

AGENDA

Committee of the Whole AGENDA FOR DECEMBER 11, 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 27, 2023
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Presentations:**
 - B. Internal Auditor Reporting on 311 Divisions Progress and Activity
Internal Auditor Reporting on FY 2023/2024 Fee Increases/New Fees Impact
on Revenue and Comparison to previous years
- 6. Discussion/Action:**
 - C. RESOLUTION - Issuance of sewage disposal system revenue bonds for
CSO Program-Nicole McPherson
 - D. DISCUSSION - Human Relations Community Service (HRCS) Human
Services Grants Q1 Reporting Summary-Kim Coleman
 - E. DISCUSSION - Sole Source Purchase; Information Technology Department
requests Dewpoint as the vendor for Information Technology (IT) Managed
Services-C Mumby

Closed Session

- F. Pursuant to MCL 15.268(e), City Council will recess into closed session to consult with the City Attorney in connection with the following specific pending litigation. An open meeting will have a detrimental financial effect on the litigating or settlement position of the City of Lansing concerning these cases.

Atkinson, et al. v. City of Lansing, et al. Cao v. City of Lansing City of Lansing v. Merica Media Group, et al. People of the City of Lansing v. Miggins City of Lansing, et al. v. Purdue Pharma, et al. (Opioid Litigation) Fisher v. City of Lansing Fitzpatrick v. City of Lansing, et al. Fowler v. City of Lansing Hulon v. City of Lansing, et al. Khorrami v. Bradbury, Moore, Mapley, and City of Lansing Lynn v. City of Lansing Lynn v. Schor, et al. Phillips v. City of Lansing, et al.

Stewart, G. v. City of Lansing, et al. Stewart, S. v. City of Lansing, et al.
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Reconvene

7. Other

8. Adjourn

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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MINUTES

Committee of the Whole

Monday, November 27, 2023 @ 5:30 p.m.

Tony Benavides Lansing City Council Chambers

CALL TO ORDER

Council President Wood called the meeting to order at 5:30 p.m.

PRESENT

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

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Matt Staples, City Attorney
Lisa Hagen-Lawrence, City Attorney
Emily Linden, Internal Auditor
Loretta Stanaway
Mark Lawrence, Mayor's office – arrived at 5:32 p.m.

Minutes

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM NOVEMBER 13, 2023 AS PRESENTED. MOTION CARRIED 7-0.

Public Comment

No public comment.

Presentations

Internal Auditor Reporting on HRCS Grant Awards and Reporting

Ms. Linden went through her report on the HRCS audit on contracts for last fiscal year. This is just an audit of the contracts and not the entire department. The scope was 9/2023 to 11/2023, scoring rubrics, training documents, contracts, and reporting documents. All FY2023 contracts were reviewed, scoring instructions were reviewed, the in-person training was provided to Board members before scoring. The HRCS is currently reviewing and revising the policies. It was noted that some agencies did not have 4th quarter reports because if they expended their funds before the quarter they did not have to report, but that has been revised to require a 4th quarter reporting. As part of the review, it was found that work was performed but the quantitative reporting was not submitted, and

DRAFT

HRCS stated that quantitative goals are hard to do ahead of time. It was recommended that there should be consequences if reporting is not met, and additional auditing will be done in the future.

Council Member Spitzley asked Ms. Linden on the objectives, and asked what objectives they were not meeting, and were they not listed in the grant application. Ms. Linden the grant application will talk about the program idea, and the contract will outline what they will provide and once they get underway it is not an obtainable goal. It is best to work with the applicants to determine what is an appropriate goal. Council President Wood provided an example of the contracts; when an application goes through the applicant states their goal, then quarterly report what services they did provide that were part of their goal. As Ms. Linden stated, there needs to be better assistance provided so the applicants are clear on what goals they should set.

Council Member Brown noted that there are concerns that several agencies keep getting funds, and there are other agencies that are doing more services, those agencies are not getting funds. Of the 25% that are not meeting goals, has the department looked at evaluating who is a community partner, so to award those with best outcome.

Council Member Kost stepped away from the meeting at 5:40 p.m.

Council Member Brown asked what the recommendation for a change is to make sure that if they are not performing based on what the agreement was, how to hold those organizations accountable. Did they access the quality and level of customer interaction and customer services. Ms. Linden, regarding the qualitative reporting that has been met, so they are relying on them to self-report. As to changes that being made in the future, that would be up to the HRCS Department and they have been willing to work on some changes and already changed the required 4th quarter reporting.

Council Member Kost returned at 5:42 p.m.

Ms. Linden stated tonight the Council will get for referral the HRCS quarterly reporting.

Council Member Brown asked if the City is not doing their own evaluation but letting them self-reporting. Ms. Linden stated that as far as she knows, the City uses the quarterly reports from the organizations for their reporting.

Council Member Hussain asked if there were any issues, in terms of getting information or access, to do the audit. Ms. Linden stated there was no issues with receive information, she did get everything she asked for eventually. Council Member Hussain then asked of those not meeting quantitative expectations, if that was lack of reporting. Ms. Linden stated there is an effort in the community, but it appears to be unrealistic expectations at the beginning. Council Member Hussain asked if there is evidence the City uses reporting for scoring. Ms. Linden stated that lots of organizations that are under performing, they do provide the reporting to the Board when they make the decision on funding for the next year.

Council Member Garza asked if the organizations that did not meet, if they had the same issues in the earlier years. Ms. Linden stated she did look at them, and a lot were first time grantees and there could have been learning difficulties. Council Member Garza asked if the ones that this over the years have done, was there a discussion with HRCS on setting consequences. Ms. Linden stated she has had discussions, but at this time is not aware if they have something set.

Council Member Jackson referenced the report, and asked if there is any indication on how the scoring results and needs, funding proportionality, works towards the scoring by the Board. Ms. Linden stated she would have to do more analysis.

Council President Wood noted HRCS will be at Committee on 12/11/2023.

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DISCUSSION/ACTION

RESOLUTION – Override Mayor Schor Veto of Resolution 2023-312

Council President Wood stated that based on additional information, this item is being pulled at this time.

DISCUSSION-Sole Source; Information Technology Department request for Dewpoint as the vendor for Information Technology Managed Services

Council President Wood asked where Mr. Mumby was. Mr. Lawrence stated he was not aware that Mr. Mumby was invited. Council President Wood confirmed Ms. Frayer informed her that Mr. Mumby was invited and would be here.

Due to no staff present, this item was moved to the December 11, 2023 Committee meeting.

OTHER

Council President Wood asked Mr. Lawrence for an update on the warming center at Letts and the press release that was done today.

Council Member Spitzley asked about Public Service and Code Enforcement working together on the bulk pick up. She has not seen a report and asked Mr. Lawrence for an update earlier, noting this is important to find the responsibility to the residents all opportunities.

Mr. Lawrence asked for clarification on what Council was looking for on the warming center. Council President Wood recapped the press release today. Mr. Lawrence stated he cannot speak to what occurred today with the warming center and the press release because it was not on the agenda and he was not prepared. Council President Wood asked for the information at Council later tonight, and Mr. Lawrence stated he could not verify he could provide any information. Council Member Spitzley asked Mr. Lawrence to get details and results on the fire suppression at Letts, which is lacking, and a fire code concern. She asked for an explanation on what happens in those situations.

No information was provided at this time.

Adjourn

The meeting adjourned at 5:55 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: December 11, 2023
To: Lansing City Council
From: Emily Linden, Internal Auditor
Subject: 311 Audit Report

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 311 call center's effectiveness and to analyze how the funding breakdown corresponds to call data.

Background and Research

This audit was conducted from October 2023 to November 2023. 311 provided all data and call metrics. A desk audit was also performed.

In depth analysis of the funding breakdown for the current fiscal year and past fiscal year (FY24 and FY23) are also included in this report.

