



CITY OF MADISON HEIGHTS

**CITY HALL - LINDELL ROSS EXECUTIVE CONFERENCE ROOM,
300 W. 13 MILE RD.**

**INFORMATION TECHNOLOGY ADVISORY COMMITTEE
MEETING AGENDA**

APRIL 15, 2026 AT 6:00 PM

CALL TO ORDER

ROLL CALL

ADDITIONS/DELETIONS

APPROVAL OF MINUTES

- [1.](#) ITAC Meeting Minutes of January 7, 2026

MEETING OPEN TO THE PUBLIC

REPORTS

- [2.](#) Recommendation for City IT Support Services Contract
- [3.](#) Phone RFP Update and formation of ITAC sub-committee

UNFINISHED BUSINESS

NEW BUSINESS

ADJOURNMENT

NOTICE: Persons with disabilities needing accommodations for effective participation through electronic means in this meeting should contact the City Clerk at (248) 583-0826 or by email: clerks@madison-heights.org at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Information Technology Advisory Committee Meeting
 Madison Heights, Michigan
 January 07, 2026

A Information Technology Advisory Committee Meeting was held on Wednesday, January 07, 2026 at 6:00 PM at City Hall - Lindell Ross Executive Conference Room, 300 W. 13 Mile Rd.

PRESENT

Member Paul Timmins
 Member Scott Tuller
 Alternate Anthony Maurice
 City Manager Melissa Marsh
 Ex-Officio member Cheryl Rottmann
 IT Contractor Ty Dolin
 Council Representative William Mier

ABSENT

Member Brian Davis
 Member Dale Gardner
 Member Curtis J. Kogelman

ITAC-26-01. Approval of May 28, 2025 ITAC Minutes.

Motion to approve the ITAC meeting minutes of May 28, 2025, as printed.

Motion made by Member Tuller, Seconded by Member Timmins.

Voting Yea: Member Timmins, Member Tuller, Alternate Maurice, City Manager Marsh, Ex-Officio member Rottmann, IT Contractor Dolin, Council Representative Mier

Absent: Member Davis, Member Gardner, Member Kogelman

Motion carried.

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

Skynet - Q3 Quarterly Business Report

Skynet Support Services Manager Ty Dolin presented the Q3 Business Report for the membership. He reviewed the status of current projects, projects that have been completed, upcoming projects, and reviewed service requests.

Skynet - Network Diagram Update

As requested by some ITAC members, Skynet Support Services Manager Ty Dolin distributed the city's Network Diagram and reviewed it for the members. Due to security protocol, the diagram was collected by staff and is not for public distribution.

IT Capital Improvement Projects

City Manager Marsh presented the ongoing and new Capital Improvement items for IT in the city's budget including BS&A cloud upgrade, microcomputer replacements, uninterruptable power supply, and upgrades to the storage area networks, wireless network equipment, firewall, camera equipment, access points, switches, and fiber. In addition, the phone replacement is in the current FY CIP.

Draft AI Policy

Deputy City Manager/City Clerk Cheryl Rottmann presented the draft AI Policy for review. Discussion followed on the importance of human review of any AI used, limiting access to the use of AI to those only with a business need, restricting access by URL filtering and by user, and training that emphasizes that staff needs to be cognizant of any inadvertent use of AI and how to recognize that. Deputy City Manager Rottmann stated that she would incorporate these comments into the policy as well as revise the policy and guidelines into one document rather than two separate documents.

Draft Request for Proposal - VOIP Phone Service and Equipment

Skynet Support Services Manager Ty Dolin presented the draft of the VOIP Phone Service and Equipment Request for Proposal (RFP). There were no additional comments on the draft proposal. As for the process moving forward, Skynet will assist the city in reviewing proposals submitted to make sure they meet requirements and meet with staff to review the proposals. Once they have been initially reviewed, staff will bring them to ITAC. It was the consensus that ITAC form a subcommittee to review the proposals and recommend 2-3 proposals for full ITAC review and a recommendation to Council. It was also noted that a demonstration would be appropriate from the submitting vendors.

ADJOURNMENT:

Having no further business, City Manager Marsh adjourned the meeting at 6:42 p.m.



MEMO

Office of the City Clerk

To: ITAC
From: Cheryl Rottmann, Deputy City Manager/City Clerk
CC: Melissa Marsh, City Manger
Date: April 10, 2026
RE: IT Support Service Contract - Dewpoint

Over the past year, the city has had multiple, on-going issues with the current IT Support Services provider, Skynet. From lack of consistency in staffing, inability to resolve minor issues, failure to resolve phone redundancy issues, delays in providing necessary service, and general negative reviews from the City administrative staff, the city is looking to end our contract with Skynet. Skynet's contract is expiring at the end of June, and the City is looking to transition to a new IT Support Services Contractor, Dewpoint, at the start of the Fiscal Year, July 1, 2026. The existing contract with Skynet requires a sixty-day formal notification of termination or non-renewal.

Last year, Dewpoint partnered with the Michigan Municipal Services Authority (MMSA) on a cooperative contract designed to streamline IT procurement for local governments across Michigan. This agreement allows municipalities to access Cyber Security Assessments and Managed IT Services without the need for a formal RFP process. The MMSA thoroughly vetted over 30 IT vendors nationwide and awarded their IT Services RFP to Dewpoint.

City Manager Marsh and I have met extensively with Dewpoint to discuss our city's needs and expectations and reviewed their proposed contract. The City Attorney has also reviewed and approved the proposed contract. Dewpoint will have one staff member present on the Madison Heights campus during business hours and offers full remote support as well. We believe that this transition will be beneficial to increasing the efficiency of IT support services for staff. Based on our discussions and the ability to take advantage of the cooperative agreement through MMSA, staff request that ITAC review the agreement between the City of Madison Heights and Dewpoint for Managed IT Support Services and make formal recommendation to Council for their April 27, 2026 meeting. Should ITAC recommend changing the IT Support Services vendor, this will allow the city to be in compliance with the sixty-day notification of non-renewal.

Master Services Agreement

This Master Services Agreement (“Agreement”) is dated July 1, 2026 between **Dewpoint LLC, (“Dewpoint”)** located at 300 S. Washington Square, Suite 200, Lansing, MI 48933, and **City of Madison Heights (“Client”)** having offices at 300 West Thirteen Mile Road, Madison Heights, MI 48071. Dewpoint and Client may each be referred to individually as a “Party” or together as “Parties” as the context requires.

WHEREAS, Dewpoint is in the business of providing Services and/or Deliverables as defined herein; and

WHEREAS, Client desires to enter into a nonexclusive contractual relationship for the provision of Services and/or Deliverables;

THEREFORE, in consideration of the mutual covenants set forth below, and for good and valuable consideration, the Parties agree as follows:

1. Services

Client hereby retains Dewpoint to perform, and Dewpoint hereby agrees to render, on the terms and conditions hereof, the Services and/or Deliverables described in one or more Statements of Work (“SOW(s)”) specifically detailing the work to be performed as mutually agreed and executed by both Dewpoint and Client. The terms of this Agreement shall be incorporated into each SOW, and each SOW shall become an addendum to this Agreement. The SOW will include all applicable rates and charges for the Services and/or Deliverables to be performed pursuant to the SOW. Additionally, based upon the type of services to be performed, each individual SOW may be subject to additional terms and conditions that shall be incorporated in an addendum to this Agreement.

2. Independent Contractor; Dewpoint Consultant

Dewpoint is an independent contractor for the Services and/or Deliverables provided under this Agreement and each SOW. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the right to act on behalf of or to contractually obligate or bind the other in any manner whatsoever, other than what is provided for herein.

The personnel assigned by Dewpoint to perform the Services and/or Deliverables will be qualified to perform their assigned duties. All such personnel shall perform their work in a professional manner. The Services and/or Deliverables provided by Dewpoint shall be rendered in person, by telephone or by other means, as specified in each SOW. Except as may be specified otherwise in the SOW, Dewpoint shall make its personnel available for the purpose of rendering the Services and/or Deliverables during normal business hours, i.e., 8 a.m. - 4:30 p.m. ET, Monday through Friday, except for the holidays observed by the Client.

3. Term

This Agreement will become effective on July 1, 2026, and shall continue until June 30, 2029, unless it is terminated by written agreement of both parties in accordance with section 13. This Agreement maybe renewed for additional one-year terms upon written agreement signed by both parties in accordance with Section 13.4. Client recognizes that, notwithstanding any provision to the contrary herein, Dewpoint’s work and the completion thereof are expressly conditioned upon Client's cooperation with Dewpoint and Client’s timely performance and completion of its responsibilities hereunder.

4. Invoicing and Payment

4.1. Invoices. Dewpoint will invoice on a monthly basis. Dewpoint will generate and forward to Client an invoice ("Invoice"). Each Invoice shall include details of the Services performed and/or Deliverables provided as outlined in the applicable SOW and a bill for all fees, Expenses, and other amounts due to Dewpoint in connection with such Services and/or Deliverables (collectively, the "Compensation"). Dewpoint will enroll in the Clients ACH Accounts Payable program before the issuance of the first invoice.

