



TROY CITY COUNCIL

Regular Meeting Agenda

September 14, 2026

Convening at 7:30 PM

**Submitted By
The City Manager**



500 West Big Beaver
Troy, MI 48084
troymi.gov

The Honorable Mayor and City Council Members
City of Troy
500 West Big Beaver
Troy, MI 48084

Dear Mayor and City Council Members,

This agenda has been prepared in accordance with the City Council's Rules of Procedure, offering details to assist in informed deliberations. Many of the items on the agenda also include recommendations from City staff for your review and consideration.

I would like to acknowledge the efforts of numerous City staff members who contributed to preparing this agenda. We have made every effort to ensure the information is thorough and accurate. However, should there be any questions or if further details are needed, City staff remain available to assist at any time.

Please contact the City Manager's Office at CityManager@troymi.gov or (248) 524-3330 for any inquiries or requests for additional information.

Respectfully,

Frank A. Nastasi
City Manager



Chapter 14A- Elected and Appointed Persons' Ethics Ordinance Section 14.3 Annual Training and Acknowledgment

We, the undersigned Members of Troy City Council, have reviewed Chapter 14A- Elected and Appointed Persons' Ethics Ordinance, understand its contents, and agree to be bound by its provisions.

Signed this 17th day of November, 2025.

A blue ink signature of Mayor Ethan Baker, written in a cursive style.

Mayor Ethan Baker

A blue ink signature of Council Member Annalisa Bluhm, written in a cursive style.

Council Member Annalisa Bluhm

A blue ink signature of Council Member Theresa Brooks, written in a cursive style.

Council Member Theresa Brooks

A blue ink signature of Council Member Rebecca Chamberlain, written in a cursive style.

Council Member Rebecca Chamberlain

A blue ink signature of Mayor Pro Tem Hirak Chanda, written in a cursive style.

Mayor Pro Tem Hirak Chanda

A blue ink signature of Council Member Mark Gunn, written in a cursive style.

Council Member Mark Gunn

A blue ink signature of Council Member David Hamilton, written in a cursive style.

Council Member David Hamilton



CITY COUNCIL AGENDA

September 14, 2026 - 7:30 PM

City Council Chambers
500 W. Big Beaver Road
Troy, Michigan 48084
(248) 524-3316

View the Meeting Live at: www.troymi.gov/webcast or on Local
Access Cable Channels (WOW–Ch 10, Comcast–Ch 17, AT&T–Ch 99)

INVOCATION: Senior Pastor David Huffstutler from First Baptist Church of Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. No Public Hearings

**F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY
RESIDENTS AND BUSINESSES:**

**G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC
COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND
BUSINESSES:**

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

I.1. Board and Committee Appointments: a) Mayoral Appointments - None; b) City Council Appointments - Charter Revision Committee

I.2. Board and Committee Nominations: a) Mayoral Nominations - Downtown Development Authority, Global Troy Advisory Committee; b) City Council Nominations - Animal Control Appeal Board, Parks and Recreation Board, Traffic Committee

I.3. No Closed Session Requested

I.4. Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications, Standard Purchasing Resolution 4: Oakland County and Sourcewell Cooperative Purchases, and Budget Amendment for Troy Public Library Bookmobile Carport (*Introduced by Emily Dumas, Library Director*)

J. CONSENT AGENDA:

J.1.a Approval of “J” Items NOT Removed for Discussion

J.1.b Address of “J” Items Removed for Discussion by City Council

J.2. Approval of City Council Minutes

J.2.a. City Council Minutes-Draft - August 31, 2026

J.3. Proposed City of Troy Proclamations: None Submitted

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution #1: Award to Low Bidder for Contract No. 26-04 Stephenson Water Main Rehabilitation

J.5. Emergency Notification Agreement with Oakland County

J.6. Troy v. DB Troy Proposed Consent Judgment

J.7. Request for Approval of Satellite Clerk’s Office and Other Election Services –

November 3rd General Election

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. Announcement of Public Hearings: None Submitted

K.2. Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

N. COUNCIL REFERRALS:

N.1. No Council Referrals Submitted

O. REPORTS:

O.1. Minutes – Boards and Committees: None Submitted

O.2. Department Reports:

O.2.a. Star EMS Response Data - August, 2026

O.3. Letters of Appreciation: None Submitted

O.4. Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

P.1. No Council Comments

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

R. CLOSED SESSION

R.1. No Closed Session Requested

S. ADJOURNMENT

2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Saturday, November 21, 2026	November 2026 Advance
Monday, December 7, 2026	Closed Session - City Manager and City Attorney Evaluations

2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting



CITY COUNCIL AGENDA September 14, 2026 - 7:30 PM

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Access Cable Channels (WOW-Ch 10, Comcast-Ch 17, AT&T-Ch 99)

INVOCATION: Senior Pastor David Huffstutler from First Baptist Church of Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

- a) Mayor Ethan Baker
Annalisa Bluhm
Theresa Brooks
Rebecca A. Chamberlain
Hirak Chanda
Mark Gunn
David Hamilton
- b) Excuse Absent Council Members:

Suggested Resolution
Resolution #2026-09-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Special City Council and Regular City Council Meetings of September 14, 2026, due to _____.

Yes:
No:

MOTION CARRIED / FAILED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

In accordance with the Rules of Procedure for the City Council:

Any person not a member of the City Council may address the Council with recognition of the Chair, after clearly stating the nature of his/her inquiry or comment. NOTE TO THE PUBLIC: City Council requests that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel that the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not resolved satisfactorily, to the Mayor and Council.

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda Items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

Prior to Public Comment, the Mayor may provide a verbal notification of the rules of decorum for City Council meetings or refer to the pre-printed agenda booklet, which will include the following language, as approved by City Council:

Please direct your comments to the City Council as a whole rather than to any individual. Please do not use expletives or make derogatory or disparaging comments about any individual or group. If you do, there may be immediate consequences, including being muted and having your comments omitted from any re-broadcast of the meeting. Please abide by these rules in order to minimize the possibility of disrupting the meeting.

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

I.1. Board and Committee Appointments: a) Mayoral Appointments - None; b) City Council Appointments - Charter Revision Committee

a) Mayoral Appointments - None

b) City Council Appointments:

Suggested Resolution

Resolution #2026-09-

Moved by

Seconded by

RESOLVED, That the City Council of the City of Troy hereby **APPOINTS** the following nominated person(s) to serve on Boards and Committees as indicated:

Charter Revision Committee

Appointed by Council

7 Regular Members

3 Year Term

Nominations to the Charter Revision Committee:

Term Expires: 4/30/2027	Kelly Walters
	Term currently held by: Vacancy
Term Expires: 4/30/2029	Schuyler Von Oeyen
	Term currently held by: David Fukuzawa
Term Expires: 4/30/2029	Frank Howrylak
	Term currently held by: Frank Howrylak

Yes:

No:

MOTION CARRIED / FAILED

I.2. Board and Committee Nominations: a) Mayoral Nominations - Downtown Development Authority, Global Troy Advisory Committee; b) City Council Nominations - Animal Control Appeal Board, Parks and Recreation Board, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution
Resolution #2026-09-
Moved by
Seconded by

RESOLVED, That the Mayor of the City of Troy hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 3
Baker, Ethan		11/8/2027	At Large; Mayor per State Statute	
Blair, Timothy	4/26/2025	9/30/2027	In District	
Keisling, Laurence	9/2/2026	9/30/2028	At Large	
Kiriluk, Alan	9/29/2022	9/30/2028	In District	
Knollenberg, Martin	8/30/2025	9/30/2027	In District	
Koza, Kenny	7/10/2027	9/30/2029	In District	
Kuppa, Padma	5/29/2028	9/30/2026	At Large	
MacLeish, Daniel	6/28/2023	9/30/2028	In District	
Orlans, Linda	10/9/2026	9/30/2028	In District	
Reschke, Ernest	7/5/2024	9/30/2026	At Large	
Richards, John	2/13/2025	9/30/2026	In District (Resident Member)	No Reappointment
Stone, David	3/11/2023	9/30/2027	In District	
Tomcsik-Husak, Tara	9/22/2022	9/30/2028	In District	

Nominations to the Downtown Development Authority:

Term Expires: 9/30/2030	In District Resident Member
Term currently held by: John Richards - Resigned 8/3/2026	

Term Expires: 9/30/2030		At Large
	Term currently held by:	
Term Expires: 9/30/2030		At Large
	Term currently held by:	

Interested Applicants:

Name	Appointment Expiration	Notes 1	Notes 2
Beyer, Joseph	10/15/2026	In District	BRA exp 4/30/2027
Catron, Tina	7/15/2027	At Large	ACAB exp 9/30/2028; P&R Bd exp 9/30/2027
Chabay, Bibika	1/30/2027	At Large	
Frisen, Sande	1/2/2027	At Large	BCBA exp ; ZBA exp
Hoef, Paul	9/23/2026	At Large	
Karpowitsch, Alex	8/1/2027	At Large	
Kornacki, Rosemary	2/23/2028	At Large	BRA exp 4/30/2029
Savage, David	2/16/2028	At Large	
Sekhri, Suneel	8/25/2028	At Large	
Vassallo, Joseph	8/25/2028	At Large	BRA exp 4/30/2027

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2
Anam, Kavya	7/15/2027	7/31/2027	Troy HS Student - Graduates 2028	
Baker, Ethan		11/8/2027	Mayor	
Bica-Grodsky, Lisa	9/23/2025	10/30/2026		
Chezick, Edward	10/20/2024	10/30/2028		
Fakhoury, Awni	9/28/2023	10/30/2027		
Ljuljdjuraj, Lula	1/13/2028	7/31/2027	International Academy Student Rep	
Marshall, Everett	1/3/2027	7/31/2027	Athens High School Student Rep.	
Mohideen, Syeda	10/16/2026	10/30/2027		
Natcheva, Daniela	11/8/2021	10/30/2028		
Neal, Lisa	2/24/2028	10/30/2026		

Sekhri, Suneel	11/12/2026	10/30/2027		
Vacancy		10/30/2026	Sadia Cheriguene resigned in 2025	
Vacancy		10/30/2028	Carolina Noguez-Ortiz resigned 1/5/2026	Brownfield Redev Auth exp 4/30/2026
Vacancy		10/30/2026	Michelle Haight resigned 11/3/2025	
Zhou, Yudong	12/7/2024	10/30/2028		

Nominations to the Global Troy Advisory Committee:

Term Expires: 10/30/2026	
	Term currently held by: Vacancy - Michelle Haight resigned
Term Expires: 10/30/2026	
	Term currently held by: Vacancy - Sadia Cheriguene resigned
Term Expires: 10/30/2028	
	Term currently held by: Vacancy-Carolina Noguez-Ortiz resigned

Interested Applicants:

Name	Application Expiration	Notes 1
Amato, Karen	11/19/2027	Liquor Adv. Comm. exp 1/31/2027
Batool, Syeda	3/5/2026	
Comiskey, Ann	1/20/2028	Liquor Adv. Comm. exp 1/31/2027
Devulapalli, Ramachandra	8/29/2026	
Dicker, Susanne Forbes	12/26/2026	
Gill, Jasper	1/13/2028	
Kulchania, Purvi	3/15/2028	IA Student - Graduates 2029
Rodriguez, Olivia	4/13/2028	
Santhosh, Simra		IA Student - Graduates 2027
Singh, Avani		Troy HS Student - Graduates 2027
Swaminathan, Abi	7/8/2027	Traffic Comm exp 1/31/2027; Historic Dist Comm exp 5/15/2027

Yes:

No:

MOTION CARRIED / FAILED

b) City Council Nominations:

Suggested Resolution
Resolution #2026-09-

Moved by
Seconded by

RESOLVED, That the Troy City Council hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Animal Control Appeal Board

Appointed by Council

5 Regular Members

3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Abdullah, Neharunnessa	9/17/2026	9/30/2027			
Catron, Tina	7/15/2027	9/30/2028			
Hashmi, Amin	7/31/2025	9/30/2026			
Petrulis, Al	9/2/2026	9/30/2027			
Saeger, Jayne	5/3/2025	9/30/2026			No Reappointment

Nominations to the Animal Control Appeals Board:

Term Expires: 9/30/2029	
	Term currently held by: Amin Hashmi
Term Expires: 9/30/2029	
	Term currently held by: Jayne Saeger (No Reappointment)

Interested Applicants:

Name	Appointment Expiration	Notes 1	Notes 2
Chabay, Bibika	1/30/2027		
Girling, Janice	8/4/2027		
McCauley, James	2/23/2028		
Swaminathan, Abi	7/8/2027		Traffic Comm exp 1/31/27; Hist. Dist. Comm. exp 5/15/2027

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Brady, Pamela	7/10/2027	9/30/2028			
Brady, Michael	9/2/2026	9/30/2027			
Catron, Tina	11/13/2027	9/30/2027		ACAB exp 9/30/28	
Colussi, Casey	8/20/2022	9/30/2026			
Girling, Janice	8/4/2027	9/30/2028			
Goul, Brian		Chapter 27	Recreation Director		
Jansen, Matt	9/9/2026	7/31/2026	Troy SD Board of Education Representative		
Kulchania, Purvi	3/15/2028	7/31/2027	Student		
Martin, Kelly	5/5/2028	9/30/2026			Requests Reappointment
Mudaliar, Vinodh Kumar	7/29/2027	9/30/2028			

Nominations to the Parks and Recreation Board:

Term Expires: 7/31/2027		Troy SD Board of Education Representative
	Term currently held by: Matt Jansen	
Term Expires: 9/30/2029		
	Term currently held by: Casey Colussi	
Term Expires: 9/30/2029		
	Term currently held by: Kelly Martin	

Traffic Committee
 Appointed by Council
 7 Regular Members
 3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Battle, Timothy	10/22/2026	1/31/2028			
Finlay, G. Scott		Ex-Offio Member	City Engineer		
Hullinger, Peter		Ex-Officio Member	Fire Chief		

Jeeda, Swathi	7/2/2025	7/31/2026	Student- Graduates 2026		
Jones, Joshua		Ex-Officio Member	Police Chief		
Kenkre, Shama	9/11/2026	1/31/2028			
Petrulis, Al	12/11/2027	1/31/2029		ACAB exp 9/30/27	
Rose, Justin	11/5/2023	1/31/2027			
Swaminathan, Abi	9/2/2025	1/31/2027		Hist. Dist. Comm. exp 5/15/27	
Vacancy		1/31/2029	Dr. Jasper Gill resigned 8/25/2026		
Ziegenfelder, Peter	12/14/2024	1/31/2029			

Nominations to the Traffic Committee:

Term Expires: 7/31/2027		Student
	Term currently held by: Swathi Jeeda	
Term Expires: 1/31/2029		
	Term currently held by: Vacant - Dr. Jasper Gill resigned 8/25/2026	

Interested Applicants:

Name	Appointment Expiration	Notes 1	Notes 2
Anam, Kavya		Student - Graduates 2028	
Chambers, Barbara	12/23/2026		
Girling, Janice	8/4/2027		
Kulchania, Purvi		Student - Graduates 2029	
Marshall, Everett	1/3/2027	Student - Graduates 2027	
McGee, Alan	8/25/2028		
Sabaj, Noah	2/28/2026		
Sackrison, Anne	2/23/2028		
Singh, Avani	4/4/2028	Student - Graduates 2027	

Yes:

No:

MOTION CARRIED / FAILED

I.3. No Closed Session Requested

**I.4. Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications, Standard Purchasing Resolution 4: Oakland County and Sourcewell Cooperative Purchases, and Budget Amendment for Troy Public Library Bookmobile Carport
(Introduced by Emily Dumas, Library Director)**

Suggested Resolution

Resolution #2026-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the construction of a Cast-In-Place Concrete Foundation for the Troy Library Bookmobile Carport to low bidder meeting specifications *Hartland Cement Company of Oak Park, MI*, for an estimated cost of \$18,974, as per the bid tabulation opened August 20, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchasing and installation of the Bookmobile Carport to *ClearSpan of Glastonbury, CT*, for an estimated cost of \$28,356.90, as per the Sourcewell Contract 071223-CSS, and as detailed in the quote 1176447 dated September 1, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy City Council **AWARDS** a contract to furnish and install all electrical systems for the Bookmobile Carport to *Shaw Service and Maintenance of Southfield, MI*, for an estimated cost of \$11,688, as per the Oakland County Extended Purchasing Program Contract 008405, and as detailed in the quote dated August 25, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a 15% contingency in the amount of \$8,850, for overages and additional work, if required to complete the project, for a not to exceed project total cost of \$67,850.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Library Capital Projects Fund and Library Operating Fund in the amount of \$67,850.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

Yes:

No:

MOTION CARRIED / FAILED

J. CONSENT AGENDA:

J.1.a Approval of “J” Items NOT Removed for Discussion

Suggested Resolution

Resolution #2026-09-

Moved by
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented with the exception of Item(s) _____, which shall be **CONSIDERED** after Consent Agenda (J) items, as printed.

Yes:
No:

MOTION CARRIED / FAILED

J.1.b Address of “J” Items Removed for Discussion by City Council

J.2. Approval of City Council Minutes

Suggested Resolution
Resolution #2026-09-

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

J.2.a. City Council Minutes-Draft - August 31, 2026

J.3. Proposed City of Troy Proclamations: None Submitted

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution #1: Award to Low Bidder for Contract No. 26-04 Stephenson Water Main Rehabilitation

Suggested Resolution
Resolution #2026-09-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 26-04, Stephenson Water Main Rehabilitation, to *Pamar Enterprises, Inc., 31604 Pamar Court, New Haven, MI 48084*, for their low total bid of \$2,368,975.00 (base bid & alternate bid).

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates, and all specified requirements, and if additional work is required, such additional work is **AUTHORIZED** in an amount not to exceed 5% of the total project cost.

J.5. Emergency Notification Agreement with Oakland County

Suggested Resolution
Resolution #2026-09-

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **APPROVES** entering into an Emergency Notification Agreement with Oakland County for the next five years.

BE IT FURTHER RESOLVED, That the Troy Communications Director is **AUTHORIZED** to **EXECUTE** the Emergency Notification Agreement with *Oakland County*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.6. Troy v. DB Troy Proposed Consent Judgment

Suggested Resolution
Resolution #2026-09-

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the City of Troy v. DB Troy, LLC case, Oakland County Circuit Court case number 2025-213612 CC, and **AUTHORIZES** payment in the amounts stated therein from Account Number 401.449.202.989.022065, and further **AUTHORIZES** the City Attorney or designee to execute the necessary documentation on behalf of the City of Troy; a copy of the Consent Judgment is to be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **APPROVES** the attached Amended Declaration of Taking, and **AUTHORIZES** City Administration to record this document after execution by the Mayor on behalf of the City.

J.7. Request for Approval of Satellite Clerk’s Office and Other Election Services – November 3rd General Election

Suggested Resolution
Resolution #2026-09-

RESOLVED, That Troy City Council hereby **APPROVES** City Management’s request to authorize additional times for the City Clerk’s Office to issue and receive absent voter ballots, and/or register voters, as detailed below, pursuant to requirements of Michigan Election Law:

Troy City Clerk Satellite Office – Troy Community Center (3179 Livernois Rd.), Room 302
Saturday, October 24, 2026 – 8:30am-4:30pm
Sunday, October 25, 2026 – 8:30am-4:30pm
Thursday, October 29, 2026 – 4:00-8:00pm
Saturday, October 31, 2026 – 8:30am-4:30pm
Sunday, November 1, 2026 – 8:30am-4:30pm

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

- K.1. Announcement of Public Hearings: None Submitted**
- K.2. Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted**

- L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**
- M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**
- N. COUNCIL REFERRALS:**
 - N.1. No Council Referrals Submitted**
- O. REPORTS:**
 - O.1. Minutes – Boards and Committees: None Submitted**
 - O.2. Department Reports:**
 - O.2.a. Star EMS Response Data - August, 2026**
 - O.3. Letters of Appreciation: None Submitted**
 - O.4. Proposed Proclamations/Resolutions from Other Organizations: None Submitted**
- P. COUNCIL COMMENTS:**
 - P.1. No Council Comments**
- Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):**
- R. CLOSED SESSION**
 - R.1. No Closed Session Requested**
- S. ADJOURNMENT**

Respectfully submitted,



Frank A. Nastasi
City Manager

2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Saturday, November 21, 2026	November 2026 Advance
Monday, December 7, 2026	Closed Session - City Manager and City Attorney Evaluations

2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.4.

Date: September 10, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Deputy Public Works Director
Emily Dumas, Library Director
Emily Frontera, Purchasing Manager
Phillip Kwik, Assistant Library Director

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications, Standard Purchasing Resolution 4: Oakland County and Sourcewell Cooperative Purchases, and Budget Amendment for Troy Public Library Bookmobile Carport (*Introduced by Emily Dumas, Library Director*)

History

- Troy Public Library services an area of 34 square miles and 89,000 residents. While many public libraries serving a comparably-sized community offer multiple branch locations, Troy has only one Library building. A sizable portion of the City's population is not able to visit the building in person due to various barriers to access.
- To alleviate this situation, in February 2023, the City Council contracted with Farber Specialty Vehicles of Columbus, OH, for the purchase of a Library Bookmobile. (*Resolution 2023-02-031-I-4*) The Bookmobile was delivered to the Library in September 2024.
- In its first 22 months of operation, the Bookmobile made 1,021 stops, attracted 23,127 visitors, and circulated 32,958 items. During the same time, the Bookmobile hosted 222 programs, with 7,798 attendees.
- Today, the Bookmobile makes 50-60 stops per month, including: each of the 19 schools in the Troy School District, elementary through adult education/special education; nine daycares and preschools; 14 residential locations (neighborhoods, apartment complexes, group homes, mobile home parks); the Boys & Girls Club, Daytime Friendship Club, and Troy Farmers Market; and various seasonal community events.
- Unfortunately, Library staff have not been able to find the Bookmobile a permanent home that protects the vehicle from the elements and is conveniently located for staff. DPW has provided a covered spot to park in during the winter, but it is a logistical struggle for staff to drive back and forth from DPW to pick up and drop off the Bookmobile and load and unload

materials between stops.

- For Library Bookmobile services to continue running smoothly, Library staff requests permission to construct an on-site Carport for the vehicle, in the Library loading dock parking lot on the south end of the building.

Purchasing

On August 20, 2026, a bid opening was conducted as required by the City Charter/Code for a Cast-In-Place Concrete Carport Foundation for the Troy Library Bookmobile. The bid was posted on the MITN Purchasing Group website: www.mitn.info. Seven hundred eighty-nine (789) vendors were notified of the bid. Three(3) bid responses were received. Below is a detailed summary of potential vendors for the bid opportunity:

Companies notified via MITN	789
Troy Companies notified via MITN	30
Troy Companies - Active email notification	29
Troy Companies - Active Free	1
Companies that viewed the bid	31
Troy Companies that viewed the bid	1
MITN provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy. Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFOs and Quote opportunities within the City. Active MITN non-paying members are responsible to monitor and check the MITN website for opportunities with the City. Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.	

- The bid responses were reviewed and *Hartland Cement Company of Oak Park, MI*, is the low bidder meeting specifications and is being recommended for award for an estimated cost of \$18,974, as detailed in the attached bid tabulation.
- Pricing for the purchase and installation of the Bookmobile Carport has been secured from *ClearSpan of Glastonbury, CT*, for an estimated cost of \$28,356.90, as detailed in the attached quote 1176447 dated September 1, 2026, and as per the Sourcwell Contract 071223-CSS.
- Pricing to furnish and install all electrical systems for the Bookmobile Carport has been secured from *Shaw Service and Maintenance of Southfield, MI*, for an estimated cost of \$11,668, as detailed in the attached quote dated August 25, 2026, and as per the Oakland County Cooperative Contract 11097.
- City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025. (*Resolution 2025-11-148-J-5*)
- The estimated total cost of this project is \$59,000, plus a 15% contingency, for a not to exceed amount of \$67,850.

Financial

Funds in the amount \$67,850 for this project are available in the Library's fund balance. This project will require a budget amendment in the amount of \$67,850 to the Library Operating

Fund account 271.790.995.401 (Operating Transfers Out to Capital) and to the Library Capital Projects Fund account 401.790.975.900 (Building Improvements) to cover the project cost.

Recommendation

City Management recommends, in the best interest of the City, the following:

- Awarding a contract for the Construction of a Cast-In-Place Concrete Foundation for the Library Bookmobile Carport to low bidder meeting specifications *Hartland Cement Company of Oak Park, MI*, for an estimated cost of \$18,974 at prices contained in the bid tabulation opened August 20, 2026.
- Awarding a contract for the purchase and installation of the Bookmobile Carport to *ClearSpan of Glastonbury, CT*, for an estimated cost of \$28,356.90 as detailed in the attached proposal as per the Sourcewell Cooperative Contract 071223-CSS.
- Awarding a contract for all electrical systems for the Bookmobile Carport to *Shaw Service and Maintenance of Southfield, MI*, for an estimated cost of \$11,668 as detailed in the attached proposal as per the Oakland County Cooperative Contract 11097.

City Management also recommends a 15% contingency in the amount of \$8,850, for overages and additional work, if required to complete the project, for a not to exceed amount of \$67,850.

City Management further recommends that City Council approve a budget amendment to the Library Capital Projects Fund and Library Operating Fund in the amount of \$67,850.

Suggested Resolution:

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the construction of a Cast-In-Place Concrete Foundation for the Troy Library Bookmobile Carport to low bidder meeting specifications *Hartland Cement Company of Oak Park, MI*, for an estimated cost of \$18,974, as per the bid tabulation opened August 20, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchasing and installation of the Bookmobile Carport to *ClearSpan of Glastonbury, CT*, for an estimated cost of \$28,356.90, as per the Sourcewell Contract 071223-CSS, and as detailed in the quote 1176447 dated September 1, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy City Council **AWARDS** a contract to furnish and install all electrical systems for the Bookmobile Carport to *Shaw Service and Maintenance of Southfield, MI*, for an estimated cost of \$11,688, as per the Oakland County Extended Purchasing Program Contract 008405, and as detailed in the quote dated August 25, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a 15% contingency in the amount of \$8,850, for overages and additional work, if required to complete the project, for a not to exceed project total cost of \$67,850.

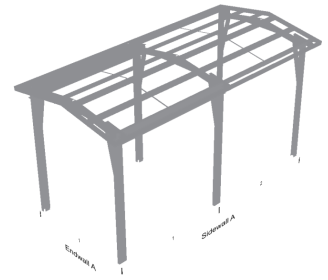
BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Library Capital Projects Fund and Library Operating Fund in the amount of \$67,850.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.



