GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, JANUARY 27, 2020

WORK SESSION – Work Session is Cancelled.

REGULAR MEETING – 7:00 P.M.

I.  CALL TO ORDER
II. PLEDGE TO THE FLAG
III. ROLL CALL
IV. SELECTION OF PRESIDENT PRO TEM FOR MEETING
V. APPROVAL OF MEETING AGENDA

VI. CONSENT AGENDA
1.  Approve January 13, 2020 Regular Board Minutes
2.  Approve Payment of Invoices in the amount of $329,277.85 (A/P checks of $204,000.45 and payroll of $125,277.40)
3.  Approve Engineering Services Agreement - Prein & Newhof for the Extension of the Ferris Street Water Main ($30,000)
4.  Approve Engineering Services Agreement - Prein & Newhof for the Reconstruction of a Section of Non-Motorized Pathway Along Lakeshore Drive ($55,000)
6.  Approve Purchase of a Replacement Vehicle – Community Development ($28,399.62)
7.  Approve Purchase of a Replacement Vehicle – Public Services ($28,370)

VII. OLD BUSINESS
1.  Second Reading – Firearms Ordinance Amendment
2.  Resolution 20-01-01 – Approve Grand Region Joint Parks & Recreation Plan

VIII. NEW BUSINESS
1.  Approve Agreement with Rehmann Technology Solutions for Information Technology Support Services ($6,117 monthly)

IX. REPORTS AND CORRESPONDENCE
1.  Committee Reports
2.  Manager’s Report
   a.  Chamber of Commerce Q4 – 2019 Report
3.  Others

X. EXTENDED PUBLIC COMMENTS/QUESTIONS ON NON-AGENDA ITEMS ONLY (LIMITED TO THREE MINUTES, PLEASE.)

XI. ADJOURNMENT

NOTE:  The public will be given an opportunity to comment on any agenda item when the item is brought up for discussion. Please complete Speaker Information Sheet. The supervisor will initiate comment time.
GRAND HAVEN CHARTER TOWNSHIP BOARD
MONDAY, JANUARY 13, 2020

WORK SESSION

Supervisor Reenders called the work session meeting of the Grand Haven Charter Township Board to order at 6:00 p.m.

Staff noted that information that had previously been provided, including a recent section from the Michigan Township’s Association regarding Short Term Rentals (STRs). Staff noted that they are looking for final direction from the Board on how to proceed and whether additional enforcement should begin on any STRs due to the delay in implementing proposed regulations.

Discussion was held in verifying whether properties were included in certain associations and whether language in covenants or bylaws specifically excluded rentals. The Board noted an article regarding STRs in the January Michigan Township’s magazine.

Discussion was held regarding PREs and enforcement of PRE rules from the State for properties that rent their residence for more than two weeks.

It was noted that about 41% of the 51 known STRs are owned by Township residents. 49% are owned by individuals that do not live within the Township. It is unclear on the resident status of the remaining 10% of STRs. The 51 STRs parcels identified account for about 7/10th of 1% of the parcels in the Township.

It was noted that the proposed STR regulations were not restricting rights – since short term rentals are not an allowable use under current rules – rather the rules are generating additional property rights.

Manager Cargo noted that staff would begin enforcement on one or more additional STR properties adjacent to Pottawatomie Bayou that had generated complaints, unless there were objections by the Board. (Enforcement has occurred on four properties.) No objections were raised.

The Board instructed staff to complete the following:

✓ Include language that would require the Ottawa County Department of Public Health to inspect/certify both septic systems and wells (e.g., upgrade from class II to class III). Also, to prohibit shared wells.
✓ Include language requiring liability insurance for renters – amount not specified.
✓ Include language reducing six-day minimum stay to 3-days during off season.

Public Comments included:

1. Jaramie Curtice (15981 Mercury Drive) noted that many websites that market STRs provided additional liability insurance for the property owner.
2. Richard Bullington (12857 Wilderness Trail) stated that STRs are becoming intolerable within his neighborhood; are a constant headache and that relief is needed.
3. Kris Riera (18110 Forest Drive #16) is located within the Shore Acres Subdivision, was the Association Treasury for 18 years for the 23 homes within the development, and that the Association monitors STRs within their development.
4. Marcie Barber (11840 Lakeshore Drive) does not consider her property to be in a neighborhood due to the 55-mph speed limit of Lakeshore Drive and believes their property is appropriate for an STR.
5. Ross VandeWege (10975 Lakeshore Drive) stated that their STR is a second house and that rents offset the costs. Wants minimum stay to be reduced from the proposed six-days.
6. Richard Barber (11840 Lakeshore Drive) stated that basing the STR map on platted properties is too broad, his property is not in a neighborhood because of the 55 mph traffic on Lakeshore; and, six night minimum stay is too long.
7. Susan Heiwe (14520 178th Avenue) stated that neighbors do not oppose her STR rentals and that she needs the rents to pay for the property.

REGULAR MEETING

I. CALL TO ORDER
Supervisor Reenders called the regular meeting of the Grand Haven Charter Township Board to order at 7:06 p.m.

II. PLEDGE TO THE FLAG

III. ROLL CALL
Board members present: Behm, Kieft, Meeusen, Redick, Larsen, Reenders, and Gignac

Board members absent:

Also, present were Manager Cargo, Human Resources Director Dumbrell, and Community Development Director Fedewa.

IV. APPROVAL OF MEETING AGENDA
Motion by Trustee Meeusen and seconded by Trustee Behm to approve the meeting agenda. Which motion carried.

V. APPROVAL OF CONSENT AGENDA
1. Approve December 9, 2019 Regular Board Minutes
2. Approve Payment of Invoices in the amount of $915,338.56 (A/P checks of $718,030.39 and payroll on 12/18/2019 of $92,254.34 and payroll on 12/31/2019 of 105,053.83)

Motion by Clerk Larsen and seconded by Trustee Meeusen to approve the items listed on the Consent Agenda. Which motion carried.

VI. PUBLIC HEARING
Supervisor Reenders opened the public hearing on the “Grand Region Joint Parks &
Community Development Director Fedewa noted that the current Township recreation plan expired on December 31 and that an update plan will need to be adopted prior to applying for any recreation grants. The adoption of the plan will need to occur prior to February 1st.

The updated plan is mostly minor changes to reflect changes that occurred over the previous five-years – such as the Schmidt Heritage Park.

Public Comments included:
1. Laird Schaefer (12543 Wilderness Trail) noted that although the plan had been made available for the 30 days required, because of the holidays many did not have an opportunity to review the 258-page plan. Recommended that the resolution be tabled.

There being no further public comments, Supervisor Reenders closed the hearing at 7:12 p.m.

VII. OLD BUSINESS
1. Motion by Trustee Redick supported by Clerk Larsen to postpone action of the Proposed Restated Firearm Ordinance until the January 27th Board meeting. This constitutes the first reading. Which motion carried.

2. Motion by Treasurer Kieft supported by Trustee Redick to approve the Final Plan for Lincoln Pines Subdivision No. 2. Which motion carried.

3. Motion by Clerk Larsen supported by Treasurer Kieft to postpone action on Resolution 20-01-01 that approves the 2020-2024 Grand Region Joint Parks & Recreation Plan until the January 27th meeting to provide the public further opportunity to review the document. Which motion carried, with Trustee Redick voting no.

VIII. NEW BUSINESS
1. Motion by Treasurer Kieft supported by Trustee Gignac to approve Resolution 20-01-02 amending the Employee Educational Expenses Policy, Section 12.12 of the Personnel Policies and Procedures Manual, effective immediately. Which motion carried pursuant to the following roll call vote:
   Ayes: Larsen, Gignac, Kieft, Meeusen, Redick, Behm
   Nays: Reenders
   Absent:

IX. REPORTS AND CORRESPONDENCE
1. Committee Reports
2. Manager’s Report
   a. December Building Report
   b. December Ordinance Enforcement Report
   c. December Public Services Report
d. Final Review of 2019 Project List
3. Others

IX. PUBLIC COMMENTS
1. Laird Schaefer (12543 Wilderness Trail) noted the increase in emergency runs for the Fire/Rescue Department and that many of the runs were due to Health Pointe or the Village at Rosy Mound. Recommended that the Board draft a policy for reimbursement for properties with multiple calls for emergency service.
2. Ed Everhart (12087 Bluewater) questions whether his parcel is part of a legal plat and provided information for staff to review. Does not believe STRs need to regulate.
3. Susan Vanse (14873 Mercury Drive) does not believe that the Board understands STRs, and that STRs provide a place other than a hotel room.
4. Doug Vanse (14873 Mercury Drive) notes that they screen renters very closely and have a good rating through their STR website. Parcel is an old resort property that has been rented for 50 years.
5. Christina Gorza (Lakeshore Drive) believes the six-day minimum is too high.
6. George DeWild (12103 Bluewater) agrees with Everhart that his property is not in a subdivision and recommended delay of the STR regulations until a ruling by the Michigan Supreme Court.
7. Lee Fisher (Park Township) introduced himself as a candidate for County Prosecutor with endorsements from the current County Prosecutor and Sheriff.
8. Fitz Fitzgerald (Holland Township) provided information on shoreline erosion and materials available for property owners.

X. ADJOURNMENT
Motion by Clerk Larsen and seconded by Trustee Behm to adjourn the meeting at 8:10 p.m. Which motion carried.

Respectfully Submitted,

[Signature]
Laurie Larsen
Grand Haven Charter Township Clerk

[Signature]
Mark Reenders
Grand Haven Charter Township Supervisor
Public Services Memo

DATE: January 23, 2020

TO: Township Board

FROM: Mark VerBerkmoes

RE: 2020 – Ferris Street Water Main Extension – Engineer Services Agreement

As you may recall, the 2020 budget contains about $212,000 to extend the existing water main along Ferris street in order to serve Schmidt Heritage Park. In addition, GHT budgeted $30,000 for professional engineering services related to this maintenance project.

Attached, please find letter from Prein & Newhof detailing the professional fee breakdown for a cost not-to-exceed $30,000 to complete this construction project.

To authorize staff to complete an engineer service agreement with Prein & Newhof for services related to the 2020 Ferris water main extension, the following motion can be offered:

**Move to authorize staff to execute an engineering agreement with Prein and Newhof for the 2020 Ferris Street water main extension project at a cost not-to-exceed $30,000.**

If you have any questions or comments, please contact me at your convenience.
January 21, 2020
2190762

William D. Cargo, Superintendent
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

RE: Ferris Street Water Main Extension

Dear Mr. Cargo:

The Township plans to extend watermain on the north side of Ferris Street from Acadia Dr to the west across the Schmidt Heritage Park property. Besides the watermain extension, the non-motorized pathway along this stretch will be replaced and re-routed off the roadway. Our preliminary construction estimate is $212,000.

Professional Services

Our proposed services shall include the following:

**Design Engineering, Survey, and Construction Engineering**

- Complete topographical survey
- Design water main and rerouted non-motorized pathway
- Prepare bidding documents including opinion of probable cost, construction drawings, specifications and construction contract documents
- Provide bidding assistance: answer questions during bidding, review and tabulate bids, etc.
- Assist with completion of contract documents
- Prepare all necessary permit applications (SESC, EGLE, OCRC etc.)
- Attend plan review meeting with Township Staff
- Attend a preconstruction meeting with Township and Contractor
- Provide construction staking for the project
- Provide part time construction observation on site throughout the duration of the project based on a three week construction period estimated at 30 hours per week of observation (90 hours)
- Prepare 2 payment applications throughout the duration of the project.
- Draft and provide record drawings

**Fee Estimate**

Design: $12,300
Survey: $4,700
Construction: $13,000
Total: $30,000
We propose to perform professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed $30,000. Permit fees are not included in scope of services.

We will perform these services in accordance with our Professional Service Agreement approved February 26, 2018.

**Additional Services**

Should additional services be requested by you or required by conditions encountered, we will contact you and obtain your authorization prior to performing such services. The fees for additional engineering services will be established according to our Current Fee Schedule.

Sincerely,

Prein&Newhof

[Signature]

Kevin S. Kieft, P.E.

KSK/ksk

cc: Mark VerBerkmoes, Grand Haven Charter Township
As you may recall, the 2020 budget contains about $350,000 to replace a section of pathway on Lakeshore Drive, between Ferris and Hayes Street. In addition, GHT budgeted $55,000 for professional engineering services related to this maintenance project.

Attached, please find letter from Prein & Newhof detailing the professional fee breakdown for a cost not-to-exceed $45,100 to complete this maintenance project.

To authorize staff to complete an engineer service agreement with Prein & Newhof for services related to the 2020 pathway reconstruction, the following motion can be offered:

Move to authorize staff to execute an engineering agreement with Prein and Newhof for the 2020 pathway maintenance projects at a cost not-to-exceed $45,100.

