8 will survive the termination or expiration of this MCA. Each party shall bear its own respective costs, expenses, and attorneys' fees in any litigation or arbitration proceeding between them arising out of this MCA, except with respect to section 5.4(c).

Image Technology Group Client AGREEMENT

INITIALIZE: Image_____ Client____

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This MCA is effective only upon execution by MID and Client. Each of the Parties represents and warrants that the person who executes this Agreement on behalf of such Party has been duly authorized on behalf of such Party to execute this Agreement on behalf of such Party and, in the case of an entity, that such authority has been validly obtained in accordance with the articles of incorporation and bylaws (or other organizational documents) of such Party, and the laws of the state of its organization for such Party.

Image Tech Group	Client: Tyrone Township
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Image Technology Group Client AGREEMENT

INITIALIZE: Image____ Client ____

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MANN INFORMATION TECHNOLOGY

RESPONSIVE PERSONAL RELIABLE



Our Commitment

We're committed to being the BEST I.T. COMPANY you've ever had!

If you have an outage or emergency, SO DO WE we're your I.T. department and we've got your back.

Our Experience

We'll lean on our 30 years of experience in corporate I.T. in Michigan to design and oversee systems for you.

We've worked with local and state government, schools, non-profits, and small-to-medium-sized businesses.

Our Technology

We specialize in cloud, network and server administration, including firewalls, WiFi mesh networks, client VPN, site-to-site VPN, and multi-level onsite/offsite backup & redundancy.

I.T. YOU CAN TRUST

We'll listen with kindness and patience, and explain things clearly without fancy tech lingo. You'll always feel respected by us.

GOING ABOVE AND BEYOND I.T.

We're all about CUSTOMER SERVICE - the good, old-fashioned kind - and that means consistently exceeding your expectations.

WE'LL DO I.T. RIGHT THE FIRST TIME

Instead of waiting for things to break, we'll proactively take care of all your tech needs, so you can worry less and focus more on your business.

ITyoucanTRUST.com



We will monitor, manage, and help lead your technology. You can email or call us anytime for help. You will have an I.T. department you can trust and rely on.

How We've Structured Our Service Team And Support Plans:

- · The tech threat landscape has changed dramatically in the last few years and is ever-evolving.
- · Additional security layers help protect your environment & data, and keep everything up & running.
- · Budgeting is easy for you with fixed monthly service costs.
- Our goal is to maintain a solid foundation and solid partnership for years to come.
- Current Mann I.T. team 7 technical staff and a dispatcher who answers phones/emails and opens tickets Mon-Fri, 8am-5pm. We also have off-hours and holiday on-call support for emergencies.

Current Security Layers:

Computer:

- Advanced Next-Gen AV = Endpoint Detection & Response (EDR): SentinelOne
- Windows/macOS Multi-Factor Authentication (MFA): Duo
- Privileged Access Management (PAM) software for Windows local admin rights control: AutoElevate
- PC document backup (doc, xls, ppt, pdf, et al): Cove
- · PC drive encryption w/key management: Bitlocker for Windows, FileVault for macOS

User/Email/Training:

- Microsoft 365 user backup (4-6x daily includes inbox, OneDrive, SharePoint & Teams): Cove
- Security Awareness Training (SAT): KnowBe4
- · Suspicious email reporting & response: KnowBe4 PhishER Plus

Network/Environment:

- Microsoft 365 protection/alerting: SaaS Alerts
- Dark web monitoring for password breaches: Liongard
- · Business-class firewall with advanced security services: SonicWALL (or equivalent)
- Microsoft 365 Premium license features: Defender for Office 365 Plan 1 (Safe Attachments, Safe Links), Entra ID Premium Plan 1 (Conditional Access, Customized Sign-In Page, Entra ID Join)



