

AGENDA

Committee of the Whole AGENDA FOR NOVEMBER 27, 2023 AT 5:30 PM



Lansing City Hall, Tony Benavides Lansing City Council Chambers
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda,
members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

Council Member Wood, Chairperson
Council Member Garza, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
 - A. November 13, 2023
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Presentations:**
 - B. Internal Auditor Reporting on HRCS Grant Awards and Reporting
6. **Discussion/Action:**
 - C. RESOLUTION - Override Mayor Schor Veto of Resolution 2023-312
 - D. DISCUSSION - Sole Source Purchase; Information Technology Department requests Dewpoint as the vendor for Information Technology (IT) Managed Services
7. **Other**
8. **Adjourn**

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MINUTES

Committee of the Whole

Monday, November 13, 2023 @ 5:00 p.m.

Tony Benavides Lansing City Council Chambers

CALL TO ORDER

Council President Wood called the meeting to order at 5:00 p.m.

PRESENT

Council Member Carol Wood
Council Member Jeremy Garza
Councilmember Adam Hussain
Councilmember Peter Spadafore
Councilmember Patricia Spitzley
Councilmember Brian T. Jackson
Councilmember Jeffrey Brown
Councilmember Ryan Kost

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Jim Smiertka, City Attorney
Lisa Hagen-Lawrence, City Attorney
Emily Linden, Internal Auditor
Mark Lawrence, Mayor's Office
Jake Brower, Chief Strategy Officer
Kim Coleman, HRCS
Nick Zande
Michael Lynn
Erika Lynn
Jackson Mills, Finance
Mayor Schor – arrived at 7:19 p.m.

Minutes

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM OCTOBER 30, 2023 AS PRESENTED. MOTION CARRIED 8-0.

Public Comment

Ms. Stanaway spoke on the sole source on the agenda, and the potential conflict of interest, noting her belief that Dominic Cochran, his father and Jason Gabriel all had connections with Dymaxion.

Council Member Brown stepped away from the meeting at 5:03 p.m.

She continued by stated the public never asked for \$800,000 for a warming and cooling centers from Detroit.

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Council Member Brown returned to the meeting at 5:04 p.m.

Council Member Hussain stepped away from the meeting at 5:04 p.m.

Mr. Lynn briefly spoke briefly on his belief of campaign finance violations by the mayor. He then spoke on the warming center recently published in a press release for \$800,000.

Council Member Brown stepped away from the meeting at 5:06 pm

Me. Zande spoke on the recent election and representation. He then spoke on the polling location proposed to be changed.

Council Member Brown returned to the meeting at 5:07 p.m.

Ms. Erika Lynn spoke about the warming shelter item on the agenda, in addition to a recent issue with a City seal and the Mayor's use of it.

Council Member Hussain returned to the meeting at 5:11 p.m.

Ms. Lynn continued speaking on details for the warming center.

Presentations

Internal Auditor Reporting on Treasury Audit

Ms. Linden went through her report in the packet. This outlined the objectives including internal controls, checks and balances, adherence and overall effectiveness. She then went through the findings in the report.

Council Member Jackson stepped away from the meeting at 5:18 p.m.

Ms. Linden was outlining key points in her report.

Council Member Jackson returned to the meeting at 5:19 p.m.

Ms. Linden completed her report with recommendations and briefly spoke to the three months she performed the audit.

Council Member Jackson asked if the report was submitted to the administration and if they have addressed the recommendations. Ms. Linden confirmed it was submitted to the Administration and City Clerk today, so there has been no discussion so far.

Council Member Spitzley asked how this audit was initiated. Ms. Linden stated the previous auditor had made findings and recommendations for certain departments to be audited and Finance was the first. Council Member Spadafore noted that in 2022 there was an Ad Hoc on Audit, and the list of departments came from there, and that was confirmed by Ms. Linden.

Council Member Brown asked if there was a percentage of improvements in the findings. Ms. Linden stated it would depend on where in tax season we are. There is priority in tax season proper, and customer service took back seat during that time. The mail item concern came from interviews she had with staff that was a big issue during tax season. Council Member Brown asked, based on the historical information, did it seem like the issues are moving towards being resolved. Ms. Linden stated she finished the audit in October, and the next tax season is beginning so she will reaudit in a year.

Council Member Kost when it was submitted to the Administration, and Ms. Linden confirmed it was sent today to be placed on file. He then asked her if she estimate how much these mistakes cost the

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taxpayers, and the report noted staff were “overworked”, and asked why she did not recommend hiring more staff in the department. Ms. Linden stated hiring is a budget decisions, and based on the money in the budget, that is why she made the recommendations she made.

Council Member Jackson stepped away from the meeting at 5:27 p.m.

Council Member Garza asked how many vacant positions are in the departments.

Council Member Kost stepped away from the meeting at 5:28 p.m.

Council President Wood noted that the next item on the agenda is the GF report and vacancy report, which will list those vacancies. She then noted the report would be placed on file, and the next step is for Ms. Kirkland and Ms. Frayer to look at the recommendations and move forward. She asked Ms. Linden to keep Council updated.

Council Member Kost returned to the meeting at 5:29 p.m.

General Fund Status Report: Fiscal Year 2023-2024, 1st Quarter.

Mr. Brower and Mr. Mills presented the reports in the packet.

Council Member Spadafore stepped away from the meeting at 5:30 p.m.

Council Member Spitzley asked about the difference in the left-over funds from the ARPA and use of Fund Balance; where would those funds come from in the next year or does the Administration plan to have a rolling lose.

Council Member Spadafore returned to the meeting at 5:32 p.m.

And if they anticipate a rolling revenue loss, where will those funds come from next year. Mr. Brower stated that discussion is part of the broad discussion they are having with departments now.

Council Member Hussain stepped away from the meeting at 5:32 p.m.

He continued by explaining the Administration is moving forward with a standard budgeting process, there is a new procedure for the department directors to provide information on what they do as a whole, what services. All directors met last week with a strategy summit, outlining issues. They are to prioritize what is an objective and how to get there as a plan.

Council Member Hussain returned to the meeting at 5:34 p.m.

He continued explaining his process, which is reviewing the strategic goals. Council Member Spitzley asked if they anticipated a deficit next year and if part of the strategy is to ask departments to cut their budget to assist with the deficit. Mr. Brower stated earlier in the year they presented a 3-year forecast, looking at economic conditions improving, and a goal to balance the budget and have sustainable amount to invest in capital projects and more efficient delivery. Regarding any across the board cuts, they are not there at this time, but have told departments that without volunteering cuts, they will be asking them to do them in the end and will do whatever is necessary.

Mr. Mills continued with his general fund presentation on project taxes, income tax collections.

Council Member Jackson returned to the meeting at 5:38 p.m.

Mr. Mills did note that the EDP budget appears higher because of the cost they commissioned a code fee study which was not in the budget.

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Council Member Spadafore asked where the City stands in the report on the large storm clean up and fund reimbursement. Mr. Mills did not have any costs but would get those to Council.

Mr. Jackson moved to the part of the report that spoke to the vacancy factor. It was noted there are 100 vacancies, 59 in another non-general fund this totals \$1.6 million. Council Member Kost noted the report appears to reflect that the City lost employees in the first quarter, and Mr. Mills confirmed they did in a comparison to the last 1st quarter report.

Council President Wood noted the report reflected currently 5 vacancies in treasury. Mr. Mills stated there are 3 in finance and 3 in HR.

Council Member Jackson asked what happens with the funds. Mr. Brower stated for the GF portion, there is a budget vacancy factor, that is the bottom line. \$1.5 million budgeted this fiscal year, and any savings above that will go to the bottom line. Council President Wood added they could pay overtime, any additional funds not utilized through budget amendment goes into reserve fund.

Council Member Spitzley noted there are a number of LFD positions vacant and asked if the \$1.6 million paying for LFD overtime. Council President Wood confirmed, but noted even though there were vacancies, there are 25 in the academy.

Council Member Spadafore asked about the lower percentage of 5% for HRCS, and Mr. Mills stated that number is higher now, it was just timing during the reporting.

Ms. Linden asked if the return on equity from BWL was received yet, and Mr. Brower could not confirm it had been, but did now that they would be getting \$229,698 which was an adjustment from 4th quarter last years of the \$6,685,560, and the first quarter is \$6,455,862. Ms. Linden asked again when the City would receive it, and Mr. Brower stated they should have already gotten it, but it is just not entered into the system.

Ms. Linden referred to the new SB 507 on City Income Tax Act Expansion and asked if Finance and Treasury have had discussions on that impact. Mr. Brower stated he is aware of the program but they would have to look more into it for details before he can answer.

Council Member Hussain stepped away from the meeting at 5:48 p.m.

Council President Wood referred to an earlier statement that they were preparing the budget and asked departments what services they are responsible for. She encouraged Mr. Brower that it is important to have that discussion with the public on what essential services they want the City to provide with their tax dollars. And also noted to Mr. Brower that if they are talking about cutting positions from the vacancy factor, that some of those positions are union positions.

City Truck Life Cycle and Rotation- Andy Kilpatrick

Mr. Kilpatrick went through a handout on city vehicles. This spoke to vehicle replacement cycles, CART truck information, and the life cycle of default 12 years. With LPD 4-5 years, ambulance 6 years and suppression 15-20 years.

Council Member Garza asked which yard waste vehicle is the oldest, which is newest and what is the oldest recycling. Mr. Kilpatrick noted he would have to further research that because some vehicles do both tasks, recycling, yard waste and trash. Regarding yard waste only, the oldest is believed to be from 2004. Council Member Garza asked if they have a purchase plan to rotate every 2-3 years. Mr. Kilpatrick confirmed in the 2023 budget they began that plan. Council Member Garza asked what the delay was on catching up to industry standards. Mr. Kilpatrick stated he cannot speak to his predecessor and priority, but since he has taken over there is a focus on priority. Prior the fleet department made all the decisions on purchasing and priority. Now each department can

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make the determination on when they purchase. Moving forward it is in the budget, and those two funds control when purchase vehicles.

Council Member Jackson asked about the funds for street sweepers and purchasing. Mr. Kilpatrick stated those are bought through fleet and leased with street funds. There used to be an issue with the older street sweepers, but they have reduced the age on sweepers. They have one newer one that was totaled in an accident where it was rear-ended so that is getting replaced. That leaves them down to two (2). Council Member Jackson asked if there is a fund set up to purchase sweepers. Mr. Kilpatrick stated it is a fleet fund.

Council Member Hussain returned to the meeting at 6:02 p.m.

Council Member Jackson asked if they were behind schedule on purchases, and Mr. Kilpatrick confirmed they are better than average, and purchased a number recently. They did have 4 old ones, did purchase one then one additional and purchased two new ones over the last couple years. Council Member Kost asked how many they had 10 years ago and were told 4. They have also changed their cycle from only at night but now doing during the day, based on budget and staffing. Priorities determine where the funds go, and there is a need for more money for roads, sidewalks and sewers. Council Member Kost asked if there was enough staff for the trucks listed.

Council Member Brown stepped away from the meeting at 6:05 p.m.

Mr. Kilpatrick stated they do train staff to run routes, and having more staff would be good.

Council Member Brown returned to the meeting.

Council Member Kost asked if they have had conversations on universal trash. Mr. Kilpatrick confirmed they are looking at it and long term would have benefit. Council Member Kost asked what funds were currently in the accounts, and Mr. Kilpatrick stated he could provide that after the meeting. Council Member Spadafore asked if they did pursue City trash collection if the City has the vehicles and personnel to pull off. Mr. Kilpatrick stated the real questions would be what city-wide trash would be. Currently no yard space or staff. Could manager overrule city staff, city would be provided, charge fee, then have contractors assist with that. Short term need assistance, and long term look at, but to make this happen they would need a policy and ordinance. Council Member Spadafore asked if they have had any discussions with current vendors, and Mr. Kilpatrick confirmed they have approached one. Council Member Spadafore asked if they have considered incorporating electric vehicles in the fleet. Mr. Kilpatrick confirmed that trash side would need two electric trucks. Some testing shows they only get 3-4 hours in the cold. There is a limit on electric trucks and high prices.

Council Member Kost stepped away from the meeting at 6:12 p.m.

Council Member Garza asked what vendor they spoke to and was told Granger. The City does charge less.

Council Member Kost returned to the meeting at 6:14 p.m.

Council Member Garza asked how many staffing positions would be affected if they contract it. Mr. Kilpatrick stated they would not displace employees, but not sure of exact number of refuse haulers that are city employees currently. There is recycling, yard waste and trash. If they contract out trash would do more on recycle business. Every property has to have recycling per ordinance.

Council Member Spitzley and Spadafore supported not contracting it and privatizing it.

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DISCUSSION/ACTION

RESOLUTION – Polling Place Changes for Precincts 9, 36 and 38; Effective after 11/7/2023 Election

Mr. Swope explained that several polling places are not going to be available as voting locations in the future due to bad locations per feedback, buildings being decommission and one location at BWL being eliminated due to their security concerns at HACO. For each location change, emailed each registered voter if had one, and informed them of the new change.

Council Member Spadafore asked if they have looked into precinct consolidations. Mr. Swope confirmed that this last election they had 85% in the primary, 75% in general in the mail, and so are looking at consolidations in advance of 2024.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION FOR THE POLLING PLACE CHANGES FOR PRECINTS 9, 36 AND 38. MOTION CARRIED 8-0.

DISCUSSION – Sole Source Purchase; Community Media Department request Dymaxion Development LLC as vendor for Owners' Representative for Ovation/Public Media Center Construction Project

Council President Wood explained the Sole Source Ordinance which outlines what qualifies as a sole source.

Council Member Jackson stepped away from the meeting at 6:22 p.m.

Mr. Cochran explained that they are using Dymaxion because initially when the project went out for a RFP, Dymaxion brought the project to the City and the City was going to have them do the project and then lease it back. But during the bond process it was determined the City had to own the property. Since Dymaxion had been involved from the initiation they chose to keep them on in this roll. Mr. Cochran believes they have specialized knowledge deemed to be the best.