1440 Field of Dreams Way, Dyersville, Iowa 52040

Website: www.clearspan.com Phone: 866.643.1010



BUILDING SPECIFICATIONS

Building Site Address

4693 Rochester Rd
Troy, MI, 48085

Building Dimensions

Width: 14' - 0"	Length: 30' - 0"
Eave Height: 16' - 0"	Roof Pitch: 2:12
Sidewall Bays: 2	Endwall Bays: 1

Building and Site Requirement

Ground Snow Load: 25 psf
Design Roof Snow Load: 21 psf
Wind Load/Exposure: 108 mph C
Soil Bearing Capacity: 1500 psf
Building Code: 2021 IBC
Building Occupancy Category: II
Building Heating: Unheated
Extra Roof Dead Load: 2 psf
Extra Wall Dead Load: N/A

Leanto A Details

Span: N/A Bays: N/A
Drop: N/A Roof Pitch: N/A
Eave Height: N/A

Leanto B Details

Span: N/A Bays: N/A
Drop: N/A Roof Pitch: N/A
Eave Height: N/A

Liner Panel Details

Liner Type: None
Liner Color: N/A
Walls Lined:

Mezzanine Details

Floor Height: N/A Bays: N/A
Live Load: N/A Joist Spacing: N/A

Sheeting and Trim Details

Roof Type: R-Loc 26G Painted
Roof Color: Burnished Slate (BS)
Wall Type: R-Loc 26G Painted
Wall Color: Burnished Slate (BS)
Eave Trim/Gutter Type: Eave Trim
Trim Color: Burnished Slate (BS)

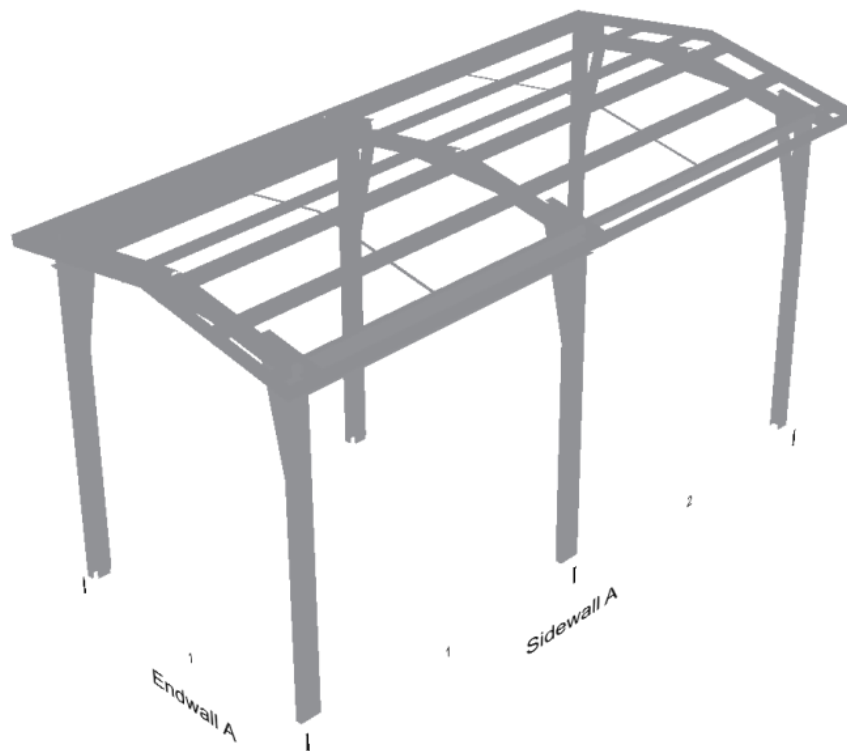
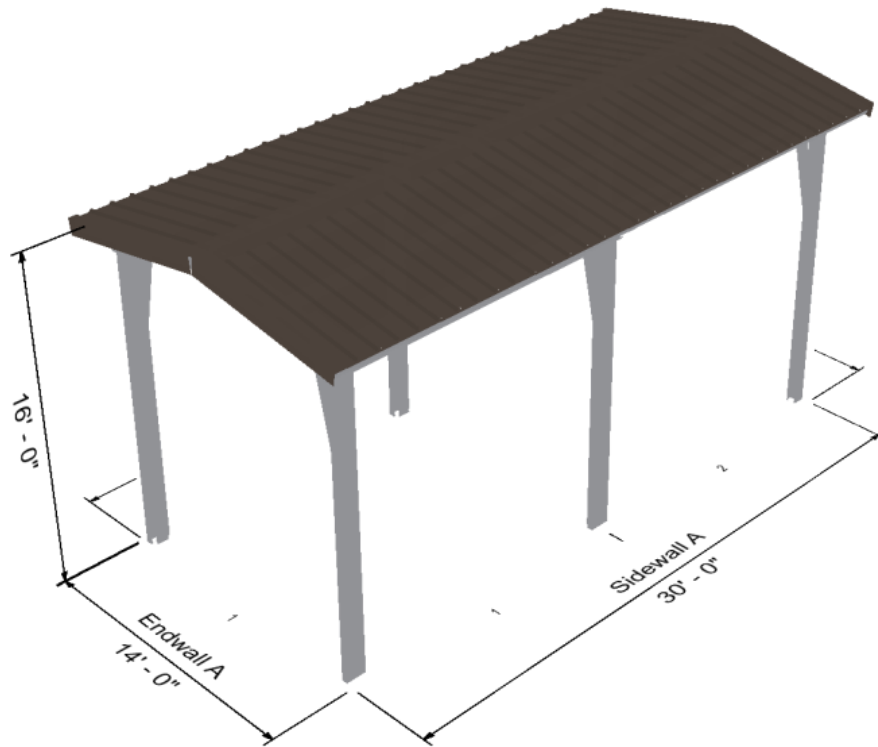
Opening Details

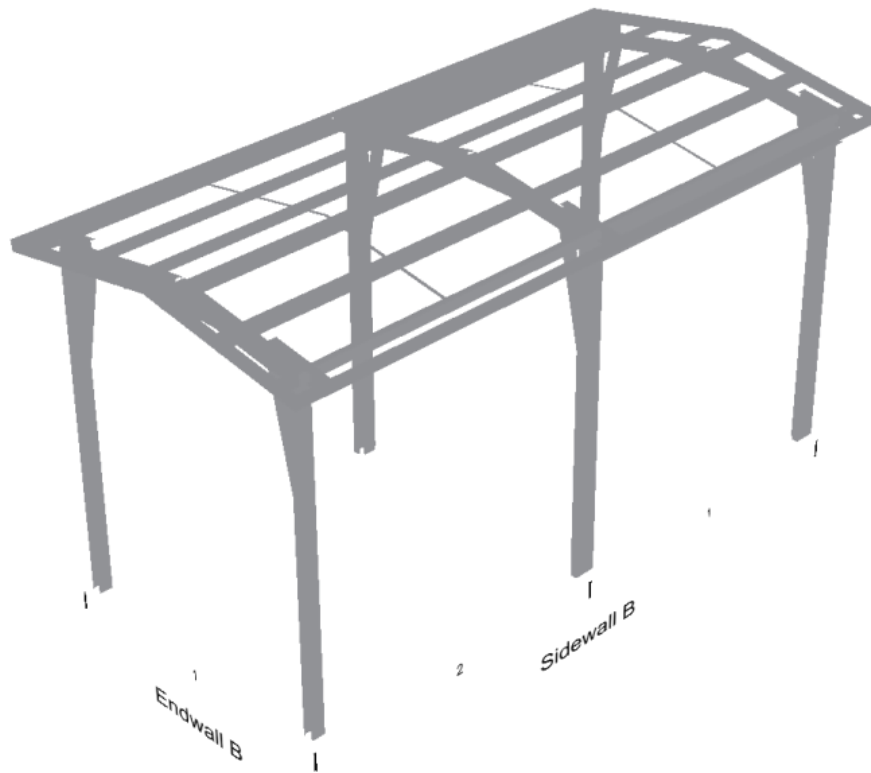
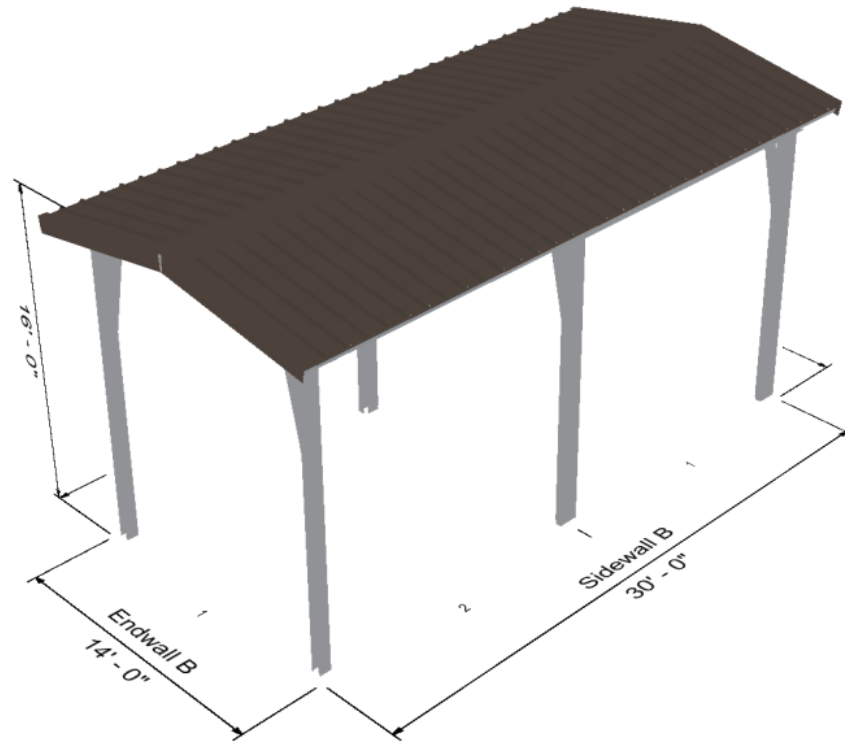
Personnel doors: None
Drive Doors: None
Windows: None
Framed Openings: None
Translucent Panels: None

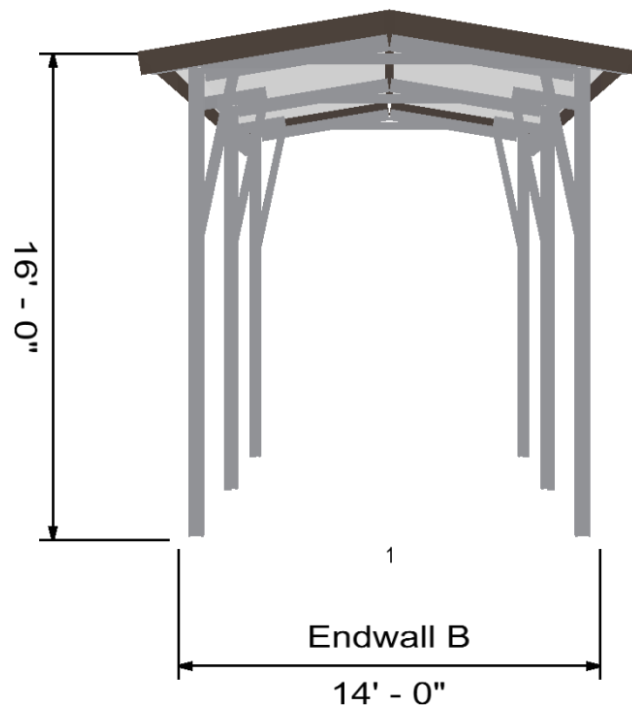
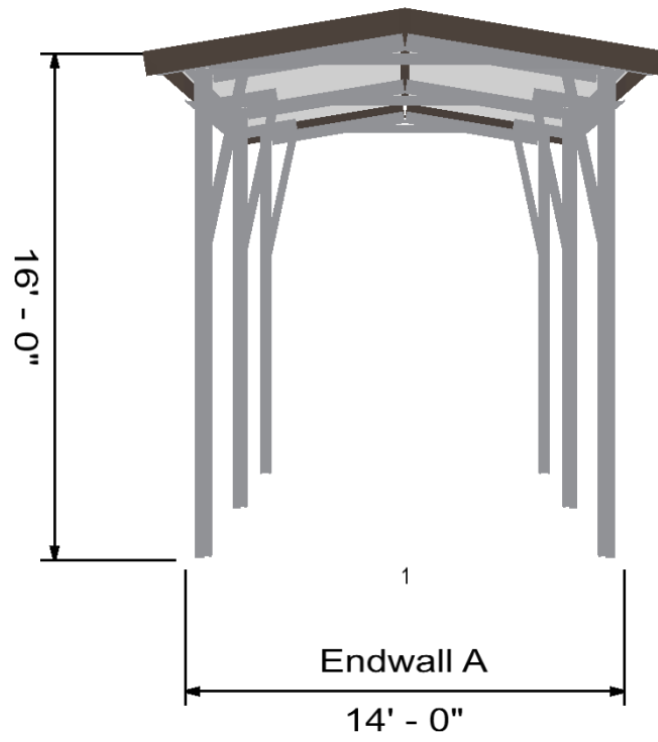
Insulation Details

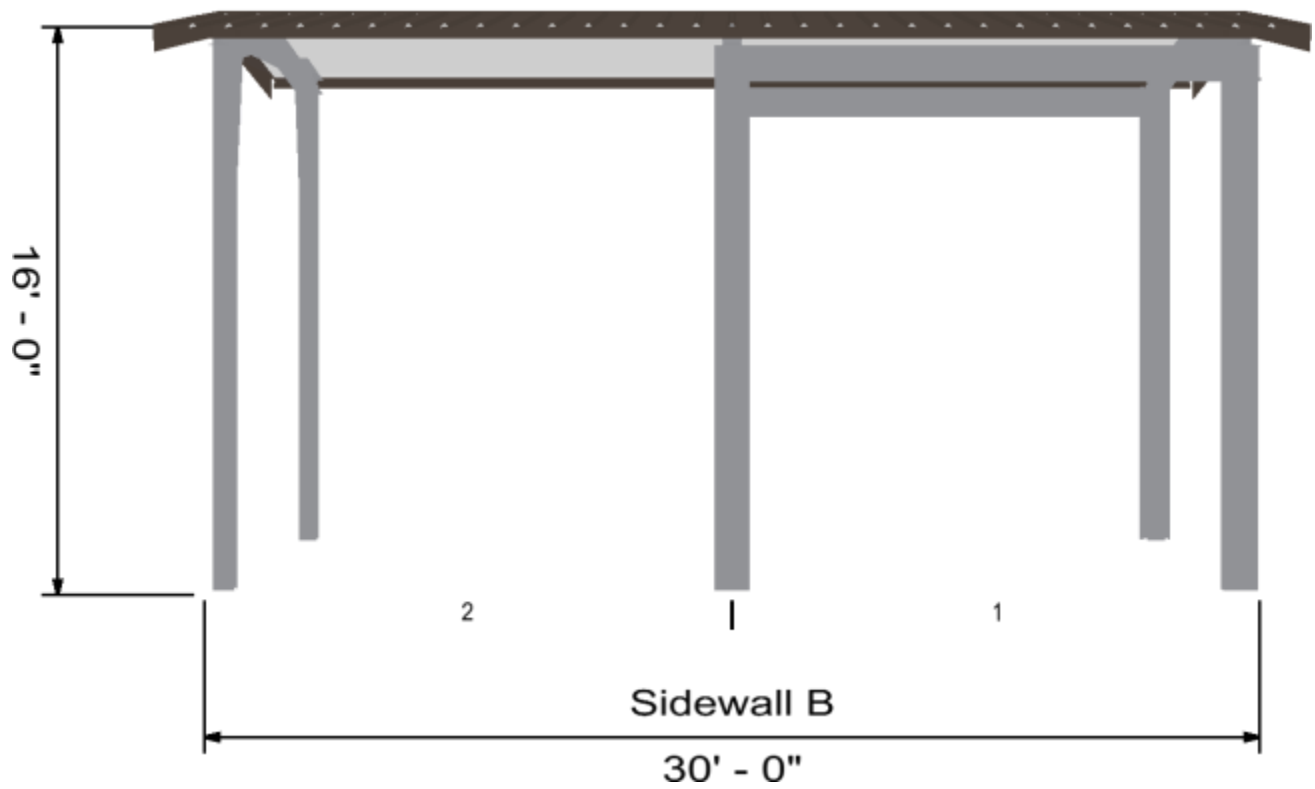
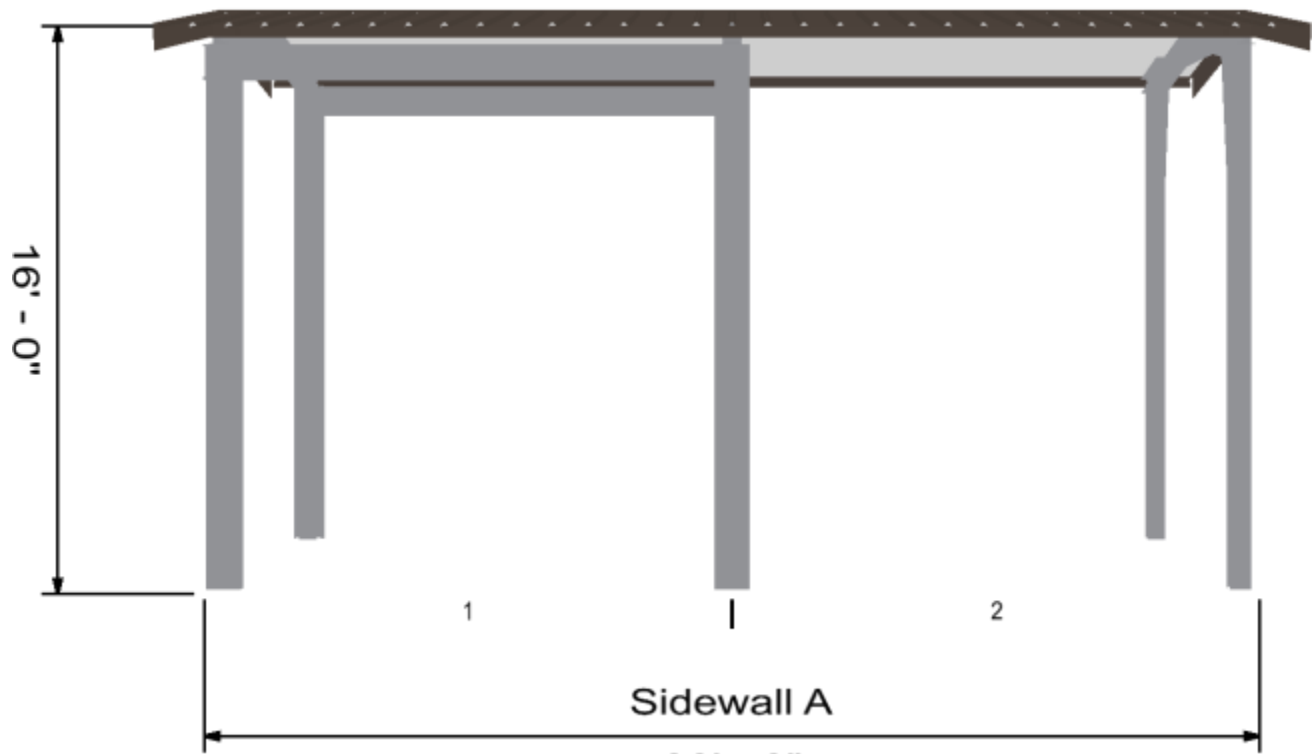
None

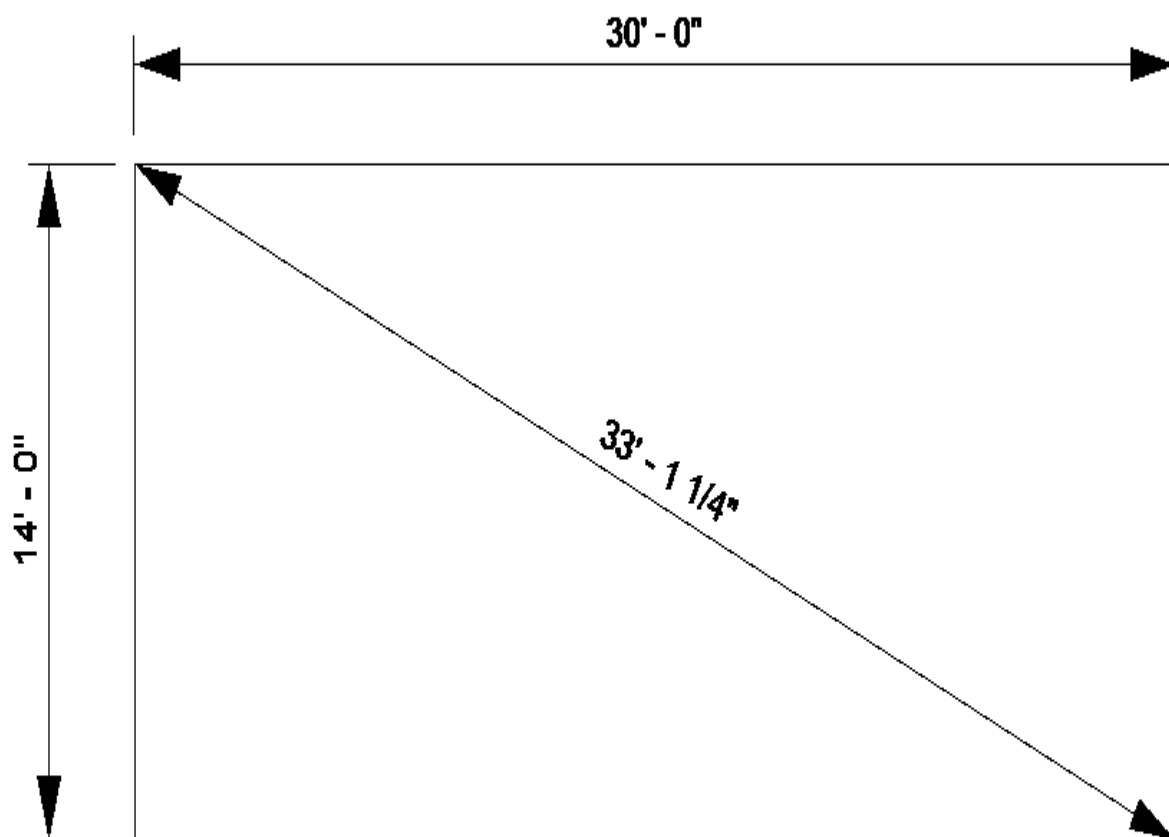
Building Weight: 3171.11 lbs











City Hall - South

Opening Date - 08/20/2026
Date Reviewed - 08/20/2026

CITY OF TROY
BID TABULATION
CONCRETE CARPORT FOUNDATION

ITB-COT 26-19
Pg 1 of 1

VENDOR NAME:	Hartwell Cement Company	JMD Building Restoration	DiMambro Construction Inc.
CITY:	Oak Park, MI	Detroit, MI	Troy, MI
CHECK NUMBER:	2019998580	2019869831	1995220
CHECK AMOUNT:	\$2,500.00	\$2,500.00	\$2,500.00

PROPOSAL: To provide all materials, equipment, labor and supervision necessary for the complete construction of a CASTIN- PLACE CONCRETE FOUNDATION FOR A CLEARSPAN CARPORT (16ft x 32ft slab) at the City of Troy, Troy Public Library

DESCRIPTION	TOTAL	TOTAL	TOTAL
OVERALL TOTAL: CAST-IN-PLACE CONCRETE FOUNDATION 16ft x 32ft SLAB	\$18,974.00	\$26,850.00	\$29,890.00
Site Inspection Preformed: Y/N	Y	Y	Y
Contact Information Provided: Y/N	Y	Y	Y
Can Meet Completion Date: Y/N	Y	Y	Y
Proposed Payment Schedule:	Net 30	Lump Sum	Payment after Completion
References: Y/N	Y	Y	Y
Insurance: Y/N	Y	Y	Y
Warranty:	1 Year	1 Year	1 Year
Completion Date:	10/31/2026	8/19/2026	On or before 10/31/2026
Exceptions:	None	None	None
Acknowledgement: Y/N	Y	Y	Y
Bid Questionnaire: Y/N	Y	Y	Y
Schedule of Values Provided: Y/N	Y	Y	Y
Signed Addendum: Y/N	Y	Y	Y
Forms: Y/N	N	N	Y

ATTEST:

(*Bid Opening conducted via a Zoom Meeting)

Phillip Kwik

Dennis Trantham

Andrew Chambliss

Nellie Bert

Stephanie Kerr

Emily Frontera

Purchasing Manager



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9220460
Quote Number: 1176447

QUOTE

Sourcewell Fabric Contract #: 071223-CSS
Sourcewell PEMB Contract #: 051926-CSS
Page: 1 of 2

Quote To:

CITY OF TROY
500 W BIG BEAVER RD
TROY MI 48084-5254
UNITED STATES

Phone: (248) 524-3300

Sales Person: BRAD WILLIAMS
Office Phone: 800-603-4445 x1241
BWILLIAMS@CLEARSPAN.COM

Ship To:

CITY OF TROY
4693 ROCHESTER RD

TROY, MI 48085-4928

Date: 9/1/2026 Valid for 30 Days

Quote Total 28,356.90

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100113	14W BY 30L COLD FORM METAL PAVILION W 16' EAVE - 1' OVERHANGS ALL SIDES	1.00	9,459.00	9,459.00
2	700011	CUSTOM BEAM DESIGN AND ENGINEERING BUILDING AND SLAB INCLUDED	1.00	0.00	0.00
3	700000	STANDARD WAGE BUILDING INSTALLATION	1.00	15,365.00	15,365.00

Installation estimate for a Cold Form Structure that is 14x30. Building to be installed on concrete foundation that is to be prepared by others and ready upon crews' arrival to site. This building is pavilion style and will be open on all 4 sides.

The installation quote is based on the following assumptions: full and unrestricted access to the site for both crew and equipment; a clear, obstruction-free work area; and sufficient space on-site to unload and stage all necessary materials. The quoted price does not include any foundation work. It is also assumed that all work will be performed under standard labor conditions, including regular working hours and wage rates.

QUOTE - Miscellaneous Charge -

Description	Ext. Price
1.) Freight	3,532.90

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 9220460
Quote Number: 1176447

QUOTE

Sourcewell Fabric Contract #: 071223-CSS
Sourcewell PEMB Contract #: 051926-CSS
Page: 2 of 2

Please Note:

**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*

Disclaimer: *Payment & Performance Bonds and Builders Risk Insurance are not included in this quote unless explicitly stated otherwise. If required, these items must be requested and will be quoted separately.*

Lines Total	24,824.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	3,532.90
Quote Total	28,356.90

Date: 8/25/2026

Proposal ID: SCOT260824001

TO: DENNIS TRANTHAM
City of Troy
4695 Rochester Road
Troy, MI 48085

FROM: Scott Steinmetz
PROJECT: COT Library Carport

Shaw Service and Maintenance Contacts

Scott Steinmetz, Service Project Manager	Direct (248) 228-2080 (619) 651-5800 ssteinmetz@shawsi.com
Dispatch	Direct (248) 228-2080 service@shawsi.com
After Hours Emergency Number	(877) 370-7076
Service Email	service@shawsi.com

<i>Included</i>	<i>Excluded</i>		<i>Included</i>	<i>Excluded</i>	
☒	☐	<i>Sales & Use Tax</i>	☐	☒	<i>Payment & Performance Bonds</i>
☐	☒	<i>Electrical Permit Costs & Fees</i>	☐	☒	<i>Overtime Costs</i>
☐	☒	<i>Fire Division Inspection Fees</i>	☐	☒	<i>Temperature Controls</i>
☐	☒	<i>Building Permit Fees</i>	☐	☒	<i>Patching &/or repair of holes in walls or floors</i>

This Proposal is based upon Shaw Service & Maintenance's Standard Terms and Conditions (see Page 2) unless otherwise indicated below.

SCOPE OF WORK:

Included

- Provide and install a new 30A, 2-pole breaker in the existing electrical panel.
- Provide and install EMT conduit inside the Library from the existing electrical panel to the exterior wall.
- Provide and install PVC conduit underground from the Library to the new bookmobile carport.
- Excavate & backfill trench in green space.
- Provide and install the required conductors for the new 30A circuit.
- Provide and install (1) 30A RV pedestal at the bookmobile carport.
- Make all required electrical connections and terminations.
- Test the new circuit and verify proper operation of the RV receptacle.

Excluded

- Permit fees.
- Engineering or design services.
- Concrete, asphalt, or hardscape removal and replacement.
- Landscaping restoration beyond normal backfill.
- Rock excavation or removal of unforeseen underground obstructions.
- Removal or relocation of existing underground utilities.
- Repairs or modifications to existing electrical equipment.
- Any work outside of the scope specifically described above.

Not to Exceed Price: [\\$11,668.00](#)

Scott M Steinmetz

Shaw Service & Maintenance

Standard Terms & Conditions

1. Payment terms are monthly progress payments net 30 days due.
2. The offering price is valid for 30 days. Shaw Service & Maintenance reserves the right to extend this term without notice.
3. Subcontract terms and conditions are subject to review and approval prior to award of a subcontract to Shaw Service & Maintenance.
4. Terms are pending approval by Shaw Service & Maintenance credit manager.
5. This Proposal is based on the schedule and time durations presented at time of bid. A change in schedule shall constitute a change in scope of work.
6. All equipment furnished is F.O.B. shipping points with freight allowed to jobsite.
7. The price includes a warranty as specified in the Bid Documents. No other warranty is expressed or implied.



22100 Telegraph
Southfield, MI 48033
Phone: (248) 228-2000
Fax: (248) 228-2080

STANDARD SERVICE ELECTRICIAN
Rates Spreadsheet
7/26-6/27 Rates

ESTIMATE NAME:		COT Library Carport		SERVICE ESTIMATE #:		SCOT260824001	
CUSTOMER:		City Of Troy		SHAW REVISION #:		0	
DATED:		8/24/2026		SHAW QUOTE DATE:		8/24/2026	
DESCRIPTION:		Run a conduit inside the Library to the new book mobile carport and install a 30A RV pedestil					



500 West Big Beaver
Troy, MI 48084
troymi.gov

BOARD & COMMITTEE MINUTES COVER SHEET

J.2.a.