Total I.T. Care

Monthly Managed Services Statement of Work

\$1,509.00 Per Month	1	\$1,509.00 \$1,388.00
×		
\$125.00 Per Month	1	\$125.00

Total

\$1,388.00

Microsoft 365 Licensing Select one or more options from below			
Description	Price	Quantity	Amount
Monthly Recurring Microsoft 365 Business Premium Outlook email account 50GB storage, OneDrive 1TB storage, Microsoft Teams, desktop versions of Word, Excel, PowerPoint, Outlook, OneNote, Publisher and Access. Includes Azure AD Premium Plan 1 (P1) and Defender for Office 365 Plan 1.	\$26.40 Per Month	1	\$26.40
Monthly Recurring Microsoft 365 Business Standard Outlook email account 50GB storage, OneDrive 1TB storage, Microsoft Teams, desktop versions of Word, Excel, PowerPoint, Outlook, OneNote, Publisher and Access.	\$15.00 Per Month	1	\$15.00
Monthly Recurring Microsoft 365 Business Basic Outlook email account 50GB storage, OneDrive 1TB storage, Microsoft Teams, web/mobile versions of Word, Excel, PowerPoint, OneNote.	\$7.20 Per Month	1	\$7.20
Monthly Recurring Microsoft Defender for Office 365 Plan 1 Email security filter for spam, phishing attacks, email viruses. Safe Attachments. Safe Links. Anti- Phishing.	\$2.40 Per Month	1	\$2.40



Total	\$0.00
Tax	\$0.00

Description	Amount
Labor	\$160.00
Troubleshooting, configuration, installation,	
consulting, administration.	
Labor - Cabling	\$100.00
Running cable, terminating ends, attaching jacks,	÷+100.00
punching down, tacking cable down, testing	
cables.	

Total \$0.00

Managed Services Statement of Work:

- We will respond to your requests for support in a timely manner with our Mann I.T. Help Desk.
- · We will support you remotely by sharing your screen and come onsite as needed.
- We will monitor the health of your computers and network devices, manage your backups, and manage your anti-virus (EDR) and security.
- We will apply security patches to your workstations/servers and update the firmware for your network devices.
- We will document information about your I.T infrastructure.
- We will provide leadership advice and support to help you plan and budget for your future tech needs.

Upgrade/Travel/Onsite Charges:

- Existing server upgrade labor included (client pays for hardware)
- Existing firewall upgrade labor included (client pays for hardware)
- · Computer setup/reinstall/restore-from-backup labor included (client pays for hardware)
- · Onsite labor included for all service and server/firewall/computer upgrades
- · Travel time included for all service and server/firewall/computer upgrades

Projects are out of scope:

Examples of projects:

- Adding new server or local/cloud application
- · Adding an additional business location with a new network
- · Adding new major software for multiple users to use
- · New camera system or adding new cameras in your camera system
- · Server migration from on-premise to cloud
- Office move

What is NOT considered a project:

- · Everyday tech support and fixing what breaks
- · Daily routine maintenance and monitoring to keep your environment safe and operational
- · Keeping your environment up-to-date with the latest security updates

What is considered a project:

- More than an 8-hour day of work
- · Major addition/upgrade in the environment
- · Estimated, quoted with a statement of work, approved, scheduled and managed



1.1 Service Agreement. This Statement of Work [or Quote] is made and entered into pursuant and subject to, and the parties agree to be bound to, the terms and conditions under the Master Services Agreement ("Agreement") located at https://mann.cloud/msa

1.2 Additional Services. All new services are agreed upon by both Mann and Client. Additional service agreements are required for any additional services requested after this document is signed.

1.3 Service Agreement Duration. This service agreement starts when it is signed. It expires after one full year has passed. The service agreement will automatically renew on a month-to-month basis, unless either party decides otherwise as outlined in 1.4.

1.4 Termination by Client. Client may terminate this service agreement at any time. If service agreement is terminated prior to the end of the contract, Mann will bill to remove all provided software from all computers and servers on a Time and Material basis.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above. This Agreement is signed in the State of Michigan.

