

Village of Beverly Hills  
Regular Village Council Meeting  
Tuesday, April 4, 2023

Municipal Building  
18500 W. 13 Mile Road  
7:30 p.m.

Zoom link: <https://us02web.zoom.us/j/89536549036>

Meeting ID: 895 3654 9036

Dial in: 1-646-876-9923 (US)

### AGENDA

Roll Call/Call to order

Pledge of Allegiance

Amendments to Agenda/Approve Agenda

Community Announcements

Public Comments on items not on the published agenda

Consent Agenda

1. Review and consider approval of **minutes** of a joint Planning Commission/Council meeting held February 8, 2023.
2. Review and consider approval of **minutes** of a regular Council meeting held March 21, 2023.
3. Review and consider approval of minutes of Closed Session meeting held March 21, 2023.
4. Review and file **bills** recapped as of Monday, March 27, 2023.
5. Refer **site plans** for 31215 Southfield Road to the Planning Commission for review and recommendation.
6. Set public hearing date for May 2, 2023 to receive comments on the Fiscal Year 2023/2024 proposed budget.

Business Agenda

1. **Proclamation** recognizing the last Friday in April as Arbor Day in the Village of Beverly Hills.
2. Review and consider **request** from Beverly Hills Lions Club to host White Cane Collection from April 21 to May 7, 2023.
3. Review and consider awarding **bid** to provide cyber security services for the Village of Beverly Hills.
4. Review and consider authorizing National Opioids Settlement **Agreement**.
5. Review and consider awarding **bid** to paint and install new carpet at the Public Safety Building.
6. Set budget **study session** date.

Discussion Items

1. Safe Routes to School (SRTS)/TAP Grant (next steps, communication to community)
2. Current sidewalk inventory/grinding/replacement assessment

This will be a hybrid meeting held in person in the Village Council Chambers with a remote participation option available via Zoom due to the COVID-19 pandemic.

The Village of Beverly Hills will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities attending the meeting upon three working days' notice to the Village. Individuals with disabilities requiring auxiliary aids or services should contact the Village by writing or phone, 18500 W. Thirteen Mile Beverly Hills, MI 48025 (248) 646-6404.

3. 2023 road repair update
4. Tree inventory/trimming/replacement plan
5. Signage subcommittee

Public Comments

Manager's **report**

Council comments

Adjournment

This will be a hybrid meeting held in person in the Village Council Chambers with a remote participation option available via Zoom due to the COVID-19 pandemic.

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JOINT PLANNING COMMISSION/VILLAGE COUNCIL MEETING MINUTES –  
FEBRUARY 8, 2023 – PAGE 1

Present: Planning Commission: Chairperson Drummond; Vice-Chairperson Westerlund, Members; Copeland, Hartzell, Hitz, Jawad, Tessler, and Wright

Council: President George; President Pro-Tem Hrydziusko; Members: Abboud, O’Gorman, and White

Absent: Planning Commission: Harper; Council: Kecskemeti and Mooney

Also Present: Village Manager, Campbell  
Planning & Zoning Administrator, Stec  
Village Clerk/Assistant Village Manager, Rutkowski

Westerlund called the regular Planning Commission meeting to order at 7:31 p.m. in the Village Municipal Building located at 18500 W. 13 Mile Road, Beverly Hills, MI 48025.

### **APPROVE AGENDA**

Motion by Jawad, second by Hitz, to approve the agenda as published.

Motion passed.

### **PUBLIC COMMENTS ON ITEMS NOT ON THE PUBLISHED AGENDA**

None.

Hartzell arrived at 7:34 p.m.

### **REVIEW AND FILE PLANNING COMMISSION 2022 ANNUAL REPORT**

Stec provided an overview of the 2022 Planning Commission Annual Report. The report includes the current membership and a summary of actions taken in 2022, such as approved sign applications, rezoning requests, and updated zoning map.

Motion by Hartzell, second by Wright, the Beverly Hills Planning Commission receives and files the 2022 Planning Commission Annual Report as submitted.

Motion passed.

### **DISCUSSION ON ZONING ORDINANCE AND MUNICIPAL CODE**

#### **A. REVISION TO NONCONFORMING SIGN ORDINANCE**

Stec gave an overview of the Zoning Ordinance, Section 22.32.120(2)(c) – Nonconforming Signs, which states that a nonconforming sign shall not be repaired or re-erected after being damaged if the repair or re-erection of the sign would cost more than 60 percent of the cost of an identical new sign.

Drummond arrived at 7:39 p.m.

The Commission and Council discussed the sign ordinance and agreed that they would like to see non-conforming signs come into compliance.

Jawad suggested that the Commission take a more comprehensive look at the sign ordinance.