FY 24 Overview

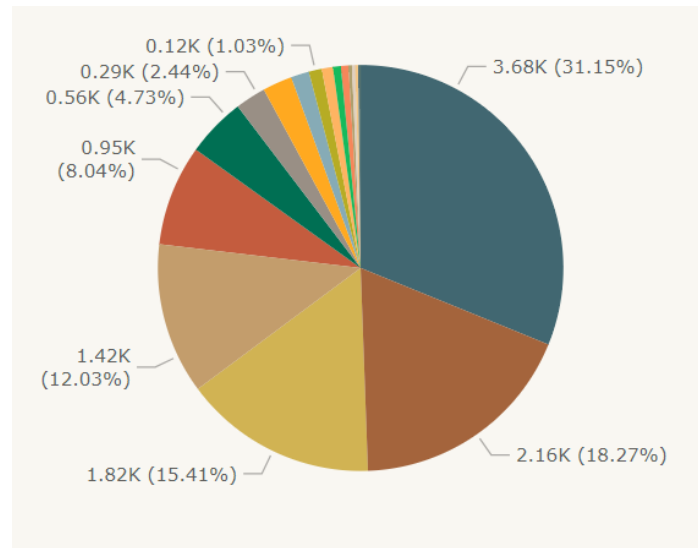
FY24 Metrics to Date as of 11/28/2023

311 has taken 11,820 calls to date this fiscal year. 10,950 (92.6%) of those calls were resolved by 311 agents. 870 (7.4%) of those calls were escalated to departments for assistance.

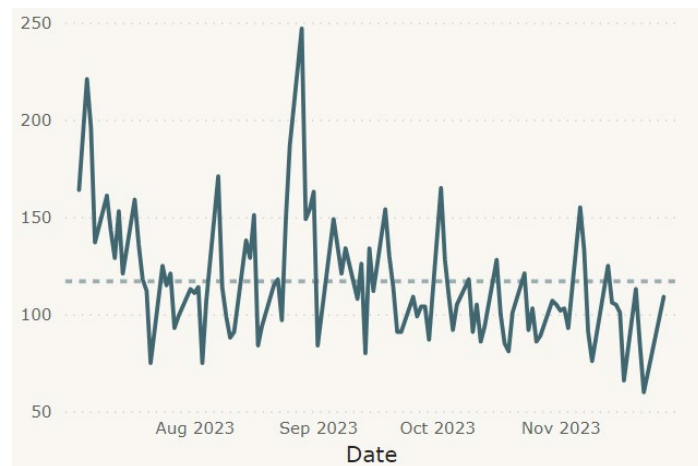
Call Breakdown by Department:

- Treasury and Income Tax: 3,681 calls (31.15%)
- Public Service: 2,159 calls (18.27%)
- 311 (General Government): 1,821 calls (15.41%)
- Assessing: 1,422 calls (12.03%)
- City Clerk: 950 calls (8.04%)
- EDP: 559 calls (4.73%)
- 54-A District Court: 288 calls (2.44%)
- Police, Fire, and EMS: 279 calls (2.36%)
- Parks and Recreation: 171 calls (1.45%)
- HRCS: 122 calls (1.03%)
- Human Resources: 106 calls (0.9%)
- Mayor's Office: 73 calls (0.62%)
- Parking: 72 calls (0.61%)
- Neighborhoods: 32 calls (0.27%)
- City Council: 31 calls (0.26%)
- Finance: 28 calls (0.24%)
- Office of the City Attorney: 20 calls (0.17%)
- IT: 20 calls (0.17%)

Pie Chart Breakdown by Department – FY24 YTD



Date of Calls Received – FY24 YTD



FY24 Budget Breakdown

Department	Budget	Percent of Total 311 Budget
NEIGHBORHOOD & CITIZEN ENGAGMT	10,446.00	1.24%
MAYOR	33,949.00	4.04%
OFFICE OF FINANCIAL EMPOWERMNT	7,834.00	0.93%
CITY CLERK	31,338.00	3.73%
PLANNING & MUNIC DEV - ADMIN	65,286.00	7.78%
BLDG SAFETY / CODE COMPLIANCE	39,171.00	4.67%
FINANCE OPERATIONS	47,069.00	5.61%
ASSESSOR	26,114.00	3.11%
TREASURY/INCOME TAX	36,560.00	4.35%
PUBLIC SERV DEPT ADMIN & ENG	76,175.00	9.07%

BUSINESS & MGT DIV - Parks	54,840.00	6.53%
ACT 51 ADMIN & ENGINEERING	52,775.00	6.29%
BLDG SAFETY / CODE COMPLIANCE	47,005.00	5.60%
TRANSPORTATION	41,783.00	4.98%
WASTEWATER TREATMENT PLANT	17,675.00	2.11%
BAG REFUSE COLLECTION	149,861.00	17.85%
COMPOSTING	35,847.00	4.27%
PUBLIC SERV DEPT ADMIN & ENG	65,847.00	7.84%
Total	839,575.00	100.00%

Note: Combined total for Public Service across funds is 47.43% of 311's budget and the combined total for EDP across funds is 23.02% of 311's budget.

Below is a chart comparing the percentage of the overall 311 budget a department pays next to the percentage of calls 311 takes that deal with that department.

Department	Percentage of FY24 Budget	Percentage of Calls YTD
Treasury	4.35%	31.15%
Public Service	47.43%	18.27%
Assessing	3.11%	12.03%
City Clerk	3.73%	8.04%
EDP	23.02%	5.34%
54-A District Court	0%	2.44%
Police, Fire, and EMS	0%	2.36%
Parks and Recreation	6.53%	1.45%
HRCS	0%	1.03%
Human Resources	0%	0.90%
Mayor's Office	4.04%	0.62%
Neighborhoods	2.17%	0.27%
City Council	0%	0.26%
Finance	5.61%	0.24%
Office of the City Attorney	0%	0.17%
IT	0%	0.17%

FY 23 Overview

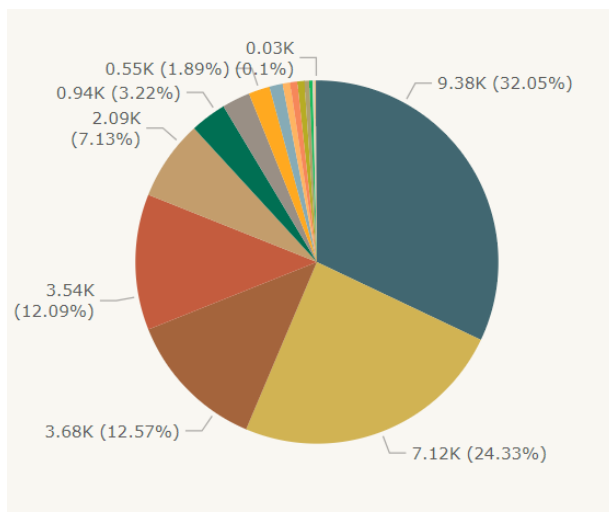
FY23 Metrics

311 took 29,260 calls in FY23. 26,576 (90.8%) of those calls were resolved by 311 agents. 2,684 (9.2%) of those calls were escalated to departments for assistance.

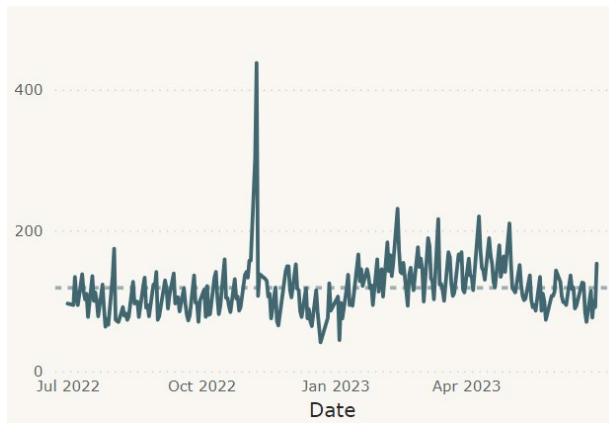
Call Breakdown by Department:

- Treasury and Income Tax: 9,378 calls (32.05%)
- 311 (General Government): 7,120 calls (24.33%)
- Public Service: 3,678 calls (12.57%)
- City Clerk: 3,539 calls (12.09%)
- Assessing: 2,086 calls (7.13%)
- EDP: 943 calls (3.22%)
- 54-A District Court: 733 calls (2.5%)
- Police, Fire, and EMS: 553 calls (1.89%)
- Parks and Recreation: 346 calls (1.18%)
- Human Resources: 193 calls (0.66%)
- Parking: 188 calls (0.64%)
- HRCS: 183 calls (0.63%)
- Neighborhoods: 129 calls (0.44%)
- Mayor's Office: 84 calls (0.29%)
- City Council: 47 calls (0.16%)
- Finance: 34 calls (0.12%)
- Office of the City Attorney: 28 calls (0.1%)
- IT: 1 call (0.01%)

Pie Chart Breakdown by Department – FY23



Date of Calls Received



Note: The large spike in November 2022 was due to the election.