Board and Committee Minutes:

J.2.a. City Council Minutes-Draft - August 31, 2026

ATTACHMENT(S):

20260831

Rev. Susie Hierholzer from Big Beaver United Methodist Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, August 31, 2026, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:32 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
Annalisa Bluhm
Theresa Brooks
Rebecca A. Chamberlain
Hirak Chanda
Mark Gunn
David Hamilton

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C.1. Proclamation to Recognize Girl Botz FTC Team 22918 for Outstanding Achievement in Robotics and Community Outreach
- C.2. Awards for "I Voted" Sticker Contest (Presented by: Aileen Dickson, City Clerk)

D. CARRYOVER ITEMS:

- D.1. No Carryover Items

E. PUBLIC HEARINGS:

- E.1. No Public Hearings

F. PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

David Kniffen	Commented on Firefighter Incentive Plan and Flock Cameras
---------------	---

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

H. POSTPONED ITEMS:**H.1. No Postponed Items****I. REGULAR BUSINESS:****I.1. Board and Committee Appointments: a) Mayoral Appointments - Global Troy Advisory Committee; b) City Council Appointments - Parks and Recreation Board, Zoning Board of Appeals****a) Mayoral Appointments**

Resolution #2026-08-123
 Moved by Baker
 Seconded by Chamberlain

RESOLVED, That the Mayor of the City of Troy hereby **APPOINTS** the following nominated person(s) to serve on Boards and Committees as indicated:

Global Troy Advisory Committee

Appointed by Mayor
 12 Regular Members
 3 Year Term

Nominations to the Global Troy Advisory Committee:

Term Expires: 7/31/2027	Everett Marshall	Athens HS Student Rep.
	Term currently held by: Everett Marshall	
Term Expires: 7/31/2027	Lula Ljuljdjuraj	IA Student Rep.
	Term currently held by: Lula Ljuljdjuraj	
Term Expires: 7/31/2027	Kavya Anam	Troy HS Student Rep.
	Term currently held by: Seojin Sarah Lee	

Yes: All-7
 No: None

MOTION CARRIED**b) City Council Appointments**

Resolution #2026-08-124
 Moved by Chanda
 Seconded by Brooks

RESOLVED, That the City Council of the City of Troy hereby **APPOINTS** the following nominated person(s) to serve on Boards and Committees as indicated:

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative
 Regular Member: 3 Year Term / Troy School Board Member: 1 Year Term

Nominations to the Parks and Recreation Board:

Term Expires: 7/31/2027	Purvi Kulchania	Student
	Term currently held by: Sanika Atmakur	

Zoning Board of Appeals

Appointed by Council

7 Regular Members; 2 Alternates
 3 Year Term

Nominations to the Zoning Board of Appeals:

Unexpired Term Expiring: 1/31/2027	Amin Hashmi	Alternate
	Term currently held by: Vacant-Jeffrey Forster appt'd as Regular Member	

Yes: All-7
 No: None

MOTION CARRIED

I.2. Board and Committee Nominations: a) Mayoral Nominations - None; b) City Council Nominations - Charter Revision Committee

a) Mayoral Nominations: None

b) City Council Nominations:

Resolution #2026-08-125
 Moved by Chanda
 Seconded by Gunn

RESOLVED, That the Troy City Council hereby **FORWARDS** the following nominated person(s) to serve on the Boards and Committees as indicated to the next Regular City Council Meeting for action:

Charter Revision Committee

Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Charter Revision Committee:

Unexpired Term Expires: 4/30/2027	Kelly Walters
	Term currently held by: Vacancy
Term Expires: 4/30/2029	Schuyler Von Oeyen
	Term currently held by: David Fukuzawa
Term Expires: 4/30/2029	Frank Howrylak
	Term currently held by: Frank Howrylak

Yes: All-7
No: None

MOTION CARRIED

I.3. Request for Closed Session

Resolution #2026-08-126
Moved by Baker
Seconded by Chanda

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268(e) - pending litigation – *City of Troy v DB Troy, LLC*, Oakland County Circuit Court case number 2025-213612-CC and *Andrew Magadanz v. Troy*, Oakland County Circuit Court case number 2025-219437-NO.

Yes: All-7
No: None

MOTION CARRIED

**I.4. Notice of Proposed City of Troy Firefighters Incentive Plan (FIP) Changes
(Introduced by: Pete Hullinger, Fire Chief)**

Resolution #2026-08-127
Moved by Hamilton
Seconded by Chamberlain

WHEREAS, The City of Troy highly values the contributions of the members of the Troy Volunteer Fire Department towards the safety and wellbeing of its community; and,

WHEREAS, The City of Troy established the City of Troy Firefighters Incentive Plan ("2023 Incentive Plan"), effective as of May 1, 2023, in recognition of the services provided and to encourage retention within the Troy Volunteer Fire Department; and,

WHEREAS, The Firefighters Incentive Committee, which includes a representative from each fire station, initiated meetings with City Management in January 2026 to propose alternatives to the 2023 Incentive Plan that satisfy the applicable provisions in the Fair Labor Standards Act ("FLSA") and the Internal Revenue Code ("IRC"); and,

WHEREAS, The proposed alternatives have been reviewed by City Administration and shared with volunteer firefighters; and,

WHEREAS, Section 7.1 of the 2023 Incentive Plan states it may be amended and/or terminated at any time and from time to time by the City Council in accordance with applicable law; and,

WHEREAS, Section 7.1 of the 2023 Incentive Plan requires notification to the Volunteer Firefighters Incentive Committee at least 30 days before a proposed amendment or termination will be submitted to City Council for consideration; and,

WHEREAS, Section 7.1 of the 2023 Incentive Plan requires City Council to hold a hearing prior to any action to reduce plan benefits or terminate the 2023 Incentive Plan; and,

WHEREAS, Section 1.6 of the Firefighters Incentive Trust ("Trust") states the provisions of the Trust may be amended at any time by the City Council in accordance with applicable law; and,

WHEREAS, Section 1.6 of the Trust requires at least 30 days advance notification to the Volunteer Firefighters Incentive Committee when a proposed amendment or revision will be submitted to the City Council for consideration; and,

WHEREAS, Section 1.6 of the Trust requires the City Council to hold a public hearing prior to taking any formal action to amend or terminate the Trust;

NOW, THEREFORE, BE IT RESOLVED, That City Management **INTENDS TO PROPOSE** alternatives to the 2023 Incentive Plan and termination of the Trust for City Council consideration on October 5, 2026.

BE IT FURTHER RESOLVED, That the City Council **SHALL HOLD** a public hearing on October 5, 2026 prior to taking any formal action on the 2023 Incentive Plan and the Trust.

BE IT FINALLY RESOLVED, That City Council **DIRECTS** City Administration to immediately provide the required notification, as set forth above, to the Volunteer Firefighters Incentive Committee.

Yes: All-7
No: None

MOTION CARRIED

I.5. Standard Purchasing Resolution 2 Award to Low Bidder Meeting Specifications; Standard Purchasing Resolution 4 Cooperative Purchasing Contract; Bid Waiver; and Budget Amendment for Library Technology Center Redesign (*Introduced by: Emily Dumas, Library Director*)

Resolution #2026-08-128
Moved by Chanda
Seconded by Gunn

RESOLVED, That Troy City Council hereby **AWARDS** a contract for millwork services for the Technology Center Redesign to low bidder meeting specifications, *Vivid Millwork & Carpentry, Inc. of Sterling Heights, MI*, for an estimated cost of \$73,000, as per the bid tabulation opened July 30, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish and install all electrical systems and all data cabling systems in the Technology Center to *Shaw Service and Maintenance of Southfield, MI*, for an estimated cost of \$104,293, as per the Oakland County Extended Purchasing Program Contract 11097, and as detailed in the quotes date June 9, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to furnish and upgrade all mechanical systems in the Technology Center to *Limbach of Pontiac, MI*, for an estimated cost of \$50,600, as per the Oakland County Extended Purchasing Program Contract 009746, and as detailed in the quote dated May 20, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for Herman Miller/MillerKnoll furnishings and installation to *American Interiors of Novi, MI*, for an estimated cost of \$13,238.92, as per the OMNIA Partners Contract 2020000622, and as detailed in the quote dated August 18, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for Steelcase furnishings and installation to *NBS of Troy, MI*, for an estimated cost of \$14,973.46, as per the OMNIA Partners Contract 2019.001899, and as detailed in the quote dated August 19, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for Allsteel, SitOnIt, and Media Technologies furnishings and installation to *Interiors Environmental of Novi, MI*, for an estimated cost of \$18,513.53, as per the OMNIA Partners Contracts R240102, 202000604, 07-106, 07-107, and as detailed in the quote dated July 30, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council, in the best interest of the City, hereby **WAIVES** the bid process and **AWARDS** a contract for custom panel furnishing to *MDC Interior Solutions of Glendale Heights, IL*, for an estimated cost of \$6,576.77, as detailed in the quote dated June 5, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for Peter Pepper furnishings and installation to *NBS of Troy, MI*, for an estimated cost of \$2,921.21, as detailed in the quote dated August 21, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of ceiling materials from *Home Depot* for an estimated cost of \$7,571.08, as per the OMNIA Partners Purchasing Contract 16154, and as detailed in the quote dated June 16, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to purchase a patch panel and a networking switch from *CDW-G* for an estimated cost of \$2,878.31, as per the Sourcewell Cooperative Pricing Contract 121923, and as detailed in the undated quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the expenditure of Capital Funds for ceiling installation, painting, and miscellaneous labor, to be completed by the City of Troy's Facilities Division, for an estimated cost of \$8,000.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the expenditure of Capital Funds for paint and miscellaneous building supplies for an estimated cost of \$2,000; replacement technology equipment for an estimated cost of \$3,400; and wayfinding for an estimated cost of \$9,800.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a 15% contingency in the amount of \$47,665, for overages and additional work, if required to complete the project, for a not to exceed project total cost of \$365,431.22.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Library Capital Projects Fund and Library Operating Fund in the amount of \$365.431.22.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

Yes: All-7
No: None

MOTION CARRIED

I.6. **Bid Waiver and Budget Amendment--Self-Checkout Machines (*Introduced by: Emily Dumas, Library Director*)**

Resolution #2026-08-129
Moved by Bluhm
Seconded by Gunn

RESOLVED, That Troy City Council, in the best interest of the City and the Library, hereby **WAIVES** the bid process and **AWARDS** a contract to *EnvisionWare, Inc. of Duluth, GA* for the purchase of six new self-checkout machines and software packages for an estimated cost of \$54,048.00 as detailed in the proposal dated July 22, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** ongoing maintenance beginning Year 2 for an estimated cost of \$6,450.20 and not to exceed annual renewal increase of 5%.

BE IT FINALLY RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment to the Library Capital Projects Fund and Library Operating Fund in the amount of \$54,048.

Yes: All-7
No: None

MOTION CARRIED

I.7. Bid Waiver – Removable Shade Structures – Jeanne M. Stine Community Park (Introduced by Dennis Trantham, Deputy Public Works Director)

Resolution #2026-08-130
Moved by Chamberlain
Seconded by Chanda

RESOLVED, That Troy City Council, in the best interest of the City, hereby **WAIVES** the bid process and **AWARDS** a contract to *FLX Shade of Verona, WI*, for the purchase and installation of proprietary removable shade structures at Jeanne M. Stine Community Park for an estimated amount of \$154,968, as per quote FLX12026183 dated 8/5/2026; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of properly executed insurance certificates and all other specified requirements.

Yes: All-7
No: None

MOTION CARRIED

I.8. Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds and Bid Waiver – Recycled Park Furnishings (Introduced by Dennis Trantham, Deputy Public Works Director)

Resolution #2026-08-131
Moved by Chanda
Seconded by Chamberlain

RESOLVED, That Troy City Council **AUTHORIZES** the expenditure of budgeted funds and, in the best interest of the City, hereby **WAIVES** the bid process and **AWARDS** contracts to *Polly Products of Mulliken, MI*, for the purchase of 45 park benches for an estimated amount of \$24,940.05, and for the purchase of 12 memorial benches for an estimated amount of \$12,026.28 as per quotes 225050 and 225066, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council, in the best interest of the City, hereby **WAIVES** the bid process and **AWARDS** an ongoing contract to *Polly Products of Mulliken, MI* for the purchase of recycled park furnishings.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

J.1.a Approval of “J” Items NOT Removed for Discussion

Resolution #2026-08-132-J-1a
Moved by Hamilton
Seconded by Gunn

RESOLVED, That Troy City Council hereby **APPROVES** all items on the Consent Agenda as presented.

Yes: All-7
No: None

MOTION CARRIED

J.1.b Address of “J” Items Removed for Discussion by City Council

J.2. Approval of City Council Minutes

Resolution #2026-08-132-J-2

RESOLVED, That Troy City Council hereby **APPROVES** the following Minutes as submitted:

J.2.a. City Council Minutes-Draft - August 10, 2026

J.3. Proposed City of Troy Proclamations: None Submitted

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Asphalt Patching Material – COLD

Resolution #2026-08-132-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a contract for seasonal requirements of Asphalt Patching Material – Cold Patch to low bidder meeting specifications, *Ace-Saginaw Paving Co, of Bridgeport, MI*, for an estimated total cost of \$35,000 at the per ton unit price contained in the bid tabulation opened August 13, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, the cost of which shall not exceed annual budgetary limitations, with the contract expiring June 30, 2028.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon the contractor's submission of properly executed bid and proposal documents, including insurance certificates and all other specified requirements.

J.4.b. Standard Purchasing Resolution 2: Award to Sole Bidder Meeting Specifications – 2026-2027 Street Tree Planting

Resolution #2026-08-132-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract for Proposal A and Proposal B to purchase and plant balled and burlap or container grown deciduous trees and evergreen trees to the sole bidder meeting specifications, Monster Tree Service of Troy – NN Tree LLC of Troy, MI, at unit prices contained in the bid tabulation opened August 13, 2026 a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2027.

BE IT FURTHER RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed bid and contract documents, including bonds, insurance certificates and all other specified requirements.

J.4.c. Standard Purchasing Resolution 4: Cooperative Purchasing Contract Awards – Community Center Dehumidification Unit Replacement

Resolution #2026-08-132-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase and installation for the Community Center Dehumidification Unit to Limbach Inc. of Pontiac, MI, for an estimated cost of \$299,450.00, as per Oakland County Purchasing Cooperative Contract #009746; as detailed in the attached proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for Building Management System Controls Integration for the Community Center Dehumidification Unit to MCMI Facility Automation of Sterling Heights, MI, for an estimated cost of \$26,650, as per OMNIA Partners Cooperative Purchasing Contract #R220703; as detailed in the attached proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly executed contract documents, including insurance certificates and all other specified requirements.

J.4.d. Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Sylvan Glen Golf Course-New Cart Building- Professional Engineering Services

Resolution #2026-08-132-J-4d

RESOLVED, That Troy City Council hereby **AUTHORIZES** the expenditure of budgeted capital funds to Hubbell, Roth, and Clark, Inc (HRC) for Professional Engineering Services for a new Cart Barn at Sylvan Glen Golf Course for an estimated total cost of \$55,650 as detailed in the attached proposal; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

J.4.e. Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Professional Engineering Services for Department of Public Works Facilities Storage Building

Resolution #2026-08-132-J-4e

RESOLVED, That Troy City Council hereby **AUTHORIZES** the expenditure of budgeted capital funds to Hubbell, Roth, and Clark, Inc (HRC) for Professional Engineering Services for a new Department of Public Works Facilities Storage Building for an estimated total cost of \$44,150 as detailed in the attached proposal; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations

J.5. 2026/2027 Capital Budget Re-Appropriations

Resolution #2026-08-132-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the re-appropriation of fiscal year 2026 capital budget funds to fiscal year 2027, as outlined in the memorandum.

J.6. Request for Acceptance of a Permanent Easement, Sidwell #88-20-24-377-037

Resolution #2026-08-132-J-6

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for storm sewers and surface drainage from Adham Habbas, owner of the property having Sidwell #88-20-24-377-037.

BE IT FURTHER RESOLVED, That the City Clerk is hereby **DIRECTED TO RECORD** the permanent easements with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.7. Request Approval of a Stormwater Management Operations and Maintenance Agreement, SOC Real Estate Corporation, Sidwell #88-20-17-278-012

Resolution #2026-08-132-J-7

RESOLVED, That Troy City Council hereby **APPROVES** a *Stormwater Management Operations and Maintenance Agreement* between the City of Troy and SOC Real Estate Corporation, outlining a plan to install, maintain, and operate a private stormwater and detention system on the property owned by SOC Real Estate Corporation and identified by Sidwell #88-20-17-278-012.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the Agreement.

BE IT FINALLY RESOLVED, That the City Clerk is **DIRECTED** to **RECORD** the Agreement with Oakland County Register of Deeds, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.8. Request for Recognition as a Nonprofit Organization from Hockey Mentors for Special Players

Resolution #2026-08-132-J-8

RESOLVED, That Troy City Council hereby **APPROVES** the request from Hockey Mentors for Special Players, asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. Announcement of Public Hearings: None Submitted

K.2. Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted

L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Daryl Graham	Commented in opposition to Flock cameras
Benjamin Nickerson	Commented in opposition to Flock cameras
Rishabh Raman	Commented in opposition to Flock cameras

Ethan Waters	Commented in opposition to Flock cameras
John Coski	Commented in opposition to Flock cameras
James Christiani	Commented in opposition to Flock cameras
Arthur Cheng	Commented in opposition to Flock cameras
Justine Galbraith	Commented in opposition to Flock cameras
Alex Smith	Commented in opposition to Flock cameras
Ren Nushaj	Commented in regards to Flock camera system

M. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:

Police Chief Jones said he appreciates the public participation during the meeting tonight, and he explained the functions and benefits of the Flock camera system, and answered questions from City Council regarding the specific functions and procedures in place regarding the system.

Council Member Hamilton responded that he is reconsidering his support of the Flock system. He would support stricter measures regarding the Flock system, and would support the idea of a ballot question put to the voters to see if Troy's voters want to continue with the Flock system in Troy. He said he strongly trusts and supports the Troy Police Department and he knows that the Troy Police are policing the right way.

Council Member Bluhm responded that she would support an ordinance that regulates the use of the Flock system or any similar system, so that there are no questions from Troy residents about what the system is allowed to do, and the procedures for using the system.

Council Member Chamberlain responded that she is moved by the comments made tonight, specifically the comments from residents about feeling their loss of privacy and the feeling of being surveilled. She said this technology and AI require measures for protection and accountability and she is in favor of creating an ordinance.

Council Member Brooks responded that it is important to have these conversations as these topics are becoming more and more relevant as technology and the speed with which it advances. She said protecting health, safety and welfare is top priority and is at the forefront of Council's decisions. She said the data and evidence provided indicates the Troy Police are using this technology appropriately.

Council Member Gunn thanked everyone for the enthusiasm with the discussion tonight. He said he supports the Troy Police, but he also has concerns about privacy. He said the Troy Police Department has safeguards in place and they are using the system appropriately, and it is Council's responsibility to ensure safeguards are in place to protect Troy's residents.

Council Member Chanda said residents want public safety and privacy. He said he supports the Troy Police Department and the continued monitoring of this technology to safeguard the privacy of the residents. He said he is in favor of an ordinance to support public safety while also protecting data and privacy.

Mayor Baker thanked everyone for their comments and the valuable discussion tonight. He said public safety is top priority and he supports the Troy Police Department. He also said he understands the concerns addressed regarding Flock cameras. He obtained consensus of City Council to ask City Administration to provide information whether an ordinance is advisable or would be effective. He obtained consensus of City Council to request that City Administration provide options for placing an advisory question on the ballot or gathering information from a broader group of residents directly. He obtained consensus of City Council to request City Administration provide more information on the policies and procedures in place for the sharing of the Flock information. He obtained consensus of City Council to ask City Administration for the next steps for this discussion.

There was a consensus of City Council to allow a resident to speak who signed up under the incorrect Public Comment section.

Jonathan Trombley commented in opposition to the Flock camera system.

N. COUNCIL REFERRALS:

N.1. No Council Referrals Submitted

O. REPORTS:

O.1. Minutes – Boards and Committees:

O.1.a. Civil Service Commission (Act 78)-Final - June 1, 2026

O.1.b. Downtown Development Authority Minutes - Final - April 15, 2026

O.2. Department Reports:

O.2.a. Star EMS Response Time Report — July 2026

O.2.b. 2026 Resident Engagement and Priority Study

O.2.c. Kresge Foundation Employment Transfer Notice

O.3. Letters of Appreciation: None Submitted

O.4. Proposed Proclamations/Resolutions from Other Organizations: None Submitted

P. COUNCIL COMMENTS:

P.1. Council Comments

Council Member Gunn extended his condolences on the passing of Lt. Charles Noonan of the Troy Fire Department.

Council Member Gunn commented that Troy Family Daze is the weekend of September 17th-20th.

Council Member Hamilton thanked fellow Council Member Mike Radtke from Sterling Heights for valuable conversations on Flock cameras.

Council Member Brooks wished everyone a safe and happy Labor Day.

The Meeting **RECESSED** at 10:27 PM.

The Meeting **RECONVENED** at 10:35 PM.

Q. PUBLIC COMMENT FOR ITEMS ON OR NOT ON THE AGENDA FROM MEMBERS OF THE PUBLIC OUTSIDE OF TROY (NOT RESIDENTS OF TROY AND NOT FROM TROY BUSINESSES):

Gloria	Commented on Project Green Light and against surveillance
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There was a consensus of City Council to allow a resident to speak who had missed the sign-up window.

Troy Resident	Commented in opposition to Flock cameras
Resident Outside Troy	Announced a charitable walk being held at the Troy Nature Center to raise awareness for dysphonia on Saturday, October 3 from 11am-2pm

The Meeting **RECESSED** at 10:41 PM.

The Meeting **RECONVENED** at 10:55 PM.

R. CLOSED SESSION

R.1. Closed Session

S. ADJOURNMENT

The Meeting **ADJOURNED** at 11:10 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk

2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Monday, September 14, 2026
Saturday, November 21, 2026
Monday, December 7, 2026

Closed Session - City Manager and City Attorney Evaluations
November 2026 Advance
Closed Session - City Manager and City Attorney Evaluations

2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

September 14, 2026
September 28, 2026
October 5, 2026
October 26, 2026
November 9, 2026
November 16, 2026
December 7, 2026
December 14, 2026

Regular Meeting
Regular Meeting
Regular Meeting
Regular Meeting
Regular Meeting
Regular Meeting
Regular Meeting
Regular Meeting



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.a.

Date: September 10, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiepe, Public Works Director
Emily Frontera, Purchasing Manager
G. Scott Finlay, City Engineer

Subject: Standard Purchasing Resolution #1: Award to Low Bidder for Contract No. 26-04 Stephenson Water Main Rehabilitation

History

The city has identified water mains that require cleaning, repair, and rehabilitation. This contract is intended to re-line existing water mains using a trenchless technology called Cured in Place Pipe (CIPP). This is a process of re-lining water main where an epoxy resin liner creates a completely new pipe wall inside the existing water main. In addition, this contract will add additional gate valves to improve the overall city water distribution system. Work is anticipated to start in October 2026 and all water main rehabilitation work is scheduled to be substantially completed by December 2026. All work, including restoration, is scheduled to be completed by June 1st, 2027.

Purchasing

Bids were received and publicly read on September 2, 2026. The low total bid of \$2,368,975.00 (base bid & alternate bid) was submitted by Pamar Enterprises, Inc., 31604 Pamar Court., New Haven, MI 48084 as shown on the attached bid tabulation.

Work was competitively bid and publicly opened with two (2) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funding for this work is available in the 2027 Water Fund. Project #2027C0073, Account #591.537.555.972.215035.

Recommendation

It is recommended that City Council award the Stephenson Water Main Rehabilitation contract to Pamar Enterprises, Inc., 31604 Pamar Court., New Haven, MI 48084, for their low total bid of \$2,368,975.00 (base bid & alternate bid)

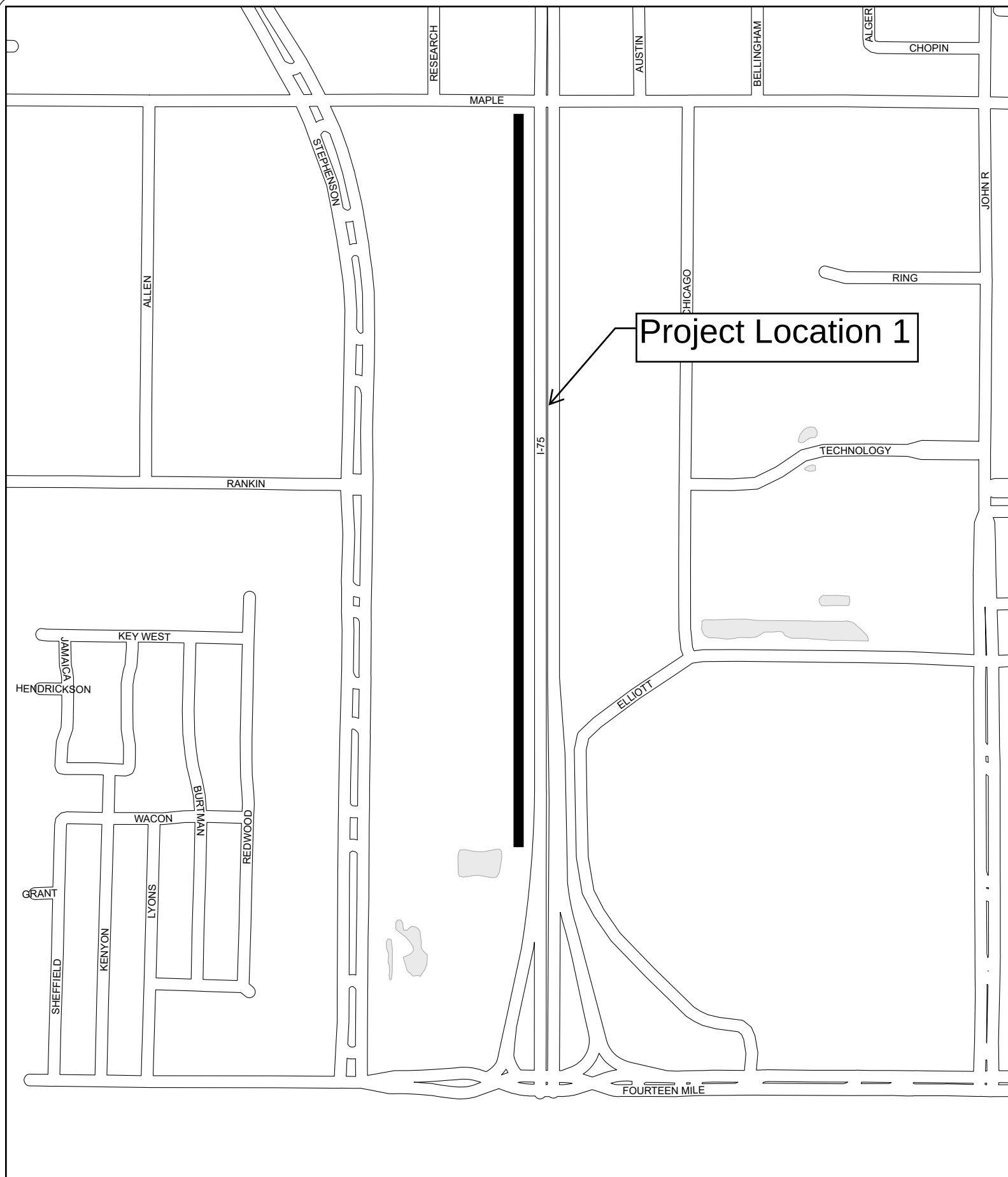
In addition, we are requesting authorization to approve additional work, if needed, not to exceed 5% of the original project cost due to unknown conflicts with existing underground utilities that may arise during construction.

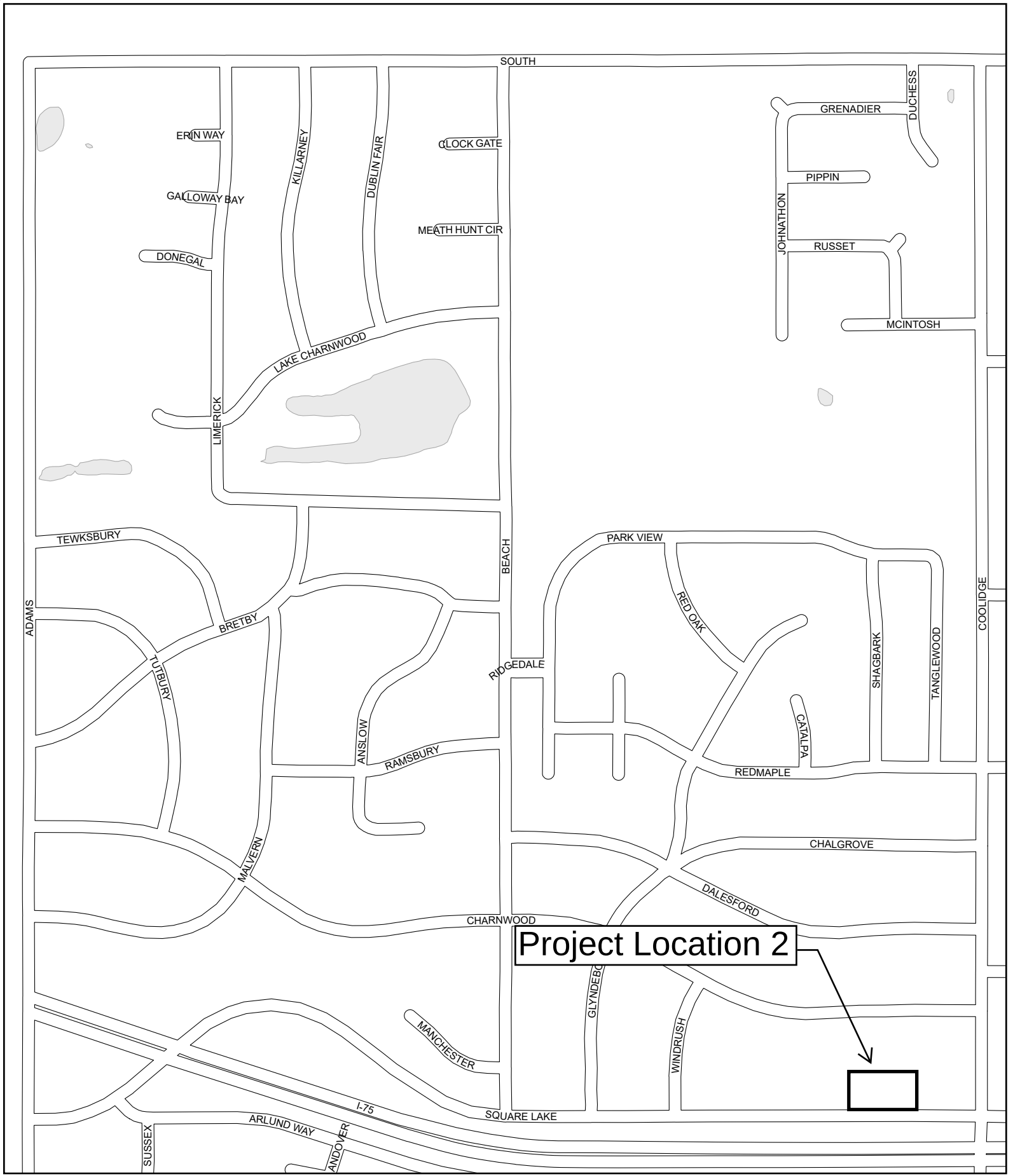
A copy of the bid tabulation shall be attached to the original Minutes of this meeting.