Council Member Spitzley referenced and recited the sole source ordinance, noting that just an email memo to the Mayor did not justify criteria in ordinance. She also noted the memo states some work done by Dymaxion was done without compensation and asked why. Mr. Cochran stated because Dymaxion brought it to the City and some work was done before the City took it over for bonding purposes. Council Member Spitzley noted the items in the ordinance that determine a sole source, and by Mr. Cochran stating it does not make it a sole source. Council President Wood provided the timeline of a hand delivered memo to Council staff and the City Clerk by City Attorney Venker in memo form, with no RFP or purchasing documents. It was not referred at the time from the City Clerk, and Council is getting it now because of the last meeting Mr. Cochran was present he was asked to complete the process for appropriate sole source review.

Council Member Jackson returned to the meeting at 6:29 p.m.

Council Member Spadafore asked if Dymaxion was the developer of the 500 block of S Capital, and Mr. Cochran stated they were not but assisting with the developer of that site somehow. Council Member Spadafore asked who is developing Ovation and Mr. Cochran stated the City but will be hiring for their expertise with architect and contractor. Council Member Spadafore noted that Dymaxion has two license filings with LARA.

Council Member Spitzley asked if Council votes on a sole source. Council President Wood noted Council has to vote on sole source, they are referred to ways and means, but due to the gravity of this, it was referred to Committee of the Whole, and based on information the provided, Council can review to see if it meets the sole source ordinance. This ordinance guidelines were created in 2017 due to issues with departments coming to Council after spending funds, and signed contract. Council does have the option of not placing this on file. Council Member Spitzley did not support accepting this as a sole source and placing on file. Council President Wood noted that there is a

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section in the Ordinance that states if Council deems it is not a sole source, the contract is null and void, therefore she recommends that since there are numerous developers in the city that can do the work. It was an understanding that initially Dymaxion was going to be developer and sell to City, but that did not happen. Council Member Spitzley voiced her concern on work done without pay and the liability that is now on the City. Council President Wood noted an earlier statement by Mr. Cochran that they haven't even gone out to bid on an architect yet, so why can they not go out to bid on an administrative manager as well. Council Member Spitzley noted that the City Council was introduced to a Project Manager at the last meeting that was a project manager already, so why hire out.

Council President Wood passed the gavel to Council Member Garza. A resolution denying the sole source and asking for the contract to be null and void was distributed to Council.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION REFUSING THE SOLE SOURCE AND ASKING THE ADMINISTRATION TO NULL AND VOID THE CONTRACT.

Council Member Jackson asked if the OCA had an opinion on this and if it is a sole source. Mr. Smiertka stated they wrote a legal opinion for Council Member Spitzley on the ordinance a sole source procurement, and that supported this sole source as following the criteria. One or two have been addressed in the list so OCA believes it was done correctly. He added that Council does not have the ability to veto a contract but only make a determination. The question is if the criteria was followed and they believe it was.

Council Member Spitzley clarified she got an email memo from Mr. Venker when she asked if the contract was valid, but it was not a "legal opinion". She noted the ordinance states "are" not one or the other. In addition it never came to Council for valid review and it appears the administration circumvented the Council process.

Council Member Hussain asked for verification that the resolution in front of Council now is a position, but nothing else, and it was confirmed.

Council Member Jackson asked what the resolution status would be, and Council President Wood stated it would be no accepting the sole source and not placing it on file.

MOTION CARRIED 6-2.

DISCUSSION – Outstanding Questions on Requested Reports in the Budget Policies from the Adopted FY 2023/2024 Budget Resolution Cost of Warming and Cooling Centers

Ms. Coleman stated they were on previous Committee agendas, but due to timing the item was pushed to future meetings, but since the initial meeting they have prepared an RFP, and since that time it was filled with Detroit Mission and they plan to open at the LETTS Center 11/27.

Council President Wood asked if the contract was in the budget or they plan to incorporate \$800,000 from the State. Ms. Coleman stated the money is this year from the \$151,000 Council took from the Mayor's budget, but there is an intent to be funded by the State but those funds are not available. Council President Wood asked if they have signed the contract for \$800,000 and Ms. Coleman confirmed they had not.

Council Member Spitzley asked OCA if the City is opening up a legal impact with only accepting certain residents into the center. Mr. Smiertka stated nothing has been brought to their attention. Council Member Spitzley pointed out that this is a City building, and it appears they will only accept families, seniors and people with disability, so again she asked if the City is opening itself up for legal issues. Mr. Smiertka stated that anyone can challenge that.

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Ms. Coleman explained that the facility will be a “warming center”, not a “shelter”.

Council Member Garza stated he heard there was no fire suppression. Ms. Coleman stated that Parks is currently handling that. Council Member Garza if there was an RFP for that and if the funds will come from the \$800,000. Mr. Lawrence did not have a response but stated he would get the answer.

Council Member Hussain noted it appeared that OCA was not engaged in the process with Detroit Mission, but how did the City enter into contract if the OCA was not aware. Mr. Smiertka stated they reviewed a reviewed as service contract but would be willing to look at the contract. Council Member Hussain asked if the OCA should look at all contracts. He then asked Ms. Coleman how many bids they got and she stated 2, one was Lansing based however they wanted more money than \$150,000. Council Member Hussain asked if they reached out to other entities that could have responded and why they didn't. Ms. Coleman said no one supported the proposed warming center.

Council Member Spitzley asked if the Detroit Rescue Mission is faith based and have any restrictions on gender. Ms. Coleman stated that there are a significant number of shelters that are based on Christian based/ faith-based organizations. Council Member Spitzley referenced the press release from the Administration where it was called a “shelter”. She reiterated the concern on lack of fire suppression, no cots and liability. Council Member Spadafore noted that even if the contract does not state the intentions, it should be in the oversight. He then referred to the Detroit Mission website which undermines their intentions. Council Member Kost asked since it states exceptions will be made for trans-gender what those are. Ms. Coleman stated that they will make accommodations, and she mis spoke if she said exceptions. When she spoke to them on human rights, they said if accommodations are needed, they will make those available.

Council Member Kost and Spitzley stepped away from the meeting at 7:03 p.m. .

Council Member Jackson asked why the press release said “shelter” and if they knew there were issues with fire suppression why those weren't addressed earlier, and also why they did not follow up with them on their policies.

Council Member Spitzley returned to the meeting at 7:04 p.m.

Council Member Jackson asked if the OCA should have created the contract or document to outline the issues.

Council Member Brown asked why the press release was pointing out only certain groups would be served.

Council Member Spadafore stepped away from the meeting at 7:04 p.m.

Ms. Coleman appealed they are opening up for families with children; single or transgender and will be servicing all families with children.

Council Member Kost returned to the meeting at 7:05 p.m.

Ms. Coleman and Council Members discussions the definition of family, how that applies towards male, female and trans-gender.

Council Member Spadafore returned to the meeting at 7:05 p.m.

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Council Member Brown again voiced his concern it appears that they are not being able to meet need of all residents, how does that not open the City up for liability. Mr. Smiertka stated the question is whether the program has rationale need. If they have in their records, there is a group with the biggest need. There is always the potential for litigation.

Council Member Brown spoke in opposition.

Council Member Hussain asked if the City Council has any authority to intervene or change programming. Mr. Smiertka stated it is the Administration. Council Member Hussain noted for the record that this is not what Council wanted when they appropriated the funds.

Council Member Kost spoke in opposition, noting that there are 10 in Grand Rapids that do not specify specific groups that will be assisted.

Council Member Jackson did not support not allowing everyone.

Council Member Brown asked where people go when they get turned away, and Ms. Coleman stated that if it is a CODE BLUE, the Fire Marshall will lighten the standards to allow more people to enter. It will be open from 7 pm to 7 am from November 27, to April.

Council President Wood asked for the contract that was signed with Detroit Rescue Mission, and made Ms. Coleman aware of events that occur at LETTS after 7, asking for accommodations to be made.

DISCUSSION/ORDINANCE - Amendment to Chapter 240, Section 240.02, 240.03, 240.04; Clarify role of Human Relations and Community Services (HRCS) Advisory Board

Council President referred to the changes on page 2 and page 4 since the last meeting. These changes stipulate that the Advisory Board shall make recommendations and shall come to council.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE ORDINANCE.

Council Member Jackson asked what the language was before, and Council President Wood recapped it said "may" instead of "shall".

MOTION FAILED. 4-4

MOTION BY COUNCIL MEMBER SPITZLEY TO PLACE ON FILE. MOTION CARRIED 8-0

DISCUSSION/ORDINANCE -Amendment to Chapter 273, Section 273.01 and 273.04; Clarify Role of Human Relations and Community Services (HRCS) Advisory Board

MOTION BY COUNCIL MEMBER SPTIZLEY TO PLACE ON FILE. MOTION CARRIED 8-0.

OTHER

DOCUMENT - OCA overview on Procedure for Charter Revision on what next steps are.

The document provided by the OCA went over the question before the voters, what creates the Commission, and if the Commission member currently sits on a board, once they are elected they must resign. Mr. Swope stated that under Michigan Election Law there are only three dates a general election can be held. They are proposing May, 2024. Council Member Spitzley asked if the process to be on the ballot is the same as Council member, and Mr. Swope state it is the same process as and At-Large position. The payment for the Commission will be set up by City Council, per diem limit to 90 days for entire term. Council Member Spitzley asked if they are subject to campaign finance law, and was told yes by Mr. Swope.

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Council Member Jackson asked for an explanation on why the May election, and Mr. Swope acknowledged there is a conflict between Home Rules Cities Act, which says it has to happen in 60 days, and the Michigan Election Law. The next available date is the May date. Council Member Jackson noted the May election will have the lowest turnout, so why not wait until August. Mr. Swope stated he had discussions with OCA on this, and the May date was necessary because they did not want to push it back. Council Member Jackson asked Mr. Smiertka if there is anything in those two laws that state they cannot move it to the 2nd election of the year in August. Mr. Smiertka stated he was not involved in the discussion. Mr. Swope stated that the Home Rules Act calls for the quickest election as possible, and Ms. Hagen-Lawrence stated that Act also indicates 60 days from when the question is asked of the voting public.

Council Member Spitzley stepped away from the meeting at 7:30 p.m.

Council Member Hussain spoke in support of moving the process along not moving to a later election.

Council Member Spitzley returned to the meeting at 7:31 p.m.

Council Member Hussain expanded that some communities actually have the candidates for the Commission on the same ballot as the question.

Council Member Spadafore asked if the “3 years” time frame starts at the time the question was approved by the voters. Ms. Hagen-Lawrence stated it will start once the Commission is sworn in.

Adjourn

The meeting adjourned at 7:33 p.m.

Respectfully Submitted by,
Sherrie Boak, Recording Secretary, Lansing City Council
Approved by the Committee



CITY OF LANSING

INTERNAL AUDITOR

124 W MICHIGAN AVE FL 10

LANSING MI 48933-1605

(517) 483-4159

Date: November 27, 2023
To: Lansing City Council
From: Emily Linden, Internal Auditor
Subject: FY23 HRCS Contract Audit

AUDIT REPORT

Responsibilities of the Internal Auditor

In accordance with the City of Lansing Charter:

3-402 Powers And Duties

.2 The Internal Auditor shall make audits of financial transactions of all City agencies at least once every year or as otherwise directed by the City Council. The Internal Auditor shall have access to the financial and other records of all City agencies at any time.

.3 The Internal Auditor shall make a full report to the City Council of each individual audit and file a copy with the Mayor and City Clerk. The report shall include any or all of the following as directed by Council:

(a) An examination of financial transactions, accounts, contracts and reports, including an evaluation of compliance with applicable laws and regulations;

(b) a review of efficiency and economy in the use of resources with recommendations for improvement;

(c) a report as to whether desired results are effectively achieved in City programs, services and activities.

Objectives

The goal of this audit was to assess the FY23 contracts within the HRCS Department.

Background and Research

This audit was conducted from September 2023 to November 2023. The HRCS Department provided:

- Scoring rubrics
- Board training documents
- Reporting information

All FY23 HRCS contracts with external organizations were reviewed. HRCS scoring instructions that were provided to the HRCS Advisory Board are attached to this document. An in-person training on scoring applications was also provided to Board members.

Notes from HRCS

- HRCS is currently reviewing/revising their grant policies.
- As a matter of policy HRCS does not do formal amendments in Laserfiche for less than a 10% budget change.
- Some agencies do not have four quarterly reports for FY23. This is because agencies that expended their funds prior to the end of the year were not required to submit a fourth quarter report. **This policy has since been updated.**

FY23 Funded Programs and Organizations

- Advancement Corporation - \$20,000
- Advent House Ministries PSH Hope Housing Expansion Program - \$15,000
- Advent House Ministries PSH for Families - \$10,000
- Advent House Ministries Weekend Day Shelter - \$30,000
- Active Living for All - \$25,000
- Allen Neighborhood Center - \$26,400
- APEX Academy - \$18,000
- BBBS of Michigan - \$20,000
- Building Child and Family Initiatives - \$17,000
- Boys and Girls Club of Lansing - \$55,000
- Boy Scouts of America - \$2,500
- Capital Area Community Services - \$45,000
- Capital Area Housing Partnership - \$30,000
- Child and Family Charities Cap - \$10,000
- Child and Family Services – Teen Court – \$6,000
- Child and Family Services – Gateway - \$25,000
- Care Free Medical - \$65,000
- Community Mental Health Bridges Crisis Unit - \$50,000
- Community Mental Health The Recovery Center - \$40,000
- Cristo Rey - \$30,000
- Eastside Community Action Center - \$30,000
- EVE Inc. - \$28,289

- First Presbyterian Church - \$5,000
- Greater Lansing Food Bank GP - \$6,000
- Greater Lansing Good Bank MFP - \$25,000
- Girl Scouts Heart of Michigan - \$6,000
- Habitat for Humanity AR – \$5,000
- Habitat for Humanity HO - \$40,000
- Holy Cross Services HELP - \$40,000
- Holy Cross Services New Hope - \$105,000
- His Healing Hands - \$25,000
- Hospice of Lansing Bereavement - \$8,000
- Hospice of Lansing Respite Care - \$5,000
- Helping Women Period - \$25,000
- Ingham County CAB - \$15,000*
- International Humanitarian Services - \$20,000
- Justice in Mental Health Organization - \$7,000
- Loaves and Fishes Ministries - \$20,000
- Lansing Area Safety Council - \$12,000
- Legal Services of South Central Michigan - \$75,000
- LMTS - \$24,000
- LPD Explorer Post – \$2,500
- Lansing Regional Sister Cities Commission - \$20,000*
- Michigan Dyslexia Institute - \$5,000
- Mid-Michigan Recovery Services - \$28,000
- Northwest Initiative - \$25,000
- Old Newsboys - \$10,000
- Peckham - \$20,000
- Refugee Development Center - \$50,000
- REACH Art Trunk - \$8,000
- REACH Teen - \$12,000
- Resolution Services Center of Central Michigan JRJP - \$10,000
- Resolution Services Center of Central Michigan RJ - \$30,000
- RSVP - \$15,000
- Salvation Army - \$20,000
- Southside Community Coalition - \$30,000
- St. Stephen's Community Church - \$18,000
- St. Vincent's Catholic Charities - \$10,000
- The Davies Project - \$30,000
- The Listening Ear - \$8,000
- Tri County Office on Aging MOW - \$10,000
- United Way 211 - \$10,000

- United Way VITA - \$15,000
- Walk in Truth Ministries - \$25,000
- YMCA - \$15,000

*These agencies were selected by the Administration for funding and fall outside of the HRCS general fund awards process.