If you have any questions or comments, please contact me at your convenience.
January 21, 2020
2190764

William D. Cargo, Superintendent
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417

RE: Lakeshore Drive Non-Motorized Pathway Reconstruction-Ferris St to Hayes St

Dear Mr. Cargo:

The Township plans to reconstruct the Non-Motorized pathway on Lakeshore Drive from Ferris Street to Hayes St. Repairs will be made by replacing all pathway asphalt, incidental driveways, and failing retaining walls on the stretch of pathway. ADA ramps will also be added to all intersections that do not currently have them. Our preliminary construction estimate is $350,000.

**Professional Services**

Our proposed services shall include the following:

*Design Engineering and Construction Engineering*

- Design pathway repairs
- Prepare bidding documents including opinion of probable cost, construction specifications and construction contract documents
- Prepare all necessary permit applications (SESC, OCRC, etc.)
- Attend up to two plan review meetings with Township Staff with one being a site walkthrough
- Complete 3 construction easements that may be needed as part of construction
- Provide bidding assistance: answer questions during bidding, review and tabulate bids, etc.
- Coordinate and attend a preconstruction meeting with Township and Contractor
- Coordinate and attend 2 progress meetings with Township and Contractor
- Provide construction observation services based on 5 weeks of construction on site throughout the duration of the project based on and estimated 30 hours per week (150 hours)
- Prepare 2 payment applications for the project.

**Fee Estimate**

Design: $17,700

Construction: $27,400

Total: $45,100
We propose to perform professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed $45,100. Permit fees are not included in scope of services.

We will perform these services in accordance with our Professional Service Agreement approved February 26, 2018.

**Additional Services**

Should additional services be requested by you or required by conditions encountered, we will contact you and obtain your authorization prior to performing such services. The fees for additional engineering services will be established according to our Current Fee Schedule.

Sincerely,

Prein&Newhof

Kevin S. Kieft, P.E.

KSK/rdt

cc: Mark VerBerkmoes, Grand Haven Charter Township
Public Services Memo

DATE: January 23, 2020

TO: Township Board/Manager

FROM: Mark VerBerkmoes

RE: Backup Repository Replacement

The 2020 budget contained monies for the replacement of the device used to store data backups. Our current storage device, a Synology RS2414+ is more than 10 years old. The Township has outgrown both the device’s speed and capacity.

You may be aware that a significant amount of our information is stored electronically. In the last several years we have become more dependent on electronic storage, by including scanned invoices, legal documents, plan sets, service cards, PTA’s and much, much more. This then creates a responsibility to provide both short- and long-term storage solutions that are secure.

The Township utilizes backup software from Veeam, so we sought their assistance for a recommendation on a replacement device. They have created an alliance partnership with three different companies, Quantum, Exagrid and IBM. Based on the Township’s current and future needs, coupled with the ability to ‘grow’ or scale the device’s storage capacity in the future, staff is recommending the purchase of an ExaGrid device.

A distinct advantage of the ExaGrid product is that initial backups are stored in a ‘sandbox’ or holding area before being permanently stored on the device. This separation adds a layer of protection between the current back up data and the archived data. The device will first scan the data in the sandbox for virus’ followed by de-duplication of the data before moving it to the archive area. The advantages of this method are that data is insured to be clean and virus free before being permanently stored, and that only one version of a file is being stored, rather than redundant versions of the same file. De-duplication will help reduce storage space needs for long term backups.

Staff is recommending the purchase of an ExaGrid EX10000E storage device that will include 3-years of support along with setup and implementation services in the amount of $28,174.00. There was $28,000 included in the 2020 IT budget for this purchase. There are sufficient monies within this budget to cover the slight overage. If the Board agrees with staff’s recommendation, the following motion could be offered:

Move to authorize staff to purchase an ExaGrid EX10000E storage device to be utilized as a backup repository in the amount of $28,174.00.

If you have any questions or comments, please contact me at your convenience.
Public Services Memo

DATE: January 23, 2020
TO: Township Board/Manager
FROM: Mark VerBerkmoes
RE: Year 2020 - Vehicle Purchase – Community Development

As you may recall, the 2020 budget contained monies for the replacement of a Community Development vehicle. Specifically, the Department is proposing to replace a 2008 Ford F150 pickup truck that is utilized primarily within the Community Development Department for inspections and enforcement. This vehicle was originally proposed to be replaced in 2018 per the CIP, however, staff have been able to extend its useful life for an additional two years.

In the past, staff always attempts to purchase vehicles utilizing the State Purchase Program (MiDEAL) from dealers offering fleet discounts to State and Local Governments. This is again the case with this replacement and fortunately, this time, we were able to obtain pricing from a responsive dealer.

In brief, the quotation from Galeana’s Van Dyke Dodge of Warren, MI is for $28,399.62. This price includes the base vehicle at the MiDEAL quoted price along with options that are included at dealer cost. There is $30,000 included in the Community Development portion of the 2020 budget for the replacement of this vehicle.

It is staff’s recommendation to accept the proposal from Galeana’s Van Dyke Dodge of Warren, MI for a 2020 Dodge Durango SSV. If the Board supports this recommendation, the following motion could be offered:

Move to authorize staff to purchase one 2020 Dodge Durango SSV from Galeana’s Van Dyke Dodge of Warren, MI for a purchase price of $28,399.62.

If you have any questions or comments, please contact me at your convenience.
Public Services Memo

DATE: January 23, 2020

TO: Township Board/Manager

FROM: Mark VerBerkmoes

RE: Year 2020 - Vehicle Purchases - DPW

As you may recall, the 2020 budget contained monies for the replacement of one Public Services vehicle. Specifically, the Department is proposing to replace a 1998 Dodge 2500 pickup truck that is utilized primarily within the Parks.

In the past, staff has purchased vehicles utilizing the State Purchase Program (MiDEAL) from dealers offering fleet discounts to State and Local Governments. However, the Township and others have experienced reoccurring unresponsiveness of some of the dealers within MiDEAL. Therefore, in an effort to find a responsive dealer with competitive pricing, this time around, the Township requested proposals not only from the MiDEAL vendor, Gorno Ford, but two local dealers, Preferred Ford and Great Lakes Ford as well. The big positive of this is that we can compare local dealer pricing to that of the MiDEAL vendor to see if there really is a savings utilizing the State bid. A table of the bids received is shown below:

<table>
<thead>
<tr>
<th>Dealer</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gorno Ford</td>
<td>$28,370.00</td>
</tr>
<tr>
<td>Preferred Ford</td>
<td>$29,126.68</td>
</tr>
<tr>
<td>Great Lakes Ford</td>
<td>$29,376.56</td>
</tr>
</tbody>
</table>

There is $30,000 included between the 2020 Water and Sewer budgets for the replacement of this vehicle.

It is staff’s recommendation to accept the proposal from Gorno Ford of Woodhaven MI. If the Board supports this recommendation, the following motion could be offered:

“Move to authorize staff to purchase one 2020 Ford F250 Pickup Truck from Gorno Ford of Woodhaven, MI for a purchase price of $28,370.00”

If you have any questions or comments, please contact me at your convenience.
SUPERINTENDENT'S MEMO

DATE: January 15, 2020

TO: Township Board

FROM: Bill

SUBJECT: Restated Firearm Ordinance

Pursuant to the direction from the Board at the December 13th Board meeting, please find a restated Firearms Ordinance.

In brief, this restated ordinance contains the following differences from the current ordinance:

- The ordinance does not reference or regulate pellet guns or BB guns that use compressed air to propel the shot.
- The ordinance prohibits the firing of blanks – except to start athletic events – on parcels less than 10 acres in size.

If the Board supports these changes, the following motion can be offered for a second reading:

(This requires a roll call vote.)

Move to approve and adopt the Restated Firearm Ordinance, as presented.
This constitutes the second reading.

If you have any questions or comments prior to the meeting, please contact me.
RESTATED FIREARMS ORDINANCE
CHARTER TOWNSHIP OF GRAND HAVEN, MICHIGAN

An Ordinance to secure the public peace, health, safety, and welfare of the residents and property owners of the Charter Township of Grand Haven, Ottawa County, Michigan, by regulation of the use of firearms, the restriction as to the firing of firearms, and the prohibition of shooting firearms within specified areas; to provide penalties for the violation of this Ordinance; and to repeal all ordinances or parts of ordinances in conflict with this Ordinance.

THE CHARTER TOWNSHIP OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN, ORDAINS:

Sec. 1 PURPOSE

The purpose of this Ordinance is to secure and maintain the public peace, health, safety, and welfare of the residents and property owners of the Township, by the regulation of the use of firearms within the Township and the approval of firearm ranges. This Ordinance is not intended to regulate hunting or to conflict with the exclusive control of hunting activities by the State of Michigan.

Sec. 2 TITLE

This Ordinance shall be known and cited as the Charter Township of Grand Haven Firearms Ordinance, and it is intended to completely restate and replace the Charter Township of Grand Haven Firearms Ordinance, Ordinance No. 356, as amended.

Sec. 3 FIREARM DEFINITION

The word "firearm," as used in this Ordinance, shall mean any weapon or device from which is propelled any missile, projectile, bullet, shot, or other mass by means of explosives, or any device which simulates the propulsion of any missile, bullet, shot, or other mass but instead fires blanks or other items not intended to inflict damage on people or animals (e.g. paint cartridges).

Sec. 4 REGULATION OF USE OF FIREARMS

No person shall, from and after the effective date of this Ordinance, discharge any firearm within the Township, except under the following circumstances.

1. Authorized officers of the law are permitted to discharge their firearms in the performance of their duties.

2. A person may discharge a firearm for the protection of life and/or property, to the extent otherwise allowed by law.
3. A person may discharge a firearm for target practice purposes, in a safe manner, upon any sport shooting range in existence prior to December 26, 1989 that is operating in accordance with applicable laws and ordinances; which specifically includes, but is not limited to, the North Ottawa Rod and Gun Club.

4. A person may discharge a firearm in connection with otherwise lawful hunting activities allowed by the State of Michigan.

5. A person may discharge a firearm (between the hours of 8:00 a.m. and the earliest of sunset or 8:30 p.m.) on any parcel of land with a lot area, as defined by the Township Zoning Ordinance, of ten acres or larger which is located in any area zoned Agricultural, Rural Preserve, or Rural Residential as defined by the Township Zoning Ordinance.

6. A person may discharge a firearm that discharges only paint cartridges if allowed by the Township’s Zoning Ordinance and if the firearm does not simulate the noise of a firearm discharging any missile, bullet, shot, or other mass intended to inflict damage on people or animals.

7. A person may discharge a starter’s pistol, firing a blank round only, to initiate the start of an athletic contest sanctioned by an athletic association or organization governing school, amateur, semi-professional, or professional athletic events.

Sec. 5  DISCHARGE RESTRICTIONS; ROADWAYS

From and after the effective date of this Ordinance, it shall be unlawful to discharge any firearms, upon or across any public road or highway, within the Township.

Sec. 6  AGE RESTRICTION

Except as may be permitted by the Hunting Regulations of the State of Michigan, it shall be unlawful for any person under the age of 17 years to discharge a firearm unless under the direct supervision and control of and accompanied by a parent, legal guardian, or adult person authorized by the parent or legal guardian, to have direct supervision of the person under the age of 17 years. Further, it shall be the responsibility of every parent, legal guardian, or other person having the physical custody or charge of any minor under the age of 17 years to control the minor and prevent the minor from violating or attempting to violate any provisions of this Ordinance.

Sec. 7  ADMINISTRATIVE LIABILITY

No officer, agent, or employee of the Township shall be personally liable for any
damage that may occur to any person as a result of any act required or permitted in the discharge of duties in the enforcement of this Ordinance.

**Sec. 8 PENALTIES**

Any person who violates any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than $500, or by imprisonment in the county jail not to exceed 90 days, or by both such fine and imprisonment.

**Sec. 9 VALIDITY**

Should any action, clause, or provision of this Ordinance be declared to be invalid, the same shall not affect the validity of this Ordinance as a whole, or any other part of this Ordinance.

**Sec. 10 EFFECTIVE DATE/REPEAL**

This Ordinance was approved and adopted by the Township Board of Grand Haven Charter Township, Ottawa County, Michigan, on _____________, 20__, after a first reading on _____________, 20__, and publication following the first reading. This Ordinance shall be effective on _____________, 20__, 30 days after publication following adoption.

_________________________________  ___________________________________
Mark Reenders, Township Supervisor   Laurie Larsen, Township Clerk
CERTIFICATE

I, Laurie Larsen, the Clerk for the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing Restated Firearms Ordinance was adopted at a regular meeting of the Township Board held on ________________, 20___. The following members of the Township Board were present at that meeting: ___________________________________________. The following members of the Township Board were absent: ___________________________________________. The Ordinance was adopted by the Township Board with members of the Board voting in favor and ___________________________________ members of the Board voting in opposition. Notice of Adoption of the Ordinance was published in the Grand Haven Tribune on ________________, 20___.