4.2. Payment of Compensation. Client shall pay all amounts outstanding under each Invoice in full immediately upon receipt of invoice, but no later than 30 days after the date of such Invoice. Billed amounts shall be deemed overdue and subject to late charges if unpaid for more than thirty (30) days, unless there is a dispute or question concerning the amount owed in which case, the 30-day period shall be extended until issue is resolved. All amounts shall be paid directly to Dewpoint at: **Accounts Receivable, Dewpoint, 300 S. Washington Square, Suite 200, Lansing, MI, 48933.**

5. Changes to Scope of Services

Client, without invalidating the Agreement or applicable SOW, may request changes in the Services and/or Deliverables consisting of additions, deletions or other revisions by submitting a written change request to Dewpoint. Dewpoint shall, within a reasonable amount of time not to exceed ten (10) business days, provide a written change request response which outlines any additional Services and/or Deliverables to be provided to effectuate the requested change, as well as any impact to time of performance and Compensation. Client shall authorize and approve any change(s) in writing before Dewpoint is obligated to proceed with such change(s). Any change(s) not approved through this process will not be effective and Dewpoint will not be eligible for any additional Compensation by Client for such Services and/or Deliverables, nor shall Dewpoint be liable for any requested change in Services and/or Deliverables not approved in writing by Client. All approved changes shall be attached as written amendments to the applicable SOW.

6. Client Representations, Warranties and Responsibilities

6.1. Authority. Client represents and warrants to Dewpoint that (a) it has the right and authority to execute and deliver this Agreement and to perform its obligations hereunder once approved by City Council, and (b) neither this Agreement nor the performance of this Agreement will place Client in breach of any other contract or obligation.

6.2. Disclosure of Information. Client shall provide Dewpoint, in a timely fashion, with all information reasonably required for Dewpoint’s performance of the Services and/or Deliverables. Client represents and warrants to Dewpoint, as of the effective date of each SOW, that to the best of the Client’s knowledge all information necessary to Dewpoint’s full understanding of the Services and/or Deliverables to be provided under such SOW has been disclosed or provided to Dewpoint. Client shall keep Dewpoint informed of any new or changed information that may be necessary to enable Dewpoint to provide the Services and/or Deliverables in a timely manner.

7. Confidentiality

Both Parties hereby acknowledge that they will have access to information that is proprietary or otherwise confidential to the other ("Confidential Information"). Confidential Information shall include, without limitation, information regarding the other Party’s management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, customer lists, customer information or materials, the products and/or services produced and/or rendered hereunder, and the terms and conditions of this Agreement, each SOW, and all Addendums. Confidential Information shall not include information which:

- (a) is or becomes a part of the public domain, except as a result of a breach of this provision;
- (b) was received by either Party from a third party who is not subject to any restriction on disclosure;
- (c) is independently developed by a Party without reference to the disclosing Party's Confidential Information;
- (d) is required to be disclosed by a Party pursuant to law or regulation, governmental authority or duly authorized subpoena, court order or administrative process, whereupon said Party shall, to the extent permitted by law, provide notice to the disclosing Party prior to such disclosure and reasonably cooperate with the disclosing Party in any effort that it may undertake to obtain confidential treatment of such information required to be disclosed; or
- (e) the disclosing Party approves for disclosure by prior written consent.

Each Party agrees, both during the Term and for a period of two (2) years thereafter:

- (a) to hold the Confidential Information of the other Party in confidence and to use such Confidential Information only in connection with the performance of the Party’s obligations under this Agreement (except for trade secrets, which shall be held in confidence indefinitely until such time as the information is no longer a trade secret);

- (b) not to make any copies of such Confidential Information or any part thereof without the express written permission of the other Party;
- (c) not to disclose such Confidential Information or any part thereof to a person outside the Party's business organization for any purpose;
- (d) to limit dissemination of such Confidential Information to persons within that Party's business organization who have a need to see the Confidential Information in connection with the performance of its obligations under this Agreement; and
- (e) to return such Confidential Information and any copies thereof to the disclosing Party upon termination of this Agreement, or at such earlier date as the disclosing Party may require.

It is understood and agreed that in the event of a breach of this section, damages are deemed not to be an adequate remedy, that irreparable harm is immediate and imminent, that the owner of the Confidential Information shall automatically be entitled to seek injunctive relief to restrain any actual or threatened breach, and that the equities of such an injunction tip decidedly in favor of the owner of the Confidential Information.

8. Mutual Indemnification

Each Party (the "Indemnifying Party"), at its expense, will defend (or, at its option, settle), indemnify, and hold the other Party (the "Indemnitee") harmless from, any claims, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of: (a) claims that any Deliverable or Client Material (as applicable) provided by the Indemnifying Party infringes or otherwise violates any third party Intellectual Property Rights; (b) the design, drawings or specifications of the Indemnifying Party, its agents, employees, consultants or subcontractors; (c) any violation of any law, ordinance or regulation by the Indemnifying Party, its officers, directors, agents, employees, or subcontractors (d) any claims by the Indemnifying Party's subcontractors, materialmen, or suppliers, or (e) any other claims resulting from, arising out of, or related to, the negligent acts or omissions of the Indemnifying Party, its agents, employees, consultants or subcontractors. If the Indemnifying Party elects to settle it must first seek approval of such settlement from the Indemnitee, and such approval shall not be unreasonably withheld.

In the event that an Intellectual Property Rights claim is brought (or either of the Parties becomes aware that such a claim may be asserted) against Client or Dewpoint with respect to a Deliverable, Dewpoint shall have the right and option, in its sole discretion and at its expense, to (i) procure for Client the right to use the allegedly infringing material; (ii) modify the allegedly infringing material so that it is not infringing; and/or (iii) require Client to cease using such allegedly infringing material.

Notwithstanding anything in this Agreement to the contrary, neither Party shall have any liability or obligation to indemnify the other Party for any Intellectual Property Rights claim to the extent that such claim is based upon:

- (i) any software, or any part of the software, documentation, or deliverables that is developed by or for, or licensed from, the other Party or any third party;
- (ii) the combination, by the other Party or any third party, of a deliverable with any hardware, software, or other technology not developed by the indemnifying Party;
- (iii) the modification of a deliverable by the other Party or by any person other than the indemnifying Party;
- (iv) the other Party's misuse of a deliverable;
- (v) a product that the other Party designs or markets;
- (vi) specifications developed or approved by the other Party; or
- (vii) materials provided by the other Party.

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

The Indemnitee must (i) notify the Indemnifying Party promptly in writing of any third party claim or action with respect to which indemnification is sought under this Section; (ii) provide the Indemnifying Party with all reasonable information and assistance to settle or defend such claim or action; and (iii) grant to the Indemnifying Party authority and control of the defense or settlement of the claim; further provided, however, that (x) the failure to so notify, provide information and assistance and/or grant authority and control will relieve the Indemnifying Party of its obligation to Indemnitee hereunder only if and to the extent that the Indemnifying Party is prejudiced thereby, and (y) the Indemnitee shall have the right, at its expense, to participate in any legal proceeding to contest and defend a claim and to be represented by legal counsel of its choosing.

9. Limitations of Liabilities and Remedies

WITH THE EXCEPTIONS OF EACH PARTY'S INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS OBLIGATIONS AND ANY CLAIMS ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR LOSS OF BUSINESS INCOME, PROFITS, SAVINGS, OR DATA, OR ECONOMIC, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SAME OR IF THE SAME ARE FORESEEABLE. FUTUREMORE, IN NO EVENT SHALL DEWPOINT HAVE ANY LIABILITY FOR ANY LOSS OF OR INABILITY TO USE ANY COMPUTER, SYSTEM OR COMPONENT, WHETHER THE SAME ARE INCURRED OR SUFFERED BY CLIENT OR ANY THIRD PARTY, AND WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF DEWPOINT SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. DEWPOINT'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT FOR DATA HOSTING AND/OR MANAGED SERVICES SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED TWO MILLION DOLLARS (\$2,000,000.00). THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT.

In addition, each party hereby releases the other party from any liabilities or costs relating to the Services and/or Deliverables to the extent such liabilities or costs are attributable to any false, inaccurate, or incomplete information provided by or on behalf of the releasing party.

Neither Party may assert any claim or bring any action or proceeding, except for warranty claims pursuant to Section 6 , against the other Party under this Agreement or in connection with the Services and/or Deliverables unless the Party asserting such claim or bringing such action or proceeding has first given the other Party written notice setting forth the basis for such claim or action in reasonable detail

within 60 days of the date on which the Party asserting such claim or bringing such action or proceeding knew or should have known the facts giving rise thereto. Nothing in this Section shall extend or enlarge any applicable warranty claim period.

10. Force Majeure

Neither Party shall be held responsible for, nor deemed to be in default under this Agreement, because of any delay or failure in performance if such delay or failure is the result of causes beyond the reasonable control of the Party affected (provided such causes do not result from the negligence of such Party) such as an act of God, fire, flood, earthquake, transportation disruption, labor dispute, war, terrorism, civil unrest, insurrection, court order or any other cause beyond the reasonable control of such Party (all such causes collectively referred to herein as "Force Majeure"). Each Party shall be excused from performance under this Agreement and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of a Force Majeure event. The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party thereof, shall be excused from performance hereunder on a day-to-day basis to the extent of the prevention, restriction or interference caused by such event. The Party affected shall use its commercially reasonable efforts to avoid or remove such cause and to minimize the consequences thereof and shall resume performance hereunder forthwith upon removal of such cause. Notwithstanding the foregoing, Force Majeure shall not excuse any payment obligations under this Contract.

11. Non-Solicitation

Neither party shall not knowingly, during the term of this Agreement and for a period of one year after its completion, solicit for employment any person who is or has been employed by the other party during the term of this Agreement, without the prior written consent of the other party..

12. Assignment

Neither party shall not sublet, assign, delegate, or otherwise transfer any part or all of this Agreement, nor any interest therein, without the express written approval of the other party. In the event of any written approval of assignment by Dewpoint, said approval shall not relieve or release Client from full compliance and responsibility for execution of all of its obligations and requirements under this Agreement.