Findings

Objectives in Contract Not Met

Roughly a quarter of the organizations did not meet the objectives laid out in the original contract. It is important to note that these organizations still provided the programing and reporting, but quantitative objectives were not met. Reasons varied and were often explained in the reporting.

Response from HRCS: Each situation will differ, depending on the contract as will our actions vary based on the circumstances. In general, if the objectives are not met due to the estimated numbers in the contract differing from the actual, we review the report narratives for explanations and follow up with agencies accordingly. We also review the program, as a whole, to determine its success, not only the quantitative goals, but qualitative. As the need arises, we work with the awardees to address concerns and encourage them to be realistic with their program expectations. New project agencies do not always have baseline data to start with and may overestimate their numbers or the response from the community. They also may have lacked the ability to predict changes in people's behavior or responsiveness to in-person programs in a post-COVID society. Staff reviews agency quarterly reports throughout the year and require amendments as needed. If an issue is found, there is an increase of check-ins and technical support. We expect staff oversight to increase in the coming year, as a result of being more fully staffed on the contractual team, which may lead to more amendments and mid-year adjustments in programs.

Recommendation: HRCS is working to improve their process and the Department is implementing changes for the FY24 process. In addition to this HRCS staff should work with agencies closely during the contract process to ensure organizations are making realistic goals. HRCS staff should also follow up with organizations after each quarterly report if numbers are not where they should be to discuss how to improve the program or make necessary amendments to contracts. The Internal Auditor should perform another audit following the FY24 grant cycle to ensure improvements to processes have been implemented.

**CITY OF LANSING
HUMAN RELATIONS AND COMMUNITY SERVICES
REQUEST FOR FUNDING SCORING SHEET**

Name of Agency Applicant: _____

Project Name: _____

Reviewer: _____

Date: _____

SCORING CRITERIA

POINTS RATING

SECTION A:

I. Project Description:

- The need for the project should be clear and well documented _____ (0-7 pts.)
- Should represent valid community concerns _____ (0-7pts.)
- Should address priority target population _____ (0-7pts.)

II A. Proposal/Project Summation:

- Should provide a brief synopsis of the proposed project _____ (0-5 pts.)
- Should provide components services & activities related to problem statement _____ (0-5pts.)
- All requested information is provided; program design is viable _____ (0-5pts.)

B. Project Plan:

- Outlines overall goal(s). _____ (0-5pts.)
- Objectives that are specific, time-based, measurable, and achievable. _____ (0-5pts.)
- Outcomes are measurable, realistic, and evaluative method is defined. _____ (0-5pts.)
- Outcomes are viable and clearly demonstrate benefits to project participants such as **increases in knowledge, positive changes in opinions, increases in life skills or improvements in attitudes (KOSAS)**. _____ (0-5pts.)

III. Project Collaboration:

- Project Partners are listed & their contributions are clear _____ (0-5pts.)
- Value benefit is identified. _____ (0-5pts.)

IV. Project Sustainability:

- Agency has a sustainability plan _____ (0-2pts.)
- Supporting documentation is included _____ (0-3pts.)

V. Business Organization/Capacity:

- Agency can demonstrate a positive track record in this or other similar projects _____ (0-7pts.)
- Demonstrates the ability to carry out the proposed project (personnel descriptions, 501c3, IRS) _____ (0-7pts.)

SECTION B: BUDGET PROPOSAL

Budget must be complete: Proposed expenditures are complete accurate & expenses are appropriate for the level of services delivery being proposed; pricing is competitive _____ (0-15pts.)

TOTAL POINTS: _____ (100 points maximum)

FUNDING RECOMMENDATION: ☐ Full Funding ☐ No Funding ☐ Partial Funding @ \$ _____

REVIEWER'S COMMENTS:

**Human Relations and Community Services
Advisory Board Agenda
Monday, February 14, 2022
3:00 p.m. – 5:00 p.m.**

Join Zoom Meeting

<https://us02web.zoom.us/j/83299412699?pwd=d3VYdG9ldmlnTTN3NUh4eXhmRzljZz09>

Meeting ID: 832 9941 2699

Passcode: TRAINING

One tap mobile

+13126266799,,83299412699#,,, *54044981# US (Chicago)
+16468769923,,83299412699#,,, *54044981# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 408 638 0968 US (San Jose)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
Meeting ID: 832 9941 2699
Passcode: 54044981

HRCS Director: Kimberly A. Coleman

Board Members: Ron Embry, (Chair), Cordella Black, Chad Guerrant, Josephine Washington, and Versey Williams.

Time	Agenda Item	Presenter
3:00	Welcome and Introductions	Kim Coleman
3:05	Department Overview	Kim Coleman
3:15	Overview of Human Services Grant Process	Kim Dunbar
3:30	Community Needs	Doris Witherspoon
3:40	Grant Applications	Kimberly Gillespie
3:50	Scoring Criteria	Toni Young
4:00	Questions and Answers	Open
4:30	Next Steps	Kim Coleman

Please submit your Conflict-of-Interest form at the end of this meeting.

CITY OF LANSING (COL)
HUMAN RELATIONS & COMMUNITY SERVICES DEPARTMENT (HRCS)
APPLICATION FOR GENERAL FUND GRANT FY 22-23 INSTRUCTIONS

Please see outline below for the City of Lansing Human Relations and Community Services Department General Fund Grant funding application. The City of Lansing does not fund any project or program 100%. Applicants must be a non-profit OR have a written agreement with a non-profit to accept funds from the City of Lansing for the proposed program. If the latter, please provide a Memorandum of Understanding (MOU) with the non-profit organization, on their letterhead, and signed by the agency director. The **General Fund Grant Start and End Dates** are July 1st to June 30th.

FUNDING CRITERIA explains the guidelines for application submission, (see pg. 2)

COVER PAGE is the summary page for your total project/program. For **Contact Person**, please list the person to whom we can direct questions about this project, (pg. 4)

SECTION A: PROJECT PROPOSAL

- I. Project Description** – Provide a detailed description of the proposal
- II. Proposal/Project Summation**
 - A. Overall Project Aim-Identify the specific target
 - B. Proposed Components-Provide a work plan of how the project will operate
 - C. Expected Benefits-Identify the impact and overall benefits to the community

Proposed Project Plan

Use the table provided to complete the goals, objectives, and outcomes of the project. The objectives and outcomes must be measurable (add lines/spaces as needed).

- III. Proposed Project Collaboration**
Use the table provided to list the agency's organization name, collaboration, value, or benefit.
- IV. Proposed Project Sustainability** – Check the appropriate box
- V. Business Organization** – Check the appropriate box

SECTION B: BUDGET PROPOSAL

The City of Lansing does not fund any project or program 100%. Therefore, please list **ALL Sources of Funds** (page 11) for the project, (agency name, name of foundation, donations, etc.). Under **Summary of Funding Request** (page 11) list the Total HRCS funding request, **PLUS** Other funding sources, **to equal** the Total Project costs.

SECTION C: OFFICIAL AUTHORIZATION

The official authorization is your agency director or another authorized signatory.

SECTION D: REQUIRED GOVERNANCE DOCUMENTS

Please check the appropriate box and ensure all documents are included.

SECTION E: CHECKLIST OF PROPOSAL REQUIREMENTS

Please review checklist to ensure all sections are completed.

Applications are due Friday February 18, 2022 - Late applications will not be accepted.

City of Lansing HRCS Funding Criteria

Human Services Funding Administration

Human services funds designated by the City of Lansing are administered by the Human Relations and Community Services Department (HRCS). The department enters and monitors contractual agreements with community-based, non-profit charitable organizations for the provision of human services. Funding through the Human Relations and Community Services Department, pursuant to City Ordinance, seeks to address community needs identified by the City and/or other local, state, federal or public sector sources.

Funding Formula as outlined in the City of Lansing Ordinance

https://library.municode.com/mi/lansing/codes/code_of_ordinances?nodeId=COOR_PT2ADCO_TIT6AD_CH240DEHURECOSE_240.03FU

- (a) The City of Lansing General Fund Budget shall include, at a minimum for each fiscal year period, an appropriation equal to 1.35 percent of general fund revenue as adopted in the annual budget for the purpose of funding Basic Human Services.
- (b) At least one-tenth of the general fund dollars 1.35 percent the difference in funds allocated at 1.25 percent of general fund dollars and funds allocated at 1.35 percent of general fund dollars described in Section 240.03(a) shall be reserved for local agencies or activities that address the root causes of racism and/or promote racial equity.
- (c) Funds described in Section 240.03(a) shall be appropriated as part of the annual budget process. The Mayor, as part of the budget recommendation, may designate the HRCS Director to allocate dollars to other City departments for Basic Human Services as approved by Council.

Note:

Funds are used to provide a locally funded revenue base that supports basic human services and meets local match requirements for grant funds generated from federal, state, foundation, and other similar sources. In addition, these funds provide locally generated revenue which assists local human services providers to leverage additional funds in support of service delivery efforts. The percentage of general fund revenue designated for support of human services is exclusive of any direct funding of Community Supported Agencies by the Lansing City Council and any funding allocated for the purpose of supporting Cultural Arts Programs.

Human Services Funding Criteria

Human services agencies and programs must meet the following criteria to receive funding from the City of Lansing Human Relations and Community Services Department:

- Must provide Human Services, such as: basic needs, life skills, employability development, and health/mental health services as outlined within each category listed.
- Must meet community needs. Identification of community needs and successful implementation of services to address identified needs.
- Must demonstrate operational capacity. Financial and human resources capacity are necessary to implement the proposed program or service and a strategic plan to sustain programming after HRCS funding expires.
- Must demonstrate Lansing resident focus. They must be program services that are primarily designed to address the needs of City of Lansing residents.
- Previous grantees must have performance and contract compliance history which has demonstrated timeliness and accuracy in reporting, expenditure of funds consistent with funding contract budget, successful completion of contract objectives and evidence of the extent to which projected outcomes are achieved.

Examples of Program Categories

Basic Needs

- Homeless Shelters
- Child Care
- Food
- Clothing
- Housing Assistance
- Transportation
- Senior Citizen Basic Assistance
- Legal Assistance for Indigents

Life Skills

- Mentoring
- Academic Enhancement
- Social Competency
- Literacy
- Conflict Resolution
- Parenting Classes
- Structured Recreation
- Self Sufficiency for Disabled Citizens

Employability Development

- Job Readiness/Placement/Retention
- Job Seeking Skills
- Vocational Training
- Job Site Development

Health/Mental Health

- Health Awareness Promotion
- Counseling
- Substance Abuse
- Health Care Access
- Crisis Intervention
- Dental Care
- Prescription Medications
- Safety Promotion
- Respite Care

Andy Schor
Mayor



City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

NOTICE OF VETO

Pursuant to my authority under the Charter of the City of Lansing, I hereby veto and suspend the operation of Resolution No. 2023-312, which was adopted by the Lansing City Council on November 13, 2023, declaring that a contract validly entered into by the City was “null and void” because Council “denied” it as a sole source procurement, and further ordering that an RFP process be opened for the contracted services.

I am vetoing this resolution for two reasons. First, the resolution violates the City Charter mandate that the City Attorney “shall prepare or review as to form all ... written instruments in which the City is concerned.” Charter 4-304.4. Second, the resolution violates the City Ordinance placing the “sole responsibility and the authority to award any City contract for supplies, services or construction” with the Mayor. Ord. 206.02(3). I cannot allow the Council to knowingly violate the City Charter or Ordinances.

This veto should be read in conjunction with the Opinion of the City Attorney, which is attached to this Notice of Veto, detailing the legal issues with the resolution, as well as my cover letter to this Notice of Veto. Additionally, the City Attorney has opined that an override of this veto will not cure those issues.

Dated: 11-16-23

Signed: [Signature]
Andy Schor, Mayor

NOV16'23 ZPNCLERK

Andy Schor
Mayor



City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

To: Lansing City Council

FR: Andy Schor, Mayor

DT: November 16, 2023

Subject: Veto of Resolution 2023-312

Due to violations of both the Lansing City Charter and Lansing ordinances, I have vetoed Council Resolution 2023-312.

It is the legal opinion of the Lansing City Attorney that City Council's current action is in violation of the City Charter. Due to this resolution violating Charter, I cannot allow this to move forward without exercising my responsibility under Charter.

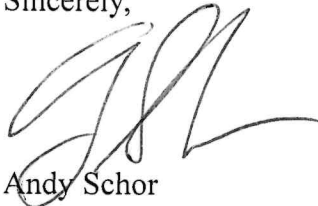
As stated in the City Attorney's communication attached to my Notice of Veto, this resolution violates the Lansing City Charter. Charter 4-304.4. The City Attorney did not draft or approve as to form this Resolution as is required by the Lansing City Charter. Thus, this resolution violates Charter and cannot be implemented.