FY23 Budget Breakdown

Department	Budget	Percent of Total 311 Budget
NEIGHBORHOOD & CITIZEN ENGAGMT	12,521.00	1.24%
MAYOR	40,692.00	4.04%
OFFICE OF FINANCIAL EMPOWERMNT	9,390.00	0.93%
CITY CLERK	37,562.00	3.73%
PLANNING & MUNIC DEV - ADMIN	78,253.00	7.78%
BLDG SAFETY / CODE COMPLIANCE	46,952.00	4.67%
FINANCE OPERATIONS	56,418.00	5.61%
ASSESSOR	31,301.00	3.11%
TREASURY/INCOME TAX	43,822.00	4.35%
BUSINESS & MGT DIV - Parks	65,733.00	6.53%
BLDG SAFETY / CODE COMPLIANCE	56,342.00	5.60%
TRANSPORTATION	50,082.00	4.98%
WASTEWATER TREATMENT PLANT	93,904.00	9.33%
PUBLIC SERV DEPT ADMIN & ENG	383,365.00	38.10%
Total	1,006,337.00	100.00%

Note: Combined total for Public Service across funds was 47.43% of 311's FY23 budget and the combined total for EDP across funds was 23.02% of 311's FY23 budget.

Below is a chart comparing the percentage of the overall 311 budget a department pays next to the percentage of calls 311 takes that deal with that department

Department	Percentage of FY23 Budget	Percentage of Calls
Treasury	4.35%	32.05%
Public Service	47.43%	12.57%
Assessing	3.11%	7.13%
City Clerk	3.73%	12.09%
EDP	23.02%	3.86%
54-A District Court	0%	2.50%
Police, Fire, and EMS	0%	1.89%
Parks and Recreation	6.53%	1.18%
HRCS	0%	0.63%
Human Resources	0%	0.66%
Mayor's Office	4.04%	0.29%
Neighborhoods	2.17%	0.44%
City Council	0%	0.16%
Finance	5.61%	0.12%
Office of the City Attorney	0%	0.10%
IT	0%	0.01%

Wait Times

A two-week spot audit was conducted to determine the frequency and duration of wait times. Out of 2,869 calls received, 23 (0.8%) were put on hold. The longest wait time was 2 minutes and 24 seconds. There is also a callback option after two minutes of wait time.

Findings and Recommendations

The amount department's budget to 311 is not reflective of the breakdown of calls they receive. Now that there are years of reference to analyze, the budget structure should be revisited for the FY25 budget cycle to reflect the breakdown of calls more accurately by department.

Agenda Item 6. D

OTHER-
DISCUSSION – FY2024/2025 Proposed City Council and Internal Auditor Budgets

Not available prior to the meeting





Date: December 4, 2023
To: Lansing City Council
From: Desiree Kirkland, Finance Director/Treasurer
Subject: Response to Treasury Department Internal Audit

The Treasurer's office welcomes any opportunity to strengthen practices and procedures to prevent misuse and/or fraud from occurring. The development and maintenance of the organizations internal controls help to ensure accountability, compliance with all applicable laws and ethical standards. The office is responsible for the administration of the City's property and income tax programs. Treasury is also responsible for the overall collection of the City's departmental revenues and remittances through the process of cash receipting, as well as the safekeeping and investment of City funds, monies, and non-pension related securities. The office and its staff issues over 90,000 property tax bills in July and December and thereby collecting and distributing over \$180 million in property taxes each year. Additionally, the office processes over 65,000 income tax returns, totaling \$43.7 million in tax collections. The overall internal controls within the Treasurer's office are effective in protecting the City's assets and accurately reporting into the City's general ledger. Below are Treasury's responses to the internal auditor's recommendations.

Response to Treasury Internal Audit 11-16-23

Finding

Internal Control Failure – NSF Payments

Auditor Recommendation

- A new NSF policy, including oversight, should be written and immediately implemented.
- Recommended timeline: Immediately. New policy should be implemented before the end of the calendar year (12/31/2023)

Treasury Response

We take internal controls very seriously and the following actions will be taken to improve our internal controls.

- We will request banks to provide weekly and monthly NSF reports.
- We will have each unit manager/supervisor document NSF policies and procedures for their business areas by the end of the calendar year 12/31/2023.
- These procedures will be available to all staff via our SharePoint site.



Finding

Customer Service

Auditor Recommendation

- An appropriate timeline for responding to taxpayers should be created and adhered to.
- Recommended timeline: Policy should be created before the end of the calendar year and implemented for next year's tax season.
- The administration should share this timeline with City Council and the Internal Auditor for review.

Treasury Response

Customer service is very important to us, and the following actions will be taken to improve our response time to our customers.

- We will work on goals and metrics for responses to mail and email inquiries.
- We will have each unit manager/supervisor document a customer timeline response policy and procedure for their business areas by the end of the calendar year 12/31/2023.
- These procedures will be available for use by all staff via our SharePoint site for our next tax season.

Finding

Income Tax Process – New Scanner

Auditor Recommendation

- The auditor did not provide a recommendation for this specific finding.

Treasury Response

Now that we have been made aware of performance issues with the scanner; the following action will be taken to address the scanner concerns.

- Begin by scheduling time with our vendor 'Insource' to address staff concerns with scanner performance and request immediate solutions.
- Work with Insource to provide staff with additional training.
- Work with Managers to identify employees who can serve as change champions to provide staff input and feedback.
- We will have each unit manager/supervisor work with Insource to document simple training procedures.
- These training procedure documents will be available for use by all staff via our SharePoint site by 2/28/2024 for use during our next tax season.

Finding

ACH Policy

Auditor Recommendation

- The ACH policy on file should be reviewed by all relevant staff members and payments should be audited quarterly.
- Recommended Timeline: All relevant staff members should review the policy by end of the calendar year.

Treasury Response

We will have all staff review this policy on an annual basis starting in December 2023.

- In addition, we will include this with the onboarding training of all newly hired staff.
- We will have each unit manager/supervisor establish quarterly audit procedures for their business areas by the end of the calendar year 12/31/2023.
- These procedures will be available for use by relevant staff via our SharePoint site by 12/31/2023.

Additional Auditor Recommendations

Checks and Balances

Auditor Recommendation

- Checks and balances need to be put in place to ensure one person isn't refunding, approving and issuing payments with no check on their work.
- Recommended timeline: Immediately. Progress will be evaluated by the Internal Auditor next year.

Treasury Response

The following actions will be taken to improve our checks and balances.

- We will work with queries to search for duplicate refunds making them a priority to correct.
- Each check that is inputted/generated will have a second sign off from a manager/supervisor before the check is issued.
- We will have each unit manager/supervisor to document a check and balance policies and procedures for their business areas by the end of the calendar year 12/31/2023.
- These procedures will be available to all staff via our SharePoint site.

Additional Treasury Staff

Auditor Recommendation

- The Administration should consider hiring a separate Treasurer and Finance Director to ensure issues discussed in this report do not go unaddressed moving forward.

Treasury Response

We have two Treasury managers that can be utilized in a more efficient way. In addition, the administration will seek to fill the Treasurer position in calendar year 2024 to provide additional checks and balances.

Communication – Increase Transparency and Communication

Auditor Recommendation

- It is recommended that leadership holds monthly staff meetings in Treasury to increase transparency and communication for employees in the Department.
- Recommended Timeline: Starting in January 2024.