13. Termination

13.1. Termination Without Breach. Either Party may terminate this Agreement for any reason (other than a material breach by the other Party) upon thirty (30) days written notice to the other Party; provided, however, that any outstanding SOW shall continue to be effective for the Services and/or Deliverables described therein and not yet performed, and such SOW shall continue to be governed by this Agreement as if it had not been terminated until such time as all Services under the SOW have been performed and paid for, or the SOW is terminated in accordance with the terms thereof.

13.2. Termination Upon Breach. If a Party is in material breach of this Agreement, the other Party may notify such Party in writing specifying the nature of the breach. Upon receipt of such notice, the breaching Party shall have thirty (30) days from receipt of the notice to cure the breach, and if the breach is not cured within such period the non-breaching Party may terminate this Agreement immediately upon the giving of written notice to the breaching Party. In the event of termination by either Party pursuant to this Section 13.2, Client shall pay Dewpoint all Compensation accrued for Services and/or Deliverables (or portions thereof) rendered to the date of such termination within thirty (30) days after submission by Dewpoint of a final Invoice.

13.3. Return of Materials. Upon termination of this Agreement, each Party shall, to the extent practical, return (or destroy upon request of the disclosing Party) all materials containing Confidential Information received from the other Party that is then in such Party's possession or control. In the event materials containing Confidential Information of the other Party are destroyed, the Party destroying such materials shall give written certification of such destruction to the other Party. If the return or destruction of the other Party's Confidential Information is impractical, the receiving Party shall continue to maintain the other Party's Confidential Information in accordance with the terms of this Agreement until such time as destruction or return becomes practical.

13.4 Term Extension. After the initial Term, Dewpoint may allow the Client to enter into a month-to-month agreement for continued Services. Both the monthly term of the agreement and monthly costs must be mutually agreed upon 90 days prior to the expiration of the initial Term.

13.5 Termination Fees. Any termination fees payable in accordance with any SOW shall be due and payable on the effective date of termination. If termination of a SOW is due to Client's breach of its payment obligations or if Client is in default of its payment obligations as of the date of termination, and Client requests and Dewpoint agrees to provide Transition Assistance Services to Client as set forth in Section 14, Dewpoint may require Client to pay for such Transition Assistance Services and/or any

applicable termination fees in advance of providing such Transition Assistance Services. Except as otherwise set forth in the applicable SOW, no termination fee or other amount shall be payable by Client in connection with the termination of such SOW. No termination fee or other amount shall be payable by Client in connection with the termination of this Agreement.

13.6 Partial Termination Fee Adjustment. If Client terminates a portion of the Services pursuant to any provision of this Agreement or any SOW, then any applicable transition fees shall be adjusted in accordance with the applicable SOW.

14. Transition

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

15. Safety and Security Procedures.

Client shall maintain and enforce at Client's locations safety and security procedures that are at least equal to the most stringent of the following: (1) the applicable industry standards for such locations, (2) those procedures applicable to the Client's service locations, as may be amended by Client from time to time (subject to Standard Change Control Process) and (3) any higher standard otherwise agreed upon by the Parties. Dewpoint shall comply with the applicable safety and security procedures at each of Client's service location, as noted above. Client shall make such safety and security procedures available to Dewpoint from time to time, or upon Dewpoint's reasonable request.

16. Data Security.

16.1 General.

Dewpoint shall establish, maintain and comply with its data safeguards which are designed to protect against the destruction, loss, damage, corruption, alteration, loss of integrity, commingling or unauthorized access of Client Data. Client and Dewpoint shall each comply with their respective data security policies. Except as otherwise set out in a SOW, Dewpoint shall provide its own equipment and software necessary to implement and maintain its data safeguards while on Client's premises or accessing Client Data.

Dewpoint shall not disclose or disseminate Client Data to any other party without Client's prior written consent, unless legally required. If Dewpoint is legally required to disclose or disseminate Client Data, Dewpoint will, to the extent permitted by law, provide prompt advance written notice to Client.

16.2 Data Security Updates. Dewpoint shall follow the Standard Change Control Process for any data security updates that are applicable to Client.

16.3 Data Security Incidents. Client shall designate an individual responsible for coordinating all data security related matters under this Agreement ("Client Data Manager"). In the event that Dewpoint or any of its agents discovers or is notified of a Data Security Incident that affects the Client's environment, Dewpoint shall promptly notify the Client Data Manager regarding such Data Security Incident. In the event of a Data Security Incident that affects the Client's environment, Dewpoint shall (i) investigate and mitigate the effects of the Data Security Incident; (ii) take no unnecessary action that destroys or impairs any evidence with respect to the Data Security Incident; (iii) document in an appropriate manner the Data Security Incident and responses thereto, (iv) not disclose the existence of any Data Security Incident without the express written permission of Client except to the extent required by law, and (v) assist and reasonably cooperate with respect to (a) any independent forensic investigation, (b) any required or otherwise appropriate disclosure to affected entities, individuals or governmental authorities, (c) any other remedial measures reasonably requested or required under any applicable Law, and (d) any response to regulatory inquiries, litigation, or other similar actions.

17. Governing Law

This Agreement shall be governed by the laws of the state of Michigan without regard to principles of choice or conflicts of law.

18. Arbitration

Any dispute arising out of or relating to this Agreement which cannot be resolved by the Parties shall be decided solely by a single arbitrator mutually agreed to by the Parties and conducted by the American Arbitration Association in accordance with its rules of Commercial Arbitration then in effect. The arbitrators' award may be entered as a judgment of the court by any court having competent jurisdiction.

19. Conflicts of Terms

In the event of any conflict between the express terms of this Agreement and any SOW, the terms of this Agreement shall govern, except to the extent expressly stated otherwise in an SOW.

20. Notices

All notices, including notices of address changes, required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when:

- (a) mailed by registered or certified mail, postage prepaid, return receipt requested, if within the United States, or
- (b) electronic notification which has adequate traceability and encryption capability, so long as the Parties agree upon the use of such medium or mode in advance; or
- (c) sent by overnight express courier service, charges prepaid, if within or outside the United States, to the receiving Party at its address set forth below (or such other address as the receiving Party may designate in accordance with this section):

If to Dewpoint:

Dewpoint, LLC.
300 S. Washington Square
Suite 200
Lansing, MI 48933
Attention: Joe Old
Account Executive
Jold@dewpoint.com
810-625-6873

If to Client:

City of Madison Heights
300 West Thirteen Mile Road
Madison Heights, MI 48071
Attention: Melissa R. Marsh
City Manager
MelissaMarsh@Madison-Heights.org
248-583-0829

21. Severability

Each provision of this Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. In the event any provision of this Agreement is held to be unenforceable, then the balance of the Agreement shall survive.

22. Entire Agreement

This Agreement and any SOWs, Documents, Exhibits, and/or Addenda hereto constitute the entire Agreement of the Parties and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to their subject matter, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgement, or similar communication between the Parties during the term of this Agreement, unless such additional or different terms are consented to by both parties in writing with express reference to the provision(s) of this Agreement that they intend to modify. In the event of any inconsistency or ambiguity between this Agreement and any other documents, the terms that are more favorable to Dewpoint shall govern.

23. Survival

Upon termination or expiration of this Agreement, all provisions of this Agreement which by their nature are intended to survive termination shall survive the termination of this Agreement, including but not limited to, Sections 4, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, and 27.

24. Waiver

No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other term or provision of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach. The failure of either Party to enforce any of the provisions of this Agreement, or to require any performance by the other Party of any of the provisions hereof, shall not be construed to be a waiver, or in any way to affect the validity of this Agreement or any part thereof or the right of such Party to thereafter strictly enforce each and every such provision.

25. Counterparts

This Agreement may be executed in the original or by facsimile or other electronic means in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

26. Third Party Beneficiaries

The Parties agree that: (a) this Agreement is for the benefit of the Parties to this Agreement and is not intended to confer any rights or benefits on any third party (including any employee of either party); and (b) there are no third-party beneficiaries to this Agreement or any specific term of this Agreement.

27. Defined Terms

“Client Data” shall mean all data and information pertaining to Client or its authorized users which is provided by Client in connection with this Agreement or any SOW which is owned by or licensed to Client, and to which Dewpoint or its agents have access in connection with the provision of the Services and/or Deliverables.

“Client Materials” means software, data and any other documents or materials provided by Client to enable or facilitate the provision of Services by Dewpoint pursuant hereto.

“Data Security Incident” means i) an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of Client’s data and/or ii) a breakdown of the data security protocols.

“Deliverables” means any tangible information, materials and/or any other items to be delivered physically, or documents, images or data files to be transmitted electronically by Dewpoint to Client, as provided in the applicable SOW, which items may include, without limitation, Software, Documentation, specifications, drawings, data compilations and reports.

“Developed Software” shall mean any Software developed pursuant to this Agreement or any SOW for Client but excluding any third-party software.

“Documentation” means user manuals and other written materials related to Software, including without limitation functional and technical specifications and materials useful for design (e.g., logic manuals, flow charts, schematics and principles of operation) and a description of any technical environment necessary to operate such Software.

“Expenses” means the cost of all actual and out-of-pocket itemized expenses incurred by Dewpoint in connection with Dewpoint’s performance of the Services (including without limitation for all reasonable travel and lodging expenses incurred by Dewpoint’s personnel in performing the Services).

“Intellectual Property Rights” means all intellectual property rights of whatever form, now or hereafter available under any applicable laws, including, but not limited to, all patents, trade secrets, copyrights, trademarks and any applications therefor or registrations thereof.