This resolution also violates the Sole Source Procurement Ordinance 206.02(3). The purchasing ordinance provides that the mayor has the sole responsibility and authority to award contracts that meet the requirements of the ordinance, and those requirements were met. The Lansing City Council also does not have the power in ordinance to void a legally sufficient contract for a sole source when the legally appropriate required written analysis supporting such a Sole Source Procurement has been forwarded to the City Council (as stated in Ordinance). As such, the Lansing City Council does not have the authority to "deny" a Sole Source Procurement. Additionally, the resolution directed the Administration to establish an RFP allowing others to bid on the project. The decision for the appropriate avenue for procurement, whether by RFP or Sole Source, is made by the Administration and not the City Council. Doing otherwise is also a clear violation of Lansing City Charter, according to the City Attorney.

As Mayor, I cannot allow an action that violates charter and/or ordinance to stand without exercising a veto. As such, I veto Council Resolution 2023-312. If this veto is overridden, I will

consider this resolution unenforceable as determined by the Office of the City Attorney who has indicated that this resolution does not have the power of law due to the violation of the charter and ordinance.

Sincerely,

A handwritten signature in black ink, appearing to be 'AS' or 'ASch', written in a cursive style.

Andy Schor
Mayor
City of Lansing

Attachments: Mayor's Notice of Veto
Opinion of Jim Smiertka, City Attorney, November 14, 2023



City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

TO: Carol Wood, Jeremy Garza, Adam Hussain, Ryan Kost, Brian T. Jackson, Jeffrey Brown, Patricia Spitzley, Peter Spadafore, and Mayor Andy Schor, City Clerk Chris Swope

FROM: James D. Smiertka, City Attorney

DATE: November 14, 2023

RE: Resolution 2023-312

At the City Council meeting on November 13, 2023, a late item was added to the agenda – Resolution 2023-312 regarding a Sole Source with Dymaxion Development, LLC. For the reasons outlined in this communication, the resolution as passed is ultra virus, exceeds the authority of the City Council and was not, and cannot, be approved as to form by the City Attorney.

In the resolution at issue, the “[t]herefore, be it resolved clauses read as follows:

BE IT RESOLVED, the Lansing City Council denies the Sole Source granted by the Administration with Dymaxion Development, LLC because it does not meet the criteria set or the spirits of the 206.05 Sole Source Procurement (Ordinance 1218) and RFP shall be established allowing others to bid with the City purchasing office.

BE IT FURTHER RESOLVED, the agreement signed by the Administration and Dymaxion Development, LLC shall be made null and void.

First, City Council has no authority to “deny” a Sole Source procurement under Lansing City Charter and Ordinances. Under the procurement ordinance 206.02, the Mayor has the exclusive authority to award any City contract. A determination as to whether a Sole Source Procurement is appropriate is properly within the authority of the Mayor. The ordinance does require that a written analysis of the reasons for the sole source procurement be provided to City Council, which was completed in this instance.

Second, City Council cannot require the Administration to establish an RFP to “allow[] others to bid with the City purchasing office.” A determination as to whether a procurement is conducted via sole source or RFP is a decision within the authority of the Administration, not City Council.

Finally, pursuant to Lansing City Charter 4-304.4, “The City Attorney shall prepare or approve as to form all bonds, contracts, ordinances and other written instruments in which the City is concerned.” A resolution is a written instrument. In this instance, the resolution at issue was not drafted by the City Attorney. Further, the resolution was not approved as to form by the City Attorney. In fact, I made several comments at the Committee of the Whole meeting effectively stating on the record that the City Council does not have the authority to “deny” a sole source, require an RFP be issued, or declare a contract to be null and void. The resolution introduced and passed over those objections cannot stand.

Therefore, I wish to be abundantly clear that Resolution 2023-312 exceeds the authority of the City Council. The agreement with Dymaxion cannot be declared null and void by the Council, and the Administration is not required to unwind the agreement and release an RFP for the project. As such, the City Clerk will be attaching this letter to Resolution 2023-312.

BY COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, on November 13, 2023 under Resolution 2023-312 City Council denied the Sole Source granted by the Administration with Dymaxion Development, LLC because it does not meet the criteria set or the spirits of the 206.05 Sole Source Procurement (Ordinance 1218); and

WHEREAS, under Resolution 2023-312 City Council requested the Administration establish a bidding process for other bidders and resolved that the agreement signed by the Administration and Dymaxion Development, LLC shall be made null and void; and

WHEREAS, on November 16, 2023 the City Clerk received the Mayor's Notice of Veto of Resolution 2023-312 and placed it for referral on the City Council agenda for November 27, 2023.

NOW, THEREFORE BE IT RESOLVED, the City Clerk on November 16, 2023 presented to the Lansing City Council for its review the Mayor's Notice of Veto, along with attachments.

BE IT FURTHER RESOLVED, that the Lansing City Council hereby overrides the Mayor's Veto of Resolution 2023-312 denying the Sole Source granted by the Administration with Dymaxion Development, LLC.

Resolution #2023-312

By the Committee of the Whole
Resolved by the City Council of the City of Lansing

WHEREAS, on June 27, 2023 the Administration entered into an agreement with Dymaxion Development, LLC as the Program Manager/Owner's Representative for the Lansing Performing Arts Center (The Ovation) not to exceed \$600,000 for services navigating the significant stages of construction of the project; and

WHEREAS, the City of Lansing City Council adopted Ordinance 1218 January 23, 2017 (206.05-Sole Source Procurement) specifically listing the criteria in determining there is only one source for supplying a requested service or construction; and

WHEREAS, City Council does not believe that the agreement made by the Administration with Dymaxion Development, LLC as a sole source meets the Ordinance 1218; and

WHEREAS, City Council does believe that there are more capable companies in the Lansing area that can serve as program manager/owner's representative for a City of Lansing project that is in excess of \$15,000 and the service should be put out to bid.

BE IT RESOLVED, the Lansing City Council denies the Sole Source granted by the Administration with Dymaxion Development, LLC because it does not meet the criteria set or the spirits of the 206.05 Sole Source Procurement (Ordinance 1218) and RFP shall be established allowing others to bid with the City purchasing office.

BE IT FURTHER RESOLVED, the agreement signed by the Administration and Dymaxion Development, LLC shall be made null and void.



Chris Swope

Lansing City Clerk

November 16, 2023

President and Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear President Wood and Council Members:

This is to notify you that my office received at 2:43 p.m. on November 16, 2023 the attached Notice of Veto of Council Resolution 2023-312, pertaining to the contract for Dymaxion Development. This notice was filed in compliance with Article III, Chapter 3, Section 3-305 of the City Charter which states that such notice must be filed in the Office of the City Clerk before 5:00 p.m. of the third working day following the adoption of the ordinance or resolution being vetoed.

Article III, Chapter 3, Section 3-305 of the City Charter further states that the item being vetoed shall not become law without further affirmative vote of two-thirds of the Council members serving at a meeting held within two weeks of the Notice of Veto.

If my staff or I can provide further assistance or information, please contact us at 483-4133.

Sincerely,

Chris Swope, MMC/MiPMC level 3
Lansing City Clerk

Attachment

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
FROM: Stephanie Robinson, Senior Buyer
DATE: October 18, 2023
SUBJECT: Sole Source Purchase – Dewpoint Inc.

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: IT Department

Vendor: Dewpoint

Item Purchased: IT Staffing and Management of the Infrastructure Division

Dollar Amount: \$ 1,206,192.00 for 1st year of 5 year Contract – Dec. 1, 2023 – Nov. 30, 2028

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

sr



Sole Source Memo Letter

Information Page

Creator

Stephanie Robinson

Contact Person *

Stephanie Robinson

Department

Finance

**Contact Person
Phone**

5174834128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service? *

☐ Goods

☒ Services

Vendor Name *

Dewpoint

Vendor Number

V003894

Approval Deadline

10/20/2023

Proposed Start Date

12/1/2023

Proposed End Date

11/30/2028

Account Number

6303130-743000

**Purchase Order
Number****Deadline Info****Justification**

SOLE SOURCE FOR IT SERVICES - 5 YEAR CONTRACT DEC 1 2023 THRU 11/30/28

Routing

Mayor's Office: Click Forward Packet, then submit to complete task.

Mayor Approval

☒ Approved ☐ Denied

Mayor Signature
(Approval)



Support Documents

SOLE SOURCE DEWPOINT IT SERVICES LETTER TO MAYOR IT OCT 2023.pdf	87.87KB
City of Lansing FY2023 SOW8.10.23 dewpoint signed.pdf	457.66KB
City of Lansing Independent Contractor Agreement - signed.pdf	343.04KB
FY24 Dewpoint Memo to route contract.pdf	187.77KB
FY24 Dewpoint Sole Source updated 10-9.pdf	163.87KB

Purchasing PO

Dewpoint Contract.pdf	4.48MB
P089474 DEWPOINT INC IT.pdf	315.09KB
P089475 DEWPOINT INC IT.pdf	315.27KB
P089476 DEWPOINT INC IT.pdf	349.54KB
P089477 DEWPOINT INC IT.pdf	316.94KB

Cover Letter

SOLE SOURCE MEMO FOR DEWPOINT TO COUNCIL - MAYOR.pdf	88.25KB
--	---------

Forward Packet*

☒ Done

CITY OF LANSING

INFORMATION TECHNOLOGY SUPPORT SERVICES

STATEMENT OF WORK

Submitted By:

Dewpoint
Mike Coyne
mcoyne@dewpoint.com

August 10, 2023

300 S Washington Square #200
Lansing, MI 48933
P (517) 316.2860
F (517) 316.2865



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STATEMENT OF WORK OVERVIEW

The City of Lansing (COL) requested a Statement of Work (SOW) covering Information Technology (IT) services in four areas, Client Service Operations Lead, Senior Project Management Office Lead, Infrastructure Managed Services, and Performance Monitoring. This SOW outlined Dewpoint's tasks, timeframe, pricing, and assumptions for performing the services.

PROPOSED SOLUTION

CLIENT SERVICE OPERATIONS LEAD

Overview

The Client Service Operations Lead will be responsible for providing the day-to-day management of the client services team, assisting the Chief Information Officer (CIO) with strategic planning for the direction of the IT department, and managing applications, telephony, and PC support.

Tasks

The Client Service Operations Lead will perform the following tasks:

- Day-to-day management of the client services team
- Escalate help desk tickets assigned to the Client Services staff and manage the activities associated with closing the escalated tickets.
- Project coordination with users and IT staff.
- Assist the CIO with strategic planning.
- Monitor, measure, and report on the progress of work orders. Oversee work order completion assigned to staff members.
- Responsible for the completion of projects.
- Duties related to the Business Analyst's role, as required.
- Act as liaison between customers, vendors, and IT leadership.
- Review, negotiate and make recommendations for contracts and other agreements.
- Collaboratively define system requirements, specifications, costs, and timelines.
- Make recommendations for technology solutions, systems, and resources.
- Align the client services team with the departmental mission, vision, and values.
- Maintain the organization's effectiveness and efficiency by assisting the CIO in defining, delivering, and supporting strategic plans for implementing information technologies.

- Direct technology research by studying organization goals, strategies, practices, and user projects.
- Complete projects by coordinating resources and timetables with the project management office (PMO) and Infrastructure Leads.
- Verify application results by conducting system audits of technologies implemented.
- Manage assets by implementing best practices, inventory, policy, procedures, and information security and control structures.
- Recommend information technology strategies, policies, and procedures by evaluating organization outcomes, identifying problems, evaluating trends, and anticipating requirements.
- Accomplish financial objectives by forecasting requirements, assisting CIO in preparing an annual budget, scheduling expenditures, analyzing variances, and initiating corrective action.
- Maintain quality service by establishing and enforcing organization standards.

SENIOR PROJECT MANAGEMENT OFFICE LEAD

Overview

The City of Lansing's Project Management Office (PMO) and project management process for IT projects have been established to increase the efficiency and successful closure rate of the projects for the IT department. The PMO is ultimately responsible for overseeing project control procedures to ensure the necessary steps, procedures, and standards for carrying out and controlling a project as effectively as possible. Projects must remain nimble and implement PMO processes to improve and control measures to reduce bottlenecks or cumbersome workloads. The appropriate level of methodology must be applied to each project and correlates to the project's degree of complexity. The level of PMO documentation relates to these complexity levels.

Senior PMO Lead Tasks

The PMO Lead is responsible for facilitating tactical solutions team meetings. With input from other areas IT Leads, the PMO Lead will create the agenda, dashboard reporting, and any related documentation required for tactical governance review and reporting.

The PMO Lead will also work with departments to define business needs and identify solutions that further the business value to the city. The individual will also assist the departments in completing projects containing IT components or as assigned by the CIO. The PMO Lead is responsible for providing the day-to-day management of the PMO, assisting the Chief Information Officer (CIO) with strategic planning for the direction of the IT department, and having overall responsibility for the completion of projects. Other tasks include the following:

- Handle project coordination with users, departments, and IT staff.
- Assist the CIO with strategic planning.
- Oversee completion of projects.
- Develop and provide status reports.
- Perform duties related to the project management role as required.

In addition, the PMO lead is responsible for working with the CIO to achieve the City's goals and objectives by providing support and guidance to the CIO to ensure that all projects add business value to the city.

To achieve this goal, the PMO lead will facilitate sessions to determine technology and infrastructure requirements, coordinate possible site visits and meetings with other municipalities, and assist the teams, departments, and stakeholders in reaching conclusions to make recommendations.