Laurie Larsen, Clerk
Grand Haven Charter Township
Community Development Memo

DATE: January 23, 2020
TO: Township Board
FROM: Stacey Fedewa, AICP – Community Development Director
RE: Grand Region Joint Parks & Recreation Plan – Adoption

BACKGROUND

It is time for a new parks and recreation plan pursuant to the DNR requirements. This joint community plan includes GHT, City of Grand Haven, Spring Lake Township, Village of Spring Lake, and City of Ferrysburg.

The DNR requires current P&R plans to be on file to be eligible for grant funding. Each of the 5 communities intends to submit grant applications within the next 5 year cycle of the P&R plan.

The DNR also requires the draft plan to be available to the public for at least 30 days prior to the hearing (notice published 12/14/19). From there a public hearing can be held and a subsequent resolution can be adopted to approve the plan.

The required public hearing was held on January 13th, and tabled for additional time to review.

UPDATES TO THE PLAN

For the most part, the Township updates are just a matter of catching the plan up to current times (adding Schmidt Heritage Park). Below is an itemized list of updates along with the relevant page number in the plan.

(1) Page 14 – 16: Administrative Structure, Organizational Chart, Parks & Rec Funding.
(2) Page 27: Overall Park Map expanded Hofma (Witteveen & Wolfe) & added SHP.
(3) Page 28: Facilities Chart, which needs corrections:
(a) Hofma Park & Preserve – acreage is 566, remove the comment about land donation.
(b) Mercury Park – replace the in-line rink comment with multi-purpose grass field.
(c) Schmidt Heritage Park – acreage is 73.8.
(d) Witteveen Property – remove because it is part of Hofma Park & Preserve.

(4) Page 68: Updated Mercury Park page including new photos and info on the in-line rink.
(5) Page 71: Created the Schmidt Heritage Park page.
(6) Page 97: Accessibility Assessment Chart, which needs corrections:
   (a) Witteveen Property – remove because it is part of Hofma Park & Preserve.
   (b) Buchanan Access – add High Water Levels Have Affected Accessibility.

(8) Page 122: Added the Grant Acquisition for the Wolfe Property.
(11) Page 164 – 166: Updated Potential Project Summaries.

**NEXT STEPS**

1. Both Townships held their hearings on January 13\(^{th}\).
2. Both Cities and the Village held their hearings on January 20\(^{th}\).
3. Consultant will incorporate updates to the plan as a result from the hearings.
4. Consultant will incorporate all legal documents (*notices, resolutions, etc.*) into the plan.
5. Consultant will submit new Grand Region Joint Parks & Recreation Plan to the DNR.

All of this must be completed by February 1, 2020.

**SAMPLE MOTION**

If the Board supports the proposed plan, the following motion can be offered:

**Motion** to adopt Resolution 20-01-01 to approve the 2020-2024 Grand Region Joint Parks & Recreation Plan.

Please contact me if this raises questions.
At a regular meeting of the Township Board of the Charter Township of Grand Haven, Ottawa County, Michigan, held at the Township Hall at 13300 – 168th Avenue, Grand Haven Charter Township, Ottawa County, Michigan, on the 27th day of January 2020, at 7:00 p.m., local time.

After certain matters of business had been completed, ____________ announced the next order of business was the consideration of a Resolution for the Grand Region Joint Parks & Recreation Plan.

The proposed resolution was discussed by the members of the Board, and after discussion was completed the following resolution was offered by Trustee __________ and seconded by ____________.

GRAND HAVEN CHARTER TOWNSHIP
RESOLUTION 20-01-01
RESOLUTION APPROVING THE GRAND REGION
JOINT PARKS & RECREATION PLAN

WHEREAS, the Charter Township of Grand Haven has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five-year period covering the years 2020 through 2024; and

WHEREAS, the Charter Township of Grand Haven has entered into this planning process in collaboration with City of Ferrysburg, City of Grand Haven, Spring Lake Township, and the Village of Spring Lake; and

WHEREAS, the combined area of the aforementioned local units of government constitutes the planning area; and

WHEREAS, the Charter Township of Grand Haven is of the understanding that the governing bodies of the aforementioned local units of government intend to pass a similar resolution of adoption of Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2020-2024; and

WHEREAS, the Charter Township of Grand Haven began the process of developing a community recreation plan in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities; and

WHEREAS, the residents of the Charter Township of Grand Haven were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan; and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days; and

WHEREAS, a public hearing was held on January 13, 2020 at the Grand Haven Charter Township Board Room to provide an opportunity for all residents of the planning area to express
opinions, ask questions, and discuss all aspects of the *Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2020-2024*; and

**WHEREAS**, the Charter Township of Grand Haven has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the Charter Township of Grand Haven; and

**WHEREAS**, after the public hearing, the Grand Haven Charter Township Board voted to adopt said *Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2020-2024*.

**NOW, THEREFORE, BE IT RESOLVED** the Grand Haven Charter Township Board hereby adopts the *Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2020-2024*.

AYES:  
NAYS:  
ABSENT: Reenders  

**RESOLUTION DECLARED APPROVED ON JANUARY 27, 2020.**

---

Laurie Larsen, Township Clerk  
Grand Haven Charter Township

**CERTIFICATE**

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Grand Haven, Ottawa County, Michigan, certify that the foregoing is a true and complete copy of the resolution adopted by the Township Board at a regular meeting of the Township Board held on the 27th day of January 2020. I further certify that public notice of the meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Laurie Larsen, Township Clerk  
Grand Haven Charter Township
Public Services Memo

DATE: January 23, 2020

TO: Township Board/Superintendent

FROM: Mark VerBerkmoes

RE: Information Technology Support Services

The IT support services agreement with EGL Tech was up for renewal at the end of November. Staff has been negotiating with EGL since early November to complete an agreement that more closely reflected the level of service being provided. Unfortunately, EGL was unwilling to reduce their pricing. I would note that this agreement was only for help desk services and that most all projects/updates/upgrades are quoted from this and other firms.

One of the first things staff looked at were the overall number of help tickets opened over the last three years. In 2017 the Township generated 460 tickets, 617 in 2018 and only 363 in 2019.

In addition, EGL has struggled with adequate staff that is able to provide advanced support services. Although they have made some changes, they still struggle with oversight and limited knowledge. Because of the way GHT leverage our technology, this has an adverse effect on users and customer service.

And finally, the last agreement with this firm included Service Level Agreements (SLA) whereby particular aspects of service are specifically identified and benchmarked. In brief, requests for assistance were cataloged by severity and the response to each was evaluated. This insured that each call for service is given proper priority and that EGL has responded and resolved the issue in a timely manner. Unfortunately, EGL have not consistently met all of the SLA’s.

After conversation with the Superintendent, staff began to explore other options for help desk services. The goal was to identify a vendor that provided services that were equal to, or better than what we have now, all at a reduced price.

Because the Township had used Rehmann Technology Solutions, LLC for project implementation in the recent past, staff contacted the firm to request a quotation. After an extensive review of our systems, Rehmann has provided a proposed 3-year contract (attached) with a monthly service charge of $6,117.00. Our current payment for services to EGL is $6,455.00 or about 5.5% higher.

Rehmann has completed recent projects for the Township including replacement of the wireless network hardware, complete switch replacements throughout the system and other network services including review and modifications of EGL’s work to provide better system reliability and performance. One major advantage to utilizing a firm the size of Rehmann is that the Township benefits from the vast pool of knowledge and talent. These skills enable Rehmann to better address our issues if/when they occur, thereby
reducing the time it currently takes to resolve problems. In addition, it will provide enhanced planning services for future growth and maintenance of the Township information systems infrastructure.

Based on the positive history on past project implementation coupled with the reduced costs proposed in the 3-years agreement, staff is recommending that the Township execute a service agreement with Rehmann Technology Solutions, LLC in the amount of $6,117.00 per month ($73,404.00 annually) for help desk or day to day issues.

If the Board agrees with this recommendation, the following motion could be offered:

“Move that Township Staff is authorized to complete a 3-year service agreement with Rehmann Technology Solutions of Grand Rapids, MI for Information Technology Support Services, LLC in the amount of $6,117.00 monthly.”

If the Board has any questions or concerns, please contact me prior to Monday’s meeting.
GENERAL AUTHORIZATION FORM

This General Authorization Form contains the authorization for the below-listed agreements dated January 21, 2020 between Rehmann Technology Solutions, LLC (“Rehmann”) and Grand Haven Charter Township (“Client”).

Agreement Names:

1. Master Services Agreement for Grand Haven Charter Township
2. Professional Services and Systems Addendum for Grand Haven Charter Township
3. Managed (Networks and Services) Addendum for Grand Haven Charter Township
4. Framework Services (Fixed, 24x7x365) Schedule for Grand Haven Charter Township

IN WITNESS WHEREOF, the Parties hereto have caused the above agreement(s) to be executed by their duly authorized corporate officers or representatives.

CLIENT:  
Grand Haven Charter Township
Company Name
By:

SIGNATURE OF AUTHORIZED AGENT
Mark VerBerkmoes
Printed Name of Authorized Agent
Title of Authorized Agent
Date: ________________

REHMANN:  
Rehmann Technology Solutions, LLC
Company Name
By:

SIGNATURE OF AUTHORIZED AGENT
Date: ________________
Framework Services (Fixed, 24x7x365) Schedule for Grand Haven Charter Township

This Framework Services Schedule dated January 21, 2020 (“Schedule”) is attached by reference to the Managed (Networks and Services) Addendum to the Master Services Agreement between the Parties.

1.0 Purpose and Intent of Services
During the Term of this Schedule and subject to the terms and conditions set forth herein, Rehmann agrees to provide to Client managed IT services ("Framework Services" or “Services”) as defined in Exhibit A of this Schedule and the remote support and onsite support, if necessary, thereof as further defined herein (“Support”) for the purpose of supporting Client’s business technology.

2.0 Term
The Term of this Schedule shall commence on the first day of the month following the Service Commencement Date and continue until terminated by either Party upon sixty (60) days’ prior written notice to the other Party, which notice of termination shall become effective sixty (60) days after it is received. The Service Commencement Date for this Schedule shall be the first date upon which Rehmann has notified Client that the Services to be provided hereunder are available.

3.0 Charges and Monthly In-Scope Support Hours
This section defines the recurring and non-recurring charges hereunder.

3.1 Monthly Recurring Charges
Client shall pay Rehmann, in advance of each month of the Term, Monthly Recurring Charges (“MRC”) based on the included Services, actual quantities, and unit prices as are listed in the attached Exhibit A for any given month, which quantities may vary from month to month. The initial Monthly Recurring Charges for the Framework Services hereunder are as follows:

| Initial Monthly Recurring Charges | $6,117.00 |

3.2 Non-Recurring Charges
The following defines the charges for any Non-Recurring Services, defined as Services provided one time only under this Schedule. The Non-Recurring Services to be provided under this Schedule are as follows:

<table>
<thead>
<tr>
<th>Non-Recurring Service</th>
<th>Non-Recurring Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Setup and Onboarding</td>
<td>$6,117.00</td>
</tr>
<tr>
<td>Out-of-Scope Remediation Charges</td>
<td>As pre-approved by Client and at Rehmann’s prevailing labor rates</td>
</tr>
</tbody>
</table>

3.3 Monthly Quantity of In-Scope Support Hours
This Schedule shall include an unlimited quantity of support hours per month for In-Scope Services.
FRAMEWORK SERVICES SCHEDULE

4.0 Explanation of Services
The Services to be provided hereunder are Rehmann Framework Services which include specific services provided by Rehmann in support of Client’s business technology and user environments. Framework Services hereunder are provided 24 hours a day, 7 days a week, 365 days a year (24×7×365).

A Full Framework Environment is a Client environment whereby Rehmann supports all of Client’s servers and workstations/thin clients as evidenced by a corresponding Monthly Recurring Charge in Exhibit A hereunder.

Services for any system or device either indicated as Out-of-Scope or not explicitly provided hereunder as In-Scope or evidenced by a corresponding Monthly Recurring Charge hereunder are Out-of-Scope.