“Services” means those services provided by Dewpoint to the Client, as described in Statements of Work (“SOWs”), specifically detailing the work to be performed as mutually agreed and executed by both Dewpoint and Client.

“Software” means computer programs and Documentation, including, but not limited to, machine readable binary code (object code), human readable code (source code) and all optional software integrations or utilities, which may define the operating environment.

“Standard Change Control Process” means the change control process defined in the Statement of Work

“Transition Assistance Services” means the services provided by Dewpoint to assist Client in transitioning the Services from Dewpoint to the Client or new vendor selected by Client upon contract termination. These services may be outside the scope of the current contract, and in such cases, Client will be charged time and material rates for such services.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth below.

Dewpoint, LLC.

By:
Name:
Title:
Date:

City of Madison Heights

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

CITY OF MADISON HEIGHTS

STATEMENT OF WORK FOR MANAGED SERVICES

April 2, 2026

Submitted By: Joe Old, Account Executive

jold@dewpoint.com

300 S Washington Square #200
Lansing, MI 48933
P (517) 258.2750
Dewpoint.com



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EXECUTIVE SUMMARY

Organizations evaluating a change in managed services providers often emphasize the importance of experienced onsite resources who can operate independently, quickly understand the environment, and build trusted relationships with staff. Effective day-to-day support depends not only on technical capability, but also on personnel who become familiar with the systems, processes, and people they support.

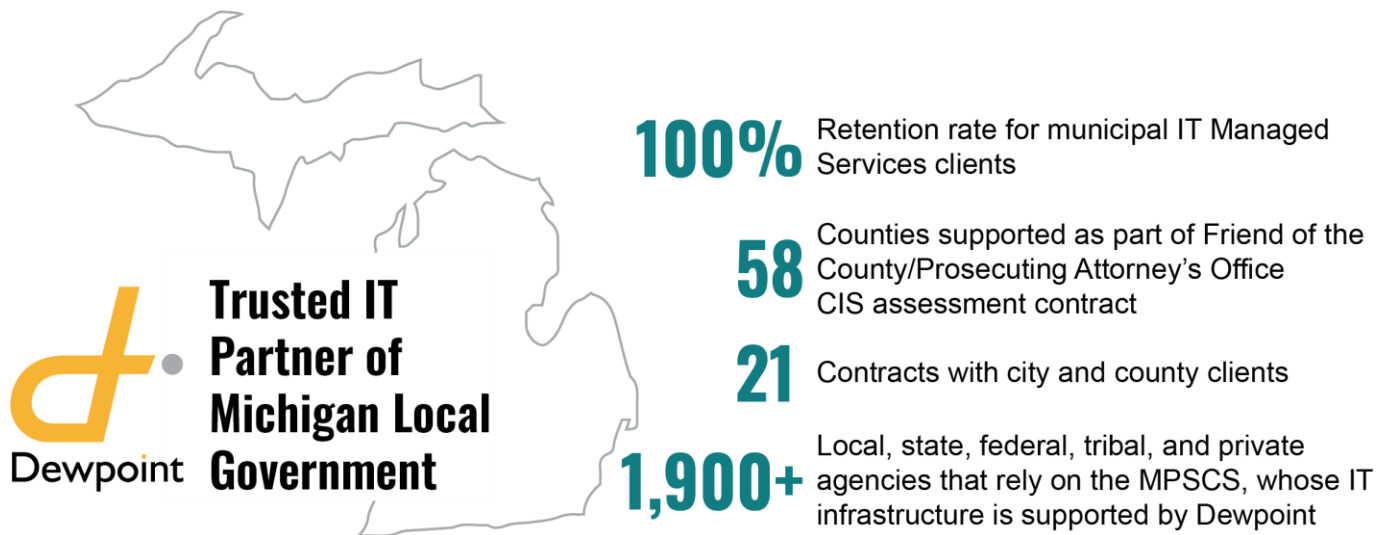
The proposed service model provides a consistent onsite presence Monday through Friday to assist with daily operations and work directly with staff. Rather than relying on a single individual, the onsite role is supported by a small team of experienced engineers who rotate through the engagement. Each team member develops familiarity with the organization's systems, business processes, and staff, creating continuity of service and shared institutional knowledge.

Strong managed services also rely on a responsive support organization. When issues arise, staff need timely access to knowledgeable technicians and confidence that problems will be addressed without unnecessary delay.

Dewpoint's managed services are structured to provide that responsiveness. Service requests are handled by experienced technical personnel and coordinated through a structured service management process that maintains visibility into system health and operational performance.

With more than 25 years of experience delivering IT services to state and local government, Dewpoint understands the standards, organizational structures, and compliance requirements that shape public-sector operations, including CJIS and FOIA. Our team has direct experience supporting police, fire, and emergency response agencies and provides extensive support for CJIS-compliant environments. All personnel assigned to this engagement hold active CJIS background checks, renewed annually to support sensitive public safety workloads.

Figure 01 – Proven Experience Support Michigan Municipalities

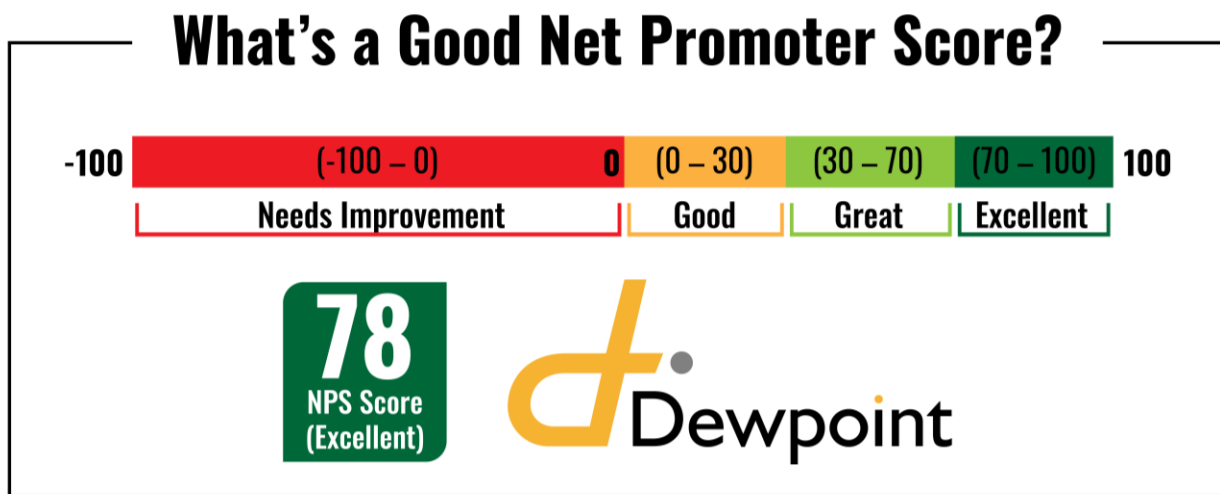


Dewpoint provides IT services to cities such as Grand Rapids, Lansing, Ypsilanti, Benton Harbor, Eaton Rapids, Brighton, Hudsonville, Wyoming, and Charlotte, along with Caledonia Township and counties including Ottawa, Kent, Monroe, Washtenaw, and Oakland. We also maintain long-standing partnerships with the State of Michigan across agencies such as DTMB, Treasury, Health and Human Services, and Licensing and Regulatory Affairs.

Dewpoint was competitively awarded multiple statewide contracts by the MMSA for IT Managed Services, Cybersecurity Assessments, and Program and Project Management. We also hold the statewide CIS Assessment Contract that serves County Friend of the Court and Prosecuting Attorney’s Offices across Michigan. This contract supports counties in assessing their security posture to ensure controls were in place to safeguard Title IV-D child support data. Together, these competitively bid contract vehicles demonstrate the trust placed in Dewpoint to support consistent, high-quality IT and security services for public-sector organizations.

Nothing demonstrates our commitment to our customers better than our 78 Net Promoter Score (NPS). (NPS) measures customer loyalty by asking how likely they are to recommend a company, product, or service to others, with a score ranging from -100 to 100 (Figure 02).

Figure 02 – Net Promoter Scale Demonstrates Likelihood to Recommend



What Does This Mean?

Our NPS of 78 is more than just a number, it is a reflection of the trust and satisfaction our customers have in us. An NPS this high indicates that the vast majority of our customers are not just satisfied, but enthusiastic about recommending us to others.

Why It Matters

In the IT industry, where trust and reliability are everything, a high NPS is a key indicator of our success in meeting and exceeding customer expectations. It shows that our customers recognize and appreciate the personal touch we bring to every interaction, from custom solutions to responsive support.

SUMMARY OF SERVICES

This Statement of Work (SOW) outlines Dewpoint’s IT Managed Services, including the deliverables, requirements, responsibilities, compensation, and service timing needed to support City of Madison Heights’s infrastructure environment. The Managed Services offering is organized into the following key categories, each detailed in Appendix A – Detailed Description of Services.