INFRASTRUCTURE SUPPORT SERVICES

Overview

Infrastructure Support services include maintaining and supporting the various primary technologies and IT services for COL, including VMWare, Windows, VDI, SAN, Active Directory, Patching, Load Balancing, Firewall, Backup, and recovery. The team also supports secondary technologies and IT services within the COL, including SQL, Linux, Switches, Office 365, Routing, and Network cameras

City of Lansing infrastructure is monitored by Logic Monitor, and outage thresholds generate alerts that result in notifications to the Dewpoint team via OpsGenie. The response schedule to acknowledge these alerts is as follows:

<i>Initial Alert</i>	<i>Infrastructure On-Call Engineer</i>	<i>Acknowledge within 15 minutes from initial alert</i>
<i>First Escalation</i>	<i>Senior Infrastructure Engineer</i>	<i>Escalate at 15 minutes from initial alert</i>
<i>Second Escalation</i>	<i>Technical Delivery Lead</i>	<i>Escalate at 30 minutes from initial alert</i>

<i>Third Escalation</i>	<i>Service Delivery Manager</i>	<i>Escalate at 40 minutes from initial alert</i>
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Service Offering Categories

The Dewpoint Infrastructure Service offering is broken into the following categories:

Main Category	Sub-category
Network	• Service management • Operations and incident management support • Configuration backup and restore • Network Administration • DNS management • IP address management • IP traffic management • Wireless access point management • Load balancing
Data Center	• Operating system administration • Patch management • System security maintenance • Server network configuration • Server and VDI antivirus incident management • Capacity management • Storage support • Backup support • Virtual desktop infrastructure management
Network Security Management	• Incident management • Configuration backup & restore management • Firewall rule administration • Firewall rule optimization/ auditing • Device change management • Application/URL filtering management • Intrusion prevention system/intrusion detection System management • Antivirus/Anti-Malware management • SPAM filtering management • Web application firewall management
VDI	• Solution component management • Master image creation • Capacity management • Desktop pool management
Camera Support	• Wiring • Vendor management • Camera server administration

Main Category	Sub-category
	• Network/camera troubleshooting
Card Reader Support	• Core server administration • Controller MAC • Onsite controller resets

Infrastructure Lead and Support Team Tasks

Under the supervision of the COL, the Dewpoint Infrastructure Lead and Support team will be responsible for maintaining the Data Center, Network, and Network Security at the City of Lansing. They will install, configure, and operate the server, storage, LAN, and WAN networks. The following is a high-level example of tasks performed by the dedicated engineers:

- Manage the data communications network, including configuring, monitoring, and maintaining the City of Lansing's infrastructure to ensure user access to the City of Lansing applications and services.
- Manages file servers, routers, and switches using City's management software.
- Troubleshoot network transmission issues.
- Collaborate with the COL Security Administrator with regard to COL data security policies, including password access, intruder access, and protection against viruses.
- Perform user analysis, troubleshoot problems, and follow through to resolution.
- Maintain hardware, software, and information inventory log, and make purchasing recommendations.
- Develop documentation of network infrastructure.
- Provide technical support to IT technicians and other staff on network issues.
- Monitor the performance of network devices with COL-provided tools, utilizing LogicMonitor configured for specific dashboards as well as service-impact alerting via email and integration with the COL's OpsGenie on-call pager tool.
- Participate in the design and development of disaster recovery plans and procedures.
- Monitor network uptime and provide reports to management.
- Perform network troubleshooting on network devices.
- Deployed required security updates, patches, and other updates associated with the supported operating system.
- Manage and troubleshoot the City of Lansing Server operating systems.
- Monitor and control storage performance and usage.
- Perform backups on COL servers per the approved backup schedule.
- Perform backup restores as requested.
- Monitor the backup/restore process.

- Verify the backup/restore is completed successfully.
- Maintain storage space requirements per COL requirements and forecasts
- Configure the network infrastructure to provide data communications for end-user devices and peripherals.
- Configure and maintain the external security of the City of Lansing's data communications network. This includes installing, configuring, and maintaining the firewall and other assorted technologies in collaboration with the COL Security Administrator
- Provide second-level support for the COL client services team to assist with troubleshooting network-related issues.
- Troubleshoot and support server-based COL applications
- Assist the COL applications team with application-specific support as needed
- Build, maintain and support Virtual Desktop Infrastructure
- Support AMAG (badge entry systems) from a network perspective in collaboration with Public Services Department
- Setup and support room/environment monitoring
- Setup and support additional IP-connected devices (smart lighting, traffic and parking devices, signage)
 - Cameras/City surveillance cameras (Police, Parking)
 - *Camera detail: devices have grown from ~100 in 2018 to approximately 400 in 2023. Dewpoint's scope regarding the City's cameras includes:*
 - *Vendor coordination of the initial cabling and installation*
 - *Installation and configuration of additional switches as needed to support this environment*
 - *Assignment of IP addresses*
 - *Verification of connectivity*
 - *Adding cameras to the Indigo software via IP discovery*
 - *Support of additional servers and storage required for growth within the IP camera space*
- Enterprise WiFi networks
- Datacenter structural (rack power rails, rack and server positioning, cabling, physical installation)
- Network structural (switch mounting/positioning/cabling)
- Data destruction (equipment deployment and operation)
- Power/UPS (MDF/datacenter and IDF/Switch closets)
- SSL certificate management (internal CA and external third-party)
- Assist and Support the Mobile Device Management solution including: configuring, patching, and updating Linux gateway appliances, network and load balancer IP setup, certificate management, and Active Directory identity management integration. Multi-factor Authentication

LOGICMONITOR MANAGEMENT SERVICES

Overview

LogicMonitor is a cloud-based performance monitoring tool that can monitor the entire IT stack providing data analytics and insights into the performance of critical infrastructure devices and services to avoid issues and optimize the IT environment in a scalable, easy-to-use platform. LogicMonitor provides alerting capabilities to notify key resources when defined thresholds are met or when infrastructure components are offline to allow COL's IT team to resolve issues quickly. Outlined below are the key LogicMonitor components.

Component	Task
Infrastructure Monitoring	Gain full-stack observability across cloud, on-premises, and hybrid environments with cloud-based infrastructure monitoring. Cut down mean time to resolution (MTTR) and make informed decisions with AI-powered intelligence for IT Operations.
Log Analysis	Automatically analyze 100% of log data to predictively uncover root causes for COL's alerts and surface previously unknown issues.
Server & Network Monitoring	Get visibility into the health and performance of COL's networking equipment and other IT infrastructure in one unified monitoring platform.
Website Monitoring	Ensure website performance and availability using Service Checks. Perform on-the-spot service checks and enable synthetic transactions.
Remote Workforce Monitoring	Remote monitoring solutions provide deeper visibility into business-critical apps and infrastructure performance. Monitor everything from SaaS applications to engineering services, and ensure your remote workforce has access to the tools they need to drive the business forward.
Application Monitoring	Monitor the performance and availability of your business-critical applications from a single unified platform.
Storage Monitoring	LogicMonitor automatically discovers everything the COL needs to know about your storage systems and delivers the

Component	Task
	monitoring, alerting, and graphing you need to maintain high availability and performance.
LM Service Insight	Comprehensive monitoring for modern services and applications.
Database Monitoring	Monitor database health and performance in real time.
Device Configuration Backups	Back up network device configurations and monitor and alert on configuration changes across multiple networks, data centers, or customer locations. Correlate configuration changes to infrastructure performance in one unified platform.

Ongoing Operational Management

Dewpoint will provide ongoing operational management of the LogicMonitor platform to ensure its stability and effectiveness in managing and monitoring the performance of critical COL assets. Daily tasks include:

- Updating the platform as needed
- Performing continuous fine-tuning
- Onboarding and offboarding devices
- Staying abreast of new LogicMonitor capabilities
- Developing dashboards as needed
- Managing alerts generated by the platform
- Performing other day-to-day management tasks.

SUPPLEMENTAL SERVICE REQUESTS

Supplemental Service Requests (SSR) are requests exceeding 40 effort hours that require COL project management support and a defined Statement of Work. Dewpoint will scope these projects, and the COL (if needed) will release for competitive bid for the award. Dewpoint will utilize the SSR process to define scope, requirements, and effort.

LOCATIONS

For the scope of this SOW, work will be performed at the following locations:

- Dewpoint Office – 300 South Washington Square, Suite 200, Lansing, MI 48933
- COL IT Department – 201 N Grand Ave, Lansing, MI 48933

DURATION

The agreement duration will map to the Dewpoint/City of Lansing MSA, which begins on December 1, 2023, and ends on November 30, 2028. This SOW will be reviewed and updated each fiscal year as new fiscal year purchase orders (PO) are cut to acquire the services detailed within. Sixty days before the fiscal year PO expiration, the City of Lansing will notify Dewpoint of a mutually agreed-upon extension or contract termination. Dewpoint will work with the City of Lansing to transfer services if terminated. This may result in time and material charges not included in this SOW. Dewpoint will also provide the City of Lansing with any rate changes before exercising the contract extension.

TERMS AND CONDITIONS

This SOW is subject to the terms and conditions set forth in the Independent Contractor Agreement (MSA), effective December 1, 2023 (the "Agreement"). Where any conflict exists between documents, the Agreement controls. This FY2023 SOW removes and replaces all current FY2022 SOW's for the above four areas. Dewpoint and the City of Lansing agree this removal and replacement are valid per the terms of the Agreement.

PRICING AND ASSUMPTIONS

PRICING

The Dewpoint monthly and yearly pricing for the Client Services Operations Lead and the Senior Project Management Office Lead are based on the assumption that the individuals in those roles will work 150 hours a month or approximately 1,800 hours per year. Invoicing for these two positions will be based on actual hours worked. Annual pricing is as follows:

Term	Service	Monthly Price	Annual Price
Dec 1, 2023, to Nov 30, 2024	Client Service Operations Lead	\$18,000.00	\$216,000.00
	Senior Project Management Office Lead	\$15,150.00	\$181,800.00
	Infrastructure Support Services	\$64,420.00	\$773,040.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 1		\$100,516.00	\$1,206,192.00
Dec 1, 2024, to Nov 30, 2025	Client Service Operations Lead	\$18,000.00	\$216,000.00
	Senior Project Management Office Lead	\$15,150.00	\$181,800.00
	Infrastructure Support Services	\$64,420.00	\$773,040.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 2		\$100,516.00	\$1,206,192.00
Dec 1, 2025, to Nov 30, 2026	Client Service Operations Lead	\$18,000.00	\$216,000.00
	Senior Project Management Office Lead	\$15,150.00	\$181,800.00

Term	Service	Monthly Price	Annual Price
	Infrastructure Support Services	\$64,420.00	\$773,040.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 3		\$100,516.00	\$1,206,192.00
Dec 1, 2026, to Nov 30, 2027	Client Service Operations Lead	\$18,750.00	\$225,000.00
	Senior Project Management Office Lead	\$15,750.00	\$189,000.00
	Infrastructure Support Services	\$68,000.00	\$816,000.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 4		\$105,446.00	\$1,265,352.00
Dec 1, 2027, to Nov 30, 2028	Client Service Operations Lead	\$19,200.00	\$230,400.00
	Senior Project Management Office Lead	\$16,350.00	\$196,200.00
	Infrastructure Support Services	\$69,000.00	\$828,000.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 5		\$107,496.00	\$1,289,952.00
Total Contract			\$6,173,880.00

ASSUMPTIONS

Dewpoint's pricing is based on the following assumptions:

- Dewpoint will deliver the services associated with Infrastructure Support Services with a combination of onsite FTE's and leveraged services as specific tech needs arise. On average 3.5 FTE's will be supporting the City of Lansing during business hours for the Infrastructure Support services category.
- When Dewpoint/Lansing FTE's are on PTO, Dewpoint will not backfill with onsite resources for the PTO duration.
- If one of the Dewpoint onsite staff members leaves their current position, Dewpoint will expedite the recruiting efforts associated with finding a replacement
- The contract will not start until Dewpoint receives a purchase order.

- The consultants assigned by Dewpoint to perform these services are not to be solicited for permanent employment.
- Work will be performed during standard working hours defined as Monday through Friday from 8:00 am to 5:00 pm EST, excluding the following holidays: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and the day after, Christmas Eve and Christmas Day. If work is required outside of standard working hours, a premium of up to 50% may be charged
- Dewpoint and the City of Lansing will agree upon any changes in scope. A signed change notice will accompany any changes. Changes to the scope may impact the project's price, duration, or both.
- The City of Lansing will maintain current licensing and maintenance contracts for hardware and application software.
- Dewpoint will use commercially reasonable efforts to support hardware infrastructure and software products not covered under maintenance agreements.
- Monthly reports depend on the City of Lansing toolset's ability to generate the report.

SIGNATURES

City of Lansing

Dewpoint, Inc.

Joseph Findlater

Signature

Signature

Joseph P. Findlater

Printed Name

Printed Name

Senior Vice President

Title

Title

10/9/23

Date

Date

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is made between **City of Lansing** ("City"), a Michigan municipal corporation with a principal place of business at **124 West Michigan Ave**, Lansing, Michigan, 48933 and Dewpoint, a Michigan based LLC ("Contractor"), with a principal place of business at 300 S. Washington Sq., Ste. 200, Lansing, MI 48933. City and Contractor may be referred to as "Parties" herein.

City and Contractor agree as follows:

1. **Term of Agreement.** This Agreement will become effective as of December 1, 2023, ("Effective Date") and shall continue until November 30, 2028 (Term). This Agreement may be extended or renewed by written agreement signed by both Parties pursuant to the provisions for extensions or termination set forth on page 10 of Exhibit A, attached. All provisions of this Agreement shall apply to all services ("Services") described in Paragraph 3 and for all periods of time in which Contractor renders Services for City pursuant to this Agreement.

2. **Terminating the Agreement.** A Party may terminate this Agreement by providing written notice of termination to the other Party related to any of the events set forth below or elsewhere in this Agreement:
 - A. A Default as set forth in Paragraph 25; or
 - B. Any act by one Party exposing the other Party to liability to a third party for personal injuries or damage to property, real or personal; or
 - C. A determination made by City relating to reduction or termination of Services as set forth in Paragraphs 3 and 4; or
 - D. One Hundred and Eighty (180) days written notice of termination by one Party to the other Party for any reason or no reason.

3. **Services to be Performed by Contractor.** Contractor agrees to perform the following Services for City as set forth below:

Contractor shall perform the Services as set forth in the Statement of Work ("SOW") dated August 10th, 2023, attached hereto as Exhibit A in a timely, professionally and technically competent manner. In addition to the provisions for termination set forth elsewhere in this Agreement, upon one hundred and twenty (120) days prior written notice to Contractor, City may terminate some or all of the Services provided by Contractor upon a determination by City that it will develop or procure City employees to perform some or all of the Services. In such event, the Payment provided in Section 4 shall be adjusted proportionally and reduced by an amount equal to the Services no longer to be performed by Contractor.

4. **Payment.** In consideration for the Services performed by Contractor, City agrees to pay Contractor:

The yearly amounts set forth in the SOW, Exhibit A, for the Services performed by Contractor, subject to the provisions of Paragraph 3 in the event of a reduction or termination of Services.