Drummond recapped the recent request that came in from KFC, whose sign was damaged.

Copeland arrived at 7:41 p.m.

The Commission and Council discussed the lifespan of a sign and agreed that when a business leaves a property, its sign should be taken down.

Hrydziuszko suggested amending this part of the ordinance sooner rather than later to effect positive change for the Village.

Westerlund stated that the face-change provision provides an opportunity to bring signs into conformity.

Drummond suggested that a subcommittee be formed to look at other communities' sign ordinances for benchmarks and to move that forward within the next three months.

## **B. PROPOSED SHORT TERM RENTAL ORDINANCE**

Abboud provided an overview. He noted that a subcommittee was formed last year, but some of the members were no longer serving on the Planning Commission.

Campbell gave an overview about short term rental ordinances. He spoke about the lame duck legislature that did not move a short term rental bill forward, so municipalities have the opportunity to regulate short term rentals. He provided the Council and Commission with two sample ordinances that were drafted using three other communities' guidelines. He stated that Administration would recommend Option 1, which limits short term rentals to owner-occupied dwellings.

O'Gorman stated that he would like it if visitors were able to use Airbnb or a similar short term rental service in his neighborhood. He said perhaps there is a way to regulate it so that residents of Beverly Hills are allowed to have short term rentals instead of banning it altogether.

Hrydziuszko said there is a need for short term medical stays, especially given the proximity to Beaumont Hospital. She said there is a way to regulate rentals that allows people to use their property how they would like as long as it is respectful to the neighbors.

The Commission and Council discussed buffers, quotas, licenses, fees, inspections, and enforcement.

The Commission and Council discussed whether they should act now, given that there are so few rentals in the Village currently, or wait to see if it becomes a bigger issue and react then.

Jawad stated that people using Airbnb or similar are also visiting Beverly Hills businesses, so it is good for the community.



Drummond stated a subcommittee will be formed to look at the ordinance options and provide a recommendation. He asked that the Planning Commission provide feedback to the subcommittee.

**C. FENCE ORDINANCE: RECONSIDER 200-FOOT DISTANCE ALLOWANCE FOR FENCES UP TO 6-FEET TALL AND/OR UP TO 100% OPACITY**

Drummond gave an overview of the fence ordinance and the character of the neighborhood or “200-foot rule,” which allows a property owner to erect a 6-foot fence if it is within 200 feet of a permitted 6-foot fence. He said that last time the Commission and Council addressed the fence ordinance it was a complicated process that went on for about a year. He said it made sense when it came to smaller lots on the east side of the Village. Now, the Commission has expressed interest in reconsidering that provision or getting rid of it altogether.

Westerlund spoke about the implications of the 200’ rule when the Planning Commission is considering allowing a 6’ fence. He said it could prevent a reasonable request from going forward.

Hitz said that the rule can unintentionally skew decision making.

Hrydziusko did not think it was the Commission’s or Council’s duty to decide on the character of someone’s neighborhood. She said the Planning Commission’s job is to look at the merit of the fence for a specific application.

O’Gorman said he is neutral on the issue and does not think the 200’ rule should prevent reasonable fence applications from being approved.

George suggested exploring what other communities have in their fence ordinances.

There was discussion about whether the 200’ rule was a legitimate concern. The Commission and Council had questions about how many fences were approved using this rule. Administration will do a comparative analysis and follow up.

**D. IDENTIFY AND CORRECT ANY INCONSISTENCIES**

Stec commented on performing an ordinance clean up and noted that Municode is currently working on an analysis of the entire Municipal Code. He suggested doing an annual clean up to provide more clarity to residents.

The Planning Commission agreed to flag any inconsistencies in the Zoning Ordinance if they come across them.

**INITIATIVES**

**A. ENGAGE IN REDEVELOPMENT READY COMMUNITIES (RRC)**

Campbell stated that the Village Council passed a resolution to engage in the Redevelopment Ready Communities Program. He said Administration is currently finishing up required training. The next step will be for the RRC staff to review the Village’s documents and suggest streamlining processes.

**B. SOUTHFIELD ROAD**

Stec commented on engaging with neighboring communities along Southfield Road. He discussed a possible project that would transform Southfield Road into a boulevard with a median. He said that the upfront financial aspect is the biggest hurdle for the communities involved.

There was discussion about the possible boulevard and a request to extend it north to 14 Mile Road.

Campbell informed the Council and Commission about Oakland County's Mainstreet Program, which would help with branding and identifying the Village of Beverly Hills by providing cohesive landscaping, etc. He said they focus on small businesses and would be of no cost to the Village.

#### **MASTER PLAN**

Stec talked about preparing for a comprehensive review of the Village Master Plan, which he suggested be done in 2026.