Category	High-Level Services
Service Desk Support	<ul style="list-style-type: none"> • Phone, email, and portal access • Remote takeover support • IT service management • Microsoft application support • File management and access
Onsite Support	<ul style="list-style-type: none"> • One (1) Resource Monday – Friday (8:00 – 4:30) • Filled by three (3) rotating individuals
PC Support	<ul style="list-style-type: none"> • PC support • Break-fix support • Warranty service • Patch management
Microsoft 365 Services	<ul style="list-style-type: none"> • Onboarding/offboarding users • Subscription administration
Network Services	<ul style="list-style-type: none"> • Operations and engineering support • Configuration backup and restore using current solution • Network administration • DNS management • IP address management • IP traffic management • Wireless network management • Network device monitoring basic up/down
Server Support Services	<ul style="list-style-type: none"> • Server operating system administration • Server patch management • Server antivirus services • Server network configuration • Server capacity management • Storage support

Category	High-Level Services
	<ul style="list-style-type: none"> Active directory support Cloud backup support
Security Services	<ul style="list-style-type: none"> Firewall management Security operations <ul style="list-style-type: none"> Threat management M365 and email Protection Centrally managed antivirus support Incident investigation
Business Reviews	<ul style="list-style-type: none"> Four (4) business reviews throughout the fiscal year with two (2) presented to Information Technology Advisory Committee

DURATION OF AGREEMENT

The duration of this agreement is July 1, 2026, through June 30, 2029. The transition period is targeted to begin on a mutually agreed upon date, with the ongoing services commencing after transition. Dewpoint has 30-day payment terms.

PRICING

Dewpoint presents this price for the above-managed services based on the scope of services and the volumes and assumptions listed below.

Where recurring services are initiated through acceptance of this proposal, the term for those services will begin day 1 of the month and year in which the service is live and made available for City of Madison Heights use and extend through to the term of service herein in accordance with the timeline set forth therein.

Base Managed Services (Transition Fee Included)

Timeframe	Monthly Cost	Annual Rate
Year 1	\$25,738.00	\$308,856.00
Year 2	\$26,472.00	\$317,664.00
Year 3	\$27,227.00	\$326,724.00

Team experienced with maintaining CJIS compliant environments, 100 percent client retention among municipal clients, deeply experienced solutions architect team with multinational experience down to local government experience

Volume Changes

The above pricing reflects the baseline volumes below. Since changes in the environment may cause the resource units to fluctuate, Dewpoint will handle changes as follows:

The City of Madison Heights will be charged for the baseline resource units if the actual units fall within the banded high and low range.

If the volume exceeds or falls below the 90-day average percentage, Dewpoint and the City of Madison Heights will agree on the rate change based on volume adjustments.

Baseline Volumes

Banding for Base Services

Description	Baseline	90 Day Min Band	90 Day Max Band
Users	256	247	265
Desktops/Laptops	147	152	142
Managed Switches	19	17	19
Access Points	26		
Firewalls	2	2	2
Servers Physical	4	4	4
Servers Virtual	16	16	16
HP Micro Server	1	1	1

Monthly Charges Over Base Services

Description	Quantity	Price	Monthly Total
Active Directory - Azure Microsoft Intune (GCC) Annual Paid Monthly	233	\$6.56	\$1,528.48
Two Factor Authentication - Duo (monthly)	256	\$3.00	\$768.00
Security Awareness Training - KnowBe4 (monthly)	207	\$4.00	\$820.00
Office 365 G1 (GCC) Annual Paid Monthly	130	\$9.93	\$1,290.90
Office 365 G3 (GCC) Annual Paid Monthly	103	\$22.83	\$2,351.49
Cloud Backup Storage *	11	\$6.99	\$76.89
Antivirus CrowdStrike	169	\$5.62	\$1,011.60

*Cloud Backup Storage sizes to be validated during transition. Current description is unavailable.

Hours of Support

- Monday to Friday 8:00am to 4:30pm

After-Hour Support (Evenings, Weekends, Holidays)

- \$250.00 per call-out, which includes up to the first two (2) hours.
- Additional time beyond the initial two hours is billed at \$115.00 per hour, in quarter-hour increments.

ASSUMPTIONS

The Dewpoint price is based on the following assumptions:

- If the contract is terminated by Madison Heights prior to the end of the term, a transition fee of \$3,200 per remaining contract year will be assessed. For purposes of calculating this fee, any remaining partial contract year will be rounded to the nearest whole year, with six (6) months or more rounded up and less than six (6) months rounded down.
- City of Madison Heights designates a primary point of contact to act as an on-site resource at each location.
- The contract will not start until a signed SOW is received by Dewpoint.
- Service is provided as a Managed Service leveraging a shared resource team (not dedicated or named individuals).
- City of Madison Heights will maintain currency in licensing and maintenance contracts for operating systems, hardware, and application software.
- Dewpoint utility collectors and support tools may be deployed on premises in City of Madison Heights's IT environment.
- For hardware not under maintenance that is no longer functioning, Dewpoint will put in a request with City of Madison Heights to have new hardware procured.
- Change network contracts and/or maintain a letter of agency with carriers for Dewpoint to perform as City of Madison Heights agent.
- Backup solution will be evaluated during transition to determine if changes are required.
- City of Madison Heights is responsible for purchasing all PCs and hardware.
- End user security training will be a separate project.
- Vulnerability management is not in the current scope.
- Vulnerability remediation will be treated as a project post scan, if required.
- This SOW will be governed by the terms and conditions of the Master Service Agreement (MSA) to be signed between Dewpoint and City of Madison Heights.
-

SIGNATURES

City of Madison Heights

Dewpoint LLC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Signature

Printed Name

Title

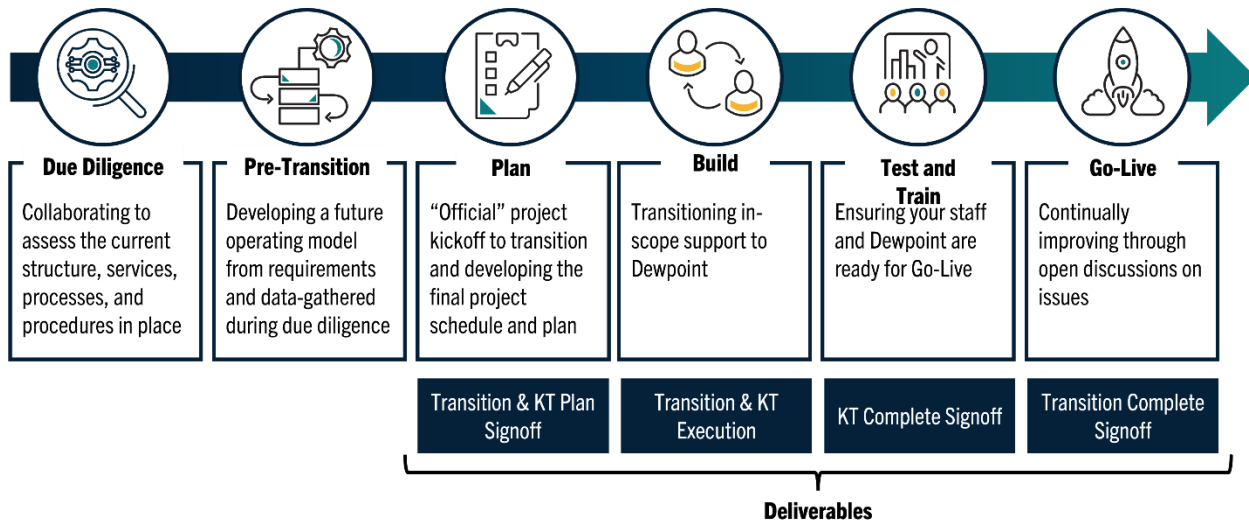
Date

APPENDIX A – DETAILED DESCRIPTION OF SERVICES

Transition

We know a seamless transition is important; thus, Dewpoint uses a tested, repeatable six-step methodology to ensure the smooth transitioning of services. We built this approach from experience transitioning customers as well as project management best practices. At the core of our methodology is understanding your current processes (through knowledge transfer) and making sure your team is comfortable with any changes as a result of the transition. Our phased methodology is illustrated in Figure 03 below. A critical element is maintaining clear and open communication with you throughout the process.

Figure 03 - Proven Transition Methodology to Ensure Success



Dewpoint's philosophy during all phases of the transition is to ensure success with as little disruption as possible by:

- Respecting City of Madison Heights business cycles.
- Help manage your third-party contracts.
- Establish a single point of contact (SPOC) to coordinate resources, plans, and handovers of business operations.
- Support business operations during implementation.

Dewpoint assigns a project manager to oversee the transition and knowledge transfer to completion. Our experienced project managers use applicable Project Management guidelines to deliver projects on time, within budget, and meeting project goals and objectives. The project manager will strive to build relationships with your team. The table below shows high-level tasks and approximate transition and knowledge transfer timelines.

High-Level Transition and Knowledge Transfer Tasks

1 to 14 Calendar Days	15 to 55 Calendar Days	56 to 60 Calendar Days
<ul style="list-style-type: none"> • Perform due diligence validation on the environment (list to be provided) • Onboarding & tool development • Access transfer & record analysis/documentation • Initiate City of Madison Heights Halo Portal • Confirm licensing & maintenance agreements. • Conduct knowledge transfer from the current provider 	<ul style="list-style-type: none"> • Deploy server, network, and end-user management tools. • Hold process integration workshops on workflows for requests and incidents. • Inventory current hardware and endpoints and identify any immediate needs. • Update knowledge base with the server, storage, backup, switches, firewall, and mail-filtering documents 	<ul style="list-style-type: none"> • Perform testing & training. • Go Live
<p><<< Ongoing Communication & Feedback >>></p>		

Managed Services Support

Service Desk Support

Our Service Desk will be your SPOC for services. Your users can access our Service Desk via online portal, phone, or email. City of Madison Heights staff can utilize the portal to initiate, track, or cancel a ticket.

Hours of Support

Dewpoint will support City of Madison Heights Monday through Friday, 8:00 a.m. to 4:30 p.m. Severity 1 incidents receive 24x7 support.