5. **Terms of Payment.** The Contractor shall invoice the City for services as follows: Contractor shall invoice City on a monthly basis; Contractor agrees that each monthly invoice shall approximate one-twelfth of the annual amount for the applicable year; Every invoice shall include a description of the Services performed and the hours expended during the month pertaining to the invoice; No compensation shall be due Contractor for Services subsequent to the end of the Term or subsequent to the date of early termination pursuant to Paragraph 2 above, whichever is applicable, except for Services rendered prior to such date.
6. **Expenses.** Unless specifically approved in writing by City as to a particular expense in advance of incurring the expense, Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes but is not limited to license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
7. **Materials.** Contractor will furnish at Contractor's sole cost all materials, equipment, and supplies used to provide the Services required by this Agreement.
8. **Independent Contractor Status.** The Parties agree that Contractor is an independent contractor, and that neither Contractor, nor Contractor's employees, nor contract personnel are, or shall be deemed to be, employees of City. In its capacity as an independent contractor, Contractor agrees to and represents the following:
 - a. Contractor has the right and does fully intend to perform work for third parties during the term of this Agreement; provided, however that such work does not conflict with the performance of the Services for City or conflict with the Services reserved to City. It is the intent of this Agreement that the Services being performed by Contractor during the Term are for City.
 - b. Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed.
 - c. Contractor has the right to perform the Services required by this Agreement at any place or location and at such times as Contractor may determine.

- d. Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
 - e. The Services set forth in the SOW, Exhibit A or as modified in any subsequent SOWs pursuant to this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel.
 - f. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the professional skills necessary to perform the Services required by this Agreement.
 - g. Neither Contractor, nor Contractor's employees, nor contract personnel shall be required by City to devote full time to the performance of the Services required by this Agreement.
 - h. The Contractor does not receive the majority of its annual compensation from City.
 - i. The Parties acknowledge and agree that City is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.
9. **Permits and Licenses.** Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the Services to be performed under this Agreement.
10. **State and Federal Taxes.** City will not:
- A. Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
 - B. Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.
 - C. Contractor shall pay all taxes incurred while performing Services under this Agreement, including all applicable income taxes and, if Contractor is not a City, self-employment (Social Security) taxes. On demand, Contractor shall provide City with proof that such payments have been made.
11. **Fringe Benefits.** Contractor understands that neither Contractor, nor Contractor's employees, nor contract personnel are eligible to participate in any City benefits provided to City employees, including but not limited to retirement or pension; health, dental, life or disability insurance; vacation or sick pay; or other fringe benefit plan of City.
12. **Worker's Compensation.** City shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform

any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide City with a certificate of worker's compensation insurance before the employees begin work.

13. **Unemployment Compensation.** City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits from City in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation from City, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by City under this Agreement.
14. **Indemnification and Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless City from any and all liability arising out of or in any way related to:
- a) claims that any deliverable infringes or otherwise violates any third party intellectual property rights;
 - b) the designs, drawings or specifications of Contractor, its agents, employees, consultants or subcontractors;
 - c) any violation of any law, ordinance or regulation by Contractor, its officers, directors, agents, employees, or subcontractors;
 - d) any claims by Contractor's subcontractors, materialmen, or suppliers;
 - e) any breach of this Agreement by Contractor, its officers, directors, employees, agents, or subcontractors; or
 - f) any other claims resulting from, arising out of, or related to, the negligent or willful acts or omissions of Contractor, its agents, employees, consultants or subcontractors.

In the event that an intellectual property rights claim is brought (or either of the Parties becomes aware that such a claim may be asserted) against City or Contractor with respect to a deliverable, Contractor shall have the right and option, in its sole discretion and at its expense, to (i) procure for City the right to use the allegedly infringing material; (ii) modify the allegedly infringing material so that it is not infringing; and/or (iii) require City to cease using such allegedly infringing material and provide the City with a pro rata refund for such deliverable.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no liability or obligation to indemnify City for any intellectual property rights claim to the extent that such claim is based upon: (i) any software, or any part of software, documentation, or deliverables that is developed by or licensed from City or any third party; (ii) the combination, by the City or a third party, of a deliverable with any hardware, software or other technology not developed by Contractor; (iii) the modification of a deliverable by City or by any person other than Contractor; (iv) City's misuse of a

deliverable; (v) a product that City designs or markets; (vi) specifications developed or directed by City; or (vii) City data or material.

This provision sets forth each Party's entire liability and the other Party's sole and exclusive remedy with respect to any alleged intellectual property infringement by any deliverable.

The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan.

- Workers' Compensation with the Michigan statutory limits and Employers' Liability Coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.
- Comprehensive general Liability Insurance on an occurrence basis only with limits of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit, personal injury, bodily injury, and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Product and Completed Operations Liability Coverage; (3) Contractual Liability; and (4) Independent Contractors Coverage.
- If the Consultant's personnel will be transported under this Agreement, the Contractor shall procure and maintain, for vehicles operated by its personnel, Motor Vehicle Liability Insurance, including applicable no fault insurance with limits of liability of not less than One Million Dollars per occurrence, combined single limit, for bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- The City shall be named as "Additional Insured" on the General Liability and Motor Vehicle Liability policies and Contractor shall provide the City with certificates of insurance for each of the policies.

15. **Entire Agreement.** This Agreement, together with all exhibits, is the entire agreement between Contractor and City and supersedes any prior agreements, understandings, or negotiations, whether oral or written.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both Parties.

17. **Confidentiality.** The Parties will not disclose or use, either during or after the Term of this Agreement, any proprietary or confidential Information of the other Party without the other Party's prior written permission except to the extent necessary to perform Services on City's behalf or as required by State or Federal law with notice to the non-disclosing Party. Proprietary or confidential Information includes, but is not limited to:

- A. The written, printed, graphic, or electronically recorded materials furnished by a Party for use according to the stipulations of Agreement; and
- B. Business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
- C. Information belonging to customers and suppliers of Parties about who either Party has gained knowledge as a result of Contractor's services to City. Contractor shall not be restricted in using any material that is publicly available, already in Contractor's possession, or known to Contractor without restriction, or that is rightfully obtained by Contractor from sources other than City. On termination of Contractor's Services to City, or at either Party's request, each Party shall deliver to the other Party all materials in its possession relating to the other's business.
- D. In further amplification of the above:
 - 1. Definitions.
 - a. "Information" shall mean any knowledge, processes, or material property of a Party that:
 - i. Either party develops, obtains knowledge of, or accesses as a result of the Services to be performed by Contractor; and
 - ii. Is released by one Party to the other in connection with the engagement of Services (including any knowledge conceived, originated, discovered, or developed in whole or in part as a result of the release of such Information).
 - iii. Information includes, but is not limited to, the following types of knowledge or similar data (whether or not reduced to writing):
 - 1. Plans and materials, marketing surveys and plans, purchasing information, price lists, pricing policies, quoting procedures, financial information, or other information relating to the manner in which a Party does business;
 - 2. Discoveries, inventions, concepts, and ideas, whether patentable or not, including, without limitation, the nature and results of research and development activities, techniques, know-how, and related documents and manuals;
 - 3. Any other materials or knowledge related to the services or activities of a Party that are not generally known to others engaged in a similar activity;
 - 4. Any knowledge described above that a Party treats as confidential or proprietary or designates as such, or which by

its nature should reasonably be deemed confidential or proprietary.

- b. "Contractor" includes Contractor as well as its subsidiaries, officers, directors, shareholders, agents, employees, contract personnel, members, partners, and assigns.
- c. "Unauthorized Persons" means an individual, group of individuals, proprietorship, partnership, corporation, limited liability company, firm, or other type of entity of any kind and description that obtains Party secrets and Information from the other Party outside of the usual and lawful course of the Party's business.

E. Acknowledgment by Parties. The Parties acknowledge that any and all proprietary information, inclusive of inventions, formulas, manufacturing processes and equipment, custom designed computer software, advertising, marketing and production strategies, customer lists, business plans, and financial information, including but not limited to audited and unaudited statements, operation costs, budgets, forecasts, projections, inventory, and accounts payable and receivable, inclusive of all information described as Information in the preceding paragraph, are trade secrets and confidential Information.

F. Form of Secrets. The Parties further acknowledge that the Information described above shall be considered secret whether oral, written, or mixed, including minutes, memoranda, audio or video tapes, photographs, letters, notes, summaries, presentations, reports, schedules, invoices, bills of lading, purchase orders, printouts, microchips, discs, blueprints, models, film positives, displays, samples, designs, or any other form of communication either Party may legitimately use in the course of its business.

G. Revealing or Exploiting Owner's Secrets or Information. Each Party agrees never to exploit or reveal the other Party's secrets or Information, as defined above, to Unauthorized Persons, whether for profit or not, whether said Party obtains such secrets and Information by lawful means or otherwise, and whether obtained before, during, or after Contractor's engagement with City.

18. Dispute Resolution. All disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that either Party violated any state or federal statutes, common-law doctrine, or committed any tort with respect to the other, on the request of either Party and upon agreement of the other, may be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the Parties involved). This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the request for arbitration shall be filed, in writing, with the other Party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the Party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. The arbitrator's costs shall be shared equally by the Parties, provided that each Party shall pay for and bear

the cost of his or her own filing fees, experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

19. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.
20. **Notices.** All notices or other communications required or permitted to be given to a Party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to each Party at the respective addresses set forth above. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Either Party to this Agreement may give a notice of a change of its address to the other Party to this Agreement in accordance with the terms of this paragraph.
21. **No Partnership.** This Agreement does not create a partnership relationship. The Parties do not have authority to enter into contracts on the other Party's behalf.
22. **Assignment.** The Parties may not assign this Agreement without the other Party's prior written approval.
23. **Works Made For Hire.** All ideas, inventions, and copyrightable material, including performance which are conceived, or made either solely or with others as a result of the Services performed by Contractor for the City shall be deemed works for hire and are the exclusive property of City. Contractor hereby irrevocably assigns all right, title and interest in and to such works for hire to City. This includes the entire right, title, and interest in all United States and foreign letters patents and copyrights covering all of these inventions relating to the business of the City.

Contractor will retain all intellectual property rights in pre-existing Contractor property, and any modifications thereto, and other property rights in information, materials, software, programs or products developed by Contractor independent of this Agreement or made available to City under a separate license agreement, and anything created by Contractor that is not a deliverable to be provided in accordance with Exhibit A ("Contractor Property"). Contractor must notify City in the event that it incorporates any Contractor Property into any deliverable provided to the City at or before the time of delivery of such deliverable to the City. Such notification must be in writing, and specify the Contractor Property incorporated into the deliverable.

Upon full payment by City, Contractor hereby grants to City a perpetual, limited, non-exclusive, non-transferable, worldwide, non-sublicensable license, to duplicate, distribute, copy, modify, or otherwise utilize the Contractor's Property which is integrated or

embedded into a deliverable, solely for the City's own use. Such license grant shall in no way affect Contractor's ownership rights to Contractor Property and shall not apply to any programs, products or other materials that are available under separate license agreements.

Contractor shall not place any software on any City computer which is not fully licensed for use by the City on such computer, except in accordance with license agreements which Contractor may have with the owners of such software. Contractor agrees that any software (excluding third party software) that Contractor delivers to the City shall be free of any virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause software to become inoperable or incapable of being used in accordance with its specifications.

24. **Severability.** If any clauses, sections, provisions, or parts of this Agreement are held invalid or any portion of any clause, section, provisions, or part of the Agreement is held invalid, the remainder of this Agreement would then continue to conform to the terms and requirements of applicable law. Unless otherwise specified in the Agreements, all notices, duties, or rights of the city shall be exercised by and through this Agreement as specified herein.
25. **Waiver.** The failure of a Party to demand compliance with any term of this Agreement or to take action when this Agreement is breached in any way shall not be considered a waiver of that requirement thereafter nor a Party's right of action for breach of that term.
26. **No Third-Party Beneficiary.** No contractor, subcontractor, mechanic, materialman, laborer, vendor or, or other person dealing with Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement, but each such person shall be deemed to have agreed (a) that they shall look to the Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the Contractor and any such person in writing they may not answer any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to redress from the City under any circumstances whatsoever.
27. **Time is of the Essence.** Time is of the essence with respect to all dates and timelines for schedule performance contained in this Agreement, the attached SOW, Exhibit A, and any subsequent SOWs pursuant to this Agreement.
28. **Action on Termination.** On the termination of this Agreement for any reason whatsoever, each Party agrees to promptly deliver all written and electronic drawings, manuals, letters, notes, notebooks, reports, and copies of them and all other Information or materials of a secret or confidential nature relating to the other Party's business that are in its possession or control to the other Party.
29. **Default and Remedies.**

A. GENERAL. If any Party hereto shall fail to perform any of its material obligations under this Agreement (the "Defaulting Party"), then the other Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a cure period to remedy said failure as follows:

B. CURE PERIOD SPECIFIED. Where a cure period is specifically provided for in any section of this Agreement, that specific cure period shall apply.

C. CURE PERIOD UNSPECIFIED. Where a cure period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a cure period of: (i) thirty (30) days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default.

D. DEFAULT. If any failure to perform shall not have been cured by the expiration of the applicable cure period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth within this Agreement and, without limitation, under law, including, but not limited to, termination of this Agreement.

30. Representations, Warranties and Responsibilities. Each Party represents and warrants to the other Party that:

- a. it has the authority and capacity to enter into this Agreement;
- b. in performing its obligations under this Agreement, it shall comply with (and ensure that all its employees, agents, contractors, subcontractors and/or representatives comply with (i) all applicable federal, state, and local laws, rules regulations, as well as any and all industry-standard practices, and (ii) any and all collective bargaining agreements;
- c. its employees, contractors, and subcontractors have the proper skill, training and background necessary to accomplish their assigned tasks, and all services to be rendered under this Agreement shall be performed with promptness and diligence in a competent, professional and workmanlike manner by fully qualified personnel;
- d. it has the right and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- e. neither this Agreement, nor the performance of this Agreement, will place the Party in breach of any contract or obligation;
- f. it shall dedicate sufficient resources to fulfill its obligations, and to allow the other Party to fulfill its obligations, under this Agreement in an adequate and timely manner;
- g. it has obtained or shall obtain and maintain all rights, licenses, consents and authorizations necessary to perform its obligations and adhere to all of the terms and conditions set forth in this Agreement;
- h. all materials provided to the other party shall conform to, perform and be provided in accordance with the applicable specifications and/or any other descriptions, requirements and criteria set forth or otherwise referred to in this Agreement;
- i. all materials provided to the other party do not and shall not violate any applicable federal, state and/or local laws, rules, regulations, standard industry practices, or

applicable third party platform terms and conditions, and all such materials shall not infringe, misappropriate or violate the intellectual property, proprietary, or other rights of any third party;

- j. it will provide the other Party, in a timely fashion, with all information reasonably required for the other Party's performance under the Agreement; and
- k. it shall keep the other Party informed of any new or changed information that may be necessary to enable the other party to perform under the Agreement in a timely manner.

