

CR 54 954.0



This agreement is made effective as of 6-1-23 by and between Washtenaw County on behalf of the Washtenaw County Sheriff's Office, and VC3 inc. whose Michigan Offices are at 5815 Clark Rd, Bath Michigan 48808. In this agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "VC3." VC3 has a background in computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by VC3. Therefore, the parties agree as follows:

1. **Description of Services.** Beginning on 06/01/2023 VC3 will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes existing computers and related network equipment within The Client's office(s).
2. **Services Not Covered.** VC3 reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment or technologies. The Client will be notified ahead of time of any extra charges involved before the work is started. Projects expected to exceed Eight (8) hours of labor including but not limited to replacement of servers are considered new technology, are not covered under this contract and will be billed separately.
3. **Services Not Provided.** VC3 will not provide structured cabling services. VC3 will not climb into ceilings, attics, or crawlspaces. VC3 will not climb upon roofs, trees, or polls; or use equipment like tall ladders or bucket trucks to service or replace equipment.
4. **Third Party Support Agreements.** To the extent that VC3 is asked to support third party software or hardware; The Client agrees to maintain appropriate support agreements with the manufacturers or resellers of those products such as software support contracts and/or onsite extended warranties for applicable hardware.
5. **Payment.** The Client will pay an annual fee to VC3 for the Services in the amount listed in the payment schedule (Appendix A). This fee shall be payable in full within 30 days unless otherwise notated in this document.
6. **Performance of Services.** VC3 shall determine the manner in which the services are to be performed and the specific hours to be worked by VC3. The Client will rely on VC3 to work as many hours as may be reasonably necessary to fulfill VC3's obligations under this agreement.
7. **Liability Limitations.** The Client agrees that in no event shall VC3, its officers or directors, be liable for any damages of any kind including but not limited to any direct, indirect, incidental, special or punitive damages. The exclusive remedy for any breach of this agreement is limited to an amount equivalent to three monthly payments. In the event of extreme error or negligence, damages will be limited to

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

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



**AIM
HIGHER**

14. Employees. VC3's employees, if any, who perform services for The Client under this agreement shall also be bound by the provisions of this agreement.

IF for VC3:

VC3
Dan Eggleston
Regional Manager
Box 160
Bath, Michigan 48808

15. Employment Restrictions. The Client shall not solicit to hire, hire, or engage any of VC3's employees (or anyone employed by VC3 in the prior twelve calendar months) while this Agreement is in effect and for the twelve-calendar month period immediately after termination or completion of this agreement for any reason. If The Client does solicit to hire, hire, or engage any of the VC3's employees, The Client shall immediately pay VC3 an amount equal to 100% of the the-current or most recent annual salary or wages paid by VC3 to such employees.

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

16. Notices. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

17. CPI-Index. At the expiration of this contract period and each year thereafter, the rates described in "Appendix A" will be adjusted by 4% or by a CPI factor, whichever is greater. For the purposes of this document the CPI shall be defined by and will not exceed the USBLS unadjusted annual rate for the most recently reported 12-month period.

IF for The Client

Washtenaw County Sheriff
Jerry L Clayton
2201 Hogback Road
Ann Arbor, MI 48105

18. Entire Agreement. This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

19. Amendments. This agreement may be modified or amended if the amendment is completed in writing and signed by both parties.

20. Applicable Law. The laws of the State of Michigan shall govern this agreement.





Party receiving services:

Accepted By: *Jersey D. Cityton*

Title: SHERIFF

Party providing services: VC3

Proposed By: *D. Eggleston*
Dan Eggleston, Regional Manager

WASHTENAW COUNTY

Gregory Dill

06/12/2023

Gregory Dill
County Administrator

ATTESTED TO:

Lawrence Kestenbaum

06/14/2023

Lawrence Kestenbaum
County Clerk/Register

APPROVED AS TO FORM:

Michelle K. Billard 06/09/2023
Office of Corporation Counsel

Michelle K. Billard
Corporation Counsel

CK 51954.0



Appendix A: Price

← de PRICING

| Year | Amount | Term/Option |
|------------------------|--------|--------------|
| 6/1/2023 – 5/31/2024 ✓ | \$6938 | Regular Term |
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| | | |
| | | |

CA 54954.0



April 20, 2023

Washtenaw County Sheriff's Office
Attn: MariAnn LeBlanc
2201 Hogback Rd.
Ann Arbor, MI 48105

Ms. LeBlanc:

This letter is to indicate that I.T. Right is a Microsoft Certified Partner and is the only firm in the State of Michigan authorized to do work on behalf of BS&A software. We are uniquely suited to work with police departments, as all our technicians have been fingerprinted, background checked, and certified to work on LEIN and MiCJIN.

Sincerely,

A handwritten signature in cursive script that reads "Randy Allen".

Randy Allen
President, IT Right