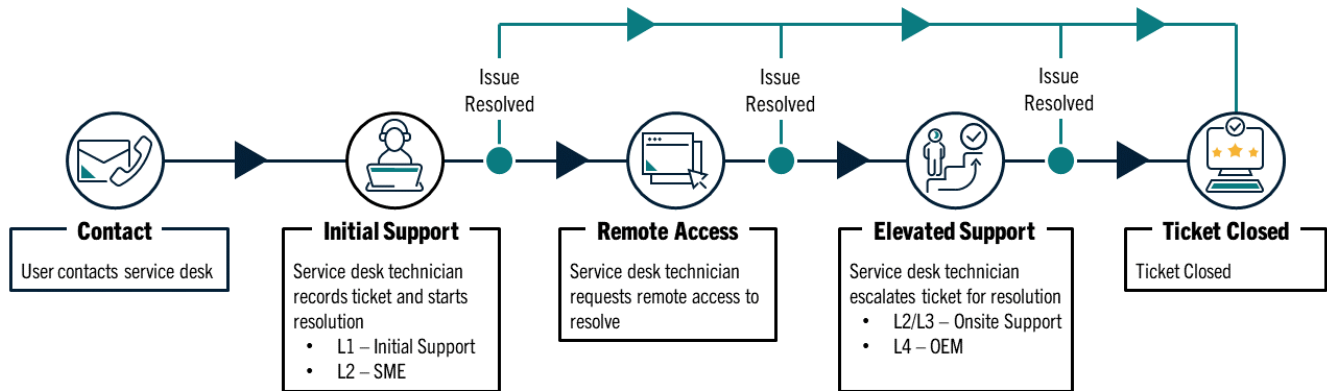
Monday through Friday support hours excluding City of Madison Heights-defined holidays.

Support Process

Upon receiving a ticket, our staff will contact your user and validate the ticket information. Our technician will create an event log containing a time-stamped record of activities leading to the ticket's resolution.

Our goal is to resolve user issues on the first call. Issues that cannot be resolved on the first call are escalated as required. Illustrated in Figure 04 below, ticket resolution can take place at any level of support, while complex resolution efforts may progress through all support levels.

Figure 04 - End User Support Model



Support level definitions include:

- **Level 1 Support** - The initial support level responsible for basic end-user issues.
- **Level 2/3 Support** - More in-depth technical support utilizing experienced subject matter experts knowledgeable on a product or service. The ticket will be escalated for incidents or requests unable to be resolved remotely.
- **Level 4 Support** - Original Equipment Manufacturer (OEM) or vendor support.

To ensure your satisfaction with our service desk, we provide a Customer Satisfaction Survey at the end of every support call or visit, allowing your end users to rate the experience. Our management team reviews any less-than-satisfactory rating in conjunction with the technician to determine what we could do better. We work to improve our service based on your feedback continuously.

The standard capabilities within Service Desk Support include:

Service Desk Support	High-Level Task
Phone, Email, and Portal Access	Dewpoint's Service Desk support includes phone, email, and portal access. Dewpoint will provide a number for City of Madison Heights to call the Service Desk and a web portal through which to submit a service ticket.
Remote Takeover Tool	For software-related issues or requests, Dewpoint will leverage our remote capabilities to resolve the issue prior to dispatching a technician to the end user's desk. To provide this service, Dewpoint requires all devices to be accessible through the network to enable remote management, and Dewpoint will have administrative rights to the devices.
IT Service Management	Dewpoint's ITSM process incorporates the Information Technology Infrastructure Library (ITIL) based service management functions, including a Service Catalog, Incident

Service Desk Support	High-Level Task
	Management, Problem Management, Change Management, and Knowledge Base.
File Management and Access	Dewpoint will manage and maintain the health, replication, and availability of primary and secondary Active Directory domain controllers in the City of Madison Heights environment and integration with their Microsoft cloud identity environment. The service desk will also support all access to file shares, OneDrive, SharePoint, Teams, printers, and other group membership-controlled services.
Microsoft Application Support	Dewpoint's service desk will support incidents through remote access or by telephone for Microsoft productivity software and currently supported operating systems.

Onsite Support

Dewpoint will provide one (1) onsite resource Monday through Friday from 8:00 a.m. to 4:30 p.m. This individual will be an experienced professional with the technical expertise and interpersonal skills necessary to effectively support Madison Heights staff.

To ensure continuity of service and redundancy in institutional knowledge, this onsite role will be supported by three rotating Dewpoint team members. This approach ensures consistent coverage while allowing multiple team members to maintain familiarity with Madison Heights systems, processes, and staff.

PC Support

The in-scope pc support tasks are described below.

Category	High-Level Task
PC Refresh	PC Refresh, which entails existing user data and settings transfer to a new computer, is solutioned as requested. Charges are outlined in the pricing section.
Break-Fix Support	<p>Dewpoint will provide technical diagnosis and repair of defective equipment for in-scope devices. Problems can be identified either through system tools or by the end user. A City of Madison Heights user experiencing an equipment problem contacts the Dewpoint service desk or creates an incident in the portal. The service agent works to identify the hardware problems by asking troubleshooting questions of the user.</p> <p>The hardware repair services include diagnostics for in-scope devices to resolve hardware-related failures, issues, and coordination with any third parties or OEMs for warranty repairs. Dewpoint will utilize City of Madison Heights's current personal</p>

Category	High-Level Task
	computer (PC) warranties and hardware support. City of Madison Heights will own and supply all spares to support the service.
Warranty Service	Dewpoint will work with City of Madison Heights to identify third parties to perform warranty service on in-scope devices. OEM warranty service offerings differ by the manufacturer but generally include parts free of charge if warranty service is performed within the terms set forth by the manufacturer. After City of Madison Heights provides warranty status information about the in-scope equipment, Dewpoint will take full responsibility for OEM warranty management for all eligible units and notify City of Madison Heights when warranties are expiring.
Software Support	Dewpoint's software problem resolution covers incidents through remote access or by telephone for Commercial Off-The-Shelf (COTS) software, licensed operating systems and specific City of Madison Heights core applications.
Image Management	Image management is the methodology for the deployment of desktops using a combination of processes including COTS programs and automation utilities. This service provides desktop operating system (OS), software packages, patches, and upgrades automatically with little or no user intervention.
Patch Management	Dewpoint will deploy patch management software to City of Madison Heights's workstations to facilitate system discovery, identification of the required updates, and the deployment of relevant patches, hotfixes, and security updates on Windows Operating Systems.

Microsoft 365 Services

Microsoft 365 Service	High-Level Task
Onboarding/Offboarding Users	Dewpoint will onboard and offboard users via a request submitted by approved City of Madison Heights staff members. Dewpoint will perform process integration workshops to understand City of Madison Heights's current onboarding/offboarding process and identify which users can submit these requests during the transition. Once the process integration workshop is complete, Dewpoint will build a workflow (service catalog) for onboarding and offboarding users in Halo to streamline the process, including user/account creation/deletion and PC configuration and deployment.
Subscription Administration	Subscription administration includes planning and coordinating service installation, modification or removal,

	identity and access management, daily operations, troubleshooting, and maintaining City of Madison Heights's Microsoft 365 subscription.
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Network Services

Dewpoint's Managed Services will proactively monitor and manage the distributed computing environment. The standard capabilities within Network Support include:

Network Service	High-Level Task
Operations and Engineering Support	Perform management support for in-scope network devices and coordinate with 3rd party providers (as needed).
Configuration Backup and Restore	Manage backup and recovery of in-scope network device configurations, including retaining detailed device configurations for rapid retrieval when a failure occurs. This will be performed using City of Madison Heights's current solution.
Network Administration	Includes processing connectivity requests, end-user moves, adds, changes, or deletes (MACDs), and identifying, testing, and applying recommended security updates and hotfixes.
Domain Name System (DNS) Management	Covers domain hosting, DNS management, and administration services. (It does not cover domain or IP address registration.)
IP Address Management	Includes general IP address management services focusing on the methodologies and processes governing IP address allocation and management.
IP Traffic Management	Covers efficient routing and traffic flow optimization across the network infrastructure.
Wireless Network Management	Administers your environment's wireless local area network (WLAN) products, including troubleshooting and break-fix support for all in-scope devices and processing system MACDs.
Network Device Monitoring	Basic up/down monitoring and managing your organization's switches, wireless APs, and firewalls.

Device firmware is maintained on a periodic basis, excluding end-of-life devices, and will be updated in response to any disclosed vulnerabilities. Firmware updates due to zero-day vulnerabilities are limited to two events per year. Additional updates will be billed on a time and materials basis.

Server Support Services

Dewpoint's Server Support Service encompasses server support for public, private, and hybrid cloud as well as on-premises physical and virtual workloads and operates in conjunction with the Service Desk. The resources integrate the local and remote delivery models (typically administration, configuration, or incident-related issues where additional expertise is needed) to support City of Madison Heights's servers. Our use of automated server monitoring tools reduces downtime and increases the efficiency of monitored in-scope systems and Dewpoint's leveraged technicians. Server hardware and operating systems must be at a level that is supported by the vendor. In the event that a server is end-of-life, a project to upgrade or migrate to a supported state will be required before transitioning the server to standard managed services.