Tyrone Township

Mann Information Technology LLC

(Mike)

(Chris)

Print: Mike Cunningham

Print: Chris Mann

Dated:

Dated:



Township of Tyrone, MI

VC3 Manage - On Premises Cost Proposal 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 <u>https://www.vc3.com/terms-of-service/</u> 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 <u>betterit@vc3.com</u> 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, 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					
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	1.00	\$39.03	\$39.03	\$0.00	\$0.00
On Premises Workstation Support 24x7x365 Support - Proactive Monitoring, Maintenance & Patching Strategic IT Planning Endpoint Detection & Response + 24x7x365 SOC Microsoft 365 Protection and Backups IT Asset Lifecycle Management	16.00	\$39.03	\$624.48	\$0.00	\$0.00
Data Recovery - Server Backup VC3 Managed Backups per Server	1.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Services	s Monthly:		\$60	63.51	

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 Twp.
- Full patch management and system monitoring, 24x7x365 EDR support monitored by SOC.
- 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 2023 initial staggered pricing... see below for 3 year staggered breakdown.
- 2023: \$7963 (or \$663.51 / month)
- 2024: \$11,466 (or \$955.50 / month)
- 2025: \$16,320 (or \$1360 / month)

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$663.51	\$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.
 - 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

- 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
 - 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:

- 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: <u>https://www.microsoft.com/licensing/docs/customeragreement</u>
- 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.

At the beginning of the 4th year 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

VC3, Inc

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.	\$663.51
Monthly Fees (2 nd Year)	Invoiced at annual renewal	\$955.50
Monthly Fees (3 rd Year)	Invoiced at annual renewal	\$1360.00

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

Township of Tyrone, 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.

- 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.
- 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.

Support

- Local, Unlimited, U.S.-based help desk
 - Enhanced with Secure, FIPS (Federal Information Processing Standards) compliant, remote access by I.T. Right Technicians
 - > Enhanced with FCR (First Call Response Team) and Live 3rd Shift!
- Unlimited field response
- > Automated systems monitoring
 - > Windows and 3rd party patch management
- > Secure managed remote backup of data
 - > Enhanced with Full Image based Backups
- Monitored Endpoint Detection & Response
 - > Enhanced with live 24/7 SOC (Security Operation Center) monitoring
- > Anti-Ransomware / Quarantine
 - > Enhanced with AI that can stop "Zero or Ground Day" threats
 - Enhanced with Rollback Technology





Proactive Account Management

- Dedicated Technical Alignment Team
 - > Proactive alignment emphasizing Industry Standard Best Practices
- Dedicated Virtual Chief Information Officer (VCIO) /Senior Account Manager
- End User Security Training and Phishing Campaign
- Project management
 - Dedicated Projects Team
- Increased Helpdesk and Field Staffing
 - ➤ Added a live 3rd shift in 2022
- Center for Internet Security (CIS)
 - > Benchmark testing and Controls implementation
 - > Compliant with State of MI and State Police recommended Security Measures



Here are some links to help support your case to the board.

This article shows attacks are up about 65% over the last year with local government... <u>https://www.9and10news.com/2019/10/09/significant-rise-in-cyber-attacks-on-local-governments-across-the-country-since-last-year/</u>

Nearly 1,000 government entities attacked in 2019

https://www.heartland.org/news-opinion/news/local-governments-suffered-nearly-a-thousandransomware-attacks-report-finds

The "unprecedented and unrelenting barrage of ransomware attacks" attributed to more than \$7.5 billion in losses.

General article on MI based attacks, such as Lansing Board of Water and Light... who paid the bad guys to get their data back.

https://www.bridgemi.com/michigan-government/preparing-michigan-cities-health-systems-moreransomware-attacks

LBWL:

https://www.lansingstatejournal.com/story/news/local/2016/11/25/bwl-prepared-ransomwareattack/94332454/

Genessee County:

https://nbc25news.com/news/local/genesee-county-clerk-says-he-was-hacked-by-russians https://www.wnem.com/news/servers-hacked-in-genesee-county/article_f8c731e0-55a1-11e9-8124a7aa4508b5b0.html https://grandblancview.mihomepaper.com/articles/county-attacked-by-ransomware/ https://www.usnews.com/news/best-states/michigan/articles/2019-04-03/countys-computernetworks-attacked-by-ransomware-type-virus https://www.mlive.com/news/flint/2019/04/genesee-county-gets-email-back-hopes-to-restore-othercomputer-service-tuesday.html https://www.mlive.com/news/flint/2019/08/after-cyber-attack-genesee-county-could-pay-18-million-