31. Transition. Upon non-renewal or termination of this Agreement or any Service thereunder for any reason, other than termination of this Agreement or a Service by Contractor as a result of City's breach or insolvency, and upon City providing Contractor written notice at least ninety (90) days prior to expiration or termination of this Agreement or the Service, Contractor will, at City's request, provide Transition Assistance Services (billed at Contractor's then-existing time and material rates for such services), as described in this Section, on the terms set forth in this Agreement during a period of up to six (6) months after the date of termination or non-renewal of the Agreement and/or Service ("Transition Assistance Period"). During the Transition Assistance Period, Contractor will cooperate with City and its designees and provide the assistance reasonably requested by City or its designee to allow City's business operations to continue without material interruption or adverse effect and to facilitate the orderly transfer of responsibility for the Services then being provided by Contractor to Client or its designees, including the following: (a) continuing to perform the Services then being performed by Contractor; (b) developing, with the assistance of City or its designees, a plan for the transition of the Services then being performed by Contractor to City or its designees; and (c) Contractor will use reasonable commercial efforts to assist City or its designees to obtain (on a non-exclusive basis) any third party services then being used by Contractor in the performance of the Services. Except as may otherwise be agreed to in writing by both Parties, Contractor shall have no obligation to continue providing Transition Assistance Services beyond the Transition Assistance Period, regardless of whether the Services have been fully transitioned to City or City's new vendor at the expiration of the Transition Assistance Period.

32. Limitations of Liabilities and Remedies

With the exceptions of each Party's indemnification, defense, and hold harmless obligations and any claims arising from a Party's gross negligence, willful misconduct, or breach of its confidentiality obligations, IN NO EVENT SHALL either party's LIABILITY ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE PROVISION OF SERVICES and/or Deliverables EXCEED THE CHARGES PAID BY CITY TO CONTRACTOR FOR THE PARTICULAR SERVICES OR DELIVERABLE OR PORTION THEREOF OUT OF WHICH SUCH LIABILITY IS CLAIMED TO ARISE, REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, INCLUDING WITHOUT LIMITATION ANY ACTION IN TORT OR CONTRACT. UNDER NO CIRCUMSTANCES SHALL

EITHER PARTY BE RESPONSIBLE FOR LOSS OF BUSINESS INCOME, PROFITS, SAVINGS, OR DATA, OR ECONOMIC, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SAME OR IF THE SAME ARE FORESEEABLE. In addition, in no event shall Contractor have any liability for any loss of or inability to use any computer, system or component, whether the same are incurred or suffered by City or any third party, and whether based in contract or tort, even if Contractor shall have been advised of the possibility of such damages or losses.

In addition, City hereby releases Contractor from any liabilities or costs relating to the Services and/or deliverables to the extent such liabilities or costs are attributable to any false, inaccurate or incomplete information provided by or on behalf of City.

Neither Party may assert any claim or bring any action or proceeding against the other Party under this Agreement or in connection with the Services and/or deliverables unless the Party asserting such claim or bringing such action or proceeding has first given the other Party written notice setting forth the basis for such claim or action in reasonable detail within 180 days following the date on which the Party asserting such claim or bringing such action or proceeding knew or should have known the facts giving rise thereto. Nothing in this Section shall extend or enlarge any applicable warranty claim period.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR

CITY OF LANSING



 Joseph Findlater (Aug 28, 2023 16:52 EDT)

By: Joseph Findlater

Its: Aug 28, 2023

 Mayor

 Finance Department Certification of
 Availability of Funds in Account

 City Attorney Approval As To Form

City of Lansing Independent Contractor Agreement

Final Audit Report

2023-08-28

Created:	2023-08-28
By:	Mike Coyne (mcoyne@dewpoint.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaKuPKGPB9FBABn6fAQUv_aJqCJ4axgML

"City of Lansing Independent Contractor Agreement" History

-  Document created by Mike Coyne (mcoyne@dewpoint.com)
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-  Agreement completed.
2023-08-28 - 8:52:53 PM GMT



INFORMATION TECHNOLOGY

201 N. GRAND AVENUE
LANSING, MI 48933-1236
(517) 483-4250
FAX: (517) 483-4390

MEMORANDUM

TO: Andy Schor, Mayor

FROM: Christopher Mumby, Chief Information Officer

DATE: October 9, 2023

SUBJECT: Dewpoint Memo

This statement of work is for Dewpoint to continue covering Information Technology (IT) services in these four areas, Client Service Operations Lead, Senior Project Management Office Lead, Infrastructure Managed Services, and Performance Monitoring. This is a supplement to the executed MSA between the City of Lansing and Dewpoint and outlines the high-level deliverables, timing, pricing, and assumptions to perform the services. This contract is for a 5-year duration from December 1, 2023, and ends on November 30, 2028.

The monthly Year 1 cost is \$100,516.00. Total Year 1 Cost is \$1,206,192.00.
The monthly Year 2 cost is \$100,516.00. Total Year 2 Cost is \$1,206,192.00.
The monthly Year 3 cost is \$100,516.00. Total Year 3 Cost is \$1,206,192.00.
The monthly Year 4 cost is \$105,446.00. Total Year 4 Cost is \$1,265,352.00.
The monthly Year 5 cost is \$107,496.00. Total Year 5 Cost is \$1,289,952.00.

Funding is available in the following account:

Information Technology	630.173130.743000	Contracted Services
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Approved:

10/9/2023

Christopher Mumby, Chief Information Officer
Information Technology Department

Date



INFORMATION TECHNOLOGY

201 N. GRAND AVENUE
LANSING, MI 48933-1236
(517) 483-4250
FAX: (517) 483-4390

MEMORANDUM

TO: Stephanie Robinson, Senior Buyer

FROM: Christopher Mumby, Chief Information Officer

DATE: October 9, 2023

SUBJECT: Dewpoint Sole Source Justification

The Information Technology Department would like to detail the justification for the selection of Dewpoint Inc. for staffing and management of the Infrastructure Division of the I.T. Department.

Dewpoint, a Lansing-headquartered company with over 26 years of I.T. service experience, has been serving the City of Lansing with technical support, infrastructure, and project management coordination over the last ten years. The Lansing-based market for these services, on the scale and with the flexibility that the City requires, is limited to begin with. In addition to the positive and successful working relationship we have enjoyed across many projects, Dewpoint's unique knowledge and experience with the COL's I.T. systems cannot be replicated by another vendor. Having this intimate understanding of structure, organization, and the flow of IT work and team members remain the focus of the importance of continuity assigned by maintaining the relationship with Dewpoint through this contract. We believe these factors meet criteria for sole source consideration, notably 206.05(c)(2) – (4) and (6).

This contract is for a five-year term from December 1, 2023, to November 30, 2028.

This is a notification that a sole source contract was requested for these services and a purchase order will be issued to Dewpoint for the first-year annual cost of \$1,206,192.00 being paid from I.T. Contractual Services account.

If you have any questions, please feel free to contact me.

CITY OF LANSING

INFORMATION TECHNOLOGY SUPPORT SERVICES

STATEMENT OF WORK

Submitted By:

Dewpoint
Mike Coyne
mcoyne@dewpoint.com

August 10, 2023

300 S Washington Square #200
Lansing, MI 48933
P (517) 316.2860
F (517) 316.2865



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STATEMENT OF WORK OVERVIEW

The City of Lansing (COL) requested a Statement of Work (SOW) covering Information Technology (IT) services in four areas, Client Service Operations Lead, Senior Project Management Office Lead, Infrastructure Managed Services, and Performance Monitoring. This SOW outlined Dewpoint's tasks, timeframe, pricing, and assumptions for performing the services.

PROPOSED SOLUTION

CLIENT SERVICE OPERATIONS LEAD

Overview

The Client Service Operations Lead will be responsible for providing the day-to-day management of the client services team, assisting the Chief Information Officer (CIO) with strategic planning for the direction of the IT department, and managing applications, telephony, and PC support.

Tasks

The Client Service Operations Lead will perform the following tasks:

- Day-to-day management of the client services team
- Escalate help desk tickets assigned to the Client Services staff and manage the activities associated with closing the escalated tickets.
- Project coordination with users and IT staff.
- Assist the CIO with strategic planning.
- Monitor, measure, and report on the progress of work orders. Oversee work order completion assigned to staff members.
- Responsible for the completion of projects.
- Duties related to the Business Analyst's role, as required.
- Act as liaison between customers, vendors, and IT leadership.
- Review, negotiate and make recommendations for contracts and other agreements.
- Collaboratively define system requirements, specifications, costs, and timelines.
- Make recommendations for technology solutions, systems, and resources.
- Align the client services team with the departmental mission, vision, and values.
- Maintain the organization's effectiveness and efficiency by assisting the CIO in defining, delivering, and supporting strategic plans for implementing information technologies.

- Direct technology research by studying organization goals, strategies, practices, and user projects.
- Complete projects by coordinating resources and timetables with the project management office (PMO) and Infrastructure Leads.
- Verify application results by conducting system audits of technologies implemented.
- Manage assets by implementing best practices, inventory, policy, procedures, and information security and control structures.
- Recommend information technology strategies, policies, and procedures by evaluating organization outcomes, identifying problems, evaluating trends, and anticipating requirements.
- Accomplish financial objectives by forecasting requirements, assisting CIO in preparing an annual budget, scheduling expenditures, analyzing variances, and initiating corrective action.
- Maintain quality service by establishing and enforcing organization standards.

SENIOR PROJECT MANAGEMENT OFFICE LEAD

Overview

The City of Lansing's Project Management Office (PMO) and project management process for IT projects have been established to increase the efficiency and successful closure rate of the projects for the IT department. The PMO is ultimately responsible for overseeing project control procedures to ensure the necessary steps, procedures, and standards for carrying out and controlling a project as effectively as possible. Projects must remain nimble and implement PMO processes to improve and control measures to reduce bottlenecks or cumbersome workloads. The appropriate level of methodology must be applied to each project and correlates to the project's degree of complexity. The level of PMO documentation relates to these complexity levels.

Senior PMO Lead Tasks

The PMO Lead is responsible for facilitating tactical solutions team meetings. With input from other areas IT Leads, the PMO Lead will create the agenda, dashboard reporting, and any related documentation required for tactical governance review and reporting.

The PMO Lead will also work with departments to define business needs and identify solutions that further the business value to the city. The individual will also assist the departments in completing projects containing IT components or as assigned by the CIO. The PMO Lead is responsible for providing the day-to-day management of the PMO, assisting the Chief Information Officer (CIO) with strategic planning for the direction of the IT department, and having overall responsibility for the completion of projects. Other tasks include the following:

- Handle project coordination with users, departments, and IT staff.
- Assist the CIO with strategic planning.
- Oversee completion of projects.
- Develop and provide status reports.
- Perform duties related to the project management role as required.

In addition, the PMO lead is responsible for working with the CIO to achieve the City's goals and objectives by providing support and guidance to the CIO to ensure that all projects add business value to the city.

To achieve this goal, the PMO lead will facilitate sessions to determine technology and infrastructure requirements, coordinate possible site visits and meetings with other municipalities, and assist the teams, departments, and stakeholders in reaching conclusions to make recommendations.

INFRASTRUCTURE SUPPORT SERVICES

Overview

Infrastructure Support services include maintaining and supporting the various primary technologies and IT services for COL, including VMWare, Windows, VDI, SAN, Active Directory, Patching, Load Balancing, Firewall, Backup, and recovery. The team also supports secondary technologies and IT services within the COL, including SQL, Linux, Switches, Office 365, Routing, and Network cameras

City of Lansing infrastructure is monitored by Logic Monitor, and outage thresholds generate alerts that result in notifications to the Dewpoint team via OpsGenie. The response schedule to acknowledge these alerts is as follows:

<i>Initial Alert</i>	<i>Infrastructure On-Call Engineer</i>	<i>Acknowledge within 15 minutes from initial alert</i>
<i>First Escalation</i>	<i>Senior Infrastructure Engineer</i>	<i>Escalate at 15 minutes from initial alert</i>
<i>Second Escalation</i>	<i>Technical Delivery Lead</i>	<i>Escalate at 30 minutes from initial alert</i>

<i>Third Escalation</i>	<i>Service Delivery Manager</i>	<i>Escalate at 40 minutes from initial alert</i>
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Service Offering Categories

The Dewpoint Infrastructure Service offering is broken into the following categories:

Main Category	Sub-category
Network	• Service management • Operations and incident management support • Configuration backup and restore • Network Administration • DNS management • IP address management • IP traffic management • Wireless access point management • Load balancing
Data Center	• Operating system administration • Patch management • System security maintenance • Server network configuration • Server and VDI antivirus incident management • Capacity management • Storage support • Backup support • Virtual desktop infrastructure management
Network Security Management	• Incident management • Configuration backup & restore management • Firewall rule administration • Firewall rule optimization/ auditing • Device change management • Application/URL filtering management • Intrusion prevention system/intrusion detection System management • Antivirus/Anti-Malware management • SPAM filtering management • Web application firewall management
VDI	• Solution component management • Master image creation • Capacity management • Desktop pool management
Camera Support	• Wiring • Vendor management • Camera server administration

Main Category	Sub-category
	• Network/camera troubleshooting
Card Reader Support	• Core server administration • Controller MAC • Onsite controller resets

Infrastructure Lead and Support Team Tasks

Under the supervision of the COL, the Dewpoint Infrastructure Lead and Support team will be responsible for maintaining the Data Center, Network, and Network Security at the City of Lansing. They will install, configure, and operate the server, storage, LAN, and WAN networks. The following is a high-level example of tasks performed by the dedicated engineers:

- Manage the data communications network, including configuring, monitoring, and maintaining the City of Lansing's infrastructure to ensure user access to the City of Lansing applications and services.
- Manages file servers, routers, and switches using City's management software.
- Troubleshoot network transmission issues.
- Collaborate with the COL Security Administrator with regard to COL data security policies, including password access, intruder access, and protection against viruses.
- Perform user analysis, troubleshoot problems, and follow through to resolution.
- Maintain hardware, software, and information inventory log, and make purchasing recommendations.
- Develop documentation of network infrastructure.
- Provide technical support to IT technicians and other staff on network issues.
- Monitor the performance of network devices with COL-provided tools, utilizing LogicMonitor configured for specific dashboards as well as service-impact alerting via email and integration with the COL's OpsGenie on-call pager tool.
- Participate in the design and development of disaster recovery plans and procedures.
- Monitor network uptime and provide reports to management.
- Perform network troubleshooting on network devices.
- Deployed required security updates, patches, and other updates associated with the supported operating system.
- Manage and troubleshoot the City of Lansing Server operating systems.
- Monitor and control storage performance and usage.
- Perform backups on COL servers per the approved backup schedule.
- Perform backup restores as requested.
- Monitor the backup/restore process.