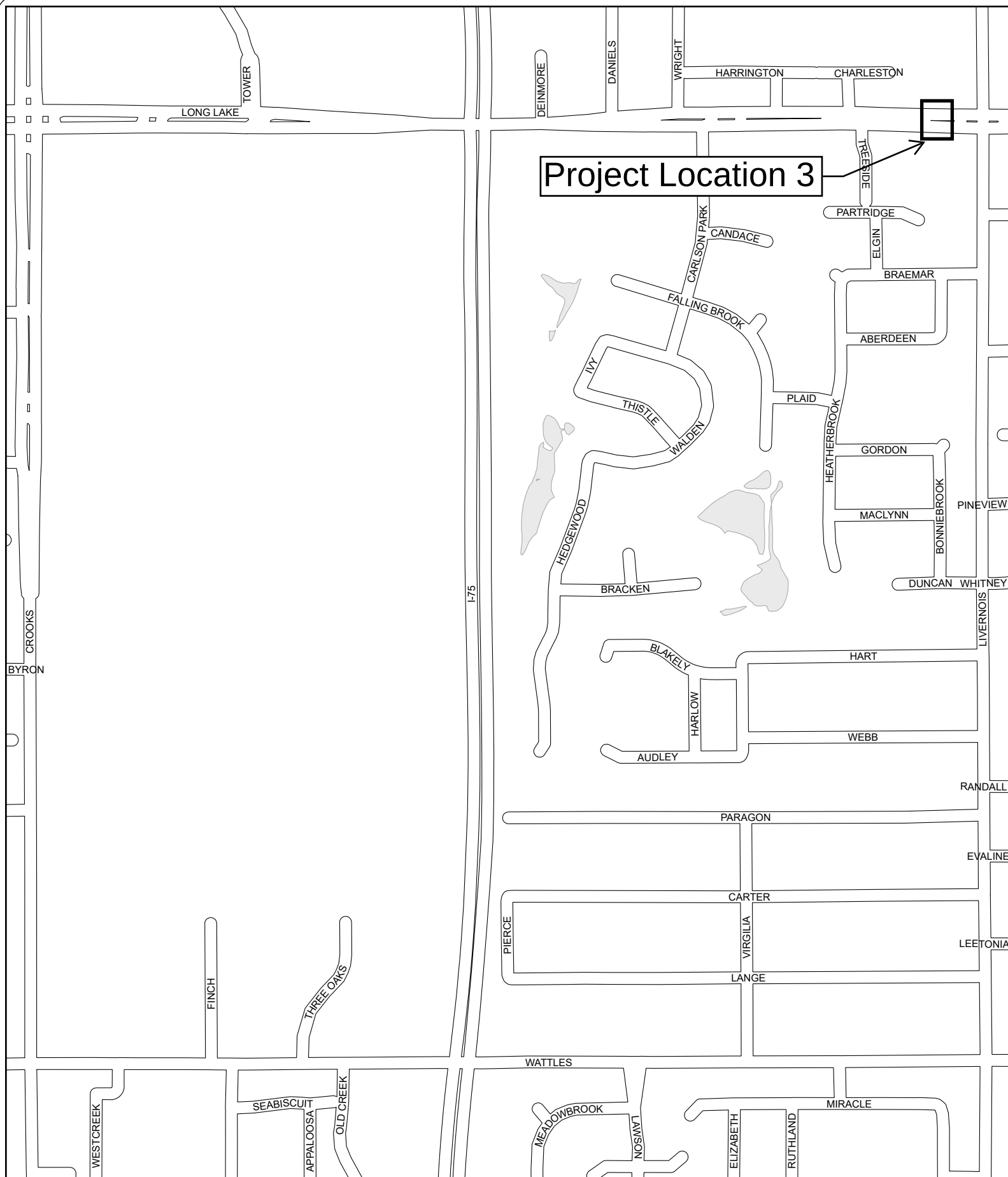
Suggested Resolution:

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 26-04, Stephenson Water Main Rehabilitation, to *Pamar Enterprises, Inc., 31604 Pamar Court, New Haven, MI 48084*, for their low total bid of \$2,368,975.00 (base bid & alternate bid).

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates, and all specified requirements, and if additional work is required, such additional work is **AUTHORIZED** in an amount not to exceed 5% of the total project cost.







Project Location 3



BID TABULATION
STEPHENSON WATER MAIN REHABILITATION
CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Bids Due: September 2, 2026

Contract 26-04

	Base Bid	Alternate Bid	Total Bid
1 Pamar Enterprises, Inc.	\$ 2,148,035.00	\$ 220,940.00	\$ 2,368,975.00
2 FER-PAL Construction USA LLC	\$ 2,159,735.00	\$ 308,700.00	\$ 2,468,435.00



500 West Big Beaver
Troy, MI 48084
troy.mi.gov

CITY COUNCIL AGENDA ITEM

J.5.

Date: September 10, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Joshua Jones, Police Chief
Peter Hullinger, Fire Chief
Emily Frontera, Purchasing Manager
Courtney Flynn, Communications Director

Subject: Emergency Notification Agreement with Oakland County

Background

On November 13, 2016, the Great Lakes Water Authority suffered a major water main break that put certain areas in the City of Troy under a boil water advisory. At the time, the City of Troy lacked an emergency communications notification system, so it used various tools to inform the public, businesses, and internal stakeholders. To bridge this communications gap, the City of Troy entered into an agreement with ONSOLVE, LLC to implement the CodeRed emergency notification system on November 6, 2018. The City utilized the National General Services Administration Purchasing Cooperative to secure an approximate annual fee of \$20,070, not to increase by more than 5 percent annually. There were also additional charges of \$0.25 per non-emergency message over the allowable 76,000 users.

After the contract was approved, CodeRED was implemented for emergency communications and some internal communications needs, such as activating the Emergency Operations Center.

In 2024, the City began to explore other options for emergency notification systems. During this research period, the City was notified in November 2025 that the CodeRED system experienced a targeted attack by an organized cybercriminal group. The City alerted CodeRED users via social media and immediately stopped utilizing the system. Since then, the City has relied on social media, website updates, and e-newsletter groups to deliver public emergency communications. Fortunately, since terminating CodeRED, the City has not needed to send targeted emergency notification notices.

After terminating the CodeRED system, City staff were notified of an opportunity to enter into an agreement with Oakland County to access its Emergency Notification System (ENS) at no cost. This access allows the City to send emergency notifications to people within the City of Troy's jurisdiction.

On June 30, 2026, the Oakland County Board of Commissioners approved a three-year contract with Everbridge Inc. as its ENS provider, with the option to renew for two additional

one-year contracts. Per the contract, Oakland County is permitted to add other public entities as Authorized Users to use the ENS.

Everbridge provides a platform for government entities to send urgent, multi-channel alerts on public emergencies. Everbridge has geofencing capabilities, allowing the City of Troy and Oakland County to send targeted emergency communications. This ENS service provides accurate, helpful information to concerned citizens, businesses, and government agencies. It is a voluntary service and is free for users, except that standard messaging rates may apply. Information submitted to enroll in the ENS will be kept confidential and not be released to any third party.

Before the opportunity to partner with Oakland County for use of this ENS, City of Troy staff demoed Everbridge and agreed that its emergency messaging capabilities exceeded the services offered by CodeRED at the time in that it was more accessible and user-friendly for staff and providers, with broader capabilities to send emergency notifications to subscribers and targeted, geo-fenced areas.

Recommendation

City Management, in the City's best interest, recommends entering into an Emergency Notification Agreement with Oakland County for the next five years.

Legal Review

This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **APPROVES** entering into an Emergency Notification Agreement with Oakland County for the next five years.

BE IT FURTHER RESOLVED, That the Troy Communications Director is **AUTHORIZED** to **EXECUTE** the Emergency Notification Agreement with *Oakland County*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

EMERGENCY NOTIFICATION SERVICE AGREEMENT BETWEEN OAKLAND COUNTY AND CITY OF TROY

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and City of Troy ("Public Body") 500 W. Big Beaver Road, Troy, Michigan 48084. County and Public Body may also be referred to jointly as "Parties".

PURPOSE OF AGREEMENT. County and Public Body enter into this Agreement so that Public Body will have limited access to County's Emergency Notification System (ENS) to send emergency notifications to people within the Public Body's jurisdiction as described herein. The County will also be able to send emergency notifications to people in the Public Body's jurisdiction.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.3. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
 - 1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - 1.5. **Public Body** means City of Troy which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.6. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any

such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who have access to the Emergency Notification Services provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

- 1.7. **Public Body's Data** means all data, information, or content entered or uploaded by or for the Public Body into the ENS Software.
- 1.8. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.9. **Emergency Notification Services ("ENS")** means the subscription-based software ("ENS Software") purchased by the County to provide emergency notifications to subscribers. The entity from whom the County has purchased the ENS Software shall be referred to herein as the "Vendor".

2. COUNTY RESPONSIBILITIES.

The County has entered into a contract with Vendor for ENS Software ("ENS Contract"). The ENS Software is owned and maintained by the Vendor. That contract permits the County to add other public entities as Authorized Users of the County. County, through its Department of Emergency Management & Homeland Security, shall set up the Public Body as an Authorized User in the ENS software so the Public Body can send emergency notifications within its territorial jurisdiction. This will also allow the County to send emergency notifications to the people in the Public Body's jurisdiction.

- 2.1. County shall provide the Public Body with access to the ENS Software only while the County maintains a current contract for, or has access to, the ENS Software. The County is providing this access without fee or cost to the Public Body.
- 2.2. County will provide training on the use of the ENS Software.
- 2.3. County may access, use, and disclose transaction information and any of the Public Body's Data for any legal purpose, including to comply with a subpoena, Court Order, or Freedom of Information Act request. County may first refer requests for information to Public Body's Points of Contact for their response within the required time frame. County shall provide assistance for the response, if it is requested and needed by the Public Body's Points of Contact.
- 2.4. The County and all its Authorized Users of the ENS Software, including the Public Body, must comply with the applicable terms and conditions of the ENS Contract. The County will provide Public Body with access to the County's contract with the Vendor. County will provide notice when it becomes aware of changes to the terms and conditions of the ENS Contract that are applicable to Public Body.

3. PUBLIC BODY RESPONSIBILITIES.

- 3.1. Public Body shall immediately notify County of any unauthorized use of the ENS Software and any breach of security of the ENS Software. Public Body shall cooperate with County in all investigations involving the potential misuse of the ENS Software.

- 3.2. Public Body shall not interfere with or disrupt the ENS Software.
- 3.3. Public Body shall require that each Public Body Employee with access to the ENS Software:
 - 3.3.1. Utilizes an antivirus software package/system on their equipment and keep it updated in a reasonable manner.
 - 3.3.2. Has a unique User ID and password with two factor authentication enabled that will be removed upon termination of Public Body Employee's employment or association with Public Body.
 - 3.3.3. Maintains the most reasonably current operating system patches on all equipment accessing the ENS Software.
- 3.4. Public Body shall designate two representatives to act as primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.4.1. Direct coordination and interaction with County staff.
 - 3.4.2. Contacting County to report an application incident.
 - 3.4.3. If required by County, attend training classes provided by County either online or at another suitable location determined by County.
- 3.5. Public Body shall respond to Freedom of Information Act Requests relating to Public Body's Data.
- 3.6. Public Body acknowledges and agrees it has received and reviewed the ENS Contract. Public Body agrees to comply with the applicable terms and conditions of the ENS Contract, including any amendments thereto. If Public Body determines it cannot comply with the ENS Contract or any amendments thereto, it shall stop using the ENS Software and terminate this Agreement in accordance with Section 9.
- 3.7. Public Body shall comply with any applicable laws, rules, and regulations when accessing or using the ENS Software.
- 3.8. Public Body represents and warrants that it owns or otherwise has lawful rights to provide Public Body's Data to the County, and that it has obtained any necessary consents, permissions, or authorizations required under applicable law to allow the County to use the Public Body's Data for the purposes set forth in this Agreement.
4. **LICENSE.** Public Body grants County a non-exclusive, perpetual, royalty-free, worldwide license to use, copy, format, transfer, store, process, and transmit Public Body's Data for the purpose of operating, maintaining, and sending emergency notifications through the ENS Software and for any other purpose described in this Agreement.
5. **DURATION OF INTERLOCAL AGREEMENT.**
 - 5.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.

- 5.2. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

6. ASSURANCES.

- 6.1. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 6.2. For any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 6.3. Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified.
- 6.4. Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the ENS Software.
- 6.5. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 6.6. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 6.7. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

7. DISCLAIMER OR WARRANTIES.

- 7.1. THE ENS SOFTWARE PROVIDED TO THE PUBLIC BODY UNDER THIS AGREEMENT IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, “WITH ALL FAULTS”.
- 7.2. THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 7.3. THE COUNTY MAKES NO WARRANTY THAT: (I) THE ENS SOFTWARE WILL MEET PUBLIC BODY’S REQUIREMENTS, OR (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.
- 7.4. THE PUBLIC BODY IS USING THE ENS SOFTWARE AT ITS SOLE DISCRETION AND RISK. PUBLIC BODY ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING ANY DATA/MATERIAL FROM THE ENS SOFTWARE OR THROUGH ITS USE OF THE ENS SOFTWARE.

8. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE PUBLIC BODY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL,

INDIRECT, SPECIAL, AND/OR PUNITIVIE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE COUNTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 9.1. Either Party may terminate or cancel this Agreement upon thirty (30) Days' written notice, for any reason including convenience.
- 9.2. This Agreement will terminate immediately upon the occurrence of any of the following events: (i) the ENS Contract is terminated, or (ii) the County is contractually unable to provide the Public Body with access to the ENS Software.
- 9.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners is authorized to terminate this Agreement for County under this provision.

10. **SUSPENSION OF SERVICES.** County, through County's Director of Emergency Management & Homeland Security, may immediately suspend the Public Body's access to the ENS Software for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the ENS Software provided herein; (iii) Public Body's breach of this Agreement; or (iv) unexpected technical or security issues. The right to suspend the Public Body's access to the ENS Software is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 9. County shall not incur any penalty, expense or liability if the Public Body's access is suspended under this Section.

11. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body.

13. **NO THIRD-PARTY BENEFICIARIES.** This Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity. For the avoidance of doubt, the Public Body is not a third-party beneficiary of the ENS Contract.

14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

15. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

16. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any

reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

17. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
18. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occurs: (i) the date of actual receipt; (ii) the next business Day when notice is sent express delivery service or personal delivery; (iii) three Days after mailing first class or certified U.S. mail; or (iv) the next business Day with a written response or receipt of confirmation, if sent by e-mail or fax. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
 - 18.1. If Notice is sent to County, it shall be addressed and sent to: Director of Emergency Management & Homeland Security, 1200 North Telegraph Road, Bldg. 47W, Pontiac, Michigan 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341. Notice shall also be sent to oaqeoc@oakgov.com.
 - 18.2. If Notice is sent to Public Body, it shall be addressed to: Fire Staff Lt. Brandon Hall, 500 W. Big Beaver, Troy, MI 48084
19. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
20. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Agreement. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, City of Troy hereby acknowledges that he/she has been authorized by a resolution of the City of Troy, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
_____, _____

DATE: _____

WITNESSED: _____

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____



OAKLAND COUNTY EXECUTIVE, DAVID COULTER

PURCHASING

Purchasing
248-858-0511 | purchasing@oakgov.com

Buyer: AJK

CONTRACT NUMBER:011533

Event # NA

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: \$160,116.00		Effective Date: 6/30/2025	Expiration Date:6/30/2028
Contract Description:	Emergency Notification System - P		
Contractor Information:		Contractor Administrator:	
Everbridge Inc 8300 Boone Blvd Ste 800 Vienna, VA 22182 Vendor No: 41570		Cristy Keeton cristy.keeton@everbridge.com	
Purchasing Division Information:		County Contract Administrator and Using Department:	
Buyer: Andy Krumwiede OAKLAND COUNTY 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Thom Hardesty Director Emergency Management & Homeland Security 1200 N. Telegraph Rd. 47W Pontiac, MI 48341 hardestyt@oakgov.com	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: Shirley Devlin-Lebow
Shirley Devlin-Lebow (Jun 30, 2025 13:10 PDT)

FOR THE COUNTY:

SIGN: T. Hardesty
T. Hardesty (Jun 30, 2025 16:53 EDT)
Contract Administrator

SIGN: Aaron Wagner
Aaron Wagner (Jul 1, 2025 09:28 EDT)
Aaron F Wagner, Chief Procurement Officer

cmk

1. The County of Oakland, Michigan (herein the "County") and Everbridge (herein "Contractor") are entering into a contract (the "Contract") for the County to purchase the services and deliverables described in the attached Exhibits III (Scope of Contractor Deliverables/Payment Obligations) and IV (State of Michigan Contract no. 250000000156) from Contractor pursuant to the terms and conditions of the State of Michigan Contract no. 250000000156 and any amendments thereto (collectively, the "SOM Agreement," which is attached and incorporated into this Contract as Exhibit IV) between the State of Michigan ("SOM") and Contractor, but solely as to the services and deliverables described in the attached Exhibits III (Scope of Contractor Deliverables/Payment Obligations) and IV (SOM Agreement), and except as otherwise provided by this Contract.
2. This Contract includes and incorporates the following attached Exhibits:
 - 2.1. Exhibit I – Contractor Insurance Requirements
 - 2.2. Exhibit II – License for Use of County Servicemark
 - 2.3. Exhibit III –Scope of Deliverables
 - 2.4. Exhibit IV - State of Michigan Contract no. 250000000156
3. The Parties hereby adopt and incorporate the terms and conditions in the SOM Agreement into this Contract, except as otherwise provided by this Contract. For the purposes of clarity, terms and conditions in the SOM Agreement that apply to the SOM will apply to the County, including the County's applicable departments, divisions, authorities, boards, committees, officials, directors, board members, council members, commissioners, employees, agents, and volunteers, unless provided otherwise in this Contract. If there is any conflict or discrepancy between this Contract and the SOM Agreement, the terms in this Contract supersede and control. The County and Contractor may be referred to collectively as the "Parties" or individually as a "Party."
4. **Defined Terms.** The SOM Agreement uses the terms, "Software" and "Solution". This Agreement uses the term, "System" to describe "Software" and "Solution". For purposes of clarity, those terms and conditions in the SOM Agreement that apply to the "Software" or "Solution" provided by the Contractor shall equally apply to the "System" as defined in this Agreement. The parties acknowledge and agree that, notwithstanding any differences in terminology, the "System" under this Agreement encompass and is intended to be equivalent to the "Software" and "Solution" referenced in the SOM Agreement.
5. **Grant of License.** Notwithstanding any language in the SOM Agreement to the contrary, the Contractor permits the County to include other governmental entities as Authorized Users and/or as Organizations under the County's account. The County may pass through any associated costs for adding these governmental entities directly to those entities, provided, however, the County shall remain responsible for payment to Contractor.
6. **Use of Servicemark.** Contractor is granted a license to use the County's servicemarks subject to the terms listed in Exhibit II. Contractor shall only use the servicemarks as directed in Exhibit II.
7. **Term.** The term of this Contract will be from the Effective Date of this Contract (provided above) until the Expiration Date (provided above).
8. **E-Verify.** In accordance with County Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate

in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. "E-Verify" means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.

9. **Payment Process.** Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, annually in advance of the subscription term. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. The County will pay undisputed invoices, which comply with this section, within forty-five (45) days after receiving the invoice. The County shall only pay Contractor for goods/services under this Contract and not any subcontractors or assignees of Contractor.
10. **Notice to County.** Unless otherwise specified herein, notice to the County shall be addressed to the County's Purchasing Department, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
11. **Governing Law; Jurisdiction; Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action or claim brought to enforce, interpret, or arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper and shall be in the applicable court set forth above.
12. **Amendments/Modifications.** Any amendment to this Contract must be in writing and signed by both parties. This Contract shall not be amended by any packing slip, purchase order, invoice, click through license agreement, or Contractor's policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by County's Purchasing department.
13. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

EXHIBIT I
CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's own expense, all insurance as set forth and marked below, protecting the County against any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County, including County's officers, directors, employees, appointees, and commissioners, or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 for each accident, \$500,000 for a disease for each employee, and \$500,000 for a disease policy limit. Contractor must comply with the following:

1. ☒ Be a Fully Insured or State approved self-insurer;
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form; or
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages. The following supplemental coverages are required if selected (checked):

1. ☒ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☒ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
3. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence.
5. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. ☒ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractor shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements. Contractor shall provide written notice to the County within thirty (30) days if the Contractor's insurance coverage fails to meet or falls below the requirements set forth in this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II
LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by Oakland County.

The Mark may be used on: (Applicable if Checked):

- ☐ Printed materials
- ☒ Electronic materials
- ☐ Contractor's website: [insert website address]

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN

SERVICEMARK BRAND STANDARDS

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, **only one style of logo may be used per publication**. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.







BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS	CMYK	RGB	HEX
347	64.15.76.2	0.154.102	#008A86
Black C	0.0.0.100	0.0.0	#000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. Those colors may be used as secondary colors in publications.

Oakland Blue

PMS 3005 / CMYK 30.25.0.0 / RGB 5.138.225



Oakland Orange

PMS 165 / CMYK 0.00.87.0 / RGB 255.160.40

WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Department of Public Communications
(248) 858-0140 | dpc@oakgov.com

 **Adobe Swatch Exchange**
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

EXHIBIT III

SCOPE OF CONTRACTOR DELIVERABLES/PAYMENT OBLIGATIONS FOR AN EMERGENCY NOTIFICATION SYSTEM

1. INTRODUCTION

- 1.1. Everbridge ("Contractor") shall provide the County with Everbridge Public Communications Standard-US System ("System"), an emergency notification system. The System will provide the ability to notify subscribers of emergencies via text, email, phone call and/or a cell phone application. The System will utilize a list of subscribed users to deliver these notifications.

2. SYSTEM FEATURES

2.1. The System provided by Contractor shall include:

2.1.1. System Configuration. The Contractor shall:

- 2.1.1.1. Provide the configuration settings to the County for the Okta Single Sign On (SSO) setup.
- 2.1.1.2. Provide hands-on assistance to the County System administrators for the System configuration. This will include:
 - 2.1.1.2.1. Configuration of the channels for authorized authorities.
 - 2.1.1.2.2. An Emergency Alert System (EAS). The EAS provides the ability to send short text messages to television and audio messages to radio.
 - 2.1.1.2.3. Wireless Emergency Alerts (WEA). The WEA provides the ability to send short text messages to cell phones.
 - 2.1.1.2.4. Non-Weather Emergency Alerts (NWEM). NWEM provides the ability to send short audio messages to National Oceanic and Atmospheric Administration (NOAA) radio.
 - 2.1.1.2.5. Providing hands-on assistance with the configuration of customizable caller ID, greetings, broadcast settings, and custom voice recordings.
 - 2.1.1.2.6. Providing hands-on assistance with the configuration of notification messages (i.e., Standard, Polling, Conference Bridge).
 - 2.1.1.2.7. Providing hands-on assistance with the configuration of Audio Bulletin Board audio message retrieval.
 - 2.1.1.2.8. Providing hands-on assistance to enable access to email ingestion or Emergency Broadcast (EB) Broadcast API.
 - 2.1.1.2.9. Providing hands-on assistance to the County branded community opt-in portal with custom fields and opt-in subscriptions.
 - 2.1.1.2.10. Providing hands-on assistance with the preparation and loading of subscriber data from existing system to the new System.

2.2. System Reports. Contractor shall:

- 2.2.1. Provide hands-on assistance to configure reporting on the effectiveness of sent messages and alert data.

PURCHASING

Purchasing
248-858-0511 | purchasing@oakgov.com

- 2.2.2. Ensure the System provides reports detailing the number of subscribers by geographic area.
- 2.2.3. Ensure the System provides a report detailing the read receipt and number of recipients for a sent message.

2.3. Ability to add other Government Entities.

- 2.3.1. Contractor shall allow the County to add other public entities as Authorized Users under its account for this System.

3. SYSTEM IMPLEMENTATION

3.1. The System shall be implemented no longer than two and a half (2 ½) months after the Contract is fully executed.

3.2. Contractor shall use the following milestones to track the System implementation:

3.2.1. Project Kick off Meeting. Contractor shall:

- 3.2.1.1. Define the high-level goals for implementation and document the County's use cases.
- 3.2.1.2. Create the project plan, and schedule and identify the critical path items.
- 3.2.1.3. Define and review the implementation milestone dates.

3.2.2. System Provisioning. Contractor shall:

- 3.2.2.1. Identify the System administrators who will receive user accounts and document their respective roles.
- 3.2.2.2. Set up all user accounts and their respective roles.
- 3.2.2.3. Set up System and notification settings.

3.2.3. Data Management. Contractor shall assist in:

- 3.2.3.1. Setting up and configuring the data feeds to the System.
- 3.2.3.2. Importing data from the old system.

3.2.4. System Configuration.

- 3.2.4.1. Contractor shall ensure that the System configuration has been completed.

3.2.5. System Training.

- 3.2.5.1. Contractor shall provide administration and end-user training for all necessary implementation, go-live support, and transition to County self-sufficiency of the System for the term of the Contract.
- 3.2.5.2. Contractor will provide the County with access to the System's online Learning Management System for interactive, web-based training to ensure the County's initial and ongoing System proficiency. This shall cover all System products used by the County.

3.2.1. Go-Live and transition to Technical Support and Account Management Teams.

- 3.2.1.1. The Contractor shall review and obtain approval from the County that all previous project milestones have been completed.
- 3.2.1.2. The Contractor will conduct a project close meeting.
- 3.2.1.3. The Contractor will work with the County to define and document a twelve (12) month roadmap that includes enhancements identified during the System's implementation.

- 3.2.1.4.** The Contractor will introduce the County to its Technical Support team and provide access to its support portal after the System is in production.

3.3. Activities Not in Scope.

- 3.3.1.** Onsite training.
3.3.2. Development and maintenance of custom data integration into Everbridge (e.g., API).
3.3.3. Integration with risk management, badging, travel, Wi-Fi, CRM, ENS, or IoT systems outside of the current Everbridge list of connectors.

4. PRICING AND PAYMENT

Contract pricing is detailed in the table below. The County shall remit payment to the Contractor for the Year 1 total within forty-five (45) days of the Contract's execution (referred to as the "Initial Payment"). Each subsequent annual payment will be due on the anniversary of the Initial Payment date.

Year	Description	Annual Subscription
Year 1	Public Communications Standard Professional Services/Implementation (Proserve – remote consulting services)	\$48,942.30
		\$5,280.00
		Y1 Total \$54,222.30
Year 2	Public Communications Standard	Y2 Total \$51,611.88
Year 3	Public Communications Standard	Y3 Total \$54,281.46



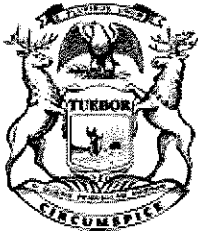
OAKLAND COUNTY EXECUTIVE, DAVID COULTER

PURCHASING

Purchasing
248-858-0511 | purchasing@oakgov.com

EXHIBIT IV
STATE OF MICHIGAN CONTRACT NO. 250000000156 (ATTACHED)

EXHIBIT IV



STATE OF MICHIGAN PROCUREMENT
Department Technology, Management and Budget

NOTICE OF CONTRACTNOTICE OF CONTRACT NO. **250000000156**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Everbridge, Inc.
	25 Corporate Drive, 4th Floor
	Burlington Massachusetts 01803
	Dwight Paul
	937-741-3674
	dwight.paul@everbridge.com
	CV0009482

STATE	Program Manager	Multiple	Multiple
	Contract Administrator	Kristine Mills	DTMB
		517-242-6402	
		millsk11@michigan.gov	

CONTRACT SUMMARY**DESCRIPTION: Mass Notification System**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
12/4/2024	12/3/2029	5 - 1 Year	12/3/2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45, EFT		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
☐ P-card ☐ Payment Request (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number RFS 240000001012. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<u>\$1,109,470.95</u>

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DTMB	Amber O'Berry	517-930-9718	OberryA@michigan.gov
DTMB	Richard Dover	517-930-7949	DoverR1@michigan.gov
DNR	Jennifer Wolf	517-719-0028	WOLFJ1@michigan.gov
MDOC	Bernard G. Scott	517-241-8414	ScottB4@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MDOC	David Enslin	517-930-6332	EnslinD@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name and Title

Agency

Date

SOFTWARE CONTRACT TERMS AND CONDITIONS

These Terms and Conditions, together with all Schedules (including the Statement(s) of Work), Exhibits and any other applicable attachments or addenda (Collectively this "Contract") are agreed to between the State of Michigan (the "**State**") and EVERBRIDGE, INC. ("**Contractor**"), A DELAWARE CORPORATION. This Contract is effective on December 4th, 2024 ("**Effective Date**"), and unless terminated, will expire on December 3rd, 2029 (the "**Term**").