Attack on Michigan school:

to-avoid-a-repeat.html

https://www.cbsnews.com/news/ransomware-attack-shuts-down-richmond-michigan-school-district/ https://www.mlive.com/news/ann-arbor/2020/01/hackers-demand-michigan-school-district-pay-10kin-bitcoin.html

Ferndale:

https://patch.com/michigan/ferndale/scammers-hack-email-impersonate-city-official

Shiawassee County:

https://www.detroitnews.com/story/news/local/michigan/2018/06/02/mich-county-official-falls-phishing-scam-quits/35640183/

Kent County Mental Health Authority:

https://www.databreaches.net/mi-kent-county-community-mental-health-authority-notifies-2284patients-after-phishing-attack/

Ingham County:

https://www.detroitnews.com/story/news/politics/2017/05/01/ingham-county-closes-offices-amidhacking-concerns/101162544/

Here is an example of using **Social Engineering** to break into a Michigan Jail system!! (The knowB4 security training I plan to start will help the Twp avoid this kind of pitfall). https://www.freep.com/story/news/local/michigan/2018/04/26/washtenaw-county-computerhacker/555434002/ https://www.bleepingcomputer.com/news/security/man-hacks-jail-computer-network-to-get-friendreleased-early/

City of Westland:

https://www.csoonline.com/article/3367798/ransomware-attack-drives-city-to-seek-greater-networkvisibility-into-cyber-threats.html

More from around the country...

https://www.cpomagazine.com/cyber-security/massive-ransomware-attack-in-texas-hits-22-cities-and-towns-hackers-demand-millions-in-payment/

- June 26, 2019: Lake City, Florida, discloses ransomware attack and payment.
- June 20, 2019: <u>City Riviera Beach, Florida, discloses ransomware attack and payment</u>.
- May 7, 2019: <u>City of Baltimore</u> hit with ransomware attack.
- April 2019: <u>Cleveland Hopkins International Airport</u> suffered a ransomware attack.
- April 2019: <u>Augusta, Maine</u>, suffered a highly targeted malware attack that froze the city's entire network and forced the city center to close.
- April 2019: Hackers stole roughly \$498,000 from the city of Tallahassee.
- March 2019: <u>Albany, New York</u>, suffered a ransomware attack.
- March 2019: <u>Jackson County, Georgia</u> officials paid cybercriminals \$400,000 after a cyberattack shut down the county's computer systems.
- March 2018: <u>Atlanta, Georgia</u> suffered a major ransomware attack.
- February 2018: <u>Colorado Department of Transportation</u> (CDOT) employee computers temporarily were shut down due to a SamSam ransomware virus cyberattack.



CIS-CAT Benchmarks

Executive Summary

The CIS Benchmarks are proven guidelines that will enable you to safeguard operating systems, software and networks that are most vulnerable to cyber-attacks. They are continuously verified by a volunteer IT community to combat evolving cybersecurity challenges and have been adopted by the State of Michigan. I.T. Right has included this as a part of your support contract with us.

This tool evaluates the cybersecurity posture of a system against recommended policy settings. It helps save time and resources by supporting automated content with policy setting recommendations based on the globally recognized CIS Benchmarks. It also provides IT and security professionals peace of mind by providing vulnerability scanning functionality for missed system patches.

I.T. Right has run this tool on the following machines prior to implementing security enhancements. Based on the findings, we implemented policies to fix some of the vulnerabilities without causing too many issues for end users. We then ran the tool again to show the increase in security scores that were achieved. While we have more to do, we have made great strides forward in the security posture for the City. I have summarized the results below.

Results:

Machine	Pre-Score	Post-Score
Domain Controller	34%	87%
Member Server	31%	88%
Client Machine	31%	86%

Please contact me if you have any questions.

Regards,

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