Treasury Response

Our goal has always been to increase transparency and communication and the following actions have already been taken to help us do just that:

- Leadership re-instated biweekly meetings on Monday, October 23, 2023
- Staff meetings will also be a vehicle to share about system and application changes, as well as get their feedback.

Training for New Services – Insource Training

Auditor Recommendation

- New services should not come as a surprise to employees and those affected should be given proper notice and the appropriate training necessary to do their jobs.
- Recommended Timeline: Insource Training should be provided by February 2024 to prepare for the next tax season.

Treasury Response

Now that we have been made aware of the training needs of our staff; the following action will be taken to improve our training efforts.

- Work with Managers to identify employees who can serve as change champions to provide staff with input and feedback.
- We will have each unit manager/supervisor document simple training documents for staff to follow.
- These training documents will be available for use by all staff via our SharePoint site by 2/28/2024 for use during our next tax season.

Performance of Another Internal Audit

Auditor Recommendation

- The Internal Auditor should perform another audit following the 2023 tax season to ensure that change have been made.

Treasury Response

We welcome each audit and will work with staff to address all findings and recommendations in this report.

Resolution #2023-###

City of Lansing
Counties of Ingham and Eaton, State of Michigan

A RESOLUTION ENACTED UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SEWAGE DISPOSAL SYSTEM REVENUE BONDS FOR THE PURPOSES OF PAYING FOR IMPROVEMENTS TO THE SYSTEM, AND PAYING COSTS RELATING THERETO; AUTHORIZING DETERMINATION OF STANDING AND PRIORITY OF LIEN WITH RESPECT TO OUTSTANDING SEWAGE DISPOSAL SYSTEM REVENUE BONDS OF THE CITY ISSUED UNDER CITY ORDINANCE NO. 29-A, AS AMENDED AND SUPPLEMENTED; PROVIDING FOR RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED; AND PROVIDING FOR OTHER MATTERS RELATIVE THERETO.

WHEREAS, the City of Lansing, Counties of Ingham and Eaton, State of Michigan (the “**City**”) by Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 31-A, 32-A, 33-A, 35-A, 838, 873, 993, 0544, 2010-423 and 2012-269, and by Resolution Nos. 2021-264 and 2022-317 (collectively, the “**Outstanding Bond Ordinances**”) has provided for the issuance by the City of Sewage Disposal System Revenue Bonds; and

WHEREAS, the State of Michigan Department of Environment, Great Lakes, and Energy (“**EGLE**”), through its Administrative Consent Order #ACO-05153 (the “**Consent Order**”) dated December 12, 2019, ordered the City to abate raw sewage overflows from its sewerage collection system; and

WHEREAS, EGLE and the City have agreed to implement the City’s Wet Weather Control Plan, as amended (the “**Wet Weather Control Plan**”), in compliance with the Consent Order;

WHEREAS, it is now deemed necessary by the City Council of the City (the “**Council**”) to equip, improve, rehabilitate, acquire, construct and install certain improvements to the City’s Sewage Disposal System (the “**System**”), including but not limited to sanitary sewer overflow remediation, together with any appurtenances and attachments thereto and any related site acquisitions or improvements (the “**2024 SRF Improvements**”) in compliance with the plans approved under the Consent Order and according to the Wet Weather Control Plan; and

WHEREAS, Act 94, Public Acts of Michigan, 1933, as amended (“**Act 94**”), authorizes the Council to issue bonds under Act 94 without submitting the proposition to the voters of the City for approval and without publishing a notice of intent when the bonds are issued to comply with an order or permit requirement of a state or federal agency of competent jurisdiction to prevent or limit pollution of the environment; and

WHEREAS, the City intends to finance construction and acquisition of the 2024 SRF Improvements through issuance of sewage disposal system revenue bonds (the “**2024 SRF Bonds**”), and to sell the 2024 SRF Bonds to the Michigan Finance Authority (the “**Authority**”); and

WHEREAS, Section 19 of Ordinance No. 29-A authorizes the issuance of revenue bonds of equal standing and priority of lien with the Outstanding Senior Lien Bonds authorized by the Outstanding Bond Ordinances as follows:

(a) For subsequent repairs, extensions, enlargements and improvements to the System or for the purpose of refunding part of any Bonds then outstanding and paying costs of issuing such Additional Bonds including deposits which may be required to be made to the Bond Reserve Account. Bonds for such purposes shall not be issued pursuant to this subparagraph (a) unless the average actual or augmented Net Revenues of the System for the then last two (2) preceding twelve month operating years or the actual or augmented Net Revenues for the last preceding twelve month operating year, if the same shall be lower than the average, shall be equal to at least one hundred thirty (130%) percent of the maximum amount of principal and interest thereafter maturing in any operating year on the then outstanding Bonds and on the Additional Bonds then being issued. If the Additional Bonds are to be issued in whole or in part for refunding outstanding Bonds the maximum annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional Bonds. For purposes of this subparagraph (a) the City may elect to use as the last preceding operating year any operating year ending not more than sixteen months from the date of delivery of the Additional Bonds and as the next to the last preceding operating year, any operating year ending not more than twenty-eight months from the date of delivery of the Additional Bonds. If the System rates, fees or charges shall be increased at or prior to the time of authorizing the Additional Bonds, the Net Revenues for each of the two preceding operating years shall be augmented by an amount reflecting the effect of the increase had the System’s billings during such operating years been at the increased rates. In addition, the actual Net Revenues for each of the two preceding operating years may be augmented by the estimated increase in Net Revenues to accrue as a result of the acquisition of the repairs, extensions, enlargements and improvements to said System to be paid for in whole or in part from the proceeds of the Additional Bonds to be issued. In addition, the actual Net Revenues may be augmented by an amount equal to the investment income representing interest on investments estimated to be received each operating year from the addition to the Bond

Reserve Account to be funded from the proceeds of the Additional Bonds being issued. Determination by the Council as to existence of conditions permitting the issuance of Additional Bonds shall be conclusive. No Additional Bonds of equal standing as to the Net Revenues of the System shall be issued pursuant to the authorization contained in this subparagraph if the City shall then be in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund;

WHEREAS, the City has met or will meet all the conditions and requirements of Section 19 of Ordinance No. 29-A for the issuance of the proposed 2024 SRF Bonds as bonds of equal standing and priority of lien with the Outstanding Senior Lien Bonds issued pursuant to the Outstanding Bond Ordinances, or such 2024 SRF Bonds will be issued on a subordinate, junior lien basis to the Outstanding Senior Lien Bonds and on equal standing and priority of lien with the Outstanding Junior Lien Bonds; and

WHEREAS, all things necessary to the authorization and issuance of the 2024 SRF Bonds under the Constitution and laws of the State of Michigan, particularly Act 94, the Charter and ordinances of the City, and the Outstanding Bond Ordinances, have been done or will be done, and the Council is now empowered and desires to authorize the issuance and sale of the 2024 SRF Bonds; and

WHEREAS, the Council wishes to authorize the Authorized Officers (as defined herein) to finalize the terms of the issuance and sale of the 2024 SRF Bonds without further resolution of the Council.

NOW, THEREFORE, THE CITY OF LANSING RESOLVES:

Section 1. Definitions. All terms not defined herein shall have the meanings set forth in the Outstanding Bond Ordinances and whenever used in this Resolution, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) “2024 SRF Construction Fund” means the 2024 SRF Construction Fund established pursuant to Section 10 of this Resolution for the deposit of the proceeds of the 2024 SRF Bonds for the purpose of constructing and acquiring the 2024 SRF Improvements.

(b) “2024 SRF Improvements” means the following improvements to the System: equipping, improving, rehabilitating, acquiring, constructing and installing certain improvements to the City’s Sewage Disposal System, including but not limited to sanitary sewer overflow remediation, together with any appurtenances and attachments thereto and any related site acquisitions or improvements as required under the Consent Order and evidenced in the Wet Weather Control Plan.

(c) “2024 SRF Bonds” means the Sewage Disposal System SRF Revenue Bonds, Series 2024 authorized by Section 5 of this Resolution for the purpose of paying for the 2024 SRF Improvements and paying the costs of issuing the 2024 SRF Bonds.

(d) “Authority” means the Michigan Finance Authority.