4.1 Framework Basic Services
The In-Scope Services provided by Rehmann hereunder include the following Services\(^1\) for Client’s systems:

- Help desk-based technical support as defined herein
- Onsite support as needed if an issue cannot be resolved remotely
- Network attached printer enablement and driver support (software and functionality only; no hardware/supplies support)
- Microsoft operating system patching for workstations and servers
- Yearly review (between 0 and 4 times per year) from an assigned Virtual Chief Information Officer (“VCIO”) as defined herein
- Hardware and software asset tracking for monitored devices
- If Non-SafeVault Backup Management is included in Exhibit A, regular review of data backup success and, if remediation is explicitly included for Non-SafeVault Backup Management in Exhibit A, resolution of any failures of Rehmann-approved backup solutions
- Performance, capacity and services monitoring for Windows servers
- Limited third-party application patching (limited to Adobe Acrobat/AIR/Flash Player/Reader/Shockwave Player, Java, Apple iTunes/QuickTime, and Mozilla Firefox)
- Spyware/Malware/Antivirus scan and removal via the capabilities of the standard Rehmann tools in place for workstations and servers
- Up/down network interface monitoring for most devices that provide network connectivity; SNMP monitoring where available
- Linux device monitoring for basic up/down status
- Initial transfer and monthly management of up to five (5) Internet domains and up to five (5) DNS record changes per month (does not include the cost of the domain registration, which is Out-of-Scope)
- SSL certificate management of up to five (5) SSL certificates and SSL certificate installation on up to five (5) servers per year for no charge (does not include the costs of the SSL certificates, which is Out-of-Scope)

\(^1\) Data collection and reporting, asset tracking, and device monitoring capabilities may vary per device. Workstation and server agent installations are required for remote management and support and therefore must be compatible with Client’s system or device. Printer and switch monitoring capabilities vary across devices. SNMP device monitoring requires the use of the appropriate server agents or MIBs.
4.1.1 Documentation
Rehmann shall create and maintain a standard documentation set in order to provide support for Client’s environment. Client shall provide Rehmann with any information reasonably requested in order for Rehmann to complete such documentation. Upon request, Rehmann shall furnish Client with a copy of the documentation set. As an Out-of-Scope Service, Client may request additional documentation above the standard documentation set. Any labor required to complete such additional documentation shall incur Rehmann’s prevailing labor rates.

Rehmann’s standard documentation shall include the following Client information, as applicable:

- Existing issues and concerns
- Usernames and related information
- Credentials for all devices to which Rehmann has access
- Email system configuration information, credentials, and contacts
- Domain, DNS, and SSL information on record
- Network device configurations (router, switch, firewall, WAPs, etc.)
- UPS device configurations
- Applications list
- Any licensing information we have for your applications
- Server and workstation configurations, including any virtualization in use
- File sharing configuration, permissions, and restrictions
- Logical network drawing
- Data backup information and history, if managed hereunder
- Business hours
- Business type
- Physical site and access information
- Pictures of network devices and closets/racks (MDFs and IDF)
- Basic floor plan drawing per site with IDF and MDF noted (where available)
- ISP information
- Website information (if available)
- Active Directory FISMO roles information
- LAN IP schema, DNS and DHCP information and wireless network settings
- Public IP schema information (if available)
- Vendor contact information
- Printing configuration
- Details on any forms of remote access that have been set up
- Details on any additional security measures that have been taken
- Configuration information which Rehmann may have for the phone system
- Documents regarding processes, checklists, forms, SOPs, etc. as needed
4.2 Standard Applications
Rehmann shall provide application and administrative support for those versions of the following Standard Applications\(^2\) that are supported by the applicable manufacturer as of the date Client requests support:

<table>
<thead>
<tr>
<th>Microsoft Domain</th>
<th>Citrix</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic administration of Microsoft-centric networks</td>
<td>XenApp</td>
</tr>
<tr>
<td>Basic Exchange mailbox administration</td>
<td></td>
</tr>
<tr>
<td><strong>Operating Systems</strong></td>
<td><strong>Database (backup and restore only)</strong></td>
</tr>
<tr>
<td>Microsoft Windows business-class systems</td>
<td>Microsoft Access</td>
</tr>
<tr>
<td>Apple macOS</td>
<td>SQL</td>
</tr>
<tr>
<td><strong>Software Suites</strong></td>
<td><strong>Antivirus</strong></td>
</tr>
<tr>
<td>Microsoft Office</td>
<td>Antivirus solutions provided hereunder as part of the Services</td>
</tr>
<tr>
<td><strong>Internet Browsers</strong></td>
<td><strong>PC and Network</strong></td>
</tr>
<tr>
<td>Native Microsoft browsers (Internet Explorer/Edge)</td>
<td>Network connectivity</td>
</tr>
<tr>
<td>Mozilla Firefox</td>
<td>PC hardware diagnosis</td>
</tr>
<tr>
<td>Google Chrome</td>
<td>Printer drivers and queues</td>
</tr>
<tr>
<td>Apple Safari</td>
<td>Database connectivity</td>
</tr>
<tr>
<td><strong>Email Clients</strong></td>
<td>ODBC connections</td>
</tr>
<tr>
<td>Microsoft Outlook</td>
<td></td>
</tr>
<tr>
<td><strong>Graphics</strong></td>
<td><strong>Wireless</strong></td>
</tr>
<tr>
<td>Microsoft PowerPoint</td>
<td>Wireless connectivity for supported devices</td>
</tr>
<tr>
<td>Microsoft Visio</td>
<td></td>
</tr>
<tr>
<td>Adobe Photoshop for PC</td>
<td></td>
</tr>
<tr>
<td><strong>Desktop Publishing</strong></td>
<td></td>
</tr>
<tr>
<td>Adobe Acrobat and Reader for PC</td>
<td></td>
</tr>
</tbody>
</table>

4.2.1 Proprietary Applications
A Proprietary Application is any application not listed as a Standard Application for which vendor support is available to Client through a vendor support agreement or through a per incident engagement with such vendor. Any vendor per incident charges incurred are Out-of-Scope and are separately billable to Client. For any Proprietary Application issue, Rehmann shall, in its sole discretion, either remediate the issue or escalate the incident to the applicable vendor to facilitate resolution.

4.2.2 Software Revisions and Version Changes
Software revision updates are In-Scope hereunder for Standard Applications which do not require hardware, operating system, or other updates. Software revision updates for Proprietary Applications may be performed without additional charges at Rehmann’s sole discretion. Software version updates for either Standard Applications or Proprietary Applications are Out-of-Scope, but Client may elect to have Rehmann perform these services at Rehmann’s prevailing labor rates.\(^3\)

4.2.3 Vendor Support
Support for any application which does not fit the above definitions of Standard Application or Proprietary Application, including any third-party vendor charges related thereto, is Out-of-Scope.

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\(^2\) Application or operating system support only includes support for Standard Applications installed on the Client’s business systems as of the Service Commencement Date. Support for certain applications may require that a third-party vendor support agreement be purchased by Client in order for Rehmann to have access to the applicable third-party vendor’s support system.

\(^3\) For example, a software upgrade from Revision 9.1 to Revision 9.2 that requires no other system modifications to implement would be In-Scope as a revision update, while a software upgrade that requires any system modification or an upgrade from Version 9.x to Version 10.x would be Out-of-Scope, the latter being a version upgrade.
4.3 Server and System Support Services
Rehmann shall provide hardware support for Microsoft Windows-based server system types from the following manufacturers:

- Dell (including Client’s SAN)
- Hewlett Packard Enterprise (HPE)
- Cisco
- IBM

For any supported server, Services relating to a component replacement shall be provided first by the manufacturer under its warranty provisions. If the manufacturer’s warranty does not provide for component replacement labor coverage, then the labor for such replacement shall be In-Scope hereunder but the cost of the component parts shall be paid by Client.

4.3.1 Potential Related Issues for Covered Systems and Devices
When an issue that may be related to a covered system or device arises, Rehmann shall perform reasonable and prudent troubleshooting steps to confirm the issue is related to such covered system or device. These steps may include, among others:

- Confirm that network connectivity to/from the device/system interface is error free
- Confirm that all services that should be running are running
- Confirm that Active Directory functionality is error-free
- Confirm that CPU and RAM resource usage levels are within normal ranges
- Confirm that storage free space and disk health statuses are normal
- Review and remediate any related Event Viewer or other error logs
- Confirm that server patch/update statuses are current

If, after the completion of the above steps and any other troubleshooting steps Rehmann may deem necessary, Rehmann cannot confirm the issue is related to a covered system or device and the issue reported is still unresolved, the issue shall be reviewed with a Client Single Point of Contact (“SPOC”) to determine if any further troubleshooting or remediation is required. If the issue does not relate to a covered system or device, it shall be Out-of-Scope hereunder and any further requested service by Rehmann shall be billable to Client at Rehmann’s prevailing labor rates.

4.4 Backup Support Services
Non-SafeVault Backup Management Services, if included hereunder, are priced according to the Monthly Recurring Charges table in Exhibit A. The Non-SafeVault Backup Management Services provided under this Schedule include:

- Regular review of backup success or failure and monitoring
- Remediation of failed backups (if remediation is explicitly included in Exhibit A)
- Simple file restores

All other services related to backup remediation, configuration, setup, full system/server restores or other related services are Out-of-Scope hereunder and billable at Rehmann’s prevailing labor rates. Any backup software or system which is end of life or no longer supported by the manufacturer shall not an approved backup system under this section under any circumstances. Support requested for any backup solution not specifically approved by Rehmann is Out-of-Scope hereunder.

Upon Client’s request at Rehmann’s prevailing rates, Rehmann shall assist Client with the development of a backup solution that:

- Supports the Client’s business technology environment;
- Minimizes or eliminates the potential for lost data;
- Has offsite data replication capabilities;
- Provides for an adequate retention period to support Client’s business; and
- Conforms to industry standards.

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4 Support for Rehmann SafeVault backup solutions is provided separately under a SafeVault Schedule.
4.5 Server Operating System Patching Services
Rehmann shall provide management of the operating systems installed on the servers supported hereunder. The installation of operating system software patches will typically not require server downtime or complete unavailability. However, in the event such patches do require server downtime, they shall not be implemented during Client’s business hours without Client’s prior approval but rather shall be implemented during a predefined maintenance window.

4.6 Workstations
For the purposes of this Schedule, Client’s workstations are the desktops and laptops supported hereunder that are connected to the Client’s network and are Client-owned and conform to Rehmann’s deployment and support standards. For any workstation supported hereunder, labor relating to a component replacement shall be provided first by the manufacturer under its warranty provisions. If the manufacturer’s warranty does not provide for component replacement labor coverage, then the labor for such replacement shall be In-Scope but the cost of the component parts shall be paid by Client.

4.7 Management Report Services
Each calendar month, Rehmann shall provide a set of standard reports to Client. At minimum, these reports shall include:

- Executive Summary – Snapshot View
- Executive Summary – System-Level Metrics

4.8 Remote and Onsite Services
Unlimited Remote and Onsite support for all In-Scope Services are In-Scope hereunder.5 Onsite Services are provided only for issues which cannot be resolved remotely.

4.9 VCIO Services
VCIO Services provide for periodic visits by a Rehmann VCIO, whose role is to assist Client by providing direction with managing Client’s business technology. VCIO Services are not provided for any system or device not evidenced by a Monthly Recurring Charge or otherwise defined as Out-of-Scope hereunder. Depending on Client’s technology environment, VCIO Services may include the following:

- Development of a technology plan and corresponding budget
- Incident (ticket) reviews
- Server performance reviews
- Network utilization analysis
- Capacity planning
- High availability planning
- Release management
- Strategic road mapping for system improvements and replacements
- Technology asset management

The number of annual VCIO visits provided hereunder is as follows:

<table>
<thead>
<tr>
<th>Number of VCIO Visits per Year (None, 1, 2, 3 or 4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
</tr>
</tbody>
</table>

---

5 Trip Charges shall apply for Onsite Services for which the distance travelled between the Rehmann and Client locations exceeds the thresholds set forth in Trip Charges for Onsite Services section hereunder.
5.0 Service Center Operations
The function of the Rehmann Service Center is to assist Client’s business and end users by serving as a single point of contact for all issues pertaining to the Services.

5.1 Contact Initiation and Support
Rehmann shall provide a contact phone number and email address to which Client’s authorized users may submit requests for support. Only Client end users are permitted to make Service-related calls and inquiries to the Service Center. Rehmann shall provide support for all In-Scope issues/incidents at no additional charge. Support for Out-of-Scope issues/incidents is also available at Rehmann’s prevailing labor rates.

5.2 Service Center Response
The Service Center shall record and track all Service incidents reported from initiation through resolution. Rehmann shall periodically provide updates regarding an incident as it progresses toward resolution. Incidents reported by Client’s end users shall be assigned a unique incident ticket number for Client’s reference. The Service Center shall perform initial diagnostics and resolve the incident remotely whenever possible. If an incident cannot be resolved remotely, an Onsite support visit will be scheduled. When required, the Service Center will escalate an incident to the appropriate Rehmann or third-party technical resource.

In the case of an applied work-around, Rehmann shall continue to pursue a permanent solution for the underlying cause for the incident. Each incident reported shall be assigned one of the Severity Levels as described below. Upon advisement by the Service Center that an incident has been resolved, Client is responsible for verifying the resolution of the incident and sending confirmation to the Service Center that the incident has been resolved or sending a request for further assistance if the incident appears to be unresolved.

All Severity Level 1, 2, and 3 issues shall be initiated via telephone at the Rehmann-provided support number. Client shall use email for any Severity Level 4 or 5 issues. Email is NOT considered a first notification for any Severity Level 1, 2, or 3 issue and should not be used to communicate any such issue.