The standard capabilities within Server Support Services include:

Server Support Service	High-Level Task
Server Operating System Administration	Plan and coordinate the monitoring, maintenance, troubleshooting, testing, and daily operations of the City of Madison Heights Server hardware and operating system.
Server Patch Management	Identify, test, package, and deploy required security updates, patches, and other updates associated with the supported server operating system using Dewpoint's patch management tool suite.
Server Antivirus Services	Perform essential security functions for in-scope server operating system based on City of Madison Heights's standards and respond to security incidents and alerts using Dewpoint's Endpoint Detection and Response (EDR) tool suite.
Server Network Configuration	Validate that systems are configured for appropriate network connectivity. This includes minor adjustments and reconfigurations as required by the enabling infrastructure and the ongoing maintenance of network configurations.
Server Capacity Management	Ensure capacity for all server resources exists and matches the business's current and future agreed needs.
Storage Support	Perform the day-to-day management of City of Madison Heights's storage environment. This includes storage administration, patch management, storage security maintenance, storage network configuration, problem resolution, and troubleshooting.
Active Directory Support	Manage and maintain the health, replication, and availability of the Active Directory domain controllers in City of Madison Heights's environment. All-access to file shares, printers, and other group membership-controlled services are in scope and will be service desk ticket-based.
Backup Support	Maintain City of Madison Heights's current backup and replication solution for on-premises and Azure servers, as applicable. Support includes monitoring and re-initiation of failed backups, simple file-

Server Support Service	High-Level Task
	<p>level restores, troubleshooting of failed backups, backup configuration for new systems, monitoring backup status, and troubleshooting backup errors.</p> <p>During the transition, the backup architecture will be validated.</p>

Security Services

Dewpoint's Security Services administers external and internal facing firewalls, Application/URL filtering, Intrusion Prevention System (IPS)/Intrusion Detection System (IDS), Next-Generation Antivirus (NGAV), and M365 Exchange Online Protection (EOP). The standard capabilities for Security Services include:

Firewall Management

Dewpoint will provide the following firewall management functions according to the capability of the firewall device:

Firewall Service	High-Level Task
Configuration Backup and Restore	Dewpoint stores regular backups of configurations and policies/rule base. If a recovery is needed, Dewpoint remotely rebuilds the firewall based on the last configuration backup.
Rule Administration	Change requests for adding/modifying/deleting firewall rule bases are handled under this service section.
Application/URL Filtering Management	Adding/modifying/deleting application services that are protected by the Application/URL filter. This capability also covers policy changes on the Application/URL filtering platform.
IPS/IDS Management	Adding/modifying/deleting IPS/IDS services that are configured on the firewall. This capability also covers IPS/IDS policy changes.

Security Operations

Our Security Operations (SecOps) team performs day-to-day operational security functions, including the following:

Security Operations Service	High-Level Task
Threat Management	The SecOps team monitors recent or updated threat information related to devices/technologies for the in-scope environment. Should a new threat be identified, the team analyzes the potential impact and risk to the organization and issues guidance to the relevant parties on appropriate measures to remove or reduce this risk.

Security Operations Service	High-Level Task
Centrally Managed Malware Protection/Antivirus Support	All workstations and servers within scope are centrally managed in the CrowdStrike Falcon portal. The SecOps team maintains that environment and responds to any triggered alerts.
M365 and Email Protection EOP	Dewpoint utilizes the Microsoft 365 environment for many business functions. Dewpoint uses the inherent security capability offered by M365, including e-mail protection capabilities like spam filters, quarantining of suspicious e-mails, and advanced setup features such as setting up and maintaining DKIM and SPF records.
Incident Investigation	<p>The SecOps team engages in technical incident investigations for those services Dewpoint delivers to City of Madison Heights as part of the contract.</p> <ul style="list-style-type: none"> • Single events resulting from actions performed by City of Madison Heights, such as clicking on a phishing e-mail, entering credentials into a malicious site, or investigating a potential malware incident, will be investigated and triaged by the Dewpoint SecOps team. • When engaged in such investigations, the team follows a defined process to ensure that all relevant details are documented and available for post-incident reviews. • The base investigation and containment services provided by Dewpoint SecOps for this type of event is a cumulative four (4) hours total per calendar year. Upon exhausting the base four (4) hours of effort, additional time consumed by investigation, containment, and remediation will be handled as special projects and will be billed accordingly. • Security events that impact multiple City of Madison Heights users, devices, or services will be handled as special projects.

Should an event require the services of a Forensic Analyst, Dewpoint will provide City of Madison Heights with a list of potential specialist providers. The Dewpoint SecOps team does NOT provide specialist Forensic Analysis services. Dewpoint strongly recommends that City of Madison Heights ensure that they have adequate Cyber Liability insurance coverage to help protect their business.

We understand operational security is vital to City of Madison Heights’s systems. If City of Madison Heights performs penetration testing or vulnerability assessment activities and

remediation is required, Dewpoint will work with City of Madison Heights to determine if the remediation is included in the scope of services or requires a separate project scope of work.

Business Reviews

Dewpoint will conduct four (4) business reviews during the fiscal year, including two (2) that will be presented to the Information Technology Advisory Committee.

Supplemental Service Requests

Supplemental Service Requests (SSR) are defined as services not included in this SOW, which will require a separate SOW. The SSR process is utilized to define scope, requirements, and effort. Upon receiving an SSR, Dewpoint will create an approach, timeline, and budget to present to City of Madison Heights for review and approval.

Hours Of Support

The table below lists Dewpoint’s standard hours of support:

Service	Hours of Support
Service Desk	8:00 am to 4:30 pm EST Monday through Friday*

*The support excludes City of Madison Heights’s defined holidays.

Business hours above exclude the following holidays:

- New Year’s Eve
- New Year’s Day
- Martin Luther King Jr. Day
- Presidents Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Tools

The following tools support the above scope of services.

ITIL Category	Tools
Service Operations	
<ul style="list-style-type: none"> • Service Desk • Incident Management • Device Management • Remote Operations Mgt. • Performance Monitoring • Antivirus 	<ul style="list-style-type: none"> • Halo ITSM • Endpoint Central • LogicMonitor • CrowdStrike
Service Design	
<ul style="list-style-type: none"> • Self Service Portal • Service Level Management 	<ul style="list-style-type: none"> • Halo ITSM
Continuous Service	
<ul style="list-style-type: none"> • Performance Reporting 	<ul style="list-style-type: none"> • Halo ITSM • Endpoint Central

*Note: Dewpoint retains the option to change tools during the life of the contract.

Reporting

Standard monthly reports (listed below) will be reviewed and provided to City of Madison Heights.

Domain	Report Name	Description	Frequency
Service Desk	Incident management report	Incidents resolved in the previous month. Average response time of resolved incidents	Monthly
	Total tickets opened	Number of incidents and service requests received in the previous month	Monthly
	Total ticket count by type	Number of incidents and service requests received in the previous month by submission method	Monthly
	Priority 1 Incident report	Detailed breakdown of Priority 1 incidents	Monthly

Baseline Metrics

Incident Urgency Rating

"Incident Urgency Rating" means the rapidity of the resolution required based on City of Madison Heights's business needs. The table below describes the urgency standard, definition, and some supporting examples specifically applicable to City of Madison Heights.

Urgency Standard	Definition	Examples (non-exhaustive)
1 – Critical Urgency	An incident which must be responded to within one (1) hour.	<ul style="list-style-type: none"> City of Madison Heights is unable to support a service or application the business has deemed as critical services. Key systems - application is unavailable, loss of connectivity to M365.
2 – High Urgency	An incident which must be responded to within two (2) hours.	<ul style="list-style-type: none"> A significant impairment to a broad base City of Madison Heights business. System or application is unavailable, idling several people or groups of people.

Urgency Standard	Definition	Examples (non-exhaustive)
		<ul style="list-style-type: none"> For example – loss of local network connectivity for a group of users.
3 – Medium Urgency	An incident which must be responded to within four (4) hours.	<ul style="list-style-type: none"> An impairment to a small part of City of Madison Heights’s business, such as a COTS application or system with a small user base; a request for a new service offering.
4 – Low Urgency	An incident which must be addressed within 16 business hours.	<ul style="list-style-type: none"> An impairment of little significance. An incident affecting a single authorized user with a workaround available. Example - end user IMAC.

Severity Level

"Severity Level" means the intersection of the Incident Urgency Rating and the Incident Impact Rating for the applicable incident in the table below. The intersection determines the placement of the incident into a group that the Service Provider addresses incidents in a sequenced, prioritized fashion.

From time to time, City of Madison Heights should review incident severity levels with the business departments to determine if an incident should be modified (either higher or level) due to a change in urgency or impact of the incident. If a change is required that affects a vendor’s SLA response time, the vendor must also agree with the change in level.

Impact	1. Critical Impact (External)	Severity Level 3 – Medium Priority	Severity Level 2 – High or Major Priority	Severity Level 1 – Critical Priority	Severity Level 1 – Critical Priority
	2. High or Major Impact (Internal)	Severity Level 3 – Medium Priority	Severity Level 2 – High or Major Priority	Severity Level 2 – High or Major Priority	Severity Level 1 – Critical Priority
	3. Medium Impact (Several Users)	Severity Level 3 – Medium Priority	Severity Level 3 – Medium Priority	Severity Level 2 – High Priority	Severity Level 2 – High Priority
	4. Low Impact (1 User)	Severity Level 4 – Low Priority	Severity Level 4 – Low Priority	Severity Level 3 – Medium Priority	Severity Level 3 – Medium Priority
		4. Low Urgency (Minor)	3. Medium Urgency (Normal)	2. High Urgency (Significant)	1. Critical Urgency (Outage)
	Urgency				

Dewpoint will commit to the following Service Levels to support City of Madison Heights.

