

**AGENDA
FOR BOARD
ACTION –**

**NEW
BUSINESS**

**NEW
BUSINESS
#1**

ITEM 1: ITRIGHT/VC3 CONTRACT

MOTION TO APPROVE THE 3 YEAR CONTRACT WITH VC3 FOR THREE YEARS EFFECTIVE JUNE 1, 2023, AT THE CONTRACT RATES OF YEAR 1 \$6,655, YEAR 2 \$9,583, YEAR 3 \$13,440, AND INCLUDING A 90 DAY CANCELLATION PERIOD.

MADE BY:

SECOND BY:

VOTING

COOK

WINDIATE

MERCHANT

SCHUTLZ

MARTEL



This agreement is made effective as of _____ by and between _____, and VC3 inc. whose Michigan Offices are at 5815 Clark Rd, Bath Michigan 48808. In this agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "VC3." VC3 has a background in computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by VC3. Therefore, the parties agree as follows:

1. **Description of Services.** Beginning on 04/01/2023 VC3 will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes existing computers and related network equipment within The Client's office(s).
2. **Services Not Covered.** VC3 reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment or technologies. The Client will be notified ahead of time of any extra charges involved before the work is started. Projects expected to exceed Eight (8) hours of labor including but not limited to replacement of servers are considered new technology, are not covered under this contract and will be billed separately.
3. **Services Not Provided.** VC3 will not provide structured cabling services. VC3 will not climb into ceilings, attics, or crawlspaces. VC3 will not climb upon roofs, trees, or polls; or use equipment like tall ladders or bucket trucks to service or replace equipment.
4. **Third Party Support Agreements.** To the extent that VC3 is asked to support third party software or hardware; The Client agrees to maintain appropriate support agreements with the manufacturers or resellers of those products such as software support contracts and/or onsite extended warranties for applicable hardware.
5. **Payment.** The Client will pay an annual fee to VC3 for the Services in the amount listed in the payment schedule (Appendix A). This fee shall be payable in full within 30 days unless otherwise notated in this document.
6. **Performance of Services.** VC3 shall determine the manner in which the services are to be performed and the specific hours to be worked by VC3. The Client will rely on VC3 to work as many hours as may be reasonably necessary to fulfill VC3's obligations under this agreement.
7. **Liability Limitations.** The Client agrees that in no event shall VC3, its officers or directors, be liable for any damages of any kind including but not limited to any direct, indirect, incidental, special or punitive damages. The exclusive remedy for any breach of this agreement is limited to an amount equivalent to three monthly payments. In the event of extreme error or negligence, damages will be limited to

the limits of the liability insurance referred to in section eight. Further, VC3 also agrees that damages from The Client may in no circumstances exceed an amount equivalent to three monthly payments of the contract. Thus, under no circumstances will either party be liable to the other for damages that exceed the value of three-monthly payments.

8. **Insurance.** During the Term, VC3 shall procure and maintain the following insurance coverage: (a) worker's compensation and employer's liability insurance as required by the laws of the State in which the Service are being performed, (b) comprehensive general liability insurance in the amount that is commercially reasonable with respect to the Services, and (c) cyber-liability insurance in the amount that is commercially reasonable with respect to the services. The Client shall not rely exclusively on VC3 for insurance or as an insurance provider; but shall procure and maintain its own insurance coverage (or agree to accept risk itself) as follows: cyber-liability insurance in the amount that is commercially reasonable with respect to The Client's servers, hardware, software, data and/or computer networks.
9. **The Section Intentionally Left Blank**
10. **Client New Project Approval.** VC3 and The Client recognize that VC3's Services will include working on various projects for The Client. VC3 shall obtain approval of The Client prior to the commencement of a new project.
11. **Primary Contact.** During The Term, The Client Agrees to assign one employee or elected official to be the primary contact person to VC3. The roll of the Primary Contact shall be to , (a) Meet and discuss with VC3 the status of projects and initiatives, (b) Communicate to VC3 the decisions of The Client including but not limited to technology policies and their enforcement, (c) Approve quotes or communicate the same to VC3. Should The Client fail to appoint a Primary Contact, The Client agrees that VC3 may work with any department head or elected official in these capacities.
12. **Other Client Appointed Contacts.** VC3 recognizes The Client may for compliance, legal, or other reasons appoint individuals other than the primary contact to positions of responsibility concerning line of business rolls or technologies. These positions include but are not limited to "CJIS Officer" and "FOIA Officer." VC3 will work with these individuals as it pertains to their reasonably assigned duties. The Client represents that VC3 can depend on these individuals for guidance pertaining to their respective areas of responsibility.
13. **Term and Termination.** This agreement shall be effective for THREE year(s). Continuation of and payment for services beyond this agreement stated term will constitute a renewal of 1 year under the existing terms. Either party reserves the right to terminate this contract at any time provided 90 days' notice is given. The remaining time will be prorated and paid to The Client within 120 of receipt of the termination notice.