5.3 Call Classification
The Service Center shall classify service incidents as follows:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Impact</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Severe Business</td>
<td>An outage, severe performance degradation, or other failure of one or more critical systems, functions, or services that has a severe business impact across multiple users, prevents multiple end users from working, or affects a priority end user from working. <strong>Examples:</strong> Outage affecting a server, router, or switch.</td>
</tr>
<tr>
<td>2</td>
<td>High Business</td>
<td>An outage, severe performance degradation, or other failure of one or more non-critical systems, functions, or services which prevents a single end user from using his or her workstation or substantially impairs that end user’s ability to use his or her workstation. <strong>Examples:</strong> Outage causing an end user’s PC to be completely unavailable; network printer is down; or a phone handset is down.</td>
</tr>
<tr>
<td>3</td>
<td>Low Business</td>
<td>Any Support Incident or breakdown that adversely affects an end user’s ability to work and for which there is a reasonable and practical work-around with minimal or no loss of efficiency or functionality. This Level refers to incidents where the end user(s) is still able to work but has lost some functionality and inquiries by an end user for information related to IT services. <strong>Examples:</strong> A “how to” question or failure of a peripheral device.</td>
</tr>
<tr>
<td>4</td>
<td>Soft MACD</td>
<td>Any Move, Add, Change, or Delete to a system which can be accomplished remotely and is unrelated to any Severity Level 1, 2, or 3 issues.</td>
</tr>
<tr>
<td>5</td>
<td>Hard MACD</td>
<td>Any Move, Add, Change, or Delete to a system which requires an onsite presence and is unrelated to any Severity Level 1, 2, or 3 issues.</td>
</tr>
</tbody>
</table>
5.4 Hours of Coverage
Remote support is available 24 hours a day, 7 days a week, and 365 days a year. Certain situations may require Onsite Services which are generally provided Monday through Friday from 8:00AM to 5:00PM EDT but are available during all other times for emergencies. Rehmann shall work with Client to schedule a date and time for any required Onsite Services.

Client shall under no circumstances use email for reporting Severity Level 1, 2, or 3 issues outside of Rehmann’s Business Hours (8:00AM to 5:00PM EDT Monday through Friday, excluding Rehmann-recognized holidays). Emails received by Rehmann outside of Rehmann’s Business Hours shall be addressed in the next business day.

5.5 Incident Escalation
Depending on the Severity Level, the Service Center may need to escalate incidents for resolution to internal or external third-party technical teams. When escalation requires contacting Client, Rehmann shall use best efforts to timely contact the Client SPOCs, as defined herein. If the Client SPOCs are unavailable, the Service Center shall escalate the incident administratively within Rehmann and again attempt to contact the Client SPOCs, if necessary.

5.6 Automated Alert Notification
Certain alerts regarding monitored devices are generated by the Framework monitoring system in the case of device failures or exceeded thresholds. During the onboarding process, the Client may select one of the two following options for alert handling:

Option 1: All alerts will go to the Rehmann Service Center and the Client distribution list. Under this option, Rehmann shall proactively remediate any and all events.

Option 2: All alerts will go to a Client distribution list but not to the Rehmann Service Center. Under this option, the Client MUST contact the Service Center via telephone in order to initiate remediation of the given incident.

6.0 Service Level Agreements (“SLAs”)
6.1 Overview
Subject to the other sections and provisions of this Schedule, Section 7.3 below describes certain levels of service that the Rehmann Service Center shall achieve in resolution of incidents that are subject to SLAs. A comparison of actual performance against the required Service Level Objectives on a per incident basis may be requested by Client where Client believes that the appropriate SLA was not met by the Service Center. Service Level Agreements are not applicable during the first 90 days following the Service Commencement Date, during which Rehmann will be engaged in discovery and other service ramp-up efforts.

6.2 Non-Controllability
SLAs shall not apply and Rehmann shall be held harmless for any Support Incident caused by the actions or inactions of Client or a third-party provider of services not engaged by Rehmann or as the result of force majeure. Additionally, Rehmann shall not be liable for any failure to meet the Service Level Objective if resolution is impaired because of issues with any of the following:

- The Internet or an end users’ Internet browser software
- The unavailability of an end user required to remediate an incident
- Any other aspect of the end user's connection to Client systems
- Failure of a Client or any of its end users to reply to the Service Center within the Service Level Objective time
- The absence of a third-party vendor support agreement
### 6.3 Service Level Objectives

Service incidents shall be identified as being in one of the following categories and shall have as their Service Level Objectives the following times:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Impact</th>
<th>Description</th>
<th>Response Times – Business Hours*</th>
<th>Resolution Times – Business Hours*</th>
<th>Response Times – Off Hours*</th>
<th>Resolution Times – Off Hours*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Severe Business Impact</td>
<td>An outage, severe performance degradation, or other failure of one or more critical systems, functions, or services that have a severe business impact across multiple end users, prevents multiple end users from working, or affects a priority end user from working. Examples: Outage affecting a server, router, switch.</td>
<td>30 minutes</td>
<td>70% within 2 hours</td>
<td>1 hour</td>
<td>70% within 4 hours</td>
</tr>
<tr>
<td>2</td>
<td>High Business Impact</td>
<td>An outage, severe performance degradation, or other failure of one or more non-critical systems, functions, or services which prevents a single end user from using his or her workstation or substantially impairs that end user’s ability to use his or her workstation. Examples: Outage causing an end user’s workstation to be completely unavailable; network printer is down; phone handset is down.</td>
<td>1 hour</td>
<td>70% resolved within 4 hours</td>
<td>2 hours</td>
<td>70% resolved within 8 hours</td>
</tr>
<tr>
<td>3</td>
<td>Low Business Impact</td>
<td>Any Support Incident or breakdown that adversely affects an end user’s ability to work and for which there is a reasonable and practical work-around with minimal or no loss of efficiency or functionality. This Severity Level includes incidents in which the user is still able to work but has lost some functionality and inquiries by an end user for information related to IT services. Examples: A “how to” question or the failure of a peripheral device.</td>
<td>2 hours</td>
<td>70% resolved within 8 hours</td>
<td>4 hours</td>
<td>70% resolved within 16 hours</td>
</tr>
<tr>
<td>4</td>
<td>Soft MACD</td>
<td>Any Move, Add, Change, or Delete in the system which can be accomplished remotely and which is unrelated to any Severity Level 1, 2, or 3 issues.</td>
<td>Next Business Day (NBD)</td>
<td>80% resolved within NBD+4 days</td>
<td>Next Business Day (NBD)</td>
<td>80% resolved within NBD+4 days</td>
</tr>
<tr>
<td>5</td>
<td>Hard MACD</td>
<td>Any Move, Add, Change, or Delete in the system which requires an onsite presence and which is unrelated to any Severity Level 1, 2, or 3 issues.</td>
<td>Next Business Day (NBD)</td>
<td>80% resolved within NBD+8 days</td>
<td>Next Business Day (NBD)</td>
<td>80% resolved within NBD+8 days</td>
</tr>
</tbody>
</table>

* Rehmann’s Business Hours are Monday through Friday from 7:00AM to 7:00PM EDT, excluding Trivalent-recognized holidays.
** Off Hours are any time outside of Business Hours and include Rehmann-recognized holidays, which are not considered a Business Day or used for any time computation purposes.
FRAMEWORK SERVICES SCHEDULE

6.4 SLA Definitions

6.4.1 Response Times
Response Time is the amount of time from when Rehmann receives proper notice, as defined by this Schedule, from the Client of a Support Incident until the time Rehmann has acknowledged, recorded, and notified the Client that the Support Incident has been recorded and acknowledged. Service Level Objectives for Response Times do not apply to Support Incidents which are not reported through one of the designated communication means or are not otherwise in conformity with this Schedule.

6.4.2 Resolution Times
Resolution Time is the amount of time from when Rehmann has acknowledged, recorded, and notified the Client that the Support Incident has been recorded and acknowledged until the time a permanent fix or a Work-Around of the underlying cause of the Support Incident is implemented.

6.4.3 Work-Around
A Work-Around is any method developed or used to avoid or work around an incident or problem either through a temporary fix or through access to an alternative service.

6.4.4 Onsite Services
The resolution of certain incidents may require Rehmann to dispatch one or more of its personnel for service at one or more of Client’s locations. The amount of time required for Rehmann to arrive onsite at a Client’s location shall be based on Rehmann’s best efforts, and SLAs shall not apply to Onsite Services. Onsite arrival times may vary based on the physical distance from the nearest Trivalent office to the applicable Client location.

7.0 Non-Controllability
Rehmann shall be held harmless for any support incident caused by the actions or inactions of Client or a third-party provider of services not engaged by Rehmann or as the result of force majeure. Additionally, Rehmann shall not be liable if the delivery of the Services is impaired because of problems with any of the following:

- The Internet or an end users’ Internet browser software
- The unavailability of an end user required in order to remediate an incident
- Any other aspect of the end user's link to the Client site
- Failure of a Client or any of its end users to reply to the Service Center
- The absence of a third-party vendor support agreement

8.0 Trip Charges for Onsite Services
Travel for Onsite In-Scope Services to any Client location located within 100 miles from the Rehmann Technology Solutions, LLC office located nearest to the applicable Client location is included at no additional charge. Travel for Onsite In-Scope Services to any Client location located more than 100 miles from the Rehmann Technology Solutions, LLC office located nearest to such Client location and travel for all Onsite Out-of-Scope Services to any Client location shall result in a Trip Charge computed in accordance with the table below. Distances from Rehmann Technology Solutions, LLC offices to Client locations shall be computed using Google Maps or a similar program.

<table>
<thead>
<tr>
<th>One-way driving distance from the nearest Rehmann office to Client location</th>
<th>Trip Charge for Onsite In-Scope Services</th>
<th>Trip Charge for Onsite Out-of-Scope Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-50 miles</td>
<td>$0.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>51-75 miles</td>
<td>Add $25.00</td>
<td>Add $25.00</td>
</tr>
<tr>
<td>75-100 miles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Each additional 0-25 mile increment over 100 miles</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note that Rehmann Technology Solutions, LLC is a distinct entity from Rehmann, LLC, its parent company, and that offices of Rehmann, LLC and its affiliates/subsidiaries other than Rehmann Technology Solutions, LLC shall not apply in the calculation of distances between the Rehmann Technology Solutions, LLC and Client location for the purpose of determining Trip Charges hereunder.
**FRAMEWORK SERVICES SCHEDULE**

### 9.0 Transition Period and Preexisting Issues

#### 9.1 Transition Period

The first ninety (90) calendar days after the Service Commencement Date shall be considered a period of transition and discovery (“Transition Period”).

#### 9.2 Critical Issues

Critical Issues are defined as issues which impact either the reliability or supportability of a Client’s device or system. Critical Issues shall be defined and categorized as either Red Light Issues or Yellow Light Issues. Critical Issues shall be identified as they become known either prior to or at any time after the Service Commencement Date. Critical Issues which exist prior to the Service Commencement Date or within 30 days thereafter are deemed to be Preexisting Critical Issues. Client agrees to work with Rehmann toward the resolution of all Critical Issues in order to promote the reliability and supportability of Client’s devices and systems.

#### 9.3 Red Light Issues

Red Light Issues are issues that impact the reliability of a device or system. Red Light Issues shall be resolved by Client within ninety (90) days of notification by Rehmann. Support for any device or system associated with a Red Light Issue which has not been resolved within such 90-day period or within a period as specified in a mutually agreed upon remediation plan is Out-of-Scope.

#### 9.4 Yellow Light Issues

Yellow Light Issues are issues that impact the supportability of a device or system. Yellow Light Issues shall be resolved by Client within twelve (12) months of notification by Rehmann. Support for any device or system associated with a Yellow Light Issue which has not been resolved within such 12-month period or within a period as specified in a mutually agreed upon remediation plan is Out-of-Scope.

#### 9.5 Remediation of Critical Issues

The remediation of Preexisting Critical Issues is deemed to be project work and is Out-of-Scope. Client may engage Rehmann to remediate any such issues or their underlying cause(s) at Rehmann’s prevailing labor rates.

### 10.0 Out-of-Scope Services

Out-of-Scope Services are each of the Services defined in this Schedule as Out-of-Scope and all other Services not specifically listed as In-Scope. Out-of-Scope Services are not included in the Monthly Recurring Charges hereunder. Client may request Rehmann to perform any Out-of-Scope Services at Rehmann’s prevailing labor rates.

Out-of-Scope Services include, but are not limited to, the following:

- Any installation, configuration, or other such service for the addition of any software or device
- Support of any kind, other than vendor assistance, for operating systems other than manufacturer-supported versions of Microsoft Windows and Apple macOS
- Repair of any hardware other than workstation or server component replacement of graphics cards, hard drives, memory, CPU, motherboard, etc.
- Support of any workstation, server, or other equipment which is an integral part of a manufacturing or machinery system
- Support in excess of 16 hours to resolve or remediate a single incident/support request
- Red Light Issues or Yellow Light Issues which have not been remediated under the terms of this Schedule
- Remediation of any cyberattack, such as ransomware, other than those included as In-Scope Services under Section 5.1
- Training for any kind of device or software
- The cost of replacement of any system other than a Rehmann-owned system
- Support of personal or home systems not owned by or used primarily for your business
- Support for time clocks, premise alarm systems, or other similar devices

### 11.0 In-Scope Service Charges

All items defined as In-Scope Services are included in the Monthly Recurring Charges hereunder unless otherwise noted.