- Verify the backup/restore is completed successfully.
- Maintain storage space requirements per COL requirements and forecasts
- Configure the network infrastructure to provide data communications for end-user devices and peripherals.
- Configure and maintain the external security of the City of Lansing's data communications network. This includes installing, configuring, and maintaining the firewall and other assorted technologies in collaboration with the COL Security Administrator
- Provide second-level support for the COL client services team to assist with troubleshooting network-related issues.
- Troubleshoot and support server-based COL applications
- Assist the COL applications team with application-specific support as needed
- Build, maintain and support Virtual Desktop Infrastructure
- Support AMAG (badge entry systems) from a network perspective in collaboration with Public Services Department
- Setup and support room/environment monitoring
- Setup and support additional IP-connected devices (smart lighting, traffic and parking devices, signage)
 - Cameras/City surveillance cameras (Police, Parking)
 - *Camera detail: devices have grown from ~100 in 2018 to approximately 400 in 2023. Dewpoint's scope regarding the City's cameras includes:*
 - *Vendor coordination of the initial cabling and installation*
 - *Installation and configuration of additional switches as needed to support this environment*
 - *Assignment of IP addresses*
 - *Verification of connectivity*
 - *Adding cameras to the Indigo software via IP discovery*
 - *Support of additional servers and storage required for growth within the IP camera space*
- Enterprise WiFi networks
- Datacenter structural (rack power rails, rack and server positioning, cabling, physical installation)
- Network structural (switch mounting/positioning/cabling)
- Data destruction (equipment deployment and operation)
- Power/UPS (MDF/datacenter and IDF/Switch closets)
- SSL certificate management (internal CA and external third-party)
- Assist and Support the Mobile Device Management solution including: configuring, patching, and updating Linux gateway appliances, network and load balancer IP setup, certificate management, and Active Directory identity management integration. Multi-factor Authentication

LOGICMONITOR MANAGEMENT SERVICES

Overview

LogicMonitor is a cloud-based performance monitoring tool that can monitor the entire IT stack providing data analytics and insights into the performance of critical infrastructure devices and services to avoid issues and optimize the IT environment in a scalable, easy-to-use platform. LogicMonitor provides alerting capabilities to notify key resources when defined thresholds are met or when infrastructure components are offline to allow COL's IT team to resolve issues quickly. Outlined below are the key LogicMonitor components.

Component	Task
Infrastructure Monitoring	Gain full-stack observability across cloud, on-premises, and hybrid environments with cloud-based infrastructure monitoring. Cut down mean time to resolution (MTTR) and make informed decisions with AI-powered intelligence for IT Operations.
Log Analysis	Automatically analyze 100% of log data to predictively uncover root causes for COL's alerts and surface previously unknown issues.
Server & Network Monitoring	Get visibility into the health and performance of COL's networking equipment and other IT infrastructure in one unified monitoring platform.
Website Monitoring	Ensure website performance and availability using Service Checks. Perform on-the-spot service checks and enable synthetic transactions.
Remote Workforce Monitoring	Remote monitoring solutions provide deeper visibility into business-critical apps and infrastructure performance. Monitor everything from SaaS applications to engineering services, and ensure your remote workforce has access to the tools they need to drive the business forward.
Application Monitoring	Monitor the performance and availability of your business-critical applications from a single unified platform.
Storage Monitoring	LogicMonitor automatically discovers everything the COL needs to know about your storage systems and delivers the

Component	Task
	monitoring, alerting, and graphing you need to maintain high availability and performance.
LM Service Insight	Comprehensive monitoring for modern services and applications.
Database Monitoring	Monitor database health and performance in real time.
Device Configuration Backups	Back up network device configurations and monitor and alert on configuration changes across multiple networks, data centers, or customer locations. Correlate configuration changes to infrastructure performance in one unified platform.

Ongoing Operational Management

Dewpoint will provide ongoing operational management of the LogicMonitor platform to ensure its stability and effectiveness in managing and monitoring the performance of critical COL assets. Daily tasks include:

- Updating the platform as needed
- Performing continuous fine-tuning
- Onboarding and offboarding devices
- Staying abreast of new LogicMonitor capabilities
- Developing dashboards as needed
- Managing alerts generated by the platform
- Performing other day-to-day management tasks.

SUPPLEMENTAL SERVICE REQUESTS

Supplemental Service Requests (SSR) are requests exceeding 40 effort hours that require COL project management support and a defined Statement of Work. Dewpoint will scope these projects, and the COL (if needed) will release for competitive bid for the award. Dewpoint will utilize the SSR process to define scope, requirements, and effort.

LOCATIONS

For the scope of this SOW, work will be performed at the following locations:

- Dewpoint Office – 300 South Washington Square, Suite 200, Lansing, MI 48933
- COL IT Department – 201 N Grand Ave, Lansing, MI 48933

DURATION

The agreement duration will map to the Dewpoint/City of Lansing MSA, which begins on December 1, 2023, and ends on November 30, 2028. This SOW will be reviewed and updated each fiscal year as new fiscal year purchase orders (PO) are cut to acquire the services detailed within. Sixty days before the fiscal year PO expiration, the City of Lansing will notify Dewpoint of a mutually agreed-upon extension or contract termination. Dewpoint will work with the City of Lansing to transfer services if terminated. This may result in time and material charges not included in this SOW. Dewpoint will also provide the City of Lansing with any rate changes before exercising the contract extension.

TERMS AND CONDITIONS

This SOW is subject to the terms and conditions set forth in the Independent Contractor Agreement (MSA), effective December 1, 2023 (the "Agreement"). Where any conflict exists between documents, the Agreement controls. This FY2023 SOW removes and replaces all current FY2022 SOW's for the above four areas. Dewpoint and the City of Lansing agree this removal and replacement are valid per the terms of the Agreement.

PRICING AND ASSUMPTIONS

PRICING

The Dewpoint monthly and yearly pricing for the Client Services Operations Lead and the Senior Project Management Office Lead are based on the assumption that the individuals in those roles will work 150 hours a month or approximately 1,800 hours per year. Invoicing for these two positions will be based on actual hours worked. Annual pricing is as follows:

Term	Service	Monthly Price	Annual Price
Dec 1, 2023, to Nov 30, 2024	Client Service Operations Lead	\$18,000.00	\$216,000.00
	Senior Project Management Office Lead	\$15,150.00	\$181,800.00
	Infrastructure Support Services	\$64,420.00	\$773,040.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 1		\$100,516.00	\$1,206,192.00
Dec 1, 2024, to Nov 30, 2025	Client Service Operations Lead	\$18,000.00	\$216,000.00
	Senior Project Management Office Lead	\$15,150.00	\$181,800.00
	Infrastructure Support Services	\$64,420.00	\$773,040.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 2		\$100,516.00	\$1,206,192.00
Dec 1, 2025, to Nov 30, 2026	Client Service Operations Lead	\$18,000.00	\$216,000.00
	Senior Project Management Office Lead	\$15,150.00	\$181,800.00

Term	Service	Monthly Price	Annual Price
	Infrastructure Support Services	\$64,420.00	\$773,040.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 3		\$100,516.00	\$1,206,192.00
Dec 1, 2026, to Nov 30, 2027	Client Service Operations Lead	\$18,750.00	\$225,000.00
	Senior Project Management Office Lead	\$15,750.00	\$189,000.00
	Infrastructure Support Services	\$68,000.00	\$816,000.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 4		\$105,446.00	\$1,265,352.00
Dec 1, 2027, to Nov 30, 2028	Client Service Operations Lead	\$19,200.00	\$230,400.00
	Senior Project Management Office Lead	\$16,350.00	\$196,200.00
	Infrastructure Support Services	\$69,000.00	\$828,000.00
	LogicMonitor Management Services	\$2,946.00	\$35,352.00
Total Year 5		\$107,496.00	\$1,289,952.00
Total Contract			\$6,173,880.00

ASSUMPTIONS

Dewpoint's pricing is based on the following assumptions:

- Dewpoint will deliver the services associated with Infrastructure Support Services with a combination of onsite FTE's and leveraged services as specific tech needs arise. On average 3.5 FTE's will be supporting the City of Lansing during business hours for the Infrastructure Support services category.
- When Dewpoint/Lansing FTE's are on PTO, Dewpoint will not backfill with onsite resources for the PTO duration.
- If one of the Dewpoint onsite staff members leaves their current position, Dewpoint will expedite the recruiting efforts associated with finding a replacement
- The contract will not start until Dewpoint receives a purchase order.

- The consultants assigned by Dewpoint to perform these services are not to be solicited for permanent employment.
- Work will be performed during standard working hours defined as Monday through Friday from 8:00 am to 5:00 pm EST, excluding the following holidays: New Year's Eve, New Year's Day, Martin Luther King Jr. Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and the day after, Christmas Eve and Christmas Day. If work is required outside of standard working hours, a premium of up to 50% may be charged
- Dewpoint and the City of Lansing will agree upon any changes in scope. A signed change notice will accompany any changes. Changes to the scope may impact the project's price, duration, or both.
- The City of Lansing will maintain current licensing and maintenance contracts for hardware and application software.
- Dewpoint will use commercially reasonable efforts to support hardware infrastructure and software products not covered under maintenance agreements.
- Monthly reports depend on the City of Lansing toolset's ability to generate the report.

SIGNATURES

City of Lansing

Dewpoint, Inc.



Signature

Signature

Andy Schor

Joseph P. Findlater

Printed Name

Printed Name

Mayor

Senior Vice President

Title

Title

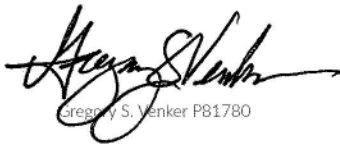
11/1/2023

10/9/23

Date

Date

Approved as to form


Gregory S. Venker P81780

Approved as to form





CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

TO: DEWPOINT INC
300 S WASHINGTON SQUARE STE 200
LANSING, MI 48933

PURCHASE ORDER

P.O. NUMBER	P089474
DATE	11/06/23
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR018688
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (517) 393-5448 FAX# (517) 393-5448

Page 1 of 1

DELIVER ITEMS TO:

CITY OF LANSING DEPARTMENT OF INFORMATIO
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

CITY OF LANSING DEPARTMENT OF INFOR
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	DEWPOINT CONTACT - CLIENT SERVICES OPERATIONS LEAD - FOR DEC 1, 2023 TO JUNE 30, 2024	126,000	LS	1.00	126,000.00
				TAX	0.00
				TOTAL	126,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Devin A. Kunkland



CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

TO: DEWPOINT INC
300 S WASHINGTON SQUARE STE 200
LANSING, MI 48933

PURCHASE ORDER	
P.O. NUMBER	P089475
DATE	11/06/23
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR018690
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (517) 393-5448 FAX# (517) 393-5448

Page 1 of 1

DELIVER ITEMS TO:

CITY OF LANSING DEPARTMENT OF INFORMATIO
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

CITY OF LANSING DEPARTMENT OF INFOR
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	DEWPOINT CONTACT - SENIOR PROJ MGMT OFFICE LEAD - DEC 1, 2023 - JUNE 30, 2024	106,050	LS	1.00	106,050.00
				TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	106,050.00

- Goods other than those specified on this order must not be substituted or prices changed without authorization.
- If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Devin A. Kunkland

**CITY OF LANSING**

124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: DEWPOINT INC
300 S WASHINGTON SQUARE STE 200
LANSING, MI 48933

PURCHASE ORDER	
P.O. NUMBER	P089476
DATE	11/06/23
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR018691
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (517) 393-5448 FAX# (517) 393-5448

Page 1 of 1

DELIVER ITEMS TO:

CITY OF LANSING DEPARTMENT OF INFORMATIO
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

CITY OF LANSING DEPARTMENT OF INFOR
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	DEWPOINT CONTACT - INFRASTRUCTURE SUPPORT SERVICES - DEC 1, 2023 - JUNE 30, 2024	450,940	LS	1.00	450,940.00
				TAX	0.00
				TOTAL	450,940.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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Devin A. Kunkland

**CITY OF LANSING**

124 W. Michigan Ave
Lansing, MI 48933
(517) 483-4128

TO: DEWPOINT INC
300 S WASHINGTON SQUARE STE 200
LANSING, MI 48933

PURCHASE ORDER	
P.O. NUMBER	P089477
DATE	11/06/23
VENDOR I.D.	V003894
DELIVERY DATE	
FOB	
REQUISITION NO	PR018692
OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.	

PHONE# (517) 393-5448 FAX# (517) 393-5448

Page 1 of 1

DELIVER ITEMS TO:

CITY OF LANSING DEPARTMENT OF INFORMATIO
201 N GRAND AVE
LANSING, MI 48933

SEND INVOICE TO:

CITY OF LANSING DEPARTMENT OF INFOR
201 N GRAND AVE
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	DEWPOINT CONTACT - LOGICMONITOR MANAGEMENT SERVICES - DEC 1, 2023 - JUNE 30, 2024	20,622	LS	1.00	20,622.00
				TAX	0.00
THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:				TOTAL	20,622.00

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Devin A. Kowland