- 14. Employees.** VC3's employees, if any, who perform services for The Client under this agreement shall also be bound by the provisions of this agreement.
- 15. Employment Restrictions.** The Client shall not solicit to hire, hire, or engage any of VC3's employees (or anyone employed by VC3 in the prior twelve calendar months) while this Agreement is in effect and for the twelve-calendar month period immediately after termination or completion of this agreement for any reason. If The Client does solicit to hire, hire, or engage any of the VC3's employees, The Client shall immediately pay VC3 an amount equal to 100% of the the-current or most recent annual salary or wages paid by VC3 to such employees.
- 16. Notices.** All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

IF for The Client

IF for VC3:

VC3
Dan Eggleston
Regional Manager
Box 160
Bath, Michigan 48808

Either party may change such addresses from time to time, by providing written notice to the other in the manner set forth above.

- 17. CPI-Index.** At the expiration of this contract period and each year thereafter, the rates described in "Appendix A" will be adjusted by 4% or by a CPI factor, whichever is greater. For the purposes of this document the CPI shall be defined by and will not exceed the USBLS unadjusted annual rate for the most recently reported 12-month period.
- 18. Entire Agreement.** This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 19. Amendments.** This agreement may be modified or amended if the amendment is completed in writing and signed by both parties.
- 20. Applicable Law.** The laws of the State of Michigan shall govern this agreement.



Party receiving services:

Accepted By: _____

Title: _____

Party providing services: VC3

Proposed By: _____

Dan Eggleston, Regional Manager

Appendix A: Price

RA

Year	Amount	Term/Option
2023	\$6655	Regular Term
2024	\$9583	Regular Term
2025	\$13,440	Regular Term
	4% or CPI Index thereafter	

**NEW
BUSINESS
#2**

ITEM 2: APPROVAL TO PURSUE FIRE GRANT PROGRAM

MOTION FOR TREASURER AND FIRE DEPARTMENT PERSONNEL TO PURSUE A “MI FIRE EQUIPMENT GRANT” AS SOON AS POSSIBLE AND PROVIDE MONTHLY UPDATES TO THE BOARD.

MADE BY:

SECOND BY:

VOTING

SCHUTLZ

MARTEL

COOK

WINDIATE

MERCHANT



Michigan Department of
TREASURY

MI Fire Equipment Grant Program

Frequently Asked Questions (FAQs)

Published May 2023

Introduction

The MI Fire Equipment Grant Program has been established to provide funding for the purchase of fire equipment for our part-time, on-call, or volunteer firefighters. Under the Fiscal Year 2022-23 budget, the Michigan Department of Treasury was appropriated \$12 million to establish and operate a grant program to qualified local governments. Grant awards are not to exceed \$10,000 for eligible departments.

MI Fire Equipment Grant Program Overview

1. What is the MI Fire Equipment Grant Program?

The MI Fire Equipment Grant Program is a grant program intended to assist local government fire departments that are “predominately on-call, part-time or volunteer” to purchase fire equipment for firefighters. Through a competitive grant process, eligible fire departments will be reimbursed for allowable fire equipment purchases.

Important to understanding the MI Fire Equipment Grant Program is understanding the definitions below. Treasury plans to administer this program using the definitions of qualified departments as defined in the Fire Service Directory established in LARA under 1941 PA 207. Per the Fire Service Directory, information provided on paid firefighters, part paid firefighters, and not paid firefighters will be used to determine eligibility for the grant.