This Contract may be renewed for up to 5 additional 1-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via a Change Notice.

1. Definitions. For the purposes of this Contract, the following terms have the following meanings:

"Acceptance" means the State's notification to Contractor that the Solution, or any part thereof, conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

"Acceptance Tests" means such tests as may be conducted in as described in **Section 9** and any applicable Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

"Access" means when an individual: (1) enters a restricted or locked area, room, container, or system containing State Data; or (2) obtains, acquires, receives, examines, uses, controls (including maintaining physical or technical controls, or having the ability to modify or bypass security controls), or gains knowledge of State Data, by physical, electronic, or any other methods.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

"Allegedly Infringing Materials" has the meaning set forth in **Section 18**.

"Approved Third-Party Components" means all third-party components, including Open-Source Components, that are included in or used in connection with the Software

and are specifically identified by Contractor in the Contractor's Bid Response, in an applicable Statement of Work or elsewhere in this Contract, or as otherwise required by this Contract, including without limitation as part of the State's Security Accreditation Process defined in Schedule E – Data Security Requirements.

"Authorized Users" means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"Business Day" means a day other than a Saturday, Sunday or other day on which the State is authorized or required by law to be closed for business.

"Business Requirements Specification" means the initial specification setting forth the State's business requirements regarding the features and functionality of the Software, as set forth in a Statement of Work.

"Contract Change" has the meaning set forth in **Subsection 2.2**.

"Change Notice" means a writing executed by the parties to the Contract memorializing a change to the Contract.

"Change Proposal" has the meaning set forth in **Subsection 2.2**.

"Change Request" has the meaning set forth in **Subsection 2.2**.

"Confidential Information" has the meaning set forth in **Subsection 22.1**.

"Configuration" means State-specific changes made to the Software without Source Code or structural data model changes occurring.

"Contract" has the meaning set forth in the preamble.

"Contract Administrator" is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in Schedule A or subsequent Change Notices.

"Contractor" has the meaning set forth in the preamble.

"Contractor's Bid Response" means the Contractor's proposal submitted in response to the Solicitation.

“Contractor Hosted” means the Hosted Services and the Operating Environment are provided by Contractor or one or more of its Permitted Subcontractors.

“Contractor Personnel” means all employees of Contractor, or any subcontractors or Permitted Subcontractors involved in the performance of Services hereunder.

“Contractor Project Manager” means the individual appointed by Contractor and identified in Schedule A or subsequent Change Notices to serve as the primary contact, to monitor and coordinate the day-to-day activities of this Contract, and to perform other duties as may be further defined in this Contract, including an applicable Statement of Work.

“Customization” means State-specific changes to the Software's underlying Source Code or structural data model changes.

“Deliverables” means the Software, Documentation, any Hardware, and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in a Statement of Work and all Work Product.

“Digital Accessibility Standards” means the accessibility standards provided in the SOM Digital Standards, located at <https://www.michigan.gov/standards>.

“Deposit Material” refers to material required to be deposited pursuant to **Section 28**.

“Disaster Recovery Plan” refers to the set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations and to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives.

“Documentation” means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Deliverable.

“DTMB” means the Michigan Department of Technology, Management and Budget.

“Effective Date” has the meaning set forth in the preamble.

"Fees" means the fees set forth in the Pricing Schedule attached as **Schedule B**.

"Financial Audit Period" has the meaning set forth in **Subsection 23.1**.

"Hardware" means all computer hardware or other equipment provided by Contractor under this Contract, if any, including but not limited to any related accessories.

"Harmful Code" means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"Hosted Services" means the hosting, management and operation of the: Operating Environment, Software, other services (including support and subcontracted services), and related resources for access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

"Implementation Plan" means the schedule included in a Statement of Work setting forth the sequence of events for the performance of Services under a Statement of Work, including the Milestones and Milestone Dates.

"Integration Testing" has the meaning set forth in **Section 9**.

"Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

"Key Personnel" means any Contractor Personnel identified as key personnel in the Contract.

“Loss or Losses” means all losses, including but not limited to, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“Milestone” means an event or task described in the Implementation Plan under a Statement of Work that must be completed by the corresponding Milestone Date.

“Milestone Date” means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under a Statement of Work.

“New Version” means any new version of the Software, including any updated Documentation, that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“Nonconformity” or “Nonconformities” means any failure or failures of a Deliverable, to conform to the requirements of this Contract.

“Open Source Components” means any software component that is subject to any open-source license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“PAT” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to the Digital Accessibility Standards.

“Permitted Subcontractor” means any third party hired by Contractor to perform Services for the State under this Contract or that will have Access to or have the ability to control access to State Data or both.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Pricing Schedule” means the schedule attached as **Schedule B**.

“Process” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Representatives” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“RFS” means the State's request for solution designed to solicit responses for Services under this Contract.

“Services” means any of the services, including but not limited to, Hosted Services, installation, configuration, implementation, and/or Support Services, that the Contractor is required to or otherwise does provide under this Contract.

“Service Level Agreement” means the schedule attached as **Schedule D**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

"Site" means any physical location(s) designated by the State in, or in accordance with, this Contract or a Statement of Work for delivery and installation of the Deliverable, if applicable.

"Software" means Contractor's software as set forth in a Statement of Work, and any Approved Third-Party Components, and any Configurations made by or for the State pursuant to this Contract including the Contractor's Operating Environment.

"Solution" means Deliverables and Services singularly or in any combination thereof, as applicable, set forth in a Statement of Work.

"Source Code" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

"Specifications" means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, Solicitation or Contractor's Bid Response, if any, for such Software, or elsewhere in a Statement of Work.

"State" means the State of Michigan.

"State Data" has the meaning set forth in **Section 21**.

"State Hosted" means the Operating Environment is not provided by Contractor or one or more of its Permitted Subcontractors.

"State Materials" means all materials and information, including but not limited to documents, data, know-how, ideas, methodologies, specifications, software, hardware, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

"State Program Managers" are the individuals appointed by the State, or their designees, to (a) monitor and coordinate the day-to-day activities of this Contract; (b) co-sign off on Acceptance of the Deliverables; and (c) perform other duties as may be

specified in a Statement of Work. Program Managers will be identified in Schedule A or subsequent Change Notices.

“State Systems” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“Statement of Work” means any statement of work entered into by the parties and incorporated into this Contract. The initial Statement of Work is attached as **Schedule A**.

“Stop Work Order” has the meaning set forth in **Section 15**.

“Support Services” means the maintenance and support services Contractor is required to or otherwise does provide to the State under the Service Level Agreement.

“System” has the meaning set forth in **Schedule I**.

“System Acceptance” has the meaning set forth in **Schedule I**.

“System Integration Testing” has the meaning set forth in **Schedule I**.

“Technical Specification” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in a Statement of Work.

“Term” has the meaning set forth in the preamble.

“Testing Period” has the meaning set forth in **Section 9**.

“Transition Period” has the meaning set forth in **Section 16**.

“Transition Responsibilities” has the meaning set forth in **Section 16**.

“Unauthorized Removal” has the meaning set forth in **Subsection 2.5**.

“Unauthorized Removal Credit” has the meaning set forth in **Subsection 2.5**.

“User Data” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, Processed, generated or output by any device, system or network by or on behalf of the State, including any and all works,

inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, including information that identifies the State devices or equipment and any location information even if not input by a user except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input without the inclusion of user derived information or additional user input, with the exception of any identifying information.

"Warranty Period" means the 90 calendar-day period commencing on the date of the State's Acceptance of the Software or System (if Contractor is providing Hardware under this Contract) for which Support Services are provided free of charge.

"Work Product" means everything made or created by Contractor specifically and solely for the State and which is not generally available to Contractor's other customers that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to Customizations, application programming interfaces, computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2. Duties of Contractor. Contractor will provide the Solution pursuant to Statement(s) of Work entered into under this Contract. Contractor will provide the Solution in a timely, professional manner and in accordance with the terms, conditions, and Specifications set forth in this Contract and the Statement(s) of Work.

2.1 Statement of Work Requirements. No Statement of Work will be effective unless signed by each party's Contract Administrator. The term of each Statement of Work will commence on the parties' full execution of a Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and incorporated into this Contract. The State will have the right to terminate such Statement of Work as set forth in **Section 16**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work (including the Implementation Plan and all Milestone Dates) is strictly required.

2.2 Change Control Process. The State may at any time request in writing (each, a **"Change Request"**) changes to the Contract, including without limitation changes to the Solution or adding a new Statement of Work (each, a **"Contract Change"**). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this Section.

(a) As soon as reasonably practicable, and in any case within 20 Business Days following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change (**"Change Proposal"**), setting forth:

- (i) a written description of the proposed Changes to any part of the Solution;
- (ii) an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any addition or modification to the Solution; and (B) the effect of such Changes, if any, on completing any other Services under a Statement of Work;
- (iii) any additional State Resources Contractor deems necessary to carry out such Changes; and
- (iv) any increase or decrease in Fees resulting from the proposed Changes, which increase, or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b) Within 30 Business Days following the State's receipt of a Change Proposal, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications each parties' Contractor Administrator will sign a Change Notice.,

(c) However, if the parties fail to enter into a Change Notice within 15 Business Days following the State's response to a Change Proposal, the State may, in its discretion:

- (i) require Contractor to perform or provide the Solution under the existing Statement of Work without the Change;
- (ii) require Contractor to continue to negotiate a Change Notice;
- (iii) initiate a Dispute Resolution Procedure; or
- (iv) notwithstanding any provision to the contrary in a Statement of Work, terminate this Contract under **Subsection 16.1**.

(d) No Change will be effective until the parties have executed a Change Notice. Notwithstanding the foregoing, no Change Notice executed after the Effective Date will construed to amend or modify this Contract in any way, unless it specifically states its intent to do so and cites the section or sections amended. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with a Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Each party is responsible for its own costs and expenses of preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e) The performance of any functions, activities, tasks, obligations, roles and responsibilities comprising the Solution as described in this Contract are considered part of the Solution and, thus, will not be considered a Change. This includes the delivery of all Deliverables in accordance with their respective Specifications, and the diagnosis and correction of Nonconformities discovered in Deliverables prior to their Acceptance by the State or, subsequent to their Acceptance by the State, as necessary for Contractor to fulfill its associated warranty requirements and its Support Services under this Contract.

(f) Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.

2.3 Contractor Personnel.

(a) Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income

taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Prior to any Contractor Personnel performing any Services, Contractor will:

(i) ensure that such Contractor Personnel have the legal right to work in the United States;

(ii) upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and

(iii) Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and subcontractor employees, who may have Access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018.

(c) Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d) The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

2.4 Contractor Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor Project Manager, who will be considered Key Personnel of Contractor.

(a) Contractor Project Manager must:

- (i) have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;
- (ii) be responsible for overall management and supervision of Contractor's performance under this Contract; and
- (iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b) Contractor Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan and will otherwise be available as set forth in a Statement of Work.

(c) Contractor will maintain the same Contractor Project Manager throughout the Term of this Contract, unless:

- (i) the State requests in writing the removal of Contractor Project Manager; or
- (ii) the State consents in writing to any removal requested by Contractor in writing; or
- (iii) the Contractor Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise.

(d) Upon the occurrence of any event set forth in **Subsections 2.4(c)(i-iii)** above, Contractor will promptly replace its Contractor Project Manager. Such replacement will be subject to the State's prior written approval.

2.5 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State Program Managers or their designees, and provide the

State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment, or in the event of a company-wide re-organization and/or planned reduction in staff in which the Key Personnel are terminated and no longer employed by Contractor.

Any Unauthorized Removal may be considered by the State to be a material breach of this Contract.

2.6 Subcontractors. Contractor must obtain prior written approval of the State, which consent may be given or withheld in the State's sole discretion, before engaging any Permitted Subcontractor to provide Services to the State under this Contract. Engagement of any subcontractor or Permitted Subcontractor by Contractor does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a) be responsible and liable for the acts and omissions of each such subcontractor (including such Permitted Subcontractor and Permitted Subcontractor's employees who, to the extent providing the Solution, will be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees;

(b) be responsible for all fees and expenses payable to, by or on behalf of each subcontractor and Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and

(c) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the United States.

3. Notices. All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Kristine Mills 320 S Walnut St. Lansing, MI 48913 millsk11@michigan.gov 517-242-6402	Dwight Paul 25 Corporate Drive, 4th Floor Burlington, MA 01803 Dwight.Paul@everbridge.com 937-741-3674

4. Insurance. Contractor must maintain the minimum insurances identified in the Insurance Schedule attached as **Schedule C**.

5. Terms of Use of the Software.

5.1 Subscription.

(a) Grant of License. Subject to the terms and conditions of this Contract, Contractor hereby grants to the State, during the term of this Contract, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solution.

(b) Restrictions. The State shall use the Solution solely for its governmental purposes. In particular, the State's use of the Solution shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. The State shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Contractor; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

(c) Reservation of Rights. The Solution (including all associated computer software (whether in source code, object code, or other form), databases,

indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "**IP Rights**"), whether conceived by Contractor alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Contractor and its licensors. Contractor owns (i) all voluntary feedback regarding the design or operation of the Services (except for the State Data) provided to Contractor by Users, the State and Contacts in conjunction with the Services, and (ii) all aggregated and anonymized transactional, performance, derivative data and metadata generated in connection with the Solution, which will be solely used to improve the functionality and performance of the Services. Except for the rights expressly granted to the State in this Contract, all rights in and to the Solution and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solution) are and shall remain solely owned by Contractor and its respective licensors. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to the State hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solution or Professional Services to the State, provided that, in each case, no State Data or State Confidential Information is disclosed thereby.

(d) Use of Solutions. The Contractor is not responsible for any activity occurring under the State's account(s) including compliance with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with the State's use of the Services, including its provision of State Data to Contractor. The Contractor shall not be responsible for ensuring that there is a lawful basis for sending communications through the Solution to Contacts including, where applicable, obtaining the required consent of Contacts. Client shall use the Service in accordance with the Contractor's Acceptable Use Policy, attached hereto as Schedule H. The State shall promptly notify Contractor of any unauthorized use of any password or account of which the State becomes aware. The State acknowledges that the Solution is a passive conduit for the transmission of State Data, and Contractor has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any State

Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solution by the State, Users or Contacts, except to the extent such losses are caused directly by the acts or omissions of Contractor personnel.

5.2 Certification. To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with this **Section**. Such written certification may occur no more than once in any 24 month period during the Term of the Contract. The State will respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in **Schedule B**, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.

5.3 State License Grant to Contractor. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work. Contractor is provided a limited license to State Materials for the sole and exclusive purpose of providing the Services.

6. Third-Party Components. At least 30 days prior to adding new third-party components, Contractor will provide the State with notification information identifying and describing the addition. Throughout the Term, on an annual basis, Contractor will provide updated information identifying and describing any third-party components included in the Software. Contractor is responsible for ensuring that all Approved Third-Party Components are properly licensed for the State's use.

7. Intellectual Property Rights.

7.1 Ownership Rights in Software

- (a) For purposes of this **Section 7** only, the term “Software” does not include Customizations.
- (b) Subject to the rights and licenses granted by Contractor in this Contract and the provisions of **Subsection 7.1(c)**:
 - (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and
 - (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.
- (c) As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to State Materials, User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

7.2 The State is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

- (a) Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and
- (b) to the extent any Work Product, or Intellectual Property Rights to that Work Product do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:
 - (i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Work Product, including all Intellectual Property Rights to that Work Product; and
 - (ii) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the Work Product.

8. Software Implementation.

8.1 Implementation. Contractor will as applicable; deliver, install, configure, integrate, and otherwise provide and make fully operational the Software on or prior

to the applicable Milestone Date in accordance with the criteria set forth in a Statement of Work and the Implementation Plan.

8.2 Site Preparation. Unless otherwise set forth in a Statement of Work, Contractor is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in a Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor's delivery and installation of the Software. If the State is responsible for Site preparation, Contractor will provide such assistance as the State requests to complete such preparation on a timely basis.

9. Software Acceptance Testing.

9.1 Acceptance Testing.

(a) Unless otherwise specified in a Statement of Work, upon installation of the Software, or in the case of Contractor Hosted Software, when Contractor notifies the State in writing that the Solution is ready for use, Acceptance Tests will be conducted as set forth in this **Section 9** to ensure the Software conforms to the requirements of this Contract, including the applicable Specifications and Documentation.

(b) All Acceptance Tests will take place at the designated Site(s) in the Operating Environment described in a Statement of Work, commence on the Business Day following installation of the Software, or the receipt by the State of the notification referenced in **Subsection 9.1(a)**, and be conducted diligently for up to 30 Business Days, or such other period as may be set forth in a Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in a Statement of Work or, if a Statement of Work does not specify, the State, provided that:

(i) for Acceptance Tests conducted by the State, if requested by the State, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

(ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

9.2 Contractor is solely responsible for all costs and expenses related to Contractor's performance of, participation in, and observation of Acceptance Testing.

(a) Upon delivery and installation of any application programming interfaces, Configuration or Customizations, or any other applicable Work Product, to the Software under a Statement of Work, additional Acceptance Tests will be performed on the modified Software as a whole to ensure full operability, integration, and compatibility among all elements of the Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in this **Section**.

(b) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Nonconformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately, and in any case within 10 Business Days, correct such Nonconformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

9.3 Notices of Completion, Non-Conformities, and Acceptance. Within 15 Business Days following the completion of any Acceptance Tests, including any Integration Testing, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Nonconformity in the tested Software.

(a) If such notice is provided by either party and identifies any Nonconformities, the parties' rights, remedies, and obligations will be as set forth in **Subsection 9.4** and **Subsection 9.5**.

(b) If such notice is provided by the State, is signed by the State Program Managers or their designees, and identifies no Nonconformities, such notice constitutes the State's Acceptance of such Software.

(c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have 30 Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Nonconformities, on the completion of which the State will, as appropriate:

(i) notify Contractor in writing of Nonconformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Subsection 9.4** and **Subsection 9.5**; or

(ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State Program Managers or their designees.

9.4 Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Nonconformities and re-deliver the Software, in accordance with the requirements set forth in the Contract. Redelivery will occur as promptly as commercially possible and, in any case, within 30 Business Days following, as applicable, Contractor's:

(a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

(b) receipt of the State's notice under **Subsection 9. (a) or (c)(i)**, identifying any Nonconformities.

9.5 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Nonconformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis, the State may, in its sole discretion, by written notice to Contractor:

(a) continue the process set forth in this **Section 9**;

(b) accept the Software as a nonconforming deliverable, in which case the Fees for such Software will be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c) deem the failure to be a non-curable material breach of this Contract and a Statement of Work and terminate this Contract in accordance with **Section 16**.

9.6 Acceptance. Acceptance of the Software (subject, where applicable, to the State's right to Integration Testing) will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under **Subsection 9.3(b)**, or **(c)(ii)**. Acceptance of the Software may be conditioned upon System Acceptance, if Contractor is providing Hardware, under the terms of this Contract.

10. Reserved.

11. Assignment. Contractor may not assign this Contract or any of its rights or delegate any of its duties or obligations hereunder, voluntarily, or involuntarily, whether by merger (regardless of whether it is the surviving or disappearing entity), conversion, consolidation, dissolution, or operation of law to any other party without the prior written approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other governmental entity if such assignment is made reasonably necessary by operation of controlling law or regulation. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

12. Change of Control. Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following:

- (a) a sale of more than 50% of Contractor's stock;
- (b) a sale of substantially all of Contractor's assets;
- (c) a change in a majority of Contractor's board members;
- (d) consummation of a merger or consolidation of Contractor with any other entity;
- (e) a change in ownership through a transaction or series of transactions;
- (f) or the board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

13. Ordering, Invoices and Payment.

13.1 Authorizing Document. The document for the Contract will be a delivery order. No work should start until the delivery order is received by the Contractor.

13.2 Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for the Solution provided as specified in Statement(s) of Work. Invoices must include an itemized statement of all charges.

13.3 The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Deliverables. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

13.4 The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

13.5 Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

13.6 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if the Solution purchased under this Contract is for the State's exclusive use. Notwithstanding the foregoing, all Fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

13.7 Pricing/Fee Changes. Throughout the Term, all Pricing set forth in this Contract will be as set forth in **Schedule B – Pricing Schedule** and will not be increased, unless the State requires additional licenses, in which case the amount of fee per license the additional licenses will also remain fixed at the rates set forth in **Schedule B – Pricing Schedule**.

14. Liquidated Damages.

14.1 The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law.

14.2 The parties acknowledge and agree that Contractor could incur liquidated damages for more than one event.

14.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

14.4 Amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

15. Reserved.

16. Termination, Expiration, Transition. The State may terminate this Contract, the Support Services, or any Statement of Work, in accordance with the following:

16.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State:

i) endangers the value, integrity, or security of State Systems, State Data, or the State's facilities or personnel;

(ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or

(iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Subsection 16.1**, the State will issue a termination notice specifying whether Contractor must:

(i) cease performance immediately in the event of a breach of (a)(i) or (a)(ii) above, or as otherwise provided elsewhere in this Contract, or

(ii) continue to perform as specified for all other breaches that the State deems curable and which the State will provide a 30-day right to cure.

(iii) If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection 16.2.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination, including any prepaid Fees.

16.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, in the event of appropriation or budget shortfalls without prior notice. In all other instances, the State may terminate this Contract in whole or in part, without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls by providing a 30-day prior written notice. The termination notice will specify whether Contractor must:

(a) cease performance immediately. If the State terminates this Contract for convenience the State will not be entitled to any refund of Fees prepaid by the State and Contractor must submit all invoices for Services accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Services accepted by the State under this Contract, or

(b) continue to perform in accordance with **Subsection 16.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

16.3 Transition Responsibilities.

(a) Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 365 calendar

days; the “**Transition Period**”), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to:

- (i) continuing to perform the Services at the established Contract rates;
- (ii) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State’s designee;
- (iii) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, and comply with **Section 22**, including without limitation, the return or destruction of State Data at the conclusion of the Transition Period; and
- (iv) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the “**Transition Responsibilities**”). The Term of this Contract is automatically extended through the end of the Transition Period.

(b) Contractor will follow the transition plan attached as **Schedule G** as it pertains to both transition in and transition out activities.

17. Indemnification.

17.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all third party actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

- (a) any infringement, misappropriation, or other violation of any Intellectual Property Right or other right of any third party;
- (b) Contractor shall defend, indemnify and hold the State harmless from and against any Claim against the State arising out of (i) any breach by the Contractor of applicable Privacy Laws; (ii) any breach by the Contractor of its data security obligations under the Contract; or (iii) an allegation that the Solution as provided hereunder infringes an issued

patent or other IP Right. If any aspect of the Solution is found or, in the Contractor's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or the continued use of the Solution is enjoined, then the Contractor will promptly and at its own cost and expense at its option: (i) obtain for the State the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, the Contractor determines in good faith that options (i) - (iii) are not feasible, the Contractor will remove the infringing items from the Solution and refund to the State on a pro-rata basis any prepaid unused fees paid for such infringing element. . The Contractor shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Contract with any product, device, or software not supplied by the Contractor to the extent the combination creates the infringement, unless the Documentation or Specifications refers to a combination with such Solution (without directing the State not to perform such a combination); (ii) the unauthorized alteration or modification by the State of the Solution; or (iii) Everbridge's compliance with the State's designs, specifications, requests, or instructions pursuant to an engagement for Contractor's Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

17.2 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to:

- (a) regular updates on proceeding status;
- (b) participate in the defense of the proceeding;
- (c) employ its own counsel; and to
- (d) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to

be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

18. Reserved.

19. Disclaimer of Damages and Limitation of Liability.

19.1 The State's Disclaimer of Damages. THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

19.2 The State's Limitation of Liability. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.

19.3 CONTRACTOR'S LIABILITY LIMITS. To the maximum extent permitted by law, the Contractor will not be liable for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Contractor has been advised of the possibility of such damage. Except for its indemnification obligations under Section 17, notwithstanding anything in this Contract to the contrary, in no event shall Contractor's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort or otherwise, exceed the greater of \$1,000,000.00 or five times the last annual fees paid under this Contract.

20. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or

other proceeding (collectively, "**Proceeding**") involving Contractor, a Permitted Subcontractor, or an officer or director of Contractor or Permitted Subcontractor, that arises during the term of the Contract, including:

- (a) a criminal Proceeding;
- (b) a parole or probation Proceeding;
- (c) a Proceeding under the Sarbanes-Oxley Act;
- (d) a civil Proceeding involving:
 - (i) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or
 - (ii) a governmental or public entity's claim or written allegation of fraud; or
- (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

21. State Data.

21.1 Ownership. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes:

- (a) User Data;
- (b) all data made available to Contractor for or during the provision of the Solution, including but not limited to all text, sound, video, image files, or software; and
- (c) any other data collected, used, Processed, stored, or generated in connection with the Solution, including but not limited to:
 - (i) personally identifiable information ("**PII**") collected, used, Processed, stored, or generated as the result of the Solution, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and
 - (ii) protected health information ("**PHI**") collected, used, Processed,

stored, or generated as the result of the Solution, which is defined under the Health Insurance Portability and Accountability Act ("HIPAA") and its related rules and regulations.

21.2 State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State.

21.3 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Solution, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Solution. Contractor must:

- (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss;
- (b) use and disclose State Data solely and exclusively for the purpose of providing the Solution, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law;
- (c) store and maintain State Data in the United States and
- (d) not use, sell, rent, transfer, mine, distribute, commercially exploit, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. Contractor's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.

21.4 Third-Party Requests. Contractor will immediately notify the State upon receipt of any third-party requests which in any way might reasonably require Access to State Data. Contractor will notify the State Program Managers or their designees by the fastest means available and also in writing. Contractor must provide such notification within twenty-four (24) hours from Contractor's receipt of the request. Contractor will not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State. Upon request by the State, Contractor must provide to the State, its proposed response to the third-party request with adequate time for the State to review, and, as it deems necessary, to revise the response, object, or take other action.

21.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is reasonably suspected to compromise the security, confidentiality, integrity, or availability of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable:

- (a) notify the State as soon as practicable but no later than 24 hours of becoming aware of such occurrence;
- (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;
- (c) in the case of PII or PHI, at the State's sole election:
 - (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or
 - (ii) reimburse the State for any costs in notifying the affected individuals;
- (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- (e) perform or take any other actions required to comply with applicable law as a result of the occurrence;
- (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;
- (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental

expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence;

(h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and

(i) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. Contractor shall not name or identify the State in any public notification.

21.6 The parties agree that any damages arising out of a breach of the terms set forth in this **Section** are to be considered direct damages and not consequential damages.

22. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

22.1 Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the

disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

22.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where:

- (a) the subcontractor is a Permitted Subcontractor;
- (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and
- (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence.

22.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

22.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

22.5 Surrender of Confidential Information. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination or expiration, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Contractor must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Contractor must destroy the Confidential Information as specified above. The Contractor must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State.

23. Records Maintenance, Inspection, Examination, and Audit.

23.1 Right of Audit. Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify financial and accounting compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

23.2 Right of Inspection. Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within 45 calendar days.

23.3 Application. This **Section 23** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

24. Support Services. Contractor will provide the State with the Support Services described in the Service Level Agreement attached as **Schedule D** to this Contract. Such Support Services will be provided:

- (a) Free of charge during the Warranty Period.
- (b) Thereafter, for so long as the State elects to receive Support, in consideration of the State's payment of Fees for such services in accordance with the rates set forth in the Pricing Schedule.

25. Data Security Requirements. Throughout the Term and at all times in connection to the Solution, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule E** to this Contract.

26. Training. Contractor will provide, at no additional charge, training on the Solution provided hereunder in accordance with the times, locations and other terms set forth in a Statement of Work. Upon the State's request, Contractor will timely provide training for additional Authorized Users or other additional training on the Solution for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in the Pricing Schedule.

27. Maintenance Releases; New Versions.

27.1 Maintenance Releases. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

27.2 New Versions. Provided that the State is current on its Fees, during the Term, Contractor will provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

27.3 Reserved.

27.4 Supported Third-Party and Open-Source Components. Contractor will utilize only currently supported versions of all Third-Party or Open Source Components.