(e) “Authorized Officer” means any one of the following officials of the City: the Mayor, the Deputy Mayor, the Finance Director or the Chief Strategy Officer.

(f) “Bond Reserve Requirement” means the lesser of (1) maximum annual debt service due on the Outstanding Senior Lien Bonds (including the 2024 SRF Bonds, if applicable), (2) 125% of the average annual debt service on Outstanding Senior Lien Bonds, or (3) 10% of the original aggregate face amount of each series of bonds currently outstanding, reduced by the net original issue discount, if any.

(g) “Junior Lien Bonds” means any bonds issued on a subordinate basis to any of the City’s Outstanding Senior Lien Bonds and on a parity basis with the City’s Outstanding Junior Lien Bonds.

(h) “Outstanding Junior Lien Bonds” means the City’s Sewage Disposal System Revenue Bonds (SRF Project #5005-24) (Junior Lien), Series 2022 and Sewage Disposal System Revenue Bonds (SRF Project #5005-25) (Junior Lien), Series 2023.

(i) “Outstanding Senior Lien Bonds” means any bonds currently outstanding under the Outstanding Bond Ordinances, which have not been paid or defeased, payable on a priority basis over the City’s Outstanding Junior Lien Bonds or any additional Junior Lien Bonds.

(j) “Outstanding Bond Ordinances” means Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 30-A, 31-A, 32-A, 33-A, 35-A, 838, 873, 993, 0544, 2010-423 and 2012-269 and by Resolution Nos. 2021-264 and 2022-317.

(k) “Senior Lien Bonds” means any bonds issued pursuant to Section 19 of Ordinance 29-A and on a parity basis with the City’s Outstanding Senior Lien Bonds.

(l) “SRF Program” means the State of Michigan Revolving Fund Program.

Section 2. Conditions Permitting Issuance of Additional Bonds. Pursuant to Section 19 of Ordinance 29-A, if the 2024 SRF Bonds will be of equal standing and priority of lien to the Outstanding Senior Lien Bonds, the Council hereby determines that the 2024 SRF Bonds will be issued within the following parameters:

(a) the average actual or augmented Net Revenues of the System for two consecutive preceding twelve-month operating years ending not more than twenty-eight months from the date of delivery of the 2024 SRF Bonds are equal to at least 130% of the maximum amount of principal and interest thereafter maturing in any operating year on the then Outstanding Senior Lien Bonds and the 2024 SRF Bonds, as required by Section 19(a) of Ordinance No. 29-A; and

(b) the City is not in default in making its required payments to the Operation and Maintenance Fund or the Redemption Fund established by Ordinance No. 29-A.

As applicable, an Authorized Officer shall determine that the conditions of the Outstanding Bond Ordinances including Section 19 of Ordinance 29-A for the issuance of the 2024 SRF Bonds as Senior Lien Bonds have been met.

If the 2024 SRF Bonds will be issued as Junior Lien Bonds, the 2024 SRF Bonds will otherwise be issued pursuant to the requirements of State of Michigan law, the Outstanding Ordinances and specifically the projected annual Net Revenues of the System after payment of the Outstanding Senior Lien Bonds will be at least 1.0x the annual principal and interest due on the 2024 SRF Bonds and any other Outstanding Junior Lien Bonds.

An Authorized Officer is authorized to direct the creation of such accounts and subaccounts within the Funds created by Ordinance 29-A, including but not limited to for the purposes of setting aside Revenues each month as described in Section 13 of Ordinance 29-A for the purpose of paying principal and interest on the 2024 SRF Bonds issued as Junior Lien Bonds, after Revenues have been allocated as required for the Outstanding Senior Lien Bonds.

Section 3. Necessity of 2024 SRF Improvements. It is hereby determined to be necessary for the public health and welfare of the City to proceed to acquire and construct the 2024 SRF Improvements in accordance with approved plans and specifications.

Section 4. Cost and Useful Life of 2024 SRF Improvements. The cost of the improvements to support the City's Wet Weather Control Plan (including the 2024 SRF Improvements) is estimated not to exceed Thirteen Million Dollars (\$13,000,000) including the payment of incidental expenses as specified in Section 5 of this Resolution, which estimate of cost is hereby approved and confirmed, and the period of usefulness of the 2024 SRF Improvements is estimated to be not less than thirty (30) years.

Section 5. Payment of Costs of 2024 SRF Improvements and Authorization of 2024 SRF Bonds. It is hereby determined that the City shall borrow the sum of not-to-exceed Thirteen Million Dollars (\$13,000,000) as finally determined by an Authorized Officer upon the sale of thereof, and the 2024 SRF Bonds shall be issued pursuant to the provisions of Act 94 to pay the cost of acquiring and constructing the 2024 SRF Improvements, including the payment of engineering, legal, financial, bond insurance, underwriter's discount and other expenses incident thereto and incident to the issuance and sale of the 2024 SRF Bonds. The balance of the cost of the 2024 SRF Improvements, if any, will be paid from other funds of the City legally available therefor.

The 2024 SRF Bonds shall be designated as the SEWAGE DISPOSAL SYSTEM [JUNIOR LIEN] REVENUE BONDS (SRF PROJECT #5005-26), SERIES 2024, with such modifications as may be approved by an Authorized Officer, and, unless required by the Authority and as authorized by Act 94, shall not be a general obligation of the City, but be revenue bonds, payable solely out of the Net Revenues of the System. The 2024 SRF Bonds may constitute an Additional Bond as defined in the Outstanding Bond Ordinances, having equal standing and priority of lien as to the Net Revenues of the System with the Outstanding Senior Lien Bonds, or the 2024 SRF Bonds may be issued as Junior Lien Bonds, as determined by an Authorized Officer.

Section 6. Year of Sale. If the 2024 SRF Bonds, or any series thereof, are not sold or delivered in calendar year 2024, then references to the name of the bonds, funds and accounts approved by this Resolution may be changed to reflect the year in which such bonds will be sold or delivered.

Section 7. 2024 SRF Bond Details. The 2024 SRF Bonds shall be issued in the form of one or more fully-registered, nonconvertible bonds, dated as of the date of delivery, payable in annual principal installments in the amounts and on the dates as determined by the order of the EGLE and approved by the Authority and the Authorized Officer, provided that the final payment on the 2024 SRF Bonds shall occur within the period of usefulness of the 2024 SRF Improvements as set forth in Section 4 of this Resolution. Final determination of the principal amount and the payment dates and amounts of principal installments of the 2024 SRF Bonds shall be evidenced by execution of a Purchase Contract (the ***“Purchase Contract”***) between the City and the Authority providing for sale of the 2024 SRF Bonds, and the Authorized Officer is authorized and directed to execute and deliver the Purchase Contract.

The 2024 SRF Bonds shall bear interest at a rate or rates to be determined by the Authorized Officer at the time of execution of the Purchase Contract, but in any event not exceeding the maximum amount permitted by law, payable semiannually on the dates as determined in the Purchase Contract. In addition, if required by the Authority, the 2024 SRF Bonds will bear additional interest, under the terms required by the Authority, in the event of a default by the City in the payment of principal or interest on the 2024 SRF Bonds when due. The 2024 SRF Bonds principal amount is expected to be drawn down by the City periodically, and interest on each installment of the principal amount shall accrue from the date such principal installment is drawn down by the City. Principal installments of the 2024 SRF Bonds will be subject to prepayment prior to maturity as permitted by the Authority and approved by the Authorized Officer.

The Mayor and City Clerk are authorized to execute the 2024 SRF Bonds by manual or facsimile signature. If required, at least one signature on the 2024 SRF Bonds shall be a manual signature. The 2024 SRF Bonds shall have the facsimile corporate seal of the City printed or impressed thereon. The 2024 SRF Bonds may be transferred by the bondholder as provided in the 2024 SRF Bonds as executed.

Section 8. State Revenue Sharing Pledge. If required by the Authority, as additional security for repayment of the 2024 SRF Bonds, the Council agrees to pledge the state revenue sharing payments that the City is eligible to receive from the State of Michigan under Act 140, Public Acts of Michigan, 1971, as amended, to the Authority as purchaser and holder of the 2024 SRF Bonds. The Authorized Officer is authorized to execute and deliver a revenue sharing pledge agreement between the City and the Authority.