Key Definitions:

- a. **“Firefighter”** means a member of an organized fire department or public safety department who is responsible for, or is in a capacity that includes responsibility for, the extinguishment of fires, the directing of the extinguishment of fires, the directing or management of emergency response activities, fire safety prevention inspection, plans examination, fire investigation, hazardous materials response, technical rescue response, airport rescue response, airport rescue firefighting, fire service instruction, and the enforcement of the general fire laws of this state and the community where he or she serves. (As defined by the Firefighters Training Council Act, 1966 PA 291, MCL 29.362).
- b. **“Fire Department”** means a department, authority, or other governmental entity that safeguards life and property from damage from explosion, fire, or disaster and that provides fire suppression and other related services in this state. Organized fire department includes any lawfully organized firefighting force in this state. (As defined in section 1 of the fire prevention code, 1941 PA 207, MCL 29.1)
- c. **“Local Unit of Government”** means a city, village, township, tribal government or an authority or commission established by a county, village, city of township by resolution, motion, or charter.
- d. **“Predominately on-call, part-time or volunteer”** means a fire department where more than 50% of the firefighters are “part time”, “volunteer”, a “volunteer firefighter” or a “paid on-call

firefighter" and registered as having more than 50% "non-paid" or "part-paid" firefighters as presented in the Fire Service Directory established by LARA under PA 207 of 1941.

- e. **"Part-time"** means employment during which an individual is paid for all hours he or she works and works scheduled shifts but works fewer hours weekly than the hours necessary to be classified as a full-time employee by the applicable employing political subdivision (As defined by the Firefighters Training Council Act, 1966 PA 291, MCL 29.362). Per the Fire Service Directory, "part-time" is equivalent to "part- paid" firefighter for the purpose of the MI Fire Equipment Grant Program.
- f. **"Volunteer"** means appointment or employment for which an individual receives no compensation for work provided, or appointment or employment for which an individual receives compensation in the form of reasonable expenses incurred during the course of his or her appointment or employment or other reasonable benefits, including, but not limited to, length of service awards or nominal fees. (As defined by the Firefighters Training Council Act, 1966 PA 291, MCL 29.362).
- g. **"Volunteer firefighter" or "paid on-call firefighter"** means an individual who is charged with the prevention or suppression of fires and who is directly engaged in the hazards of firefighting or in charge of a designated fire company or companies that are directly engaged in the hazards of firefighting on a volunteer or paid on-call basis (As defined by the Firefighters Training Council Act, 1966 PA 291, MCL 29.362). Per the Fire Service Directory, "volunteer firefighter" or "paid on-call firefighter" is equivalent to "non-paid" firefighter for the purpose of the MI Fire Equipment Grant Program. Volunteer or paid on-call firefighter does not include full-time firefighters.
- h. **"Paid on-call"** means employment during which an individual works on an on-call basis, is paid for all hours he or she works, and only occasionally works scheduled shifts (As defined by the Firefighters Training Council Act, 1966 PA 291, MCL 29.362)> Per the Fire Service Directory, "paid on-call" is equivalent to "part- paid" firefighter for the purpose of the MI Fire Equipment Grant Program.
- i. **"Full-time"** means employment during which an individual works scheduled shifts, is paid for all hours he or she works, and works sufficient hours weekly to be classified as a full-time employee by the applicable employing political subdivision (As defined by the Firefighters Training Council Act, 1966 PA 291, MCL 29.362). Per the Fire Service Directory, "Full time" does not equal "part-paid" or "non-paid" firefighter for the purpose of the MI Fire Equipment Grant Program.

MI Fire Equipment Grant Program Eligibility

2. Who is eligible to apply for the MI Fire Equipment Grant?

Applications for grant funds may be made by eligible cities, villages, townships, tribal governments or authorities or commissions established by law that may expend funds located in Michigan that meet the requirements for the MI Fire Equipment Grant Program.

3. I am a fire authority; am I eligible to apply for the MI Fire Equipment Grant?

Yes, a fire authority with a qualified fire department, as coded in the Fire Service Directory, can participate in the MI Fire Equipment Grant Program.

4. My local fire department is hybrid, are we eligible to apply for the MI Fire Equipment Grant Program?

Yes, a fire authority with a qualified fire department as coded in the Fire Service Directory can participate in the MI Fire Equipment Grant Program.