### 12.0 Out-of-Scope Service Charges

Out-of-Scope Services shall incur charges in addition to the Monthly Recurring Charges in accordance with Rehmann’s prevailing labor rates.
13.0 Client Contact
As part of the initial setup and onboarding process, Client shall provide the name(s) of its elected internal SPOC and a Backup POC (collectively, the “Client POCs”), giving priority to the SPOC. The Client POCs serve as the points of contact for all information concerning Client’s Service activities hereunder. The SPOC appointed by Client shall be the appropriate person to contact if Rehmann needs to communicate something or work with a dedicated employee of Client to coordinate any element of support for Client (e.g., onsite visit times or afterhours access to Client’s facilities). The Client SPOCs also have authority to provide preapproval for certain types of support requests which may require approval prior to resolution (e.g., new user setups, user removals, or request for access to accounting or HR files).

14.0 Additions and Removals
In order to add or remove services from this Schedule and subject to this section, Rehmann shall accept either written or electronic authorizations by Client, so long as such preapproved authorizations include the quantity and type of the Services being added or removed and are sent or accepted by an authorized Client contact. Any additions or removals greater than $300 in the aggregate shall require Rehmann’s approval prior to being implemented.
**Exhibit A – Framework Monthly Recurring Charges**

<table>
<thead>
<tr>
<th>Service</th>
<th>Initial Quantity</th>
<th>Unit Price</th>
<th>Initial Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Framework for On-Premise Virtual Hosts (physical)</td>
<td>3</td>
<td>$59.00</td>
<td>$177.00</td>
</tr>
<tr>
<td>Framework for On-Premise Servers (physical)</td>
<td>0</td>
<td>$279.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Framework for On-Premise Servers (virtual)</td>
<td>18</td>
<td>$179.00</td>
<td>$3,222.00</td>
</tr>
<tr>
<td>Framework for Cloud Servers</td>
<td>0</td>
<td>$99.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Framework for RDS Cloud Servers</td>
<td>0</td>
<td>$179.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Framework for Workstations</td>
<td>34</td>
<td>$54.00</td>
<td>$1,836.00</td>
</tr>
<tr>
<td>Framework for Firewalls, Routers, and Other Edge Devices and Dell SAN</td>
<td>4</td>
<td>$59.00</td>
<td>$236.00</td>
</tr>
<tr>
<td>Framework for Thin Clients/Virtual Desktops</td>
<td>0</td>
<td>$9.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Framework for Network Devices</td>
<td>14</td>
<td>$9.00</td>
<td>$126.00</td>
</tr>
<tr>
<td>Relentless Service Bundle (includes Framework for Probes, a Remotely Manageable Power-out Device, and an Environmental Monitoring Device)</td>
<td>1</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Management of up to 5 SSL certificates and certificate installation on up to 5 servers per year</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Management of up to 5 domains and up to 5 DNS Record additions or changes per month</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Office 365 Support and Administration per User</td>
<td>34</td>
<td>$5.00</td>
<td>$170.00</td>
</tr>
<tr>
<td>Non-SafeVault Backup Management per Backup Server (Veeam) (includes remediation)</td>
<td>1</td>
<td>$800.00</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

**Initial MRC**

$6,117.00
Master Services Agreement for Grand Haven Charter Township

This Master Services Agreement dated January 21, 2020 (“Agreement”) is made by and between Grand Haven Charter Township (“Client”) and Rehmann Technology Solutions, LLC (“Rehmann”) and is effective on the date when signed by both (the “Effective Date”). Client and Rehmann are each a “Party” to this Agreement and collectively may be called the “Parties.”

1. DOCUMENT ROLES

1.1. THE ROLE OF THIS AGREEMENT

1.1.1. This Agreement contains the provisions that govern the general rights and responsibilities and the delivery and payment for goods and services provided or sold to Client. Unless defined herein, no other document may change, alter, amend or limit the terms of this Agreement. No provision of this Agreement may be waived, released, modified, amended, deleted or terminated orally. In the event of a conflict between the terms of this Agreement and the terms of a Sales order or Change Order, the terms of this Agreement shall control. In the event of a conflict between the terms of this Agreement and the terms of an Addendum or Schedule, the terms of the Addendum or Schedule shall control. The terms of this Agreement shall be deemed to be incorporated into all Addenda, Schedules, Sales Orders, Change Orders or Amendments to this Agreement, whether such document explicitly references this Agreement or not.

1.1.2. In the event of a conflict with any previous agreements, contracts or other writings between the Parties the terms and conditions of this Agreement shall govern.

1.2. THE ROLE OF ADDENDA

1.2.1. Addenda set forth additional rights and responsibilities of Rehmann and our clients with respect to the schedules that underlie the addenda. An Addendum may change, alter, amend or limit the terms of this Agreement. Addenda are only effective where they have been duly executed on or after the Effective Date of this Agreement.

1.3. THE ROLE OF SCHEDULES

1.3.1. Schedules set forth specific rights and responsibilities of the Parties with respect to the specific goods or services provided. Schedules may also contain Service Levels associated with specific services. A Schedule may change, alter, amend or limit the terms of this Agreement. Schedules are only effective where they have been duly executed on or after the Effective Date of this Agreement. Schedules which do not reference an Addendum are invalid and void.

1.4. THE ROLE OF SALES ORDERS

1.4.1. Except as may be set forth in a Schedule, Rehmann may unilaterally change the pricing, terms and conditions of Sales Orders for undelivered or non-procured items with at least thirty (30) days written notice to Client. No Sales Order may change, alter, amend or limit the terms of this Agreement.

1.4.2. THE ROLE OF CHANGE ORDERS

1.4.3. The Parties may mutually agree to change the scope or other terms of a project or service through the mutual execution of a Change Order. No Change Order may change, alter, amend or limit the terms of this Agreement.

1.5. AMENDMENTS TO THE MASTER SERVICES AGREEMENT

1.5.1. An Amendment to the Master Services Agreement must be titled “Amendment to Master Services Agreement,” be dated after the effective date of this Agreement, and be signed by an authorized representative of each Party.

2. TERM & TERMINATION

2.1. The Term of this Agreement begins immediately on the Effective Date and continues in effect until terminated. Termination by Client or Rehmann of this Agreement, any addenda, schedule or other agreement are governed by the provisions which are provided therein.

2.2. This Agreement may not be terminated by Client where; (i) there are any Sales or Change Orders, Addenda or Schedules outstanding for which Rehmann’s services have commenced, or are otherwise not fully completed; (ii) Client has not fully paid all outstanding invoices; or (iii) Rehmann has performed services, or has ordered third-party goods or services at Client’s request, for which an unpaid invoice may be generated. Any termination allowable under this Agreement must be provided in writing.

2.3. Regardless of any termination, with or without cause, of this Agreement or any Addendum, Schedule, Change or Sales Order: (1) Client shall be obligated to pay any and all amounts owed to Rehmann before such termination and all amounts for any non-returnable services or goods provided after such termination; and (2) both Parties still are bound by the provisions of this Agreement to the extent allowable by law. In the event that Client is in breach of any obligation under this Agreement, any Addendum, Schedule, Sales or Change Order, and such breach is not cured within fifteen (15) calendar days, then Rehmann: (i) has the immediate right to reposess and stop further delivery of any and all services and goods to Client; (ii) may prevent the use of goods and services delivered as part of a project until such breach is cured; and (iii) may impose additional terms and conditions as a requirement for continuation or resumption of service. In the event of a breach under any Schedule by Rehmann, Client’s exclusive remedy shall be limited to early termination of the specific services provided for under such Schedule and the return of goods. A non-breaching Party shall have no liability for failing to provide services, goods or information to the breaching Party as long as such act is committed in good faith. Notification regarding any alleged breach must comply with the provisions of the “Notifications” section herein.

3. PAYMENT

3.1. Rehmann’s invoices to Client shall be due and payable in full within fifteen (15) calendar days of the invoice date. If Client disputes any portion of an invoice, Client agrees to pay the undisputed portion of such invoice and to submit a Written Notice documenting the reasons for and the amount disputed within thirty (30) calendar days of the invoice date. After receipt of such notice, Rehmann will review the disputed charges and notify Client of its decision within thirty (30) days. Both Parties agree to make best efforts in attempting to resolve the dispute. Any failure by Client to submit a Written Notice of charges within thirty (30) calendar days of the invoice date shall be deemed a waiver of the right to dispute the charges therein.

3.2. In the event that non-disputed payments are received late or returned by insufficient funds more than three (3) times during any twelve (12) month period, Rehmann may require Client to establish a deposit or pay with guaranteed funds.

3.3. Client agrees to pay Rehmann a finance charge of one (1.0%) percent per month, subject to a $20 minimum handling charge, on any and all balances for which payment has not been received within thirty (30) days of the invoice date, excluding any disputed balance amount for which Client has submitted a Written Notice pursuant to the terms of this Section. Client is liable to Rehmann for all reasonable fees and expenses, including reasonable attorney’s fees and litigation costs incurred to collect all amounts legally owed by Client to Rehmann.

3.4. Client agrees to reimburse Rehmann for all reasonable and ordinary expenses incurred by Rehmann in servicing Client, including but not limited to, sales taxes, parking fees, travel expenses, international phone calls, third-party support call charges, and restocking fees for goods returned to manufacturers or distributors by Rehmann at Client’s request. Rehmann will itemize such expenses on Client’s invoices.

3.5. Client is subject to any and all applicable taxes or Government mandated fees. If the Client is exempt from any taxes or fees, Client must provide proof of such exemption.

4. THIRD PARTY GOODS & SERVICES

4.1. Client may order from Rehmann goods and services manufactured, produced or delivered by third parties. Client agrees that such third parties are and shall be solely responsible for the performance, quality, merchantability, fitness for any general or specific use, and for any and all warranties, covenants, representations, and that Rehmann is not liable for any warranty concerning such goods or services or for any losses resulting from any defect or failure of such third-party goods or services sold or provided to Client. Although Rehmann may assist with procuring, installing, servicing, returning, and exchanging such goods, Client agrees to pursue all performance, defective product, quality, shipping damages or breach of warranty or other claims related to such goods and services against the third-party manufacturers, designers, producers, and providers and not against Rehmann. Client acknowledges that some goods and services cannot be returned or cancelled once ordered. At the request of Client, Rehmann agrees to make a reasonable attempt to return goods to their manufacturer or distributor. Client agrees that Rehmann is under no obligation to take back from Client any third-party goods ordered from Rehmann if Rehmann is unable to return such goods to the vendor manufacturer or distributor.

4.2. For third-party goods ordered from Rehmann, risk of loss or damage shall
pass to Client at the time such goods are tendered to a common carrier for shipment to Client unless Client purchases shipping insurance from Rehmann.

4.3. Use of third-party sub-contractors. Rehmann reserves the right to engage sub-contractors to perform any of the services it is to perform under the terms of this Agreement, any Addendum, Schedule, Sales Order or Change Order.

5. LIMITATIONS ON LIABILITY AND DAMAGES

5.1. Rehmann agrees to perform services under this Agreement in accordance with reasonable industry practices; however, both Parties acknowledge that it is impossible to guarantee the trouble-free performance of information technology goods and services. Accordingly, Client and Rehmann agree to the limitations of liability and damages. For any alleged or actual breach committed by Rehmann under this Agreement, any Addendum, Schedule, Sales or Change Order, notification thereof must be in writing and conform to the “Notifications” section herein; furthermore, such notice must be delivered to Rehmann within fifteen (15) days of the earlier of the date of actual discovery or the date of the reasonable discoverability thereof. Failure to provide timely notice to Rehmann as defined by this section shall be deemed a waiver of any and all remedies specified or determinable under law regarding this Agreement or any relevant Addendum, Schedule, Sales Order or Change Order.

5.2. No Other Warranty. Except for any express warranties set forth in an addendum, schedule, or other agreement, no other warranty exists for any good or service provided, and all services (including any materials supplied and used therewith) are provided “as is” and Client’s use of such services is at its own risk. Rehmann does not make, and hereby disclaims, any and all representations and warranties, express or implied, whether in fact or by operation of law, statutory or otherwise, including but not limited to, warranties of merchantability, habitability, marketability, profitability, fitness for a particular purpose, suitability, non-infringement, title, or arising from a course of dealing or trade practice.

5.3. Consequential Damages Waiver. In no event will either Party be liable to the other for any type of incidental, special, exemplary, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if such Party was advised of the possibility of such damages, and whether arising under theory of contract, tort, strict liability or otherwise.