28. Reserved.

29. Contractor Representations and Warranties.

29.1 Authority. Contractor represents and warrants to the State that:

- (a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) It has the full right, power, and authority to enter into this Contract, and to perform its contractual obligations;
- (c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and
- (d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.
- (e) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606.

29.2 Bid Response. Contractor represents and warrants to the State that:

- (a) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the Solicitation; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;
- (b) All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;
- (c) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous 5 years for the

reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

(d) If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

29.3 Software Representations and Warranties. Contractor further represents and warrants to the State that:

(a) Contractor is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto or is the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the Intellectual Property Rights to the Software or to use the Software in the Contract (i) without the further consent of any third party and (ii) without conditions or requirements not set forth in this Contract;

(b) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(c) the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(d) neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

(i) conflict with or violate any applicable law;

(ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii) require the provision of any payment or other consideration to any third party;

(e) as provided by Contractor, the Solution does not and will not at any time during the Term contain any:

(i) Harmful Code; or

- (ii) Third party or Open Source Components that operate in such a way that it is developed or compiled with or linked to any third-party or Open Source Components, other than Approved Third-Party Components.
- (f) all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and
- (g) Contractor will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract.
- (h) when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet all applicable specifications, and function in all respects, in conformity with this Contract and the Documentation;
- (i) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever;
- (j) no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software.
- (k) all Configurations or Customizations made during the Term will be forward-compatible with future Maintenance Releases or New Versions and be fully supported without additional costs.
- (l) If Contractor Hosted:
 - (i) Contractor will not advertise through the Solution (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
 - (ii) the Solution will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract,

including the Availability and Availability Requirement provisions set forth in the Service Level Agreement;

(iii) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Solution in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Solution have any material undocumented feature;

(m) During the Term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Solution, will apply solely to Contractor or its Permitted Subcontractors. Regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State Systems or networks.

29.4 Disclaimer. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTRACTOR DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SMS Transmission. THE STATE ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, CONTRACTOR RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION

30. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value including an offer of employment; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any Permitted Subcontractor that provides the Solution in connection with this Contract.

31. Compliance with Laws. Contractor, its subcontractors, including Permitted Subcontractors, and their respective Representatives must comply with all laws in connection with this Contract.

32. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and Executive Directive [2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

33. Unfair Labor Practice. Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

34. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non*

conveniens. Contractor must appoint an agent in Michigan to receive service of process.

35. Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

36. Force Majeure

36.1 Force Majeure Events. Neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or regional technology interruption beyond the control of Contractor (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

36.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor’s performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor’s performance hereunder continues substantially uninterrupted for a period of 5 Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor’s performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

36.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

(a) in no event will any of the following be considered a Force Majeure Event:

(i) shutdowns, disruptions or malfunctions of the Solution or any of Contractor's telecommunication or internet services over which the Contractor has reasonable control other than as a result of general and widespread internet or telecommunications failures that are not limited to the Solution; or

(ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 21** (State Data), **22** (Non-Disclosure of Confidential Information), or **17** (Indemnification) of the Contract, Disaster Recovery and Backup requirements set forth in the Service Level Agreement, Availability Requirement (if Contractor Hosted) defined in the Service Level Agreement, or any data retention or security requirements under the Contract.

37. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance. Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party decides that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

38. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

39. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

40. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

41. Survival. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.

42. Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract for transactions with MiDEAL members and other states (including governmental subdivisions and authorized entities). For clarity, Contractor will not be obligated to pay an additional 1% administrative fee for payments made to the Contractor under the Contract for transactions with the State itself. Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>.

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

43. Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal.

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities) and (b) State of Michigan employees.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

44. Contract Modification. This Contract may not be amended or modified in any way, except by a properly signed **Change Notice**. Notwithstanding the foregoing, no

subsequent Statement of Work or Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

45. Accessibility Requirements.

45.1 All Software provided by Contractor under this Contract, including associated content and documentation, must at all times conform to the Digital Accessibility Standards. Throughout the Term of the Contract, Contractor must:

- (a) maintain compliance with the Digital Accessibility Standards;
- (b) comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;
- (c) ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to the Digital Accessibility Standards;
- (d) promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;
- (e) upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and
- (f) participate in the State of Michigan Digital Standards Review described below.

45.2 State of Michigan Digital Standards Review. Throughout the Term, Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to review and validate Contractor's accessibility and compliance with the Digital Accessibility Standards. Prior to the solution going-live an assessment is required, and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.

45.3 Warranty. Contractor warrants that all conformance claims regarding conformance to the Digital Accessibility Standards made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Subsection 16.1**.

45.4 Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards.

45.5 Failure to comply with the requirements in this **Section 45** shall constitute a material breach of this Contract.

46. Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

47. Relationship of the Parties. The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

48. Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

49. No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

50. Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy, until or unless required by that court. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

51. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to “intellectual property,” and all Deliverables are and will be deemed to be “embodiments” of “intellectual property,” for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the “Code”). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to all Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate will become subject to any bankruptcy or similar proceeding:

(a) all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor’s rejection of this Contract; and

(b) the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Deliverables, and the same, if not already in the State’s possession or in escrow, if applicable, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

52. Schedules. All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Pricing Schedule
Schedule C	Insurance Schedule
Schedule D	Service Level Agreement
Schedule E	Data Security Requirements
Schedule F	Disaster Recovery Plan
Schedule H	Acceptance Use Policy

53. Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

54. Entire Agreement. These Terms and Conditions, including all Statements of Work and other Schedules and Exhibits (again collectively the "Contract") constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the Terms and Conditions, the Schedules, Exhibits, and a Statement of Work, the following order of precedence governs: (a) first, these Terms and Conditions and (b) second, Schedule E – Data Security Requirements and (c) third, each Statement of Work; and (d) fourth, the remaining Exhibits and Schedules to this Contract. NO TERMS ON CONTRACTOR'S INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO STATE'S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

SCHEDULE A – STATEMENT OF WORK

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Schedule shall have the respective meanings given to them in Section 1 of the Contract Terms and Conditions.

Term	Definition
CFA	Correctional Facilities Administration (MDOC)
CIP	Cybersecurity & Infrastructure Protection
DNR	Department of Natural Resources
EOC-DC	Enterprise Operations Center-Data Center
FOA	Field Operations Administration (MDOC)
Mass Notification Systems	Mass notification systems simultaneously broadcast real-time alerts and information to large numbers of individuals. The primary function of mass notification systems is to quickly alert people to potential threats or emergency situations and direct them how to respond to those situations.
MDOC	Michigan Department of Corrections
OCTO	Office of the Chief Technology Officer
OIP	Office of Infrastructure Protection (CIP)
Public Facing	Any solution available for General Public consumption.
Solution	Deliverables (including but not limited to Software, Hardware, and Documentation) and Services (including but not limited to Hosting Services, Support Services), singularly or in any combination thereof as set forth in a Statement of Work intended to address the State's needs.

2. BACKGROUND

The State currently has several agencies that require a Mass Notification System to send out critical alerts and information. Those agencies are:

1. **DTMB OCTO**

The Office of the Chief Technology Officer (OCTO) Enterprise Operations Center-Data Center (EOC-DC) utilizes the Mass Notification System to notify personnel of IT Service outages, major Incidents, disasters, building closures and building evacuations as well as IT Alerting to contact on-call personnel.

2. **DTMB CIP** Cybersecurity & Infrastructure Protection (CIP) Office of Infrastructure Protection (OIP) uses the Mass Notification System to provide State employee emergency communication via email, text, and voice to up to approximately 55,000 employees. CIP also sends emergency notifications to subsets of state employees based on geographic or building location. CIP also provides emergency notifications to subgroups of state employees. CIP maintains and updates these subgroups as needed.

3. **DNR** Michigan Department of Natural Resources (DNR) Law Enforcement Division (LED) and DNR Emergency Management Coordinator (EMCO) utilizes the Mass Notification System for internal communications only. LED staff are restricted to utilize the system for official business communications only. Examples of accepted use are: Funeral information, death notices, promotional opportunities, etc. The EMC or his/her appointed designees utilize the system to communicate critical incident notifications and updates to the Department's Executive and Emergency Management support staff.

4. **MDOC** Michigan Department of Corrections (MDOC) utilizes the Mass Notification System to notify personnel and the community of major Incidents, disasters, mobilizations, emergencies regarding correctional facilities (escapes), building closures and building evacuations. MDOC utilizes a couple levels of internal messaging also for Headquarters, all correctional facilities, emergency response teams, and FOA Offices, MDOC also uses the solution for public facing alerts from correctional facilities and FOA offices.

3. PURPOSE

The State is contracting for a Contractor Hosted Mass Notification System and applicable Services, referred herein as the "Solution", that will simultaneously broadcast real-time alerts and information to large numbers of individuals via voice call, text and mobile app through lists or geo-targeting.

The Solution must provide a communication platform that allows personnel to better prepare, make better decisions, and respond quickly and confidently during disruptive

events for State of Michigan employees, Contractors, as well as Michigan residents. The solution will also facilitate two-way communication to confirm people are safe.

The Solution platform must be reliable and scalable. It must send consistent and error-free messages quickly to the correct audience and use automated and customized responses to activities. It must have a simple, powerful & intuitive User Interface (UI). It must provide dashboard(s) to monitor critical events in real-time and allow all activities to be audited and analyzed. The solution must have IT Alerting to track in real time who is on-call on each team and alert the right people based on the type of incident, time of day, skill set required and location including automated escalation that will kick in if people don't acknowledge in a timely manner.

The solution should be accessible via smartphone or tablet. It will allow designated users to monitor and initiate communications from smartphones and tablets as well allow employees and internal stakeholders to receive push notifications, respond to and initiate messages, and send pictures and geographic location directly to the console from a smartphone.

Term of the Agreement: 5 Base years; 5 1-year Option years

There will be no acceptance testing required for the scope of this SOW.

4. IT ENVIRONMENT RESPONSIBILITIES

Contractor will meet components and will maintain compliance with the requirements of **Schedule E – Data Security Requirements.**

Contractor Hosted Software Solution Definitions:

Facilities – Physical buildings containing Infrastructure and supporting services, including physical access security, power connectivity and generators, HVAC systems, communications connectivity access and safety systems such as fire suppression.

Infrastructure – Hardware, firmware, software, and networks, provided to develop, test, deliver, monitor, manage, and support IT services which are not included under Platform and Application.

Platform – Computing server software components including operating system (OS), middleware (e.g., Java runtime, .NET runtime, integration, etc.), database and other services to host applications.

Application – Software programs which provide functionality for end user and Contractor services.

Storage – Physical data storage devices, usually implemented using virtual partitioning, which store software and data for IT system operations.

Backup – Storage and services that provide online and offline redundant copies of software and data.

Development - Process of creating, testing and maintaining software components.

Component Matrix	Name all contractor(s) and/or subcontractor(s) providing each contract component
Facilities	AWS
Infrastructure	Amazon Web Services Cloudflare Everbridge Microsoft Corporation Pendo.io PMG.net Pubnub Salesforce.com Snowflake Sumo Logic, Inc. Zendesk Agora Lab, Inc. American Messaging Apple, Inc Database Systems Corp Free Conference Call.com Google, Inc. & Firebase Cloud Messaging Kaleyra Inc. US Interpage Lumen Technologies Spok.com US Tata Communications (America) Inc. Twilio Inc. Vonage
Platform	Everbridge
Application	Everbridge
Storage	Everbridge
Backup	Everbridge
Development	Everbridge

5. ADA COMPLIANCE

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. All websites, applications, software, and associated content and documentation provided by the Contractor as part of the Solution must comply with the Digital Accessibility Standards.

6. USER TYPE AND CAPACITY

Contractor Solution must meet the expected number of concurrent Users below and must scale up or down without affecting performance to meet the future needs of the State.

Furthermore, the Contractor will ensure that it can satisfy the State's future demand for increased notification and incident management services by giving the State the capability to send and receive near-infinite messages for both emergency incidents and daily operational communications.

OCTO			
Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	N/A	N/A	N/A
State Employees (Platform Admin)	Admin	9	9
State Employees	Read and Write	30	30

CIP			
Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	N/A	N/A	N/A
State Employees (Platform Admin)	Admin	<u>3</u>	<u>3</u>
State Employees	Read and Write	<u>30</u>	30

DNR			
Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	N/A	N/A	N/A
State Employees (Platform Admin)	Admin	<u>6</u>	<u>6</u>
State Employees	Read and Write	<u>65</u>	<u>65</u>

State Employees	Read	300	300
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MDOC			
Type of User	Access Type	Number of Users	Number of Concurrent Users
Public Citizen	Read	25,854	25854
State Employees	Admin	10	10
State Employees	Read and Write	30	30
State Employees	Read	541	541

7. ACCESS CONTROL AND AUTHENTICATION

The Contractor's Solution must implement identity federation with the State's MiLogin IT Identity and Access Management (IAM) environment as described in the State of Michigan Administrative Guide ([1340.00.020.08 Enterprise Identity and Access Management Services Standard \(michigan.gov\)](#)).

To support federation with the SOM MiLogin solution, the Contractor's solution must support SAML, OpenID or OAuth federated identity protocols.

Solutions running within the States internally managed IT environment may be suitable for integration with the State's Active Directory services as identified in the 1340.00.020.08 standard.

8. DATA RETENTION AND REMOVAL

The Solution allows the State to retain all data for the entire length of the Contract.

The Solution allows the State to delete data, even data that may be stored off-line or in backups.

The Solution allows the State to retrieve data, even data that may be stored off-line or in backups.

9. END USER AND IT OPERATING ENVIRONMENT

The SOM IT environment includes FedRAMP authorized major cloud providers and on-premise market leading virtualization environments, with supporting platforms that includes enterprise storage, monitoring, and management running in house and in cloud hosting provides.

Contractor must accommodate the latest browser versions (including mobile browsers) as well as some pre-existing browsers. To ensure that users with older browsers are still able to access online services, applications must, at a minimum, display and function correctly in standards-compliant browsers and the state standard browser without the use of special plug-ins or extensions. The rules used to base the minimum browser requirements include:

- Over 2% of desktop and mobile & tablet site traffic, measured using Michigan.gov sessions statistics and
- The current browser identified and approved as the State of Michigan standard

This information can be found at <https://www.michigan.gov/browserstats>. Please use the most recent calendar quarter to determine browser statistics. Support is required for those desktop and mobile & tablet browsers identified as having over 2% of site traffic.

Contractor must support the current and future State standard environment at no additional cost to the State.

10. SOFTWARE

To meet the needs of the State, the Contractor, Everbridge, will provide the hosted Critical Event Management (CEM) platform and set of SaaS-based modules Solution, including the following as well as meeting the requirements identified in **Schedule A – Table 1 Business Specification Worksheet**.

1. Everbridge IT Alerting:

Everbridge IT Alerting tracks in real time who is on-call on each team, and alerts the right people based on the type of incident, time of day, skill set required and location. Automated escalation will kick in if people don't acknowledge in a timely manner. Interactive dashboards give visibility and insights into incident response across all areas of IT. Smart Analytics provides incident response trends which is available by group, time or type to help continuously improve processes and assist managers with resource planning and optimizing response times and Service Level Agreements (SLAs).

2. Everbridge Mass Notification with Incident Communications:

Everbridge Mass Notification with Incident Communications will broadcast messages via voice call, text, and mobile application. The tool will allow the user to select the audience – individuals or groups, through lists or geo-targeting, along with facilitating two-way communication.

3. Everbridge Mobile Applications:

The Solution provides Everbridge mobile applications for both iOS and Android operating systems.

The Everbridge mobile applications include ManageBridge (Client Administrative Users), the Everbridge Mobile App (for State employees and other recipients Users), and the Everbridge Public Safety App (for residential recipients). Using the ManageBridge application with a smartphone or tablet, the Everbridge system can be accessed for launching/managing notifications. ManageBridge brings the same set communications features available in Mass Notification to administrators who frequently use mobile devices. Everbridge Mobile App allows employees and internal stakeholders to receive push notifications, respond to and initiate messages, and send pictures and geographic location directly to the Everbridge console from a smartphone.

4. Everbridge Nixle 360:

Nixle360 is an opt-in service where contacts (people who want to receive notifications) can register for notifications by sending a keyword or zip code text to a designated number. Messages can be sent via text, email, social media, or voice. Contacts can be identified by groups, keywords or geo shapes.

Software requirements are identified in **Schedule A – Table 1 Business Specification Worksheet**.

Contractor must provide a list of any third-party components, and open source component included with or used in connection with the deliverables defined within this Contract. This information must be provided to the State on a quarterly basis and/or if a new third-party or open source component is used in the performance of this Contract.

Look and Feel Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site standards which can be found at <https://www.michigan.gov/standards>.

Mobile Responsiveness

The Software must utilize responsive design practices to ensure the application is accessible via a mobile device.

11. INTEGRATION

The Contractor must integrate the Solution to the following technologies. The Contractor will also provide such integration services necessary for the proper functioning of the Solution at no additional cost to the State. The Contractor also agrees to provide necessary integration services to the purchased Solution for future needs the State may have at no additional cost.

1.	<u>Remedy (Helix) CTO'S OFFICE ONLY</u> Integration (2-Way) between Everbridge IT Alerting and Helix ITSM Incident version 21.3 that leverages the Everbridge IT Alerting iPaaS, REST APIs and Flow Designer workflow. The Everbridge IT Alerting notification Solution must integrate with the State of Michigan's (SOMs) upgraded cloud solution Remedy, Helix ITSM Incident. The purpose of requiring the API is that IT alerting automates and streamlines the way DTMB IT escalates to DTMB on-call IT incidents to resolve issues faster and minimize SOM impact on critical SOM systems. The Solution will notify and escalate on-call based on integration with Remedy/Helix (Ticket priority, assigned group, on-call schedule) and have the ability to customize sender phone number for Remedy/Helix ticket notification.
2.	<u>State of Michigan Continuity Management System (MiCMS)- CTO'S OFFICE</u> The Everbridge notification tool must integrate with the Michigan Continuity Management System (MiCMS) via an API. The purpose of requiring the API is that MiCMS populates the HRMN contact information for SOM employees (limited availability for contractors) and populates Disaster Recovery, Business Continuity Plans (BCP) and COOP call lists into Everbridge.
3.	<u>MiLOGIN</u> The Contractor's solution must implement identity federation with the State's MiLogin IT Identity and Access Management (IAM) environment as described in the State of Michigan Administrative Guide (1340.00.020.08 Enterprise Identity and Access Management Services Standard (michigan.gov)). To support federation with the SOM MiLogin solution, the Contractor's solution must support SAML, OpenID or OAuth federated identity protocols.

12. RESERVED

13. RESERVED

14. TRAINING SERVICES

At no additional cost to the State, the Contractor must provide administration an end-user training for all necessary implementation, go-live support, and transition to customer self-sufficiency of the Solution for the term of the Contract.

Contractor will provide the State access to the Everbridge's online Learning Management System for interactive, web-based training to ensure a customer's initial and ongoing system proficiency to cover all Everbridge products used by the State. Training will consist of self-paced courses between 10 and 60 minutes in length, learning paths, and user certifications with assessments.

15. RESERVED

16. DOCUMENTATION

Contractor must provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the contract.

The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

17. RESERVED

18. CONTRACTOR PERSONNEL

Contractor Contract Administrator. Contractor resource who is responsible to(a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor
Lindsay Rogers 25 Corporate Drive, 4th Floor Burlington, MA 01803 781-373-9800 legal@everbridge.com

19. CONTRACTOR KEY PERSONNEL

Contractor Project Manager. Contractor resource who is responsible to serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services, matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Dwight Paul 25 Corporate Drive, 4th Floor Burlington, MA 01803 937-741-3674 Dwight.Paul@everbridge.com

Contractor Security Officer. Contractor resource who is responsible to respond to State inquiries regarding the security of the Contractor's Solution. This person must have sufficient knowledge of the security of the Contractor Solution and the authority to act on behalf of Contractor in matters pertaining thereto. Contractor must inform the State of any change to this resource.

Contractor
Henry Yu 25 Corporate Drive, 4th Floor Burlington, MA 01803 781-373-9800 Henry.Yu@everbridge.com

20. CONTRACTOR PERSONNEL REQUIREMENTS

Background Checks. Contractor must present certifications evidencing satisfactory ICHAT and drug test results for all staff identified for assignment to this project to the State of Michigan Program Manager designated for this Contract. In addition, proposed Contractor personnel will be required to complete a Michigan State Police background check and/or submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC), if required by project.

Annually, Contractor must perform an ICHAT for all staff identified for assignment to this project. Annual background check results will be reported to the State of Michigan Program Manager designated for this Contract.

Contractor, while employed with DTMB, will disclose to the State of Michigan Program Manager for this Contract, in writing at or before the beginning of the next scheduled duty shift:

- a. A felony or misdemeanor court conviction, whether by guilty plea, no contest plea or trial.
- b. A felony arraignment.
- c. Restriction, suspension, or loss of driving privileges for any reason, if the employee's current position requires possession of a valid driver's license.

Contractor will pay for all costs associated with ensuring its staff meet all requirements.

Contractor must notify the State Program Manager(s) prior to removing or replacing any Contractor Personnel with access to State Data under this Contract. Contractor must also provide written certification to the State Program Manager(s) that Contractor Personnel's access to State Data has been terminated. Contractor must notify the State in advance of allocating Contractor Personnel to multiple State Contracts or Projects (discuss timeframe for notification). Contractor must provide detail of how a given Contractor Personnel meets the resource experience requirements in advance of replacing a Contractor Personnel. Contractor must provide monthly summary of Contractor Personnel allocation for all Contractor Personnel who have access to State Data.

Contractor must seek approval from the State prior to removing or replacing any Contractor Personnel with access to State Data.

Offshore Resources. Use of Offshore Resources is prohibited per the Schedule E – Data Security Requirements. Contractor must comply with the data security and other requirements in this Contract.

Disclosure of Subcontractors. If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.

21. STATE RESOURCES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Contract Administrator
Name Kristine Mills
Phone 517-242-6402
Email millsk11@michigan.gov

Program Managers. The DTMB and Agency Program Managers (or designee) will jointly approve all Deliverables and day to day activities.

Agency Program Manager (CTO)
Name: Amber O'Berry
Phone: 517-930-9718
Email: oberria@michigan.gov

Agency Program Manager (CIP)
Name: Richard Dover
Phone: 517-930-7949
Email: doverr1@michigan.gov

Agency Program Manager (DNR)
Name: Jennifer Wolf
Phone: 517-719-0028
Email: wolfj1@michigan.gov

Agency Program Manager (MDOC)
Name: Bernie Scott
Phone: 517-241-8414
Email: scottb4@michigan.gov

DTMB Program Manager (DNR)
Name: Laura Brancheau
Phone: 517-335-1334
Email: brancheaul@michigan.gov

DTMB Program Manager (MDOC)
Name: David Enslin
Phone: 517-930-6332
Email: enslind@michigan.gov

22. MEETINGS

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State's Project Manager and the identified State resources to review the Contract as well as implementation schedule for Single Sign On. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

The Contractor must attend the following meetings, at a location and time as identified by the state, at no additional cost to the State:

- MDOC will have a separate Kickoff Meeting

23. PROJECT CONTROL & REPORTS

Once the Project Kick-Off meeting has occurred, the Contractor Project Manager will monitor any project implementation progress and report on a weekly basis to the State's Project Manager the following:

- Progress to complete milestones, comparing forecasted completion dates to planned and actual completion dates
- Accomplishments during the reporting period, what was worked on and what was completed during the current reporting period
- Indicate the number of hours expended during the past week, and the cumulative total to date for the project. Also, state whether the remaining hours are sufficient to complete the project
- Tasks planned for the next reporting period
- Identify any existing issues which are impacting the project and the steps being taken to address those issues
- Identify any new risks and describe progress in mitigating high impact/high probability risks previously identified
- Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

At the State's discretion, all Contractors must submit and enter weekly timesheets into the State of Michigan's Project Portfolio Management tool, Clarity PPM, for approval and reporting. The weekly Clarity PPM timesheet will contain hours worked for assigned project tasks.

24. PROJECT MANAGEMENT

For any implementations, the Contractor Project Manager will be responsible for maintaining a project plan and schedule (or approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor.

Milestones/Deliverables for Implementation

Although the Solution (Everbridge Mass Notification and IT Alerting for DTMB and DNR, and Everbridge Nixle solution for MDOC) is already implemented for State use at the time of Contract execution, the Contractor has provided the following Implementation Plan for Single Sign-On (implementation for MiLogin integration in applicable environments (e.g. Dev, UAT, Production), user portals (e.g. Citizen, Business , Worker), and instances (OCTO, CIP, DNR, MDOC).

Milestone Event	Associated Milestone Deliverable(s)	Schedule
Project Planning	Single Sign-On Onboarding Kick-off Meeting, Single Sign-On Integration Schedule	Contract Execution + 20 calendar days
Requirements and Design Validation	Validation sessions, Final Requirements Validation Document, Final Design Document, Final Implementation Document	Execution + 35 calendar days
Provision environments	Validate Test and Production environments	Execution + 50 calendar days
Installation and Configuration of software	Final Solution and Testing Document; 2-week progression from dev to QA and QA to prod environments	Execution + 80 calendar days

Testing and Acceptance	Final Test Results Report Final Acceptance	Execution+90 calendar days
Post Production Warranty	Included in the cost of Solution.	Production + 90 calendar days
Production Support Services	Ongoing after Final Acceptance.	Ongoing

25. RESERVED

26. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

27. MDOC SPECIFIC REQUIREMENTS

1. Security

The Contractor/subcontractor and any staff assigned to this contract will be subject to the following security procedures:

- A. No active warrants or pending charges on any staff assigned to this contract.
- B. MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.
- C. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
- D. Has not engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution as defined in 42 U.S.C. 1997.
- E. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity facilitated by force, overt or implied threats of force or coercion, or if the victim did not consent or was unable to consent or refuse.

- F. Has not been civilly or administratively adjudicated to have engaged in the activity described in letter E. above.
- G. The MDOC may investigate the Contractor/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/Subcontractor's personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC). Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
- H. The Contractor/subcontractor's personnel must be LEIN cleared and received written approval from the MDOC's Program Manager and Contract Manager initially and annually by MDOC prior to any work with MDOC offenders. Any Contractor/subcontractor staff with an identified felony conviction must receive approval through the MDOC Deputy Director or designee.
- I. A completed LEIN Information Form for each staff assigned to the contract must be sent to the MDOC-PMCD-CFA-LEINS@michigan.gov and approved by MDOC prior to Contractor/subcontractor's personnel working with MDOC offenders and annually following approval. There is no cost associated with the LEIN. The LEIN form will be provided to the Contract awardee(s).
- J. The Contractor/subcontractor must document if a Contractor/subcontractor's personnel assigned to the Contract is related to or acquainted with an offender incarcerated and under the jurisdiction of the MDOC. For Contractor/subcontractor's personnel who are related to or acquainted with an offender, the Contractor/subcontractor's staff member must complete the MDOC LEIN Information Form and submit it to the MDOC Program Manager or designee. The Contractor must ensure its personnel and subcontractor's personnel complete the form and notify the MDOC Program Manager of any changes throughout the contract term.

- K. The Contractor/subcontractor's personnel will be required to enter State facilities. The State may require the Contractor/subcontractor's personnel to wear State-issued identification badges.
- L. The Contractor/subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.
- M. The Contractor/subcontractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Contractor/subcontractor personnel must also agree to the State's security and acceptable use policies before the Contractor/subcontractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor/subcontractor personnel before the Contractor/subcontractor presents the individual to the State as a proposed resource. Contractor/subcontractor personnel must comply with all physical security procedures in place within the facilities where they are working.
- N. The MDOC reserves the right to deny access to any correctional facility to anyone who fails to comply with any applicable State, Federal, or local law, ordinance or regulation or whose presence may compromise the security of the facility, its offenders, or staff. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities.
- O. Security is the facility's first priority and the Contractor/subcontractor and its personnel must be responsive and respectful of these needs.
- P. The Contractor/subcontractor and its personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor/subcontractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.

Q. The Contractor/subcontractor personnel must follow the facility entry, exit, manifest process, including the following:

1. The Contractor/subcontractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor/subcontractor personnel's training certificates in the appropriate file for auditing purposes.
2. The Contractor/subcontractor personnel must follow all MDOC rules, procedures and security processes at all times.
3. The Contractor must ensure that all Contractor/subcontractor personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor/subcontractor personnel develop positive and cooperative relationships with MDOC facility staff.
4. The Contractor/subcontractor personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
5. The Contractor/subcontractor personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
6. The Contractor/subcontractor personnel must defer to MDOC correctional facility staff for directions. The Contractor/subcontractor personnel must remember they are a guest in the facility and that security is the first priority of the facility.

2. Non- IT ADA Compliance

- A. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC Program Manager or designee within 24 hours of any request for reasonable accommodation for an offender.
- B. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC PMCD Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor's staff, including temporary and subcontractor staff.

Please Note: All reasonable accommodation aids, services, and equipment needed for Contractor's staff, including temporary and subcontractor staff, is to be provided by the Contractor.