5. We are a tribal government, are we eligible to apply for the MI Fire Equipment Grant Program?

Yes, tribal governments with a qualified fire department can participate in the MI Fire Equipment Grant Program.

6. Who is not eligible to apply for the MI Fire Equipment Grant Program?

Local units of government with an allocation of “paid” firefighters that is greater than 50% of “part paid” and “non-paid” as presented in the Fire Service Directory are not eligible to apply for the MI Fire Equipment Grant Program.

7. I own/work for a company that sells equipment to fire departments. Is my company eligible to participate in the MI Fire Equipment Grant Program?

No, the MI Fire Equipment Grant Program requires that the grant recipient be a city, village, township, county, authority, or organization of government established by law that may expend funds located in Michigan that meets the requirements to receive grant funding.

MI Fire Equipment Grant Program Qualifications

8. How would an eligible local government qualify for the MI Fire Equipment Grant Program?

Eligible local units of government with a fire department that is “predominately on-call” “part-time”, or “volunteer”, “volunteer firefighter” qualify for the MI Fire Equipment Grant Program.

9. How will the Department of Treasury determine if a fire department is “predominately on call, “part time” or “volunteer”?

The Department of Treasury defines “predominately on-call, part-time or volunteer” when the sum of “part-paid” and “non-paid” firefighters as presented in the Fire Service Directory is greater than 50% of the total number of firefighters.

10. Is there a way to verify if my fire department is qualified to receive a payment for the MI Fire Equipment Grant Program?

Yes, eligible local units of government can visit <http://www.Michigan.gov/MIFireEquipmentGrant> to view a preliminary list of qualified local units of government. In addition to visiting our website,

eligible fire departments can calculate if the sum of “part-paid” and “non-paid” firefighters is greater than 50% as presented on the Fire Service Directory as of February 1st, 2023.

11. Who is qualified to submit an application for the MI Fire Equipment Grant Program?

A city, village, township, tribal government or an authority or commission established by a county, village, city or township by resolution, motion, or charter where the sum of “part-paid” and “non-paid” firefighters as presented in the Fire Service Directory is greater than 50%.

12. Can I use another form or letter to verify my local government qualifies for the MI Fire Equipment Grant Program?

No, a qualified fire department is required to verify it is “predominately on-call, part-time, or volunteer” by calculating the sum of “part-paid” and “non-paid” firefighters is greater than 50% using the Fire Service Directory.

13. What if our fire department changed our “part-paid” and “non-paid” firefighter allocation as presented in the Fire Service Directory after February 1st, 2023?

If the data presented in the Fire Service Directory has changed, the Department of Treasury will perform a review of the revised allocations using the Fire Service Directory. Local units of government can submit the revised Fire Service Directory Update for consideration.

14. What equipment is a qualified expense for the MI Fire Equipment Grant Program?

The department of Treasury defines qualified fire equipment for the purpose of the grant program as:

Turnout coats and pants	SCBA Masks	Gloves (structural, and extrication)
Hoods	Radios, batteries, and antennas	Flashlights
Helmets	Safety Vest for traffic accidents	Boots
Lucas Devices	Personal thermal imaging cameras	

MI Fire Equipment Grant Program Application

15. When can I apply to the MI Fire Equipment Grant Program?

Qualified local units of government can file a claim using the MI Fire Equipment Grant Program Application (Form 5874) using the Michigan eSignature Solution Process beginning May 15th, 2023, but no later than June 30th, 2023.

16. How do I apply for the MI Fire Equipment Grant program?

Eligible local governments that qualify for the MI Fire Equipment Grant Program must complete the MI Fire Equipment Grant Application as early as May 15th, 2023, to receive a grant award. The FRGP Application must be fully completed and submitted to the Department of Treasury using the Michigan eSignature Solution Process no later than June 30, 2023.

**NEW
BUSINESS
#3**

ITEM 3: NO BOARD ACTION

Board meeting 5/16/2023:

The Township Board of Trustees wishes to recognize the 49th Annual National EMS week of May 21-27, 2023. The theme this year is: "EMS: Where Emergency Care Begins".

This Board and the entire community of Torch Lake Township acknowledges our "First Class" Ambulance/EMS team for their outstanding and dedicated service for its citizens.

Our sincere appreciation and best wishes for their constant safety and good health for the upcoming year.