5.4. Basis of the Bargain. The Parties acknowledge that all prices have been set, and all agreements are entered into in reliance upon the limitations of liability, remedies, damages, and the disclaimers of warranties and damages set forth herein, and that all such limitations and exclusions form an essential basis of the bargain between the Parties. The specific remedies provided herein or in any Addendum or Product Description are the exclusive remedies available to Client.

6. CONFIDENTIALITY

6.1. “Confidential Information” means any proprietary technical or business information developed, possessed or used by either Party in connection with any business or prospective business of either Party, including, without limitation any of the following:
   (i) Any proprietary technology and software, whether now or hereafter existing, inventions protectable by law, trade secrets, manuals, service delivery document templates, and confidential research and development results;
   (ii) Financial information regarding sales, costs and profits; lists of employees, customers, and prospective customers; confidential business plans and business developments; and pricing information; and
   (iii) Any information and materials received by either Party from third parties in confidence (or subject to non-disclosure or similar covenants), including but not limited to proprietary source codes of software provided by vendors of Rehmann and Client’s customers’ confidential, proprietary, personally identifiable information or medical information.

6.2. Confidential Information shall not include any information that (a) is, at the time of disclosure, or later becomes, publicly known under circumstances involving no breach of this Agreement; (b) is lawfully and in good faith made available to the receiving Party by a third party who did not derive it, directly or indirectly, from Rehmann or Client; or (c) is independently developed by either Party without the use of Confidential Information.

6.3. During the Term of this Agreement and for a period of two years thereafter, neither Rehmann, nor Client, shall disclose any Confidential Information obtained from the other Party in the course of providing services or goods under this Agreement, unless so directed by the other Party or by a court of law or government authority. Furthermore, during the term of this Agreement and thereafter, neither Party shall use Confidential Information for its own benefit or for the benefit of a third party, other than in furtherance of the purposes of this Agreement.

6.4. Upon termination of this Agreement, each Party shall, upon Written Notice and request, return to the other Party all physical copies of Confidential Information and intellectual property in its possession and shall, at the request of the other Party, certify by Written Notice that it has made such return and has completed the destruction of any electronically saved copies of such Confidential Information.

7. USE OF DEVELOPMENTS BY REHMANN

7.1. Rehmann conducts research and development activities related to its goods and service offerings. Excluding any of Client’s confidential or proprietary information, all rights, title and interest in any inventions, proprietary technology, or intellectual property protectable by copyright or other such law and developed by Rehmann shall be and remain the exclusive property of Rehmann, however, during the course of providing service Rehmann hereby grants Client a non-exclusive right to use such property if it is included as part of Rehmann’s service offerings. Client’s right to use such property shall terminate upon termination of this Agreement, Addenda, Schedule(s), Sales order(s) or Change Order(s).

8. MULTIPLE OR DIFFERENT CLIENT/USER PARTIES

8.1. “Client Affiliate” means any entity that: (i) is a parent, subsidiary, or stockholder of Client; (ii) has at least one executive officer, director, or equity owner who is also an executive officer, director, or equity owner of Client; or (iii) shares any office space, personnel or equipment with Client. If any Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by Rehmann, then Client stipulates that Client has signed and agreed to be bound by this Agreement both on its own behalf and as authorized agent with actual authority for such Client Affiliate. If a Client Affiliate receives, uses, or shares the use of any software, hardware, systems or other goods installed, provided, sold or serviced by Rehmann, then such Client Affiliate is jointly and severally liable for all obligations of Client.

9. PARTY CREDIT STATUS

9.1. All Parties and their respective authorized representatives hereby represent and warrant to each other that they are in a position to know their respective financial conditions and that, to the best of their knowledge, they are each financially solvent.

10. FORCE MAJEURE

10.1. Neither Party shall have liability or responsibility to the other Party for any delay, failure to perform, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the Party’s reasonable control including, but not limited to, acts of nature, acts of God, strikes, civil disturbances, terrorist acts, unavailability of goods or services needed from third parties, interruption or delay in telecommunications, transportation, delivery, or electrical services, failure of third-party hardware or software, or acts or omissions of third parties.

11. HIRING OF EMPLOYEES; LIQUIDATED DAMAGES

11.1. Client shall not during the Term of this Agreement, or for a period of two years thereafter, knowingly hire as an employee or engage as a contractor, whether part-time or full-time, any person who then is or at any time in the preceding two-year period was an employee of Rehmann. Client stipulates and admits that its hiring or engagement of any employee or former employee of Rehmann is likely to cause irreparable damage to Rehmann that would be difficult or impossible to ascertain or prove and for which the amount of damages would be difficult or impossible to prove. Accordingly, Client agrees that any breach of this paragraph 11 shall obligate Client to pay to Rehmann on demand, as liquidated damages, an amount equal to two times that employee’s or former employee’s departing or final annual salary at Client. Client agrees that this provision does not provide for unreasonably large liquidated damages.

12. MISCELLANEOUS PROVISIONS

12.1. Delay Nor Waiver. No delay on the part of either Party in exercising any of the rights, remedies, or privileges hereunder or under applicable law, nor any partial or single exercise thereof, shall constitute a waiver.
14. INDEMNIFICATION

14.1 Scope. Each Party agrees to indemnify and defend the other Party against any claim or action brought by any third party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon a) in the case of Rehmann indemnifying, Client’s right to use the Software or Third-Party Materials in accordance with this Agreement (or applicable Addendum or Schedules), and b) in the case of Client indemnifying, Client’s use of the Services, Software or Third-Party Materials in violation of this Agreement (or applicable Addendum or Schedules). The indemnifying Party shall pay any damages and costs, including reasonable attorney’s fees, finally awarded or paid in settlement or incurred in the defense of such claim or action by the indemnified Party. The indemnifying Party shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the Parties to this Agreement agree otherwise in writing.

14.2 Notice. The indemnified Party shall give the indemnifying Party prompt written notice of any threat, warning, or notice of any claim or action as set forth in Section 14.1.

14.3 Alternatives. The indemnifying Party shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 14.1 where Rehmann is the indemnifying Party, Rehmann may, in its sole discretion, (a) procure for Client the right to continue using the Software; (b) provide a substitute, non-infringing Software at no cost to Client; or (c) only if Rehmann has exhausted both (a) and (b), terminate this Agreement and, if such non-infringing Software was not available for use by Client for at least two years under this Agreement and Client has prepaid any fees in connection with such Software, refund all fees paid by Client, including without limitation, license fees, support fees and fees for Services paid in connection with the purchase, development, installation, implementation and training related to the Software.

14.4 Other Remedies. Nothing in this Section shall preclude either Party from other remedies available under the terms of this Agreement.

14.5 Exclusions. Rehmann shall have no obligation under this Agreement with respect to any claim or action that is based upon (a) Client’s use of the Software in breach of this Agreement; (b) use of the Software with any product, software or system not provided or approved by Rehmann; or (c) modification of the Software without the written approval of Rehmann, its employees, agents or subcontractors.

15. NOTIFICATIONS (WRITTEN NOTICE)

15.1 Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier or U.S. Mail registered or certified return receipt requested and postage prepaid, in each case to the address set forth below. Such notice will be deemed to have been given as of the date it is received. All notifications will be to the following:

CLIENT:
Grand Haven Charter Township
13300 168th Avenue
Grand Haven, MI 49417
United States

REHMANN:
Rehmann Technology Solutions, LLC
3145 Prairie SW, Suite 101
Grandville, MI 49418

13. COMPLIANCE WITH LAWS

13.1 General. Rehmann and Client will comply with all applicable federal, state and local laws, statutes, rules, regulations and ordinances in providing and in using, respectively, the Services.
Managed (Networks and Services) Addendum for Grand Haven Charter Township

This Managed (Networks and Services) Addendum dated January 21, 2020 (“Addendum”) is attached by reference to the Master Services Agreement between the Parties.

1.0 Scope of Addendum
1.1 This Addendum sets forth the rights and responsibilities of the Parties with respect to the Managed Networks Services and Managed Services provided to Client by Rehmann.

2.0 Term and Automatic Renewal
2.1 The Term of this Addendum shall commence on the Service Commencement Date and continue until terminated by the Parties and provided further, that with regard to any schedules attached hereto then outstanding, this Addendum shall continue to govern such schedules until such schedules have been fully performed or terminated.
2.2 Some schedules attached hereto may include the provision for one or more individual services. Each individual service provided under a schedule is billable upon the Service Commencement Date for that service.

3.0 Payments
3.1 Client shall pay Rehmann a monthly recurring charge for each service provided hereunder. In addition to any monthly recurring charges, Rehmann shall invoice Client for and Client shall pay Rehmann a one-time prorated charge for services rendered from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. Non-recurring charges (“NRC”) and expedite charges, if any, are due with such payment.
3.2 Client authorizes that the monthly payments be made via Automated Clearing House (ACH) transfer.
3.3 Any applicable federal, state, or local use, excise, license, franchise, sales, or privilege taxes, duties, or similar liabilities chargeable to or against Rehmann because of any Managed Networks Services provided to Client shall be paid by Client.

4.0 Suspension or Termination of Service
4.1 In the event Rehmann has not received payment in full from Client on or before fifteen (15) days following the invoice date, after having given Client ten (10) days’ notice, Rehmann shall have the right to suspend all or any portion of the services provided to Client hereunder or, upon subsequent notice, all or any additional portion of the services provided to Client and, in either event, until such time as Client has paid in full all outstanding charges.
4.2 The services provided by Rehmann to Client are subject to the condition that they may not be used for any unlawful purpose or in any unlawful manner and may be terminated or suspended by Rehmann if any such unlawful use occurs.

5.0 Provision of Managed Networks Services
5.1 The parties acknowledge that Managed Networks Services provided to Client are subject to the terms and conditions of Rehmann’s agreement with the provisioning telecommunications carrier and the availability of such services to Rehmann by the carrier.
5.2 Client acknowledges that Managed Networks Services ordered and provided hereunder are classified as “intrastate” in that the Percentage Interstate Usage (“PIU”) is less than ten percent (10%), and unless otherwise specifically stated, are provided only so long as such services carry less than ten percent (10%) interstate traffic. In the event PIU is or becomes equal to or greater than ten percent (10%), the Managed Networks Services shall be provided in accordance with the appropriate interstate tariff or interstate agreement.
5.3 Certain backup, replication and telecommunication services use various communication lines, equipment and other technologies that are beyond Rehmann’s control and while unlikely, data loss or corruption can occur as a result of transmission across these technologies. Where such technologies are outside of its control, Rehmann will be held harmless hereunder against the loss of data due to any such hardware, software or telecommunication failure. Where applicable, customer is advised to regularly use a verification processes to ensure the integrity of its transmitted data.

6.0 Software Licensing
6.1 Software provided with any Managed Service is provided by third parties. All such third-party-provided software is licensed to Client subject to the terms and conditions of an end user license agreement (“EULA”) provided as either a document accompanying such software or as a “pop-up” screen during the initial use of such software. Client shall abide by the terms and conditions of the EULA associated with any such third-party software provided to Client.
6.2 Client and Rehmann recognize that pricing for software or licensing that is provided by Microsoft, VMware, Citrix, or any other providers as the “use of” service is subject to change. Any licensing cost increases by any such provider shall be passed on to the Client, along with Rehmann’s standard markup for such services.

7.0 Network Abuse
7.1 Client shall comply in all material respects with all applicable provisions of Rehmann’s policies and procedures, incorporated herein by this reference, including without limitation Rehmann’s Network Abuse Policy.
7.2 Client shall comply with Rehmann’s Network Abuse Policy as posted on Rehmann’s website. Furthermore, Rehmann shall not be liable to Client for any action Rehmann takes to remove or restrict access to obscene, indecent, or offensive content made available by Client or for any action taken to restrict access to material made available in violation of any law, regulation, or rights of a third party, including, but not limited to, rights under copyright law and prohibitions on libel, slander and invasion of privacy.
8.0 System Maintenance
8.1 Rehmann represents that system maintenance normally will not result in interruptions and that, in the event that system maintenance should require any interruption of Service, to the extent possible it shall be completed only after prior notification to Client and within a reasonable time.

9.0 Limitation of Service
9.1 The Managed Networks Services provided by Rehmann hereunder shall not extend to any offering by Client to any other person or entity. The Managed Networks Services provided by Rehmann do not constitute a joint undertaking or venture with Client for the furnishing of any service to any other person or entity. Rehmann does not undertake to transmit messages or to offer any Managed Networks Services under this Addendum to any person or entity other than Client.

10.0 Statements of Work
10.1 In certain cases, Statements of Work (“SOWs”) specify the general scope, location, deliverables, standards, requirements, and periods of performance for services to be provided by Rehmann to Client hereunder. The parties recognize and agree that the terms of any SOW may be changed by mutual agreement from time to time in order to provide the service deliverables defined in the SOW. The SOW is provided for project management purposes only and is not intended to define any contractual terms between Rehmann and Client.