Priority	Response Time Target	Example
1 – Severe Service Loss	1 hour 24x7x365	<ul style="list-style-type: none"> • Mission-critical production system(s) / service(s) are completely down. • No workaround exists. • Unable to support a critical service or application affecting external users
2 – Major Service Loss	2 business hours 8:00 am to 5:00 pm	<ul style="list-style-type: none"> • Significant impairment to business or a group of users • Loss of local network connectivity or business services for a group of users • A workaround is required but readily available
3 – Partial Service Loss	4 business hours 8:00 am to 5:00 pm	<ul style="list-style-type: none"> • Impairment to a small part of business • Impairment to an application or system with a small user base • Request for new service offering
4 – General Usage	8 business hours 8:00 am to 5:00 pm	<ul style="list-style-type: none"> • Incident affecting a single user with an available workaround with no work stoppage. • Request for something new, but nothing is broken. • Distribution list / AD Group add / removal, etc.

Note: Dewpoint will use commercially reasonable efforts to support hardware infrastructure, software, and configurations that are not covered under maintenance agreements. If the root cause analysis establishes that the failure was due to hardware infrastructure and Software products that are not covered under maintenance agreements, such support shall not be subject to the Service Levels. Furthermore, City of Madison Heights will have a sufficient amount of spare hardware available to maintain SLAs.

Locations

City of Madison Heights – Municipal Locations

Facility Name	Department / Function	Street Address
City Hall	Administration, City Clerk, Finance, IT, Purchasing	300 W 13 Mile Rd Madison Heights, MI 48071
Police Department	Police Services, Records, Dispatch	280 W 13 Mile Rd Madison Heights, MI 48071
Fire Department	Fire & Emergency Services	31313 Brush St Madison Heights, MI 48071

Facility Name	Department / Function	Street Address
Department of Public Services (DPS)	Public Works, Water, Streets, Facilities	801 Ajax Dr Madison Heights, MI 48071
43rd District Court	Judicial Services	200 W 13 Mile Rd Madison Heights, MI 48071
Public Library	Library Services	27736 John R Rd Madison Heights, MI 48071
Active Adult Center (50+)	Senior & Recreation Programs	300 W 13 Mile Rd Madison Heights, MI 48071

Dewpoint will have network and physical access to the current location to conduct ongoing support for the environment.

APPENDIX B – RATE CARD

Time and Material Rates

For services outside this SOW, the time and material (not to exceed) rates will be used. These rates will be adjusted yearly by 3% to account for increases in labor rates and inflation. If after-hours support (defined as work performed after hours of coverage listed below), the after-hours rate may be charged. The rates below do not include travel expenses (if required).

Role	Rate
Agile Consultant - Career	\$145.50
Application Administrator - Career	\$92.00
Application Administrator - Intermediate	\$73.50
Application Administrator - Senior	\$111.50
Application Architect - Senior	\$167.00
Application Developer - Career	\$119.00
Application Developer - Intermediate	\$109.50
Application Developer - Senior	\$142.50
Application Solution Architect - Career	\$139.50
Application Solution Architect - Senior	\$150.00
Business Analyst - Career	\$115.50
Business Analyst - Senior	\$121.00
Computer Systems Architect - Intermediate	\$152.00
Database Administrator - Career	\$125.50
Database Architect - Career	\$148.50
Delivery Executive	\$183.00
Delivery Manager - Entry	\$107.50
Delivery Manager - Intermediate	\$140.00
Desktop Administrator - Advanced	\$78.00
Desktop Administrator - Career	\$74.00
Desktop Administrator - Intermediate	\$66.50
Organizational Change Management - Career	\$129.50
Program Manager - Career	\$148.00

Role	Rate
Program Manager - Intermediate	\$116.50
Program Manager - Senior	\$156.50
Project Manager - Career	\$119.50
Project Manager - Intermediate	\$116.00
Project Manager - Senior	\$136.50
Security Analyst - Career	\$128.50
Security Analyst - Intermediate	\$82.00
Security Architect - Senior	\$153.50
Security Architect - Senior	\$153.50
Solutions Architect - Career	\$159.00
Solutions Architect - Senior	\$176.00
System Engineer - Career	\$118.50
System Engineer - Intermediate	\$96.00
System Engineer - Senior	\$145.50
Technical Architect - Senior	\$154.00
Technical Delivery Lead - Career	\$143.50
Technical Delivery Lead - Senior	\$157.50
Video Coordinator - Career	\$74.50
Video Coordinator - Intermediate	\$63.50
Work Force Coordinator - Intermediate	\$78.00
Work Force Coordinator Team Lead - Career	\$121.00



MEMO

Office of the City Clerk

To: ITAC
From: Cheryl Rottmann, Deputy City Manager/City Clerk
CC: Melissa Marsh, City Manger
Date: April 10, 2026
RE: Phone RFP Update and Request for ITAC Subcommittee

City of Madison Heights intends to replace its existing Cisco Unified Communications Manager (CUCM) telephone system with a cloud-based VOIP (Voice Over Internet Protocol) system. The phone system has exceeded its lifespan and capacity to support the City's needs. The Request for Proposal (RFP) outlined the existing system architecture and the desired replacement system design and services.

On January 27, 2026, the City issued the Request for Proposals for the VOIP Phone Services and Equipment and scheduled a mandatory walkthrough on February 18th. The RFP was downloaded from MITN by over 94 vendors, 33 of them located in Michigan.

Thirty-seven (37) vendors participated in the mandatory walkthrough. Vendors were given an opportunity to submit questions pertaining to the RFP and the city responded to those questions on February 11, February 24 and a final response to questions were given on March 3rd. The deadline for submission for the RFP was March 16th. Thirty vendors responded to the RFP by the deadline. Some companies also submitted more than one proposal.

I, along with Chris Morrisson from Skynet, the current city's IT contractor, reviewed all proposals submitted. We reviewed them with consideration for how well they fit the needs of the city, support offered, licensing costs, ability to offer paging and doorbell requirements of the Fire Department, length of contract offered and overall costs. After this review, we have narrowed the finalist down to six (6) vendors and seven (7) proposals.

Staff is requesting ITAC to form a sub-committee of 3-4 members to assist in the final review of these six vendors and take a more in-depth look at the proposals offered. The goal of the subcommittee would be to narrow the RFPs to the top three proposals and ask any clarifying questions, as needed. If possible, it would be optimal if this review could be completed by the beginning of May. After the subcommittee review and

recommendations, the city would schedule on-site interviews with the three finalists to get

Item 3.

an opportunity to see equipment and familiarize us with the vendors being considered. Once that takes place, we will return to ITAC with our final rankings and ask that ITAC make a final recommendation to City Council.

Staff requests that ITAC appoint members to form a Phone RFP Subcommittee to review the Phone RFPs and recommend the top three RFPs for final review and consideration.

Vendor	Proposal cost type	Recurring Cost	Labor	Hardware	Licensing/Subscription	Support	One Time Costs	Optional Costs	First month	Second month	First year	Second year	1st + 2nd costs	tract Duration	36 month contract	60 month contract cost*	Contract type	Cloud based	PBX System type	FSI Door intercom	Additional costs	Has paging	Additional costs
Univox	Monthly	\$1,778.57	\$-	\$3,450.00	\$-	\$-	\$3,450.00	\$-	\$5,228.57	\$1,778.57	\$24,792.84	\$21,342.84	\$46,135.68	36 or 60	\$67,478.52	\$110,164.20	Monthly	yes	PBX System type	Yes	No	Yes	No
Arya/Thomas	Monthly	\$2,295.08	\$9,920.00	\$4,045.00	\$-	\$-	\$13,995.00	\$-	\$16,252.08	\$2,295.08	\$41,508.96	\$27,552.96	\$69,061.92	60	\$95,614.88	\$151,720.80	Monthly	yes	Arya via ring central	Yes	Yes	Yes	No
UnityU-Reach - Purchase option	Monthly	\$1,451.55	\$-	\$55,390.00	\$-	\$-	\$55,390.00	\$-	\$72,808.60	\$1,451.55	\$88,775.65	\$17,418.60	\$106,194.25	60	\$123,612.85	\$158,450.05	monthly	yes	PBX System type	Yes	No	Yes	No
ASST	Monthly	\$2,139.57	\$29,373.00	\$12,911.00	\$-	\$-	\$32,284.00	\$1,786.00	\$54,423.57	\$2,139.57	\$77,958.84	\$25,678.84	\$103,637.68	60	\$129,308.52	\$180,658.20	monthly	yes	PBX System type	Yes	Yes	Yes	No
Verizon	Monthly	\$1,440.00	(\$28,252.85)	\$1,727.35	\$-	\$-	(\$26,425.30)	\$-	(\$22,985.30)	(\$28,252.85)	\$23,127.35	\$41,280.00	\$64,407.35	with 60 month	\$105,687.35	\$188,247.35	monthly	yes	PBX System type	Yes	No	Yes	No
UnityU-Reach - Rental option	Monthly	\$2,797.88	\$2,995.00	\$-	\$-	\$-	\$2,995.00	\$-	\$5,792.88	\$2,797.88	\$35,589.56	\$33,578.56	\$70,168.12	36	\$103,718.68	\$170,867.80	monthly	yes	PBX System type	Yes	No	Yes	No
Comcast - 36 month	Monthly	\$1,593.05	\$-	\$-	\$-	\$-	\$1,791.00	\$-	\$5,384.05	\$1,593.05	\$44,907.60	\$43,116.60	\$88,024.20	36	\$131,140.80	\$217,374.00	monthly	yes	Cloud Webex	Yes	No	Yes	No

*36 month contracts extended for comparison only