Section 9. Applicability of the Outstanding Bond Ordinances. Except to the extent supplemented or otherwise provided in this Resolution (such as if the 2024 SRF Bonds are issued on a subordinate basis to the Outstanding Bonds), the provisions and covenants provided in the Outstanding Bond Ordinances shall apply to the 2024 SRF Bonds issued pursuant to provisions of this Resolution, such provisions of said Ordinances being made applicable to the 2024 SRF Bonds herein authorized, the same as though said 2024 SRF Bonds were originally authorized and issued as a part of the Outstanding Bonds issued pursuant to the Outstanding Bond Ordinances.

Section 10. 2024 SRF Bond Proceeds. The proceeds of the sale of the 2024 SRF Bonds as received by the City shall be deposited in an account separate from other money of the City and held in a bank or banks qualified to act as depository of the proceeds of sale under the provisions of Section 15 of Act 94 designated “2024 SRF Project Construction Fund” (the ***“2024 SRF Construction Fund”***). Moneys in the 2024 SRF Construction Fund shall be applied solely in

payment of the cost of the 2024 SRF Improvements including any engineering, legal and other expenses incident thereto and to the costs of issuance of the 2024 SRF Bonds. Any balance remaining in the 2024 SRF Construction Fund after completion of the 2024 SRF Improvements may be used for any other improvements to the System if such use is permitted by state law and will not cause the interest on the 2024 SRF Bonds to be included in gross income for federal income tax purposes within the meaning of the Internal Revenue Code. Any remaining balance shall be paid into the Redemption Fund and used as permitted by state law.

Section 11. Bond Reserve Requirement. The City hereby covenants and agrees with the holders of the Bonds that, if an Authorized Officer determines that the 2024 SRF Bonds shall have equal standing and priority of lien with the Outstanding Bonds, the City shall maintain on deposit in the Bond Reserve Account an amount not less than the Bond Reserve Requirement. If at any time there is any excess in the Bond Reserve Account over the Bond Reserve Requirement, such excess may be transferred to such fund or account as the City shall direct.

Section 12. Bond Form. The 2024 SRF Bonds shall be in substantially the following form subject to changes, including references to additional security, as may be required by the Authority:

[Form of Bond To Be Completed After Bond Sale]
United States of America
State of Michigan
Counties of Ingham and Eaton

CITY OF LANSING
SEWAGE DISPOSAL SYSTEM
[JUNIOR LIEN] REVENUE BOND (SRF PROJECT #5005-26), SERIES 2024

Interest Rate

Date of Maturity

____%

[Month 1, 20__]

Registered Owner: Michigan Finance Authority

Principal Amount: _____ Dollars (\$_____)

Date of Original Issue: _____, 2024

The CITY OF LANSING, Counties of Ingham and Eaton, State of Michigan (the “City”), for value received, acknowledges itself to owe, and for value received hereby promises to pay, but only out of the hereinafter described Net Revenues of the City’s Sewage Disposal System (hereinafter defined), to the Michigan Finance Authority (the “Authority”) the principal amount of this Bond or so much thereof as shall have been advanced to the City pursuant to a Purchase Contract between the City and the Authority and a Supplemental Agreement by and among the City, the Authority and the State of Michigan acting through the Department of Environment,

Great Lakes, and Energy. During the time funds are being drawn down by the City under this Bond, the Authority will periodically provide the City a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the City of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

The Principal Amount shall be payable on the dates and in the annual principal installment amounts set forth on Schedule I attached hereto and made a part hereof, as Schedule I may be adjusted if less than \$[amount] is disbursed to the City. Interest is first payable on [April 1, 202_/October 1, 202_], and semiannually thereafter, and principal is payable on the first day of [April/October] commencing [April 1, 202_/October 1, 202_] (as identified in the Purchase Contract) and annually thereafter.

The Bond is subject to prepayment by the City prior to maturity only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Notwithstanding any other provision of this Bond, as long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at U.S. Bank Trust Company, National Association or at such other place as shall be designated in writing to the City by the Authority (the "Authority's Depository"); (b) the City agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the City's deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the City and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Additional Interest

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent (2%) above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the City's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this Bond fails to provide sufficient available funds

(together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the City shall and hereby agrees to pay on demand only the City's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.

For prompt payment of principal and interest on this Bond, the City has irrevocably pledged the revenues of its Sewage Disposal System, including all appurtenances, extensions and improvements thereto (the "System"), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the "Net Revenues"), and a statutory lien thereon is hereby recognized and created. [This Bond is of [equal][junior] standing and priority of lien as to the Net Revenues of the System with the _____.]

[This Bond is one of a series of bonds aggregating the principal sum of \$_____, issued pursuant to Ordinance No. 29-A, as amended and supplemented by Ordinance Nos. 30-A, 31-A, 35-A, 838, 873, 993, 0544, 2010-423, Ordinance No. 2012-269, and Resolution Nos. 2021-264, 2022-317 and Resolution No. ____, each duly adopted by the City Council of the City, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan 1933, as amended for the purposes of constructing and acquiring improvements to the System, and refunding certain outstanding sewage disposal system revenue bonds of the City.]

For a complete statement of the revenues from which and the conditions under which this Bond is payable, a statement of the conditions under which additional bonds of equal standing may thereafter be issued and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above-described Ordinances. Copies of the Ordinances are on file at the office of the City Clerk and reference is made to the Ordinances and any and all supplements thereto and modifications and amendments thereof, if any, and to Act 94 for a more complete description of the pledges and covenants securing the bonds, the nature, extend and manner of enforcement of such pledges, the rights and remedies of the registered owners of the bonds with respect thereto and the terms and conditions upon which the bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any resolution or agreement amendatory thereof or supplemental thereto, may be modified or amended by the City, except in specified cases, only with the written consent of the registered owners of at least fifty-one percent (51%) of the principal amount of the bonds then outstanding.

[THIS BOND IS A SELF-LIQUIDATING BOND AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST, SOLELY FROM THE NET REVENUES OF THE SYSTEM AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE ORDINANCES. THE PRINCIPAL AND INTEREST ON THIS BOND ARE SECURED BY THE STATUTORY [FIRST][JUNIOR] LIEN HEREINBEFORE DESCRIBED.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law.

IN WITNESS WHEREOF, the City of Lansing, Counties of Ingham and Eaton, State of Michigan, by authority of its City Council, has caused this bond to be signed for and on its behalf and in its name by the manual or facsimile signatures of the Mayor and Clerk of the City, and the official seal of the City or a facsimile thereof to be impressed or printed hereon, all as of the Date of Original Issue.

CITY OF LANSING
Counties of Ingham and Eaton
State of Michigan

By _____

Its Mayor

(SEAL)

Countersigned:

By _____

Its City Clerk

[FORM OF SCHEDULE I]

Name of Issuer: CITY OF LANSING

EGLE Project No.: 5005-26

EGLE Approved Amt: \$ _____ SCHEDULE I

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the City is repaid. In the event the Order of Approval issued by the Department of Environment, Great Lakes, and Energy (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the City and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order, or (2) that less than the principal amount of assistance approved by the Order is disbursed to the City by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the City.

<u>Due Date</u>	<u>Amount of Principal Installment</u>
-----------------	--

Interest on the bond shall accrue on principal disbursed by the Authority to the City from the date principal is disbursed, until paid, at the rate of ____% per annum, payable [date], and semi-annually thereafter.

The City agrees that it will deposit with U.S. Bank Trust Company National Association, or at such other place as shall be designated in writing to the City by the Authority (the “Authority’s Depository”) payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority’s Depository has not received the City’s deposit by 12:00 noon on the scheduled day, the City shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority’s administrative costs and lost investment earnings attributable to that late payment.

Section 13. Reimbursement; Non-Arbitrage Covenant. The City declares that it reasonably expects to make advances of funds to make 2024 SRF Improvements. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. §1.150-2 pursuant to the Internal Revenue Code of 1986, as amended (the “**Code**”):

(a) As of the date hereof, the City reasonably expects to reimburse the City for the expenditures described in (b) below with proceeds of debt to be incurred by the City.