3. Vendor Rules and Regulations

- A. The Contractor will require all contractual staff, including temporary and subcontractor staff, working on MDOC deliverables to review and verify acceptance of the MDOC Vendor Rules and Regulations upon award of Contract. The purpose of the MDOC Vendor Rules and Regulations is to provide the Contractor with general information regarding basic requirements of providing services to the MDOC and provide notice of work rules. Any revisions to the document will be provided to the Contractor throughout the Contract period, and all contractual staff, including temporary and subcontractor staff, must comply with all documentation provided. The Contractor must maintain copies of their staff's completion certificates for auditing purposes.

4. Training

- A. Contractor and/or subcontractor staff, as applicable, providing services under the MDOC contract are required to complete MDOC training prior to providing services or entering into MDOC facilities. The training assigned will be specific to Contractor worksite, level of offender contact, and the services provided under the Contract. Contact the MDOC Contract Manager or designee with any questions concerning MDOC training.
 - a. Contractor and/or subcontractor staff must complete MDOC provided training annually before the end of training year. (The State's training year is October 1st through September 30th.)
 - b. Contractor and/or subcontractor staff must annually review and accept the MDOC Vendor Rules and Regulations document as one of the training requirements. (Section 27 MDOC Specific Requirements, Section 3 Vendor Rules and Regulations)
 - c. Any contractor staff and/or subcontractor staff who do not complete training by the annual September 30th training deadline may have their permission to provide contract deliverables revoked, as determined by the Program Manager or designee.

5. Procurement, Monitoring, and Compliance Division (PMCD)

- A. The Procurement, Monitoring, and Compliance Division (PMCD) provides oversight of MDOC contracts and ensures contractors are delivering services according to contract requirements. The Contract Manager or assigned Contract

Monitor will serve as the lead for all contract related issues. They will ensure the contractual requirements are being met through monitoring activities such as: scheduling kick off meetings, developing monitoring plans, managing service level agreements and transition timelines, and partnering with the MDOC program manager to ensure deliverables are met.

- B. Should any issue(s) arise with a contractor's performance, PMCD is engaged to document the issue(s) and may pursue a model of progressive discipline that leverages tools such as meetings, Corrective Action Plan Requests, and Vendor Performance letters. When a Corrective Action Plan Request is issued, the State requires that the Contractor confirm receipt and submit their Plan of Action within the timeframe outlined in the request. The State also requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request. The Plan of Action must include a solution that resolves the issue so that it does not reoccur.
- C. PMCD utilizes a progressive correction process for unsatisfactory vendor performance. PMCD reserves the right to utilize any of its contract compliance tools to address contract deficiency(cies) whether progressive or not. PMCD will utilize corrective action tools according to the significance of the contract deficiency.

SCHEDULE A – ATTACHMENT 1 – BUSINESS SPECIFICATION WORKSHEET

Business Specification Number	Required Business Specification
General	
1	Multiple levels of role-based security
2	Mass Email delivery
3	Mass SMS Text Delivery
4	Mass Phone Call Delivery
5	Auto Connect to Conference Bridge
6	Multiple Delivery Methods at once
7	Ability to choose delivery method
8	Custom Email Address
9	Ability to create dynamic delivery lists (ie Building, City, Division)
10	Notification Templates
11	Delivery Details (acknowledge receipt)
12	History/Audit Reporting
13	API functionality
14	User Data Upload Capabilities
15	Integration with Remedy/Helix
16	Notify and escalate on-call based on integration with Remedy/Helix (Ticket priority, assigned group, on-call schedule)
17	Ability to customize sender phone number for Remedy/Helix ticket notification
18	Acknowledge on-call notification directly with one click
19	Ability to manage on-call schedules and escalations via on-call calendar
20	Ability to write back to a ticket for on-call notification sent and acknowledgement
21	API Reporting functionality from Disaster Recovery integration
22	Confirmation of Data Replication from Disaster Recovery tool

23	Ability to upload or attach documents and images to the message
24	Ability to filter a message by a geographic area
25	Ability to mask the number of the sender to the recipients, but retain internally the number it was sent from
26	Ability to type a message to leave on voicemail that is sent out-pre-determined number.
27	Ability to access the system through a Mobile Application
28	Ability to schedule notification time.
29	Automated workflows.
Everbridge Enterprise IT Alerting	
30	Ability to identify in real time the right teams and personnel based on who's on-call, location, skillset, and more.
31	Ability to track who is on-call on each team, and alerts the right people based on the type of incident, time of day, skill set required and location.
32	Provide multi-criteria based identification and on-call scheduling to identify the right teams and individuals to engage.
33	Ability to automate the actions and activities associated with the corresponding business processes.
34	Provide a self-service, drag & drop based Graphical User Interface to define and monitor workflows.
35	Provide a wide variety of ready to use workflow components such as computer processes, conditional nodes, human activities.
36	Provide out of the box best practice packs including incident templates, communication plans, runbook, batch tasks.
37	Provide built-in connectors for a wide variety of IT applications system monitoring, SIEM, APM, NPM, DevOps, event correlation tools, BCM, ITSM system such as ServiceNow, Cherwell, BMC Remedy, and collaboration tools like Slack, Microsoft Teams, WebEx teams.
38	Provide automated escalation if people don't acknowledge in a timely manner.
39	Provide a way to send 1-click invitation to join a collaboration channel as part of the targeted notification.
40	Provide interactive dashboards for visibility and insights into incident response across all areas of IT.
41	Provide incident response trends available by group, time or type to help continuously improve processes and assist managers with resource planning, performance, and management of SLAs.
42	Ability to trigger multi-modal targeted notifications from any ITOM, ITIM, SIEM, ITSM, event correlation or service desk system or workload automation solution. The range of integration techniques must include the Everbridge self-service platform, email ingestion, RESTful APIs or our Out-of-the-box connectors.
Everbridge Mass Notification with Incident Communications	
43	Ability to communicate quickly and reliably during emergencies.
44	Provide Targeted Broadcasting - Broadcast to virtually any communication device and channel, including audio, text, and mobile. Select the audience – individuals or groups – through lists or geo-targeting. Facilitate two-way communication to confirm people are safe.
45	Ability to allow messages to be sent in seconds and mobilizes a coordinated response with just a few clicks. The Solution must integrate with HR and BC Planning systems. Eliminate errors with preconfigured templates and guided workflows.

46	Provide Geo-Intelligent-Send Alerts to multiple Contact Paths, such as: • Text • Email • Mobile App Notification • Voice Call • Slack • Social Media & Digital Signage
46	Provide simple, powerful & intuitive user interface to empower users with the ability to: • Manage settings, limits, and defaults through a user-friendly interface • Import and organize contact data in a way that is meaningful to the organization • Define role-based access controls to separately manage users and contacts • Customize portals to allow contacts to update and manage their accounts
Everbridge Mobile Applications	
47	Provide mobile applications for both iOS and Android operating systems that reliably work under adverse network conditions and provides the full communication power of the Everbridge system. Provide a client administrative users application that can: • Monitor and initiate communications from smartphones and tablets while on the go. • Provide real-time, instant updates and gather quick responses to assess what resources are needed and available • Transmit SMS messages in low bandwidth or weak connectivity areas using Apple iOS and Android devices • Create specific stakeholder conference notifications to bring response teams and executives together, or launch secure push notifications on-the-fly • Monitor real-time push notifications from mobile devices using an interactive graphical reporting interface
49	Provide a client non-administrative user application to allow employees and internal stakeholders to receive push notifications, respond to and initiate messages, and send pictures and geographic location directly to the Everbridge console from a smartphone. This client non-administrative user application must: • Allow users to share information via email and SMS. This functionality can be enabled or disabled, based on desires and internal policies • Allow users to provide images from the device camera or from the local photo library. • Allow users to share their geographical location as an option. • Display content and images shared from the mobile application into the vendor's map user interface. • Allow administrators to identify custom categories to proactively collect and categorize important feedback. • Allow administrators to allow contacts to share messages with their extended network. This functionality can be enabled or disabled.
50	Ability to collect field-based intelligence from their recipients by establishing custom "unsolicited messaging" categories that can be used with the Everbridge app to report storm damage, maintenance issues, security concerns, or other critical events that may require immediate attention from the business area.

51	Ability to send notification templates (preset alerts) from the Solution. The single page workflow for creating new "on the fly" (free text alerts) notifications must make it quick and easy to send a new communication within 1 minute.
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SCHEDULE B - PRICING

Table A

Subscription Based - Product Name	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users
	Year One (1/1/2025-12/31-2025)	Year Two (1/1/2026-12/31-2026)	Year Three (1/1/2027-12/31-2027)	Year Four (1/1/2028-12/31-2028)	Year Five (1/1/2029-12/31-2029)
Mass Notification with Incident Communications including Mobile Application	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient
Enterprise IT Alerting	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)
Nixle 360	\$24,849/year (Includes unlimited MDOC employees and public opt-in subscribers)	\$24,849/year (Includes unlimited MDOC employees and public opt-in subscribers)	\$24,849/year (Includes unlimited MDOC employees and public opt-in subscribers)	\$24,849/year (Includes unlimited MDOC employees and public opt-in subscribers)	\$24,849/year (Includes unlimited MDOC employees and public opt-in subscribers)
Everbridge Additional Organization	\$ 500.00/year	\$ 500.00/year	\$ 500.00/year	\$ 500.00/year	\$ 500.00/year
	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)
Custom From Email Address	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)
Total Annual Cost	\$221,894.19	\$221,894.19	\$221,894.19	\$221,894.19	\$221,894.19

Option Years:					
Subscription Based - Product Name	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users	Annual Enterprise Licensing – Unlimited Number of Users
	Year Six (1/1/2030-12/31-2030)	Year Seven (1/1/2031-12/31-2031)	Year Eight (1/1/2032-12/31-2032)	Year Nine (1/1/2033-12/31-2033)	Year Ten (1/1/2034/31-2034)
Mass Notification with Incident Communications including Mobile Application	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient)	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient)	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient)	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient)	\$102,145.19/year (Includes unlimited users for OCTO, CIP, DNR to communicate to up to 60,000 State Employee/ Contractor Recipients. Additional Recipients will be \$1.60 per Recipient)
Enterprise IT Alerting	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)	\$ 94,400.00/year (Includes 250 IT Alerting Resolvers. Additional Resolvers are \$377.60 per Resolver)
Nixle 360	\$24,849/year	\$24,849/year	\$24,849/year	\$24,849/year	\$24,849/year
	(Includes unlimited MDOC employees and public opt-in subscribers)	(Includes unlimited MDOC employees and public opt-in subscribers)	(Includes unlimited MDOC employees and public opt-in subscribers)	(Includes unlimited MDOC employees and public opt-in subscribers)	(Includes unlimited MDOC employees and public opt-in subscribers)
Everbridge Additional Organization	\$ 500.00/year	\$ 500.00/year	\$ 500.00/year	\$ 500.00/year	\$ 500.00/year
	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)
Custom From Email Address	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)	(Qty 1)
Total Annual Cost	\$221,894.19	\$221,894.19	\$221,894.19	\$221,894.19	\$221,894.19

Pricing includes Software and Hosting in SaaS mode for up to specified number of users with read/write/admin access including helpdesk, problem resolution support, updates and new version releases.

Pricing is based on minimum specified licensing amounts set forth on this Schedule; Everbridge reserves the right to adjust pricing based on changes requested by the State and accepted by the Contractor.

1. Implementation Fees.

<u>Mass Notification with Incident Communications including Mobile Application</u>	No additional fees for <u>implementation</u> to meet all requirements as outlined in this Contract
<u>Enterprise IT Alerting</u>	No additional fees for <u>implementation</u> to meet all requirements as outlined in this Contract

2. Postproduction Warranty. The Contractor must provide a 90 calendar days postproduction warranty at no cost to the State. The postproduction warranty will meet all requirements of the contract, including all Support Services identified in Schedule D.

Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order or delivery order; (c) quantity; (d) description of the licensing; (e) unit price; (f) shipping cost (if any); (g) Contractor-generated invoice number (h) total price and (i) Agency name.

Travel and Expenses

The State does not pay for overtime or travel expenses.

Everbridge, Inc.

SCHEDULE C - INSURANCE REQUIREMENTS

Contract No. 250000000156 Mass
Notification System

1. General Requirements. Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.

2. Qualification of Insurers. Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.

3. Primary and Non-Contributory Coverage. All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.

4. Claims-Made Coverage. If any required policies provide claims-made coverage, Contractor must:

a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;

b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.

5. Proof of Insurance.

a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.

- b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
- c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
- d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
- f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.

6. Subcontractors. Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

7. Limits of Coverage & Specific Endorsements.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	

Required Limits	Additional Requirements
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

8. Non-Waiver. This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

SCHEDULE D – SERVICE LEVEL AGREEMENT (CONTRACTOR HOSTED)

1. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract Terms and Conditions.

“Available” and **“Availability”** have correlative meanings and mean the ability to access the Services and send a notification to one or more delivery methods per recipient.

“Availability Requirements” means the percentage of time in a Service Period, as set forth in this Schedule, that the Hosted Services and/or Software must be Available, excluding time the Hosted Services and/or Software is not Available solely because of one or more Exceptions.

“Availability Service Level Credits” means a credit of Fees, which credit is payable to the State for failure to meet the Availability Requirement, as set forth in this Schedule.

“Contact List” means a current list of Contractor contacts and telephone numbers set forth in the attached **Schedule D – Attachment 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

“Corrective Action Plan” means Contractor's written analysis of root causes of Service Errors and/or a Delinquency and Contractor's plan for correction of same, as required by and in such detail as required by and in such detail as required by this Schedule, and which upon written approval by the State, will constitute a Change Notice.

“Critical Service Error” has the meaning set forth in **Subsection 3.6, Solution Support Service Level Table**.

“High Service Error” has the meaning set forth in **Subsection 3.6, Solution Support Service Level Table**.

“Low Service Error” has the meaning set forth in **Subsection 3.6, Solution Support Service Level Table**.

“Medium Service Error” has the meaning set forth in **Subsection 3.6, Solution Support Service Level Table**.

"Resolve", "Resolved", "Resolution" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Service Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing.

"RPO" or "Recovery Point Objective" means the maximum amount of potential data loss in the event of a disaster.

"RTO" or "Recovery Time Objective" means the maximum period of time to fully restore the Hosted Services in the case of a disaster.

"Scheduled Maintenance" means maintenance scheduled in advance to implement updates and/or perform system maintenance.

"Service Availability Report" means a report that describes the Availability and other performance of the Hosted Services and Software during the calendar quarter.

"Service Error" means any failure of any Hosted Service or the Software to be Available or otherwise perform in accordance with the Contract.

"Service Availability Failure" means the Availability Requirements is not met in a Service Period.

"Service Level Metrics" means the required Support Request Response and Resolution times referred to in the Solution Support Service Level Table.

"Service Period" means each calendar quarter during the Term during which Contractor provides the Solution.

"Solution Support Services" means the maintenance and support services Contractor must provide as part of any Solution Contractor provides, as set forth in this Schedule.

"Support Hours" means 24 hours, 7 days a week.

"Support Service Level Failure" means a failure to meet the Service Level Metrics set forth in the Solution Support Service Level Table.

"Support Request" means the State's request for Contractor to Respond to and Resolve a Service Error.

"Support Request Classification" means the type and/or severity designation of a Support Request according to and corresponding to the Service Error Classification of a Service Error that is the subject of a Support Request.

"Support Request Response Time" means the period of time, beginning when Contractor receives a Support Request, within which Contractor must acknowledge, in writing, its receipt of the Support Request, as set forth in the Service Level Table.

2. Service Availability and Availability Service Level Credits.

2.1 Availability Requirement. Contractor shall use commercially reasonable best efforts to achieve Availability of 99.99% or greater in each calendar quarter, with such quarters beginning as of 12:00 a.m. Pacific Standard Time on the first day of a given calendar quarter and ending at 11:59:59 p.m. Pacific Standard Time on the last day of a given calendar quarter.

2.2 Testing Methodology. For the purpose of establishing and measuring Availability, Contractor regularly executes accessibility testing and measures success as an average percentage of the uptime each quarter. The test utilizes an independent third-party solution to monitor the availability of Services from around the world. Availability is measured from multiple geographically distributed locations at multiple times per hour for all Services.

2.3 Scheduled Maintenance. In general, the timing of Scheduled Maintenance will be posted at least five (5) business days prior to the Scheduled Maintenance window. If Scheduled Maintenance is expected to interrupt Availability, then a Scheduled Maintenance service advisory will be posted to the Customer Support Center website.

2.4 SLA Exclusions. The targets set forth in this Service Level Agreement do not apply in the event of disruptions caused by any (i) suspension of Services in accordance with the Agreement; (ii) factors outside of Contractor's reasonable control, including force majeure event(s), or internet access or related problems beyond the demarcation point of Everbridge; (iii) actions or inactions of the State or any third party; or (iv) Scheduled Maintenance.

2.5 Service Availability Reports. Within 30 days after the end of each Service Period, Contractor will provide to the State Service Availability Report.

2.6 Remedies for Service Availability Failures.

(a) In the event of a Service Availability Failure, Contractor will issue to the State the Availability Service Level Credits described in the Service Availability Table below calculated as a percentage of the Fees payable for Hosted Services and Software provided during the applicable quarter:

SERVICE AVAILABILITY TABLE

Availability	Availability Service Level Credits
≥99.50%	None
<99.50% but ≥99.0%	1% of the Quarterly Fee
<99.0% but ≥98.0%	3% of the Quarterly Fee
<98.0%	5% of the Quarterly Fee

(b) Any Availability Service Level Credits due under this **Subsection** will be applied in accordance with payment terms of the Contract.

(c) If a Service Availability Failure occurs in any 2 of 4 consecutive Service Periods, then, in addition to all other remedies available to the State, the State, in its sole discretion, consider it to be a material breach of the Contract.

3. Solution Support and Maintenance Services. Contractor will provide Solution maintenance and support services in accordance with the provisions of this **Section 3**. The Solution Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges, other than as stated in **Schedule B – Pricing Schedule**.

3.1 Support Service Responsibilities. Contractor will:

- (a) respond to all Service Errors in accordance with the **Solution Support Service Level Table**;
- (b) provide unlimited telephone support, 24 hours, seven days a week;
- (c) provide unlimited online support 24 hours a day, seven days a week;
- (d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and
- (e) respond to Support Requests as specified in this **Section 3**.

3.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services and Software to optimize Availability that

meets or exceeds the Availability Requirement. Such monitoring and management includes:

- (a) proactively monitoring on a 24 hour by 7-day basis all Hosted Service and Software functions, servers, firewall and other components of Hosted Service and Software security;
- (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service and Software, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
- (c) if Contractor receives knowledge that the Hosted Service, Software or any of its function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) If Contractor's facility check in accordance with clause (i) above confirms a Hosted Service or Software outage in whole or in part: (A) notifying the State via the Contractor's customer portal , providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until the Services are restored; .

3.3 Service Maintenance. Contractor will continuously maintain the Hosted Services and Software to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, Maintenance Releases, New Versions and other improvements to the Hosted Services and Software, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; Users can subscribe to be informed of service updates, maintenance, service issues, etc. via the Service Advisories link at the top of the Support Center web page. Users can subscribe to receive notifications via email or SMS and have wide latitude in determining which notifications they wish to receive. Notifications regarding messaging, contacts and assets, data feeds, APIs, web interface and Mobile Apps are available. Full documentation regarding registering or unsubscribing can be provided.

and

(b) all such services and repairs as are required to maintain the Hosted Services and Software or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services and Software, so that the Hosted Services and Software operate properly in accordance with the Contract and this Schedule.

3.5 Support Requests. The State may submit a Support Request when the State experiences a Service Error. The State will include in its Support Request the applicable Support Request Classification and a description of the Service Error and the time the State first observed the Service Error. The State will submit each Support Request by e-mail or telephone.

3.6 Solution Support Service Level Table. As set out in the **Solution Support Service Level Table** below, applicable Service Level Metrics will be measured from the time Contractor receives a Support Request until the respective times Contractor has responded to that Support Request. Contractor shall respond to all Support Requests within the following times based on the State's Support Request Classification, subject to the State's written agreement to revise such designation after Contractor's investigation of the reported Service Error:

RESPONSE AND RESOLUTION TIME SERVICE TABLE

Support Request Classification	Definition	Service Level Metric for Required Support Request Response Time
Critical Service Error	Any Service Error comprising system unavailability across the organization where notifications cannot be sent and no workarounds are available.	Contractor shall acknowledge receipt of a Support Request via phone immediately and via Email or support center submission within 4 hours.
High Service Error	A Critical Service Error for all the State's users, issues without a work around, or issues causing delays in notifications.	Contractor shall acknowledge receipt of a Support Request via phone immediately and via Email or support center submission within 4 hours.

Support Request Classification	Definition	Service Level Metric for Required Support Request Response Time
Medium Service Error	Non-critical technical issues for some or all users where a workaround is available and notifications can still be sent.	Contractor shall acknowledge receipt of the Support Request via phone immediately and via Email or support center submission within 4 hours.
Low Service Error	Request for assistance, information, or services that are routine in nature.	Contractor shall acknowledge receipt of the Support Request via phone immediately and via Email or support center submission within 4 hours.

3.7 Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within 60 minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Project Manager and Contractor's management or engineering personnel, as appropriate.

3.8 Corrective Action Plan. If two or more Critical Service Errors occur in any 60 day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within 5 Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State's review and comment.

4. Issuance of Applicable Credits. Contractor will, for each invoice period, issue to the State, together with Contractor's invoice for such period, a written acknowledgement setting forth all Availability Service Credits, which shall be redeemed at renewal as a credit towards the next annual term.

5. RESERVED

6. Data Storage, Backup, Restoration and Disaster Recovery. Contractor must maintain or cause to be maintained backup redundancy and disaster avoidance and recovery procedures designed to safeguard State Data and the State's other Confidential Information, Contractor's Processing capability and the availability of the Hosted Services and Software, in each case throughout the Term and at all times in

connection with its actual or required performance of the Services hereunder. All backed up State Data shall be located in the United States. The force majeure provisions of this Contract do not limit Contractor's obligations under this section.

6.1 Data Storage. Contractor will provide sufficient storage capacity to meet the needs of the State at no additional cost.

6.2 Data Backup. Contractor will conduct, or cause to be conducted, daily back-ups of State Data and perform, or cause to be performed, other periodic offline back-ups of State Data on at least a weekly basis and store and retain such back-ups as specified in **Schedule A**. Contractor must, within 5 Business Days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of State Data.

6.3 Data Restoration. If the data restoration is required due to the actions or inactions of the Contractor or its subcontractors, Contractor will promptly notify the State and complete actions required to restore service to normal production operation. If requested, Contractor will restore data from a backup upon written notice from the State. Contractor will restore the data within 1 Business Day of the State's request. Contractor will provide data restorations at its sole cost and expense.

6.4 Disaster Recovery. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 15 minutes (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule F**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. All updates to the DR Plan are subject to the requirements of this **Section 4**; and provide the State with summary copies of all reports resulting from any testing of or pursuant to the DR Plan at the State's request. If Contractor fails to reinstate all material Hosted Services and Software within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default.

SCHEDULE D – ATTACHMENT 1 – CONTACT LIST

TECHNICAL SUPPORT SERVICES GUIDE

Everbridge is committed to helping our clients achieve and maintain performance excellence. As part of our commitment, it is our goal to improve the Everbridge services by managing and resolving your technical inquiries. The purpose of this document is to communicate the support options and processes, and to effectively manage service expectations.

The following technical support services are available to clients as part of the Everbridge solution:

- The self-service Support Center, email support, and phone support are available 24x7x365.
- A top-priority phone queue to the Emergency Live Operator service is provided to help you send emergency notifications if you cannot access the Everbridge interface directly, and five emergency live operator messages are available per year without any additional cost.
- The Emergency Live Operator service is available 24x7x365.

NOTE: this services guide applies to users of the Everbridge Suite™ solutions. Only English language technical support is provided at this time. The Emergency Live Operator service is unavailable for Crisis Commander clients who do not have access to the Everbridge Suite solution.

Everbridge Technical Support Contact Information

From within the Everbridge Suite solution, choose **Help & Support**, then **Everbridge Support Center** to access the Support Center, where you can access personalized contact information, real-time system status, support cases, and more. Crisis Commander clients can contact support using the information below.

Contact Method	Contact Address/Number
Everbridge Customer Support Email	support@everbridge.com
Global Direct Phone Customer Support	+1 818-230-9798
Australia Toll-Free Customer Support	+61 (1300) 561795
U.S. & Canada Toll-Free Customer Support	866-436-4911
United Kingdom Toll-Free Customer Support	0800-098-8031
Germany Toll-Free Customer Support	0800-184-4301
India Toll-Free Customer Support	000-800-0501-480
France Toll-Free Customer Support	0-805-08-07-12
Spain Toll-Free Customer Support	900-86-85-61
Singapore Toll-Free Customer Support	3158-6002
Norway Customer Support (Mo-Fr, 8:00-16:00 CET)	+47 2350 1600
Everbridge Emergency Live Operator Contact Information	

Australia Toll-Free Emergency Live Operator

+61 (1300) 816168

Global Direct Emergency Live Operator

+1 818-230-9797

U.S. & Canada Toll-Free Emergency Live Operator

877-220-4911

United Kingdom Toll-Free Emergency Live Operator

0800-098-8273

Germany Toll-Free Emergency Live Operator	0800-181-9027
France Toll-Free Emergency Live Operator	0-805-08-06-13
Singapore Emergency Live Operator	+65 3165 5672
Spain Toll-Free Emergency Live Operator	900-83-88-75

Support Center

The Everbridge Support Center contains everything you need to know about our products and services, system status, answers to your questions, and contact information in case you need to submit a support ticket or contact us directly. To access the Support Center from the Everbridge Suite, choose **Help & Support**, then **Everbridge Support Center**.

TRAINING

Everbridge University offers a growing library of over 40 hours of training across more than 80 courses. Administrators and users can watch and listen to animated lessons in order to become an expert on the entire platform, or just get a quick refresher on a key subject. The online courses contain lessons that are focused on a task and are 10 minutes or less in length.

- New team members can get their training without waiting for a class or webinar to be scheduled.
- Rather than trying to find a topic in a webinar that can run an hour or more, the modular training provides specific key training areas for quick review.
- Viewers can easily fast forward or rewind to pinpoint what they need to know.

KNOWLEDGE

Our knowledge base is full of articles created by the Technical Support team from real support cases, as well as reference material representing the shared knowledge of the other Everbridge teams, such as official product user manuals and implementation guides.

- Access all official product guides in a centralized location.
- Find answers to questions asked by other users pertaining to best practices, steps to perform a specific task, or workarounds to any known issues.

SYSTEM STATUS

Real-time information on Everbridge system performance and availability.

- Stay informed about upcoming, on-going, and completed system maintenance.
- Get the critical steps to minimize impact during service degradation events and know when events are resolved.
- See the **Service Advisories** section below for additional information.

SUPPORT CASES

All of the Everbridge phone and email contact information you could want in one place, including the Everbridge Technical Support and Emergency Live Operator contact information provided in the **Contact Information** tables above.

- Your organization's users can submit and review their own support cases right from the Support Center.
- Designated administrators in your organization can oversee all support cases for your account.

Support Case Management

Our team is available 24x7x365 and aims to answer all support phone calls immediately, and to triage support cases submitted via email or the Support Center within four hours.

When submitting a support case, you will receive an email notification when the case has been created. The notification will include the case number, the name of the Technical Support team member or tier assigned to the case, a summary of the inquiry, and the priority level that has been assigned.

Assigning Support Case Priority		Initial Response
Severity 4: Low	General product questions, configuration assistance, or enhancement requests.	Phone: Immediate Email/Support Center Submission: 4 hours*
Severity 3: Medium	Non-critical technical issues for some or all of your users where a workaround is available, and notifications can still be sent.	Phone: Immediate Email/Support Center Submission: 4 hours*
Severity 2: High	Critical technical issues for all of your users, issues without a workaround, or issues causing delays in your notifications.	Phone: Immediate Email/Support Center Submission: 4 hours*
Severity 1: Urgent	For system unavailability across your organization where notifications cannot be sent, and no workarounds are available.	Phone: Immediate Email/Support Center Submission: 4 hours*

**Cases must be triaged in order to determine priority. If your case is urgent, call Technical Support at a number listed above.*

During the case triage process, the Technical Support team will work with you to obtain as much troubleshooting information as possible, open and assign a priority level to your case, then proceed with additional troubleshooting activities as necessary.

Security Considerations

- If troubleshooting activities require access to your data that is hosted on Everbridge systems, Everbridge will request permission to view your data. Best practices are to provide this permission for each case, however, with written permission from Account Administrators, exceptions can be accommodated. Contact your Account Manager for details.
- Everbridge Technical Support will assist users/contacts with system access requests by guiding them through the use of "Forgot Username"/"Forgot Password" links.
 - If the "Forgot Username"/"Forgot Password" links fail to resolve the access request for the user/contact, they will be referred to Organization Administrators.
 - Everbridge Technical Support will be available to assist Organization Administrators with access requests for their users/contacts that are not resolved with "Forgot Username"/"Forgot Password" links.
 - NOTE: For most Everbridge products, you own the data that is stored within our system. Everbridge is bound by security rules for compliance certifications and is unable to access anyone's system without their express permission. Reaching out to your Administrator is required in all cases where you are unable to reset the password yourself.