11.0 Additional Provisions
11.1 Client shall fully comply with all applicable laws, rules, and regulations related to the export and privacy of data.
11.2 If the Managed Networks Services are provided in any manner which subjects them to regulation by federal or state authority, then Rehmann may in its sole discretion terminate this Addendum.
11.3 In the event of Client’s bankruptcy, this Addendum gives Rehmann a first secured interest in any of Client’s remaining assets up to and including the value of this Addendum.
11.4 Client may not sell its assets to remove responsibility of payment. In the event such an action occurs, Client agrees that this Addendum shall automatically be assigned to the entity purchasing the assets for full and complete payment by the purchasing entity and that no further authorization is required.

12.0 Named Points of Contact
12.1 As part of the delivery of any Managed Service that Rehmann is providing to Client, Client shall be required to provide two named points of contact (“POCs”) within its organization who are authorized to request or direct Rehmann, its employees, agents, and affiliates to perform or do any act on Client’s behalf, including but not limited to:
   - Manage user accounts, groups, directories, and contacts;
   - Change passwords;
   - Remove, redirect, or restrict access from or to any resource, device, location, user account, etc.; and
   - Perform any other service, function, or act.

12.2 For any request or directive by a Client’s POC, Client agrees to RELEASE, WAIVE, DISCHARGE, TO NOT SUE, HOLD HARMLESS, and IDEMNIFY Rehmann and its officers, agents, affiliates, and employees (“Indemnitee(s)”) from any and all liability, claims, demands, actions, and proceedings, whether civil, criminal, administrative, or investigative, including court costs and attorney’s fees or other such related expenses incurred by Indemnitee(s) arising out of or related to any loss, damage, or injury that may be the direct or indirect result of an Indemnitee’s performance of such request or directive by a Client’s POC(s). Client further agrees to pay any and all expenses reasonably incurred by Indemnitee(s) in defense of any such claim or claims (including reasonable attorney’s fees, court costs, and other costs of investigation or defense), as the same are incurred and in advance of the final disposition of any such claim or claims against Indemnitee(s).
PROFESSIONAL SERVICES AND SYSTEMS ADDENDUM

Professional Services and Systems Addendum for Grand Haven Charter Township

This Professional Services and Systems Addendum dated January 21, 2020 (“Addendum”) is attached by reference to the Master Services Agreement between the Parties.

1.0 Scope of Addendum
1.1 This Addendum governs the sales and delivery of goods and Professional Services to Client by Rehmann.

2.0 Pricing
2.1 Prices shown on Quotes sent by Rehmann to Client shall be the amount payable for the specified goods and services purchased. No price reductions shall be accepted and no offset shall be allowed for any reason unless only to the extent specified on Rehmann Quotes. The prices set forth on Rehmann Quotes do not include taxes, fees, and charges. Client shall pay all shipping charges, including any charges to ship goods to Rehmann or the manufacturer after manufacturer warranties have expired. Exemption certificates must be presented prior to shipment if they are to be honored. To the extent any sales are made without prior receipt of a valid exemption certificate, Rehmann expressly reserves the right to separately invoice Client for all applicable taxes, fees, and charges, and these amounts shall be immediately due and payable.
2.2 Labor estimates do not constitute a Statement of Work. Only Statements of Work provide Rehmann’s specific labor commitments.

3.0 Return of Goods
3.1 Goods recommended and specified by Rehmann via a Statement of Work that are found to be defective within fifteen (15) days of delivery shall be repaired or replaced. Thereafter, delivery manufacturer's warranties or maintenance agreements shall apply. Goods recommended and specified by Rehmann via a Statement of Work that are inappropriate or unusable can be returned for full refund within fifteen (15) days of delivery. Client shall make every effort to confirm the fitness and suitability of goods before placing an order. Goods ordered but not specified or recommended by Rehmann are subject to manufacturer's and distributor's rules for return. A twenty-five percent (25%) or greater restocking fee and other rules may apply. Client shall consult with its manufacturer's and distributor's rules related to the fitness and suitability of goods and that all payments must be received by Client prior to the start of the Initial Term or credit.
3.2 Opened software and maintenance packets that have not been specified or recommended by Rehmann in a List of Deliverables may not be returned for refund, credit, or replacement.

4.0 Term and Payments
4.1 The Initial Term is defined individually for each Professional Services schedule. Systems sales are not evidenced by a schedule. Each Professional Services schedule shall be automatically renewed at the end of its Term for an additional twelve (12) month term at Rehmann’s then current fees unless either party notifies the other in writing of its intent not to renew the schedule at least ninety (90) days prior to the expiration of the Term.
4.2 In addition to any recurring charges, Client shall pay Rehmann a one-time prorated charge for Professional Services rendered from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. The Service Commencement Date is the date upon which the Client receives notice from Rehmann that service has become available.
4.3 In the event of a dispute over fees, the amount in dispute shall be submitted to arbitration.
4.4 Client shall compensate Rehmann for any Professional Services–related expenses that are not explicitly payable by Rehmann under the Master Services Agreement, this Addendum, and any schedules attached hereto.
4.5 Client acknowledges that invoice billings are done on a monthly basis and that all payments must be received by Rehmann in its designated office no later than fifteen (15) days after Client has been invoiced. Failure to make payment within fifteen (15) days of the Invoice Date shall result in suspension of the Defined Project or Assessment until all outstanding payments are made in full. An additional invoice shall be sent prior to the start of the Initial Term which shall include a charge for the Professional Services rendered from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs.
4.6 Client authorizes that any recurring payments shall be made via Automated Clearing House (ACH) transfer.

5.0 Response Time and Standard Business Hours
5.1 Rehmann shall respond on a best efforts basis from the time Client’s authorized personnel places a service call on Rehmann’s direct dispatch line at (616) 957-5391 during Rehmann’s Standard Business Hours, which are from 8:00AM Eastern Standard Time (“EST”) until 5:00PM EST Monday through Friday, excluding Rehmann’s published holidays, unless redefined by an attached schedule.

6.0 General Exceptions
6.1 Non-Controllability
Rehmann shall not be liable for the failure to meet any defined Service Level Objective, Guaranteed Fee, or Performance Objective in any schedule if such failure was caused by the actions or inactions of Client, an End User, or a third party provider of data network communications services. In any such instance, Client agrees to hold Rehmann harmless for any data loss, data integrity degradation, and their consequences. Additionally, Rehmann shall not be liable for any failure to meet any defined Performance Objective in any schedule if the delivery of the Services is impaired because of problems with any of the following:
   (i) The Internet, unrelated to Rehmann's circuit connections;
   (ii) An End User’s failure to act under Rehmann’s recommendations or requirements;
   (iii) Any other aspect of the End User's local environment beyond Rehmann’s control; or
   (iv) Failure of an End User to respond back.
6.2 Scheduled Downtime. Rehmann or Client may plan system downtime from time to time. System downtime is a period during which some or all Applications may be unavailable to some or all End Users. All such downtime periods shall be scheduled at least twenty-four (24) hours in advance, and shall require prior Client authorization. System downtime shall under no circumstances be scheduled during a Business Day without Client’s approval. Client and Rehmann shall cooperate and strive to schedule system downtimes that minimize disruption to End Users’ activities.

7.0 Assessment
7.1 An “Assessment” is defined as Engineering Services that have a goal of assessing a given environment on behalf of the Client and have either an Estimated Fee or a Fixed Fee.

8.0 Defined Project
8.1 A “Defined Project” is defined as Engineering Services, sometimes in conjunction with hardware and software that have a definitive beginning point, a definitive end point, a defined Statement of Work, and an Estimated Fee or a Fixed Fee which reflects against a Project Plan or Statement of Work.

8.2 Setting of Status Meeting. An Initial Status Meeting shall be held at an agreed upon time within fifteen (15) days of Rehmann’s request, which shall be sent via email. In the event a Status Meeting is not held within such time, Client shall be invoiced for the period ranging from the date the initial request was made plus fifteen (15) days.

8.3 The Notification Date of completion of each stage shall be determined at a planned Status Meeting.

9.0 Fees
9.1 Estimated Fees shall be based on the number of hours that Rehmann expects are required to complete a project or assessment and may differ from the Actual Fee charged, which shall be based on the actual number of hours incurred in completing the project or assessment.

9.2 Defined Projects or Assessments for a Fixed Fee shall cost the amount specified as the Fixed Fee.

9.3 Fees for Out-of-Scope Services are not included in either Estimated or Fixed Fees, and shall be invoiced separately.

9.4 Fees for Defined Projects and Assessments shall be defined in each associated Statement of Work.

10.0 Payment for Fixed Fee
10.1 Fixed Fees shall be paid in installments in the following manner:

- 50% before commencement of the Defined Project or Assessment as defined by the Project Plan
- 25% upon 80% completion of the Defined Project or Assessment as defined by the Project Plan
- 15% upon 90% completion of Defined Project or Assessment as defined by the Project Plan
- 10% upon 100% completion of the Defined Project or Assessment as defined by the Project Plan

11.0 Statement of Work
11.1 The Statement of Work (“SOW”) specifies the general scope, location, deliverables, standards, requirements, and period(s) of performance for the Services to be provided by Rehmann to Client. The parties recognize and agree that the terms may be changed by mutual agreement from time to time in order to provide the service deliverables defined in the SOW. The SOW is provided for project management purposes only and is not intended to define any contractual terms or relationships between Rehmann and Client beyond the specification of the services to be provided as stated therein.

12.0 Project Plan
12.1 The Project Plan specifies the steps (whether detailed or general) whereby the SOW shall be delivered by Rehmann to Client. The parties recognize and agree that the terms may be changed by agreement from time to time in order to provide the service deliverables defined in the Project Plan. The Project Plan is provided for basic project management purposes and is not intended to define any contractual terms or relationships between Rehmann and the Client beyond the specification of the Services to be provided as stated therein.

13.0 Reasonable Access
13.1 Client shall provide reasonable access to Rehmann to complete the Defined Project or Assessment. Client’s failure to provide such reasonable access shall result in suspension of the Defined Project or Assessment.

14.0 Named Points of Contact
14.1 As part of a Professional Service delivery that Client has engaged Rehmann to provide, Client may be required to provide two named points of contact (“POC’s”) within its organization who are empowered to request or direct Rehmann, its employees, agents and/ or affiliates to perform or do any act on Client’s behalf including but not limited to: Managed User Accounts, Groups, Directories and Contacts; Change Passwords; Remove, Redirect or Restrict Access from or to any Resource, Device, Location, User Account or any other thing; And/Or perform any other service, function or act.

14.2 For any request or directive by a Client’s POC, Client agrees to RELEASE, WAIVE, DISCHARGE, TO NOT SUE, HOLD HARMLESS and INDEMNIFY Rehmann and/or its officers, servants, agents, affiliates, and employees (“Indemnitee(s)”) from any and all liability, claims, demands, actions, causes of action, and/or proceeding, whether civil, criminal, administrative or investigatory including courts costs and/or attorney’s fees or other such related expenses incurred by Indemnitee(s) arising out of or related to any loss, damage, or injury, including death, that may be the direct or indirect result of an Indemnitee’s performance of such request or directive by a Client’s POC(s). Client further agrees to pay any and all expenses reasonably incurred by Indemnitee(s) in defense of any such Claim or Claims (including reasonable legal or attorneys’ fees, court costs and/or other costs of investigation or defense), as the same are incurred and in advance of the final disposition of any such Claim or Claims against Indemnitee(s).
January 3, 2020

Bill Cargo  
Grand Haven Township  
13300 168th Ave  
Grand Haven, MI  49417

Subject: Q4 2019 Economic Development Activity

Bill,

Below is a quarterly summary of how I have supported Grand Haven Township’s Economic Development efforts.

Company contacts:
- Harbor Industries retention visit (non-Chamber member)
- Direct mailing to 15 Manufacturers where new contact is desired

Publications issued:
- Manufacturing Matters – November 2019

Events / Meetings:
- Contract presentations with council
- Boomerang (800+ students connecting with 35 area businesses)
- Remediation & Redevelopment conference
- Farmland Preservation conference
- Generational focus groups
- Airport meeting with MDOT, City/State/Federal Legislators, & Local Manufacturers
- HR Roundtable – ACES presentation
- Manufacturers Roundtable
- Leadership Connect Local Economy Day chair (thank you for your participation in our panel discussions)
- Fire & Rescue departmental meeting to outline new Strategic Plan
- Region 4 Economic Development Collaboration Meeting – October & December
- West Michigan Shoreline Food Processing Initiative
Miscellaneous:
  - Completed research and submitted Community Benefits Assessment to MDOT on Airport
  - Shared Erosion webinar event
  - Northwest Ottawa County transportation study with area manufacturers
  - Shared recycling grant opportunity

Nancy Manglos and Joy Gaasch also engage with Economic Development activities, however the above items represent my direct activities for the quarter. Please let me know if you have specific questions or concerns with any company in the area that I should address.

Thank you,

[Signature]

Elizabeth Butler
Director of Economic Development Strategic Directions