(b) The expenditures described in this paragraph (b) are for the costs of acquiring and constructing the 2024 SRF Improvements which were or will be paid subsequent to sixty (60) days prior to the date hereof.

The City covenants and agrees with the holders of the 2024 SRF Bonds that as long as any of the 2024 SRF Bonds remain outstanding and unpaid as to either principal or interest, the City shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the 2024 SRF Bonds pursuant to the Code in such a manner as to cause the 2024 SRF Bonds to be “arbitrage bonds” within the meaning of the Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the 2024 SRF Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City with the 2024 SRF Bonds.

Section 14. Municipal Advisor. The City is separately determining its selection of a municipal advisor, and such selected advisor will act as Municipal Advisor as necessary for the issuance of the 2024 SRF Bonds.

Section 15. Negotiated Sale; Application to EGLE and Authority. The Council has considered the option of selling the 2024 SRF Bonds through a competitive sale and a negotiated sale and determines that it is in the best interest of the City to negotiate the sale of the 2024 SRF Bonds to the Authority because the State Revolving Fund financing program provides significant savings to the City compared to a competitive sale in the municipal bond market. The Authorized Officer and the City’s Director of Public Works are authorized to apply to the Authority and to

EGLE for placement of the 2024 SRF Bonds with the Authority. The actions taken by the Authorized Officer and the Director of Public Works with respect to the 2024 SRF Bonds prior to the adoption of this Resolution are ratified and confirmed. The Authorized Officer is authorized to sell the 2024 SRF Bonds to the Authority and to execute and deliver the Purchase Contract, the Supplemental Agreement and the Issuer's Certificate in the forms provided by the Authority. The Authorized Officer and the Director of Public Works are further authorized to execute and deliver such contracts, documents and certificates as are necessary or advisable to qualify the 2024 SRF Bonds for the State Revolving Fund program.

Section 16. Bond Counsel. The City hereby appoints Dykema Gossett PLLC as Bond Counsel with respect to the 2024 SRF Bonds notwithstanding Dykema's occasional representation of the Authority in other unrelated transactions.

Section 17. Other Actions. The officers, administrators, agents and attorneys of the City are authorized and directed to take all other actions necessary and to facilitate issuance, sale, and delivery of the 2024 SRF Bonds, and to execute and deliver all other agreements, documents, and certificates and to take all other actions necessary or convenient to complete the issuance and delivery of the 2024 SRF Bonds in accordance with this Resolution, and to pay costs of issuance including Bond Counsel fees, Municipal Advisor fees, filing fees with State Treasury, costs of printing the 2024 SRF Bonds, and any other costs necessary to accomplish sale and delivery of the 2024 SRF Bonds. The Authorized Officer is authorized to determine final bond details for the 2024 SRF Bonds, to the extent necessary or convenient to complete the transactions authorized by this Resolution, to exercise the authority and make determinations authorized pursuant to Section 7a(1)(c) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters.

Section 18. Rates and Charges. Rates shall be fixed and revised from time to time by the Council so as to produce amounts that are sufficient to pay the expenses of administration and the costs of operation and maintenance of the System, to provide an amount of revenues adequate for the payment of principal of and interest on the SRF 2024 Bonds, reserve, replacement and improvement requirements, if any, and to otherwise comply with all requirements and covenants provided herein; and such that are reasonably expected to yield annual Net Revenues of the System to maintain compliance with Section 19 of Ordinance No. 29-A for any then Outstanding Senior Lien Bonds and equal to at least 100% of the average annual principal and interest thereafter maturing in any fiscal year on the then Outstanding Junior Lien Bonds; and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, review the rates and charges for its services and promptly revise such rates and charges as necessary to comply with the foregoing requirement. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System, the cost of maintaining, repairing, and operating the System, and the amounts necessary for the retirement of all SRF 2024 Bonds and interest accruing on all SRF 2024 Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirement of this and the preceding sections.

Section 19. No Free Service. No free service shall be furnished by the System to the City or to any individual, firm or corporation, public or private, or to any agency or instrumentality.

Section 20. Defeasance. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on any of the 2024 SRF bonds, shall be deposited in trust, this Resolution shall be defeased with respect to such Bonds (the ***“Defeased Bonds”***), and the owners of the Defeased Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein. Defeased Bonds shall be treated as if they have been redeemed for all purposes under this Resolution.

Section 21. Fiscal Year of System. The fiscal year for operating the System shall coincide with the fiscal year of the City.

Section 22. Repeal, Savings Clause. All ordinances, resolutions of orders, or parts thereof, in conflict with the provisions of this Resolution are repealed.

Section 23. Severability; Paragraph Headings, and Conflict. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such action, paragraph, clause or provision shall not affect any of the other provisions of this Resolution. The paragraph headings in this Resolution are furnished for convenience of reference only and shall not be considered to a part of this Resolution.

Section 24. Publication and Recordation. This Resolution shall be published in full in the Lansing City Pulse, a newspaper of general circulation in the City of Lansing, qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the President of the Council and the City Clerk.

Section 26. Effective Date. As provided in Act 94, this Resolution shall be effective upon its adoption.

Passed and adopted by the City of Lansing, Counties of Ingham and Eaton, State of Michigan, on _____, 202_.

[Remainder of page intentionally left blank]

I hereby certify that the foregoing is a true and complete copy of Resolution adopted by the City Council of the City of Lansing, Counties of Ingham and Eaton, State of Michigan, at a Regular Meeting held on _____, 202_, and that said meeting was conducted and public notice of said meeting was given pursuant to the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act No. 267.

I further certify that the following City Council members were present at said meeting: _____ and that the following City Council members were absent: _____.

I further certify that City Council member _____ moved adoption of said Resolution, and that the motion was supported by: _____. A second is not required under Mason's Manual of Legislative Procedure, which are the rules governing the City Council.

I further certify that the following City Council members voted for adoption of said Resolution, _____ and that the following City Council members voted against adoption of said Resolution. _____

_____ Lansing City Clerk.

General Fund 2023-2024

Organization	Grant Amt	September
Advent House Ministries-EFHTRR	\$ 10,000	2,419.03
Advent House Ministries-HARA	\$ 30,000	
Advent House Ministries-Permanent Housing for Families	\$ 10,000	1,145.84
Advent House Ministries-PSH Hope Housing Expansion Program	\$ 17,500	3,310.22
Advent House Ministries-Weekend Day Shelter	\$ 30,000	7,324.76
Allen Neighborhood Center	\$ 27,000	7,040.68
BCFI-Building Child & Family Initiatives	\$ 16,720	0.00
Big Brothers Big Sisters MI Capital Region	\$ 20,000	5,000.00
Boys & Girls Club of Lansing	\$ 55,000	14,250.00
Capital Area Community Services	\$ 45,000	0.00
Capital Area District Libraries	\$ 15,000	3,750.00
Carol J. Greer Community Learning Center of St. Stephen's Community Church	\$ 18,000	649.70
Child & Family Charities-Family Growth Center	\$ 10,000	2,500.00
Child & Family Charities-Gateway Youth Services	\$ 30,000	7,500.00
Child & Family Charities-Teen Accountability & Prevention Programs	\$ 6,000	1,500.00
CMHA-CEI Bridges Crisis Unit	\$ 50,000	12,500.00
CMHA-CEI The Recovery Center	\$ 40,000	10,000.00
Cristo Rey Community Center	\$ 30,000	7,500.00
Eastside Community Action Center-Off the Streets	\$ 30,000	3,500.00
Eastside Community Action Center-Youth Services Programming	\$ 10,000	5,000.00
EVE, Inc	\$ 35,000	6,620.21
Forster Woods Adult Day Services	\$ 25,000	6,250.00
Girl Scouts Heart of Michigan	\$ 7,000	3,465.00
Greater Lansing Food Bank-Garden Project	\$ 7,500	1,875.00
Greater Lansing Food Bank-Mobile Food Distributions	\$ 30,000	7,500.00
Habitat for Humanity-Accessibility Ramps	\$ 5,000	3,339.00
Habitat for Humanity-Critical Home Repairs	\$ 25,000	10,979.00
Habitat for Humanity-Homeownership	\$ 40,000	14,318.00
Helping Women Period	\$ 35,000	8,750.00
His Healing Hands Urgent Care Center	\$ 25,000	6,000.00
Holy Cross Services New Hope Community Center-HELP	\$ 50,000	12,205.67
Holy Cross Services New Hope Community Center-Shelter Services	\$ 105,000	27,629.61
Hospice of Lansing & Stoneleigh Residence	\$ 10,000	3,229.07
Ingham Health Plan Corporation	\$ 15,000	4,551.70
Ingham-City of Lansing Community Corrections Advisory Board	\$ 15,000	3,750.00
International Humanitarian Services	\$ 20,000	
Justice in Mental Health Organization	\$ 7,000	1,902.46
KCS Angels	\$ 23,500	4,500.00
Lansing First Presbyterian Food Pantry	\$ 5,000	
Lansing Regional Sister Cities Commission	\$ 20,000	0.00
Legal Services of South Central Michigan	\$ 80,000	20,000.00