- Everbridge Technical Support will guide Everbridge Account Administrators through the process of creating user accounts but will not create the accounts for them. In the event there is no Everbridge Account Administrator, Technical Support will work with you and your Everbridge Account Manager (AM) to facilitate the creation of an Everbridge Account Administrator.

For complex inquiries, we may need to escalate your ticket to the next tier as defined below.

Technical Support Tiers

Tier 1	Rapid response to inbound support requests and initial investigation for more complex issues.
Tier 2	If needed, the Tier 1 team may submit your case to Tier 2 for further investigation. The Tier 2 team generally performs additional investigation offline and follows up with you via phone or email.
Tier 3	If needed, both the Tier 1 and Tier 2 support techs may escalate to "Tier 3" by partnering with other Everbridge teams such as Quality Assurance or our Cloud Operations Engineering team.

Support will set your expectations as to when you will receive the next update on your case. If an expected update time frame is not known, you will still receive updates on your case on a regular basis. You may also request that your case be escalated at any time, if (for example) you believe an unreasonable amount of time has passed since opening your case with no resolution. To escalate your case, simply call the Technical Support team and ask to speak with the Support Manager.

Service Advisories

Everbridge communicates maintenance activities, service degradation events, and system status alerts via service advisories posted on the Everbridge Support Center. Service advisories are available for thirty days beyond the conclusion of the maintenance or event. If you would like to be notified of service advisories as they are posted, you can configure service advisory notifications by following the steps outlined in the following Knowledge Base Article: [000007444 - How to Sign Up for Service Advisories to be Notified of Updates, Changes and/or Issues Affecting Everbridge Suite](#).

As of January 1st, 2017, service advisory notifications for upcoming releases and other events will only be sent to users that have opted-in using the steps outlined at the link above.

Solution Maintenance

Everbridge is committed to maintaining the highest levels of performance and availability of our solution. There are occasions, however, when the service may be interrupted for planned or event-driven maintenance. Defined below are the different categories of solution maintenance and the standard maintenance windows and advisory periods.

Planned Maintenance

Any maintenance activity with an anticipated impact to system performance, availability, or functionality is considered **Major Maintenance** and we provide a maintenance notification to our customers at least five business days prior to such maintenance as outlined in the **Service Advisories** section above. Our standard maintenance window for Major Maintenance is on Wednesdays between 6:00 PM and 11:59 PM Pacific Time.

Maintenance with little to no anticipated risk of user impact is considered **Minor Maintenance**. Such maintenance may be conducted anytime Monday through Thursday. A maintenance notification will not be provided for Minor Maintenance.

Unplanned Maintenance

In order to prevent or mitigate potential service degradation, we may occasionally need to conduct maintenance without being able to provide an advance notification. Such maintenance is considered **Unplanned**

Maintenance and we would provide a maintenance notification to our customers at least two business days prior to such maintenance as outlined in the **Service Advisories** section above. This maintenance will also be limited to our standard maintenance window on Wednesdays between 6:00 PM and 11:59 PM Pacific Time.

Emergency Maintenance

If a service degradation does impact the Everbridge solution, our first priority is to restore service and resume normal operation. Under such circumstances, we may need to perform restorative maintenance. Such maintenance is considered **Emergency Maintenance** and may only be conducted on an as-needed basis, with explicit Senior Operations Management approval. Due to the nature of such maintenance, it may be conducted without any prior notice and any time of the day.

Incident Management & Root Cause Analysis

Everbridge understands that our customers rely upon our platform for assured critical communications, especially for health, safety, and critical business processes. We take incidents extremely seriously and work non-stop to resolve customer-impacting incidents. To provide a high level of service to our customers, Everbridge utilizes operational processes based upon the IT Infrastructure Library (ITIL) framework, a de facto industry standard for IT service management. Root Cause Analysis (RCA) is a component of the ITIL problem management process.

As outlined above, our first priority with any service degradation is to restore service and resume normal operation. Once service is restored the focus changes to analysis, determining the root cause, and preventing recurrence. Prevention may contain actions to improve detection through monitoring, building out additional or replacement infrastructure, or developing software enhancements. It may take several days of investigation and cross-team coordination to develop the appropriate course of action to best serve our customers. Engineering teams from many different disciplines become involved in the resolution and review of incidents that are impactful to the platform and to our customers.

You may request a copy of the RCA document for any Everbridge service degradations where the root cause was determined to be within the Everbridge solution. The Everbridge goal is to be able to provide a documented RCA after the resolution of a critical event within five days of a request. This document will contain the following:

- event start date
- event end date
- timeline of events
- root cause of the event
- corrective action(s) to restore service

An RCA is not provided if the root cause of the reported issue is determined to be outside of the Everbridge solution and therefore outside of the direct control of Everbridge. Examples of such issues would be regional telecom or Internet provider issues impacting the delivery of messages to recipients in a particular location or on a particular downstream telecom/wireless or Internet provider.

SCHEDULE E – DATA SECURITY REQUIREMENTS

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract.

“Contractor Security Officer” has the meaning set forth in **Section 2** of this Schedule.

“FedRAMP” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“FISMA” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“Hosting Provider” means any Permitted Subcontractor that is providing any or all of the Hosted Services and/or Operating Environment under this Contract.

“NIST” means the National Institute of Standards and Technology.

“PCI” means the Payment Card Industry.

“PSP” or **“PSPs”** means the State’s IT Policies, Standards and Procedures.

“SSAE” means Statement on Standards for Attestation Engagements.

“Security Accreditation Process” has the meaning set forth in **Section 6** of this Schedule

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Solution who has sufficient knowledge of the security of the Solution and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;

- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Personnel comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at <https://www.michigan.gov/dtmb/policies/it-policies>.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the Solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Standard. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Standard, see <https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400013002-Acceptable-Use-of-Information-Technology-Standard.pdf>. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Standard before accessing State systems or Data. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State Systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either immediately terminate this Contract for cause;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls;

5.3 ensure that the Software and State Data is securely stored, hosted, administered, accessed, backed up in the United States, its territories or Canada; and all Hosted Services and Software and State Data shall be supported by Contractor's employees located in the United States, Canada, UK or India;

5.4 ensure that any Customization development work is performed in the United States;

5.5 ensure the data center(s) in which Software and State Data resides minimally meets Uptime Institute Tier 3 standards (<https://www.uptimeinstitute.com/>), or its equivalent;

5.6 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls;

5.7 Throughout the Term, Contractor must not provide any part of the Solution from the list of excluded parties in the [System for Award Management \(SAM\)](#) for entities excluded from receiving federal government awards for "covered telecommunications equipment or services.

5.8 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.9 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Solution against "malicious actors" and others who may seek, without authorization, to destroy, disrupt,

damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Solution; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Solution; and (iii) unauthorized access to any of the State Data;

5.10 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.11 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.12 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

5.13 Contractor must permanently sanitize or destroy the State's information, including State Data, from all media both digital and nondigital including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. Contractor must sanitize information system media, both digital and non-digital, prior to disposal, release out of its control, or release for reuse as specified above.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence(which shall consist of a SOC II Type 2 report, an external penetration test and completion of a security questionnaire including related documentation), upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be communicated to Contractor, who shall use good faith efforts to review any identified risks . For all findings associated with the Contractor's solution, at no additional cost, Contractor and State will mutually agreed upon create or assist with the creation of State approved POAMs, perform related

remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and must not permit any access to, State Systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State Systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State Systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The scope of the audit shall consist of reviewing Contractor's audit reports (including a SOC 2 Type II and penetration testing reports) and a completed security questionnaire to assist the State's verification of Contractor's compliance with the audit standards against which it has been assessed. Further, The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least 5 Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's

normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract.

8.3 During the Term, on no more than an annual basis Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's (if applicable) FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any required safeguards as identified in NIST 800-53 moderate controls.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8.**

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans in alignment with FedRAMP.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Authenticated interactive scanning of application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must provide the State with a redacted version of vulnerability assessment after Contractor has completed the required scans, or Contractor can review the vulnerability assessment via screen share.

9.3 Software Composition Analysis (SCA) – Third-Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third-party and open source software, all included third-party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third-party and open source software initially, for all updated third-party and open source software, and for all third party and open source software in each major release and Contractor must provide the State with a redacted version of vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting, or Contractor can review the vulnerability assessment via screen share.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

9.5 All remediation activities are based on detection, availability of a vendor provided patch where necessary, and no mitigating controls are already available.

10. Infrastructure Scanning.

10.1 Contractor must ensure their infrastructure and applications are scanned using an industry standard scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements based on the CVSS scoring system. Timelines for deployment of patches should be done in accordance with FedRAMP guidelines.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Solution to meet the applicable requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the

State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE F – DISASTER RECOVERY PLAN

Everbridge's system is designed to provide a true zero-point-of-failure system. We employ multiple data centers for all of our test and production systems in a fully redundant, geographically dispersed configuration. Data is continuously replicated between the various sites, and each site can provide the full range of Everbridge services. If service is disrupted at any site, all traffic is dynamically rerouted to another site so that Everbridge's systems remain constantly available. This transition is invisible to the client, who experiences no downtime as a result. Every system and tier within the Everbridge infrastructure is individually fault-tolerant, with redundant power, networking, hardware, telephony, and data communication wherever possible. The shared SaaS architecture methodology enables Everbridge to be available to our clients at 99.99% or greater.

All notification platform services are hosted in SOC 2 cloud facilities that are geographically dispersed. All support and technical operations are conducted from within the Everbridge corporate office locations in Pasadena, CA, Burlington, MA, and Colchester, UK. Everbridge maintains up-to-date BCDR plans which include "rolling" support services throughout the globe should a catastrophic event strike one or more of our corporate office locations.

Should a catastrophic event occur, and the recovery of systems is required, the maximum Recovery Time Objective (RTO) is 15 minutes (or less) and the Recovery Point Objective (RPO) is 24 hours (or less).

Upon final selection and under NDA, Everbridge can also provide our BCDR Plan Table of Contents and our latest Continuity Plan Test Results for further review.

Incident Response Policy & Plan:

Everbridge follows the Incident Response procedures outlined in NIST 800-61 and are included in NIST 800-53, which Everbridge's leverages as our security framework. Everbridge's compliance to NIST 800-53 is audited annually by a 3PAO as required. Everbridge can share our latest Incident Response plan as secure documentation for review upon request.

SCHEDULE H – ACCEPTABLE USE POLICY

Everbridge has prepared this Acceptable Use Policy (“AUP”) as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the “Service(s)”) by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service product are set forth within the applicable Product Inclusion Sheet and the Support Services Guide.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with this AUP. You may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam” or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user’s identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, “flooding,” “mailbombing,” “denial of service” attacks, or “crashing”
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material

- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled
- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

Everbridge Rights and Remedies

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge.

Changes to the Acceptable Use Policy

Everbridge reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on <https://www.everbridge.com/about/legal/acceptable-use-policy/> and by providing notice to the Client. Any changes to the Acceptable Use Policy shall not detrimentally affect the Client's use of the Services.

Equal Employment Opportunity

Everbridge, Inc., is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11)

and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

Oakland County Contract_011533_Everbridge

Final Audit Report

2025-07-01

Created:	2025-06-30
By:	Christine Krywko (KRYWKOC@OAKGOV.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAARMpQ0tmAdp1c1-MO7knYNkfW0j6hIUbE

"Oakland County Contract_011533_Everbridge" History

-  Document created by Christine Krywko (KRYWKOC@OAKGOV.COM)
2025-06-30 - 3:26:37 PM GMT- IP address: 12.43.11.134
-  Document emailed to Shirley Devlin-Lebow (final.documents@everbridge.com) for signature
2025-06-30 - 3:33:20 PM GMT
-  Email viewed by Shirley Devlin-Lebow (final.documents@everbridge.com)
2025-06-30 - 3:37:00 PM GMT- IP address: 18.153.185.183
-  Document e-signed by Shirley Devlin-Lebow (final.documents@everbridge.com)
Signature Date: 2025-06-30 - 8:10:39 PM GMT - Time Source: server- IP address: 136.226.6.218
-  Document emailed to hardestyt@oakgov.com for signature
2025-06-30 - 8:10:42 PM GMT
-  Email viewed by hardestyt@oakgov.com
2025-06-30 - 8:51:32 PM GMT- IP address: 54.196.37.53
-  Signer hardestyt@oakgov.com entered name at signing as T. Hardesty
2025-06-30 - 8:53:05 PM GMT- IP address: 12.43.11.18
-  Document e-signed by T. Hardesty (hardestyt@oakgov.com)
Signature Date: 2025-06-30 - 8:53:07 PM GMT - Time Source: server- IP address: 12.43.11.18
-  Document emailed to Aaron Wagner (wagneraf@oakgov.com) for signature
2025-06-30 - 8:53:10 PM GMT
-  Email viewed by Aaron Wagner (wagneraf@oakgov.com)
2025-07-01 - 1:27:39 PM GMT- IP address: 71.147.46.96
-  Document e-signed by Aaron Wagner (wagneraf@oakgov.com)
Signature Date: 2025-07-01 - 1:28:44 PM GMT - Time Source: server- IP address: 71.147.46.96

✓ Agreement completed.
2025-07-01 - 1:28:44 PM GMT



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.6.

Date: September 10, 2026

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney
Allan T. Motzny, Assistant City Attorney

Subject: Troy v. DB Troy Proposed Consent Judgment

As part of the Rochester Road Improvement Project, the City needed a 12- foot by 100-foot public utility easement (1,200 square feet) from property owned by DB Troy, LLC which is located at 4845 Rochester Road and is currently used and occupied by the Firebird Tavern restaurant. The parties could not negotiate a deal, and therefore the City filed a condemnation lawsuit on March 20, 2025 in Oakland County Circuit Court. The City was granted legal title to the easement shortly afterward, but the ultimate just compensation for the property remained an issue to be determined. The City's independent appraiser concluded that the property owner should be paid \$8,280 for the easement. Additionally, the City would need to pay the cost to replace a sign that has to be removed as part of the road project. The property owner's independent appraiser opined that the City should pay \$150,000 (\$120,000 for the easement and \$30,000 for the sign) plus \$49,000 in business interruption expenses.

The trial court judge required the parties to facilitate the case, and the parties selected Thomas J. Ryan, an attorney who has many years of municipal litigation experience representing public entities. After reviewing the arguments of the parties, Ryan recommended a settlement of the condemnation case, which is detailed in the attached proposed consent judgment. If approved, the City would pay the property owner \$125,000 (inclusive of \$8,280 previously paid). This amount covers the acquisition plus business interruption, but Michigan law also requires the City to pay attorney fees, interest and costs to the property owner. The parties also agreed to the recording of an amended Declaration of Taking, to further clarify that the acquisition is for an easement only. This amended Declaration of Taking needs to be approved by Council and signed by the Mayor before it can be recorded.

The property owner has agreed to the facilitated settlement. If the City rejects the proposed consent judgment, then the case will proceed to trial, where the trial judge could agree with the property owner's appraiser. In addition to assuming this risk, the City would also incur additional costs, including additional appraisal fees and attorney fees and statutory interest. In light of this, we recommend approval of the attached proposed consent judgment, which would finalize this condemnation case. The majority of the settlement will come from federal funds, since the Rochester Road project is federally funded, and payment would come from General Ledger Account Number 401.449.202.989.022065.

Please let us know if you have any questions concerning this matter.

Suggested Resolution:

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the City of Troy v. DB Troy, LLC case, Oakland County Circuit Court case number 2025-213612 CC, and **AUTHORIZES** payment in the amounts stated therein from Account Number 401.449.202.989.022065, and further **AUTHORIZES** the City Attorney or designee to execute the necessary documentation on behalf of the City of Troy; a copy of the Consent Judgment is to be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **APPROVES** the attached Amended Declaration of Taking, and **AUTHORIZES** City Administration to record this document after execution by the Mayor on behalf of the City.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan
Municipal Corporation,

Plaintiffs,

v

Case No. 2025-213612-CC
HON. MARY ELLEN BRENNAN

DB TROY, LLC, *et al*,

Defendants.

City of Troy – City Attorney's Office
Lori Grigg Bluhm (P46908)
Allan T. Motzny (P37580)
Attorneys for Plaintiff
500 W. Big Beaver Road
Troy, MI 48084
(248) 524-3320
motznyat@troymi.gov

Ronald E. Reynolds (P40524)
Hilger and Hammond
Attorneys for Defendant DB Troy, LLC
29777 Telegraph, Suite 4200
Southfield , MI 48034
(248) 487-6200
rreynolds@hilgerhammond.com

CONSENT JUDGMENT

At a session of the Oakland County Circuit Court held
in the City of Pontiac, Michigan,

on: _____

Present: HONORABLE MARY ELLEN BRENNAN CIRCUIT JUDGE

This action is before the Court on the Stipulation, set forth below. The Court is advised and takes notice of the following:

A. This is a condemnation action that Plaintiff City of Troy (City) filed to exercise eminent domain and for the acquisition of a permanent easement for public utilities needed in connection with a road improvement project to widen Rochester Road.

B. The City acquired the aforesaid rights by operation of law, as provided in this Court's May 21, 2025 Order for Surrender of Possession and Vesting of Title (Title Order).

C. The issue remaining was the amount the City is required to pay Defendant DB Troy, LLC as "just compensation" for the property rights so acquired. The City and Defendant DB Troy, LLC have agreed on an amount that represents "just compensation" and on other relief, and request that the Court enter this Consent Judgment to implement and memorialize their agreement.

The Court, being so advised, and based on the case file and applicable law, therefore **ORDERS** and **ADJUDGES** as follows:

1. The Title Order, remains in full force and effect, is incorporated by reference into this Consent Judgment, shall survive entry of this Consent Judgment, and shall continue in effect.

2. The City shall pay to Defendant DB Troy, LLC final just compensation in the amount of \$125,000 less compensation previously paid in the amount of \$8,280 resulting in additional just compensation totaling \$116,720 (the "Additional Compensation").

3. Pursuant to MCL 213.66, the City shall reimburse the Defendant DB Troy, LLC for their appraisal costs in the amount of \$10,000 (the "Appraisal Costs Reimbursement").

4. Pursuant to MCL 213.65 the City shall pay the Defendant DB Troy, statutory interest through the date of payment (the "Interest").

5. Pursuant to MCL 213.66, the City shall reimburse the Defendant DB Troy, LLC for attorney fees incurred in the amount of \$30,000 plus 1/3 of the total amount of interest as set forth in paragraph 4, (the "Attorney Fee Reimbursement").

6. All payments set forth in this Judgment shall be paid as follows: The City shall pay the Additional Compensation and interest and the Appraisal Costs Reimbursement by delivering a check payable to DB Troy, LLC. The City shall pay the Attorney Fee Reimbursement and interest by delivering a check payable to Hilger Hammond PC. The checks shall be delivered by the City to Defendant's Attorney Ronald E. Reynolds, within 21 days of the date of this Judgment.

7. The City shall amend the Declaration of Taking to remove any language indicating the taking was fee simple and record the amendment with the Oakland County Register of Deeds.

This Consent Judgment resolves the final claims between the parties and closes the case.

HONORABLE MARY ELLEN BRENNAN

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

On behalf of the parties, we hereby stipulate and agree to entry of the foregoing Consent Judgment.

/s/ _____
Allan T. Motzny (P37580)
Attorney for Plaintiff
motznyat@troymi.gov

/s/ _____
Ronald E. Reynolds (P40524)
Attorney for Defendant DB
Troy, LLC
rreynolds@hilgerhammond.com

AMENDED DECLARATION OF TAKING

A Declaration of Taking was recorded with the Oakland County Register of Deeds on March 18, 2025, Liber 60061, Page 113 regarding the property interest described in the attached Exhibit A. This Amended Declaration of Taking clarifies that the real property interest being taken is a Permanent Easement for Public Utilities & Public Service Facilities, as set forth in the Order for Surrender of Possession and Vesting of Title entered on May 21, 2025 in Oakland County Circuit Court case No. 25-213612-CC and recorded with the Oakland County Register of Deeds on May 28, 2025 in Liber 60235, Page 68. The Declaration of Taking is hereby amended to read:

The City of Troy, 500 West Big Beaver Road, Troy, Michigan 48084, by its authorized representative declares its intention to take, by eminent domain, certain land and land interests in the City of Troy, Oakland County, Michigan, as asserted in the City of Troy's resolution 2025-01-009-J-10w incorporated into this Declaration, setting forth that the acquisition of real estate for the completion of the Rochester Road Improvement Project – Barclay to Trinway, Project No. 02.206.5 (Rochester Road Improvement Project) within the City of Troy is necessary to the public health, safety, and welfare of Troy residents and

members of the public who utilize the roadway and as a result, it is necessary to acquire said property interests for public purposes.

By virtue of the authority vested in the City of Troy by MCL 213.361, *et seq.*, as amended, and pursuant to MCL 213.51, *et seq.* it is declared that by filing the Complaint and Declaration of Taking in the Circuit Court for the County of Oakland, an easement interest in the property described below is taken in the name of the City of Troy for public purposes namely, the Rochester. Road Improvement Project.

A description of the property interests acquired, the names of the persons interested in the property (so far as known) a statement of the estate or interest being acquired, a statement of the sum of money estimated by plaintiffs to be just compensation for the property interests to be acquired, and the City of Troy's reservation of right to bring federal or state cost recovery actions against the owners of the property are attached as Exhibit A.

CITY OF TROY

By: _____
Ethan Baker, Mayor

AFFIDAVIT

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

Ethan Baker, being duly sworn, deposes and says that I am the Mayor of the City of Troy, that I make this Amended Declaration of Taking on behalf of the City of Troy, and I am authorized to do so.

I further state that I know the contents of this Amended Declaration of Taking, and that the matters set forth are true, except those matters set forth upon information and belief and as those matters, I believe them to be true.

Ethan Baker

Subscribed and sworn to before me
this ____ day of _____, 2026

Notary Public, Oakland
County, Michigan
My commission expires: _____

Drafted by: Allan T. Motzny
Assistant City Attorney
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.7.

Date: September 10, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
M. Aileen Dickson, City Clerk

Subject: Request for Approval of Satellite Clerk's Office and Other Election Services – November 3rd General Election

City Management is requesting approval of additional times for the City Clerk's Office to offer election services to Troy voters at the Satellite Clerk's Office. Michigan Election Law (MCL 168.761b) requires local clerks to obtain approval from the governing body at least 30 days in advance of the election date for additional times or places that certain election services are offered. Also, clerks are required to notify the Bureau of Elections of those times or places, and post the times and places in a public notice.

The Clerk's Office will publish the public notice, post on social media and the City website regarding the Satellite Office dates and times. We will post and publish early voting information, along with ads in a variety of publications (including The Troy Times, Troy Today, Rec Guide) and offer information about it all at public events. Just some of the events that the City Clerk's Office is participating in this year include Troy Family Daze, Troy Farmers Market, voter registration drives at high schools, places of worship & senior living facilities, and various speaking events with area organizations. We have lots more events coming up! If an organization or group would like to schedule a voting information discussion with the City Clerk, they can contact the City Clerk's Office to set up a time.

We continue to promote Troy's revised Precinct Map with our award-winning "Find Your Precinct" campaign. This campaign is a finalist for a national Savvy Award from the 3CMA organization. The winner will be announced September 10th, and an award announcement will follow soon! Along with posters placed prominently in the Community Center, Library and City Hall in multiple locations, we will have social media posts, displays during events, and advertisements in Troy publications. Our online portal for voters to check their precinct location is available on the City website, and voters can scan the QR code from posters to reach the portal.

The Troy City Clerk's Office is hosting an absentee ballot pickup day on Thursday, September 24th, from 8:00am-9:00pm for any voters who have already applied for their absentee ballot, and would prefer to avoid the mail. Voters can only pick up their own absentee ballot, and must present a photo ID upon arrival. The mail date for all other ballots that weren't picked up by voters will be Monday, September 28th.

The City Clerk's Office is hosting a Satellite Office at the Troy Community Center during the weekends and one evening of early voting prior to the November General Election. The Satellite Office will offer in-person voter registration, and other election-related services such as absentee ballot issuing and receiving, to Troy voters in a meeting room directly across the hall from the Early Voting Center. Troy voters will be able to register to vote at the Satellite Office, then have the convenience of early voting right across the hall. Michigan Election Law requires that City Council approve the establishment of the Satellite Office at least 30 days in advance. The dates and times of the proposed Satellite Office are:

Saturday, October 24, 2026: 8:30am-4:30pm
Sunday, October 25, 2026: 8:30am-4:30pm
Thursday, October 29, 2026: 4:00pm-8:00pm
Saturday, October 31, 2026: 8:30am-4:30pm
Sunday, November 1, 2026: 8:30am-4:30pm

Other extended hours and important dates and times to note for the General Election:

The City Clerk's Office (2nd floor of City Hall) will be open for election-related services on Saturday, October 31, 2026, from 8:00am-4:00pm. Michigan Election Law requires that all city and township clerks' offices be open for election services a total of 8 hours during the weekend prior to each election day. Troy's required pre-election weekend hours are always on that Saturday, from 8:00am-4:00pm. (The Satellite Clerk's Office in the Community Center will also be open during this time.)

On/before September 19 – Ballots must be sent to any military/overseas voters with FPCA on file

Beginning September 24 – Absentee ballots available to voters arriving in-person at City Clerk's Office

September 24, 8am–9pm – Absentee Ballot Pickup Event at the City Clerk's Office

Week of September 21 – Clerk's Office conducts preliminary testing of ballots and tabulators

September 28 – Clerk's Office begins mailing absentee ballots to voters

September 24-November 2 – Absentee ballots available by mail (end time is July 30 at 5pm) or in-person (end time is November 2 at 4pm)

October 12, 10am – Clerk's Office conducts public accuracy test in City Hall

October 19 – Last day to register to vote by mail/online and be eligible to vote in the General Election

October 20-November 3 – Voters wishing to vote in the General Election must register in-person at the City Clerk's Office

October 24-November 1 – Early Voting available at Troy Community Center, rooms 304-305

October 24, 25, 29, 31, November 1 – Clerk's Satellite Office open at Troy Community Center, room 302

October 30, 8am-5pm – Last day to request an absentee ballot be mailed

November 2, 8am-4pm – Last day to obtain absentee ballot (must be requested in-person)

General Election Day: Tuesday, November 3, 2026 – polls open 7am-8pm

Financial

There is no additional financial impact for the City of Troy to offer these services to Troy residents and voters.

Recommendation

City Management requests City Council approve the establishment of the City Clerk's Satellite Office hours for the November 3, General Election, as required by Michigan Election Law.

Suggested Resolution:

RESOLVED, That Troy City Council hereby **APPROVES** City Management's request to authorize additional times for the City Clerk's Office to issue and receive absent voter ballots, and/or register voters, as detailed below, pursuant to requirements of Michigan Election Law:

Troy City Clerk Satellite Office – Troy Community Center (3179 Livernois Rd.), Room 302

Saturday, October 24, 2026 – 8:30am-4:30pm

Sunday, October 25, 2026 – 8:30am-4:30pm

Thursday, October 29, 2026 – 4:00-8:00pm

Saturday, October 31, 2026 – 8:30am-4:30pm

Sunday, November 1, 2026 – 8:30am-4:30pm



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.2.a.

Agenda Item:

O.2.a. Star EMS Response Data - August, 2026

ATTACHMENT(S):

Star EMS Response Data August



"We take care of people –
that's what we do."

Star EMS Response Time Report

City of Troy, MI

August 2026

Average Emergency Response Time **4:51**



STAR EMS

Service Performance Report (Troy, MI)

August 2026

Executive Summary

During this reporting period, Star EMS responded to 737 requests for service, including 500 emergency responses, and 237 non-emergency responses. Emergency response times averaged 4 minutes 51 seconds, and non-emergency response times averaged 7 minutes, and 33 seconds, demonstrating strong deployment position and operational readiness. Call processing times reflect efficient dispatch operations and system coordination. There were no reported service failures, and Star EMS maintained consistent, high-quality performance without incident.

Performance Metrics

Emergency Responses	# of Calls	% of Calls	Average Response Time
6:00 minutes or less	366	73.20%	03:44
Greater than 6:00 minutes but less than 7 minutes	55	11.0%	06:29
Greater than 7:00 minutes but less than 8 minutes	32	6.4%	07:29
Greater than 8:00	47	9.4%	09:47
	500		4:51
Non-emergency Responses	# of Calls	% of Calls	Average Response Time
15:00 minutes or less	230	97.0%	07:10
Greater than 15:00 minutes	7	3.0%	20:05
	237		07:33
All Responses	# of Calls	% of Calls	
Total Transports	494	67.0%	
Total Not Transported	243	33.0%	
Interagency Referrals	0	0.0%	
	737		

Average Emergency Call Processing Time **1:25**

Average Non-emergency Call Processing Time **2:12**

This report reflects Star EMS commitment to prompt response, operational efficiency, and professional EMS delivery.