Drummond commented on the Action Items that the Planning Commission has worked on the last few years.

George said that there could be better dialogue and more steps taken to make the Village Overlay District a reality.

There was discussion about how the RRC program could breathe some life into the Village Overlay plans and that it could help cover costs for technical reviews and an implementation plan.

#### **DEVELOPMENT/REDEVELOPMENT GUIDES**

Stec stated that he is currently working up updated development/redevelopment guides for both residential and commercial properties. He is working on checklists and looking for consistency.

#### **PUBLIC COMMENTS**

John Luscombe, Woodhaven, stated that the Village has a choice whether or not to enforce outdated rules in the Ordinance. He said the Southfield Road boulevard plan sounds like a terrific idea. He said curbs in intersections would cause issues. He stated that there is a ton of potential in the Village. He was impressed by the amount of homework the Commission and Administration have done on these topics.

#### **ADMINISTRATION COMMENTS**

Campbell thanked the Council and Commission for attending. He noted that the Michigan Planner Course was available for Commissioners to attend.

Stec stated that he is looking forward to this year.

#### **PLANNING COMMISSIONER COMMENTS**

Westerlund welcomed the new members.

Jawad said that he thinks the Southfield Road project will move forward since it contains high accident areas.

Copeland said it was good to see everyone.

Drummond thanked everyone for attending the meeting.

#### **VILLAGE COUNCIL COMMENTS**

White thanked the Commission for all the work they do.

O’Gorman thanked the Commission.

Abboud said the Commission has done good work. He thanked Administration as well.

Hrydziusko thanked the Commissioners for all the time they spend volunteering for the Village. She suggested looking at the air conditioner language in the Ordinance. She said she would like to see the Commission and Council collaborate more.

George said he thinks the Planning Commission and Council needs a better feedback mechanism. He appreciates having a liaison at the meetings to report back. He thanked the Commissioners for doing work that benefits the community.

#### **ADJOURNMENT**

Motion by Westerlund, second by Copeland to adjourn the meeting at 9:16 p.m.

Motion passed.

**Andrew Drummond**  
**Planning Commission**  
**Chairperson**

**John George**  
**Council President**

**Kristin Rutkowski**  
**Village Clerk**

## REGULAR COUNCIL MEETING MINUTES – MARCH 21, 2023 – PAGE 1

Present: President George; President Pro-Tem Hrydziusko; Members: Abboud, Kecskemeti, O’Gorman, and White

Absent: Mooney

Also Present: Village Manager, Campbell  
Village Clerk/Assistant Manager, Rutkowski  
Village Attorney, Ryan

**ROLL CALL/CALL TO ORDER/PLEDGE OF ALLEGIANCE**

President George called the regular Village Council meeting to order at 7:30 p.m. in the Village Council Chambers located at 18500 W. Thirteen Mile Road, Beverly Hills, MI 48025. The Pledge of Allegiance was led by Matt Ziegele, Troop 1024, and recited by those in attendance.

**AMENDMENTS TO AGENDA/APPROVE AGENDA**

Motion by Hrydziusko, second by O’Gorman, to approve the agenda as published.

Motion passed.

**COMMUNITY ANNOUNCEMENTS**

Matt Ziegele, Troop 1024, announced that he built a U.S. Flag Retirement Box for his Eagle Scout project. The box will be placed in the Village Office. Residents can drop off flags to be properly retired during regular business hours. Ziegele and members of Troop 1024 will be hosting a special collection day on Saturday, April 15, 2023 outside the Village Office and will be demonstrating how to properly fold a flag. He asked that the Administration share this information in the weekly email blast and in the Villager Newsletter.

**PUBLIC COMMENTS**

Pamela Rijnovean, Evergreen, commented on communication in the Village and said she would like to see more information specific to the Village in the weekly email blasts. She requested speed control or a speed sign on Evergreen Road and Riverside Drive.

Kathleen Lorencz, Warwick, inquired about a Parks & Recreation strategic plan. She also asked about a plan for parks expenditures.

Karen Gilbert, Amherst, stated that the Village is heading into budget season and that a draft budget will be presented in April which will be finalized in May. She asked if there was a roads plan similar to the Parks & Recreation plan. She also inquired about grants and an organizational chart.

**CONSENT AGENDA**

Motion by Hrydziusko, second by O’Gorman, be it resolved, the consent agenda is approved.

1. Review and consider approval of minutes of a regular Council meeting held March 7, 2023.
2. Review and file bills recapped as of Monday, March 13, 2023.
3. Set public hearing date for May 2, 2023 to receive comments on Special Assessments to be added to the 2023 tax roll.
4. Review and consider request to hold ITP 5K at Beverly Park and waive pavilion