LMTS Community Outreach Services-Eat Good, Feel Good, Look Good	\$ 24,000	5,241.00
LMTS Community Outreach Services-Family Matters	\$ 20,000	5,041.00
Loads of Love-Spirit of Peace Church of the Brethren	\$ 5,000	0.00
Loaves & Fishes Ministries	\$ 20,000	6,251.34
LPD Explorer Post	\$ 3,000	0.00
LPD G.R.E.A.T	\$ 2,100	2,100.00
Michigan Crossroads Council, Boy Scouts of America	\$ 5,000	0.00
Mid-Michigan Recovery Services	\$ 30,000	7,500.00
Northwest Initiative	\$ 25,000	6,250.00
Old Newsboys of Greater Lansing	\$ 10,000	
Peckham, Inc	\$ 19,905	1,399.00
REACH Studio Art Center-Art Truck	\$ 8,000	3,458.00
REACH Studio Art Center-Teen Programs	\$ 12,000	3,000.00
Refugee Development Center	\$ 50,000	6,637.14
Resolution Services Center of Central MI	\$ 40,000	14,439.58
Retired & Senior Volunteer Programs	\$ 15,000	1,715.14
Saint Vincent Catholic Charities	\$ 10,000	3,243.76
Sleep in Heavenly Peace	\$ 10,000	0.00
Southside Community Coalition	\$ 30,000	7,500.00
The Advancement Corporation	\$ 15,000	4,289.00
The Davies Project	\$ 35,000	1,714.49
The Salvation Army	\$ 18,000	9,203.09
Tri-County Office on Aging	\$ 10,000	2,500.00
United Mentoring Program-Walk in Truth Ministries	\$ 25,000	0.00
United Way of South Central Michigan-Central Michigan-211	\$ 10,000	2,500.00
United Way of South Central Michigan-VITA	\$ 15,000	3,750.00
Women's Center of Greater Lansing-Counseling, Support Groups & Crisis Couns	\$ 20,000	19,032.40
Women's Center of Greater Lansing-Financial Literacy & Economic Empowerment	\$ 20,000	4,718.34
YMCA of Metropolitan Lansing	\$ 15,000	3,750.00

Notes: Explanations provided for more than 10% deviation. Agency spending patterns vary, with some spending all City funds. Some new programs may wait to receive City funds prior to spending. All late reporters have been contacted.

December	March	June	Expended	Balance	% Spent	Notes
			2,419.03	7,580.97	24.19%	
			0.00	30,000.00	0.00%	Contract pending
			1,145.84	8,854.16	11.46%	Match funds
			3,310.22	14,189.78	18.92%	
			7,324.76	22,675.24	24.42%	
			7,040.68	19,959.32	26.08%	
			0.00	16,720.00	0.00%	Plan to spend Q2-Q4
			5,000.00	15,000.00	25.00%	
			14,250.00	40,750.00	25.91%	
			0.00	45,000.00	0.00%	Grant change pending
			3,750.00	11,250.00	25.00%	
			649.70	17,350.30	3.61%	Plan to spend Q2-Q4
			2,500.00	7,500.00	25.00%	
			7,500.00	22,500.00	25.00%	
			1,500.00	4,500.00	25.00%	
			12,500.00	37,500.00	25.00%	
			10,000.00	30,000.00	25.00%	
			7,500.00	22,500.00	25.00%	
			3,500.00	26,500.00	11.67%	Plan to spend Q2-Q4
			5,000.00	5,000.00	50.00%	
			6,620.21	28,379.79	18.91%	
			6,250.00	18,750.00	25.00%	
			3,465.00	3,535.00	49.50%	Spends City funds first
			1,875.00	5,625.00	25.00%	
			7,500.00	22,500.00	25.00%	
			3,339.00	1,661.00	66.78%	Seasonal spending
			10,979.00	14,021.00	43.92%	Seasonal spending
			14,318.00	25,682.00	35.80%	
			8,750.00	26,250.00	25.00%	
			6,000.00	19,000.00	24.00%	
			12,205.67	37,794.33	24.41%	
			27,629.61	77,370.39	26.31%	
			3,229.07	6,770.93	32.29%	
			4,551.70	10,448.30	30.34%	
			3,750.00	11,250.00	25.00%	
			0.00	20,000.00	0.00%	Late report
			1,902.46	5,097.54	27.18%	
			4,500.00	19,000.00	19.15%	
			0.00	5,000.00	0.00%	Late report
			0.00	20,000.00	0.00%	Plan to spend Q2-Q4
			20,000.00	60,000.00	25.00%	

			5,241.00	18,759.00	21.84%	
			5,041.00	14,959.00	25.21%	
			0.00	5,000.00	0.00%	Plan to spend Q2-Q4
			6,251.34	13,748.66	31.26%	
			0.00	3,000.00	0.00%	Spring program
			2,100.00	0.00	100.00%	Funded fliers
			0.00	5,000.00	0.00%	Plan to spend Q2-Q4
			7,500.00	22,500.00	25.00%	
			6,250.00	18,750.00	25.00%	
			0.00	10,000.00	0.00%	Contract pending
			1,399.00	18,506.00	7.03%	New program launch
			3,458.00	4,542.00	43.23%	Spring/summer progra
			3,000.00	9,000.00	25.00%	
			6,637.14	43,362.86	13.27%	Plan to spend Q2-Q4
			14,439.58	25,560.42	36.10%	Spends City funds first
			1,715.14	13,284.86	11.43%	Plan to spend Q2-Q4
			3,243.76	6,756.24	32.44%	
			0.00	10,000.00	0.00%	New program launch
			7,500.00	22,500.00	25.00%	
			4,289.00	10,711.00	28.59%	
			1,714.49	33,285.51	4.90%	Plan to spend Q2-Q4
			9,203.09	8,796.91	51.13%	Spends all in Q1-Q2
			2,500.00	7,500.00	25.00%	
			0.00	25,000.00	0.00%	Plan to spend Q2-Q4
			2,500.00	7,500.00	25.00%	
			3,750.00	11,250.00	25.00%	
			19,032.40	967.60	95.16%	Spends City funds first
			4,718.34	15,281.66	23.59%	
			3,750.00	11,250.00	25.00%	

ends first, using other funding sources later in the year or vice versa.

:

am

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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
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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)
2023-08-28 - 8:50:38 PM GMT
-  Document emailed to Joseph Findlater (joe.findlater@dewpoint.com) for signature
2023-08-28 - 8:51:51 PM GMT
-  Email viewed by Joseph Findlater (joe.findlater@dewpoint.com)
2023-08-28 - 8:52:31 PM GMT
-  Document e-signed by Joseph Findlater (joe.findlater@dewpoint.com)
Signature Date: 2023-08-28 - 8:52:53 PM GMT - Time Source: server
-  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

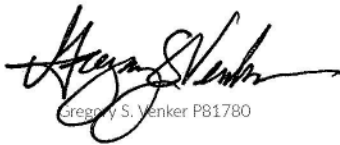
11/1/2023

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
				TOTAL	106,050.00

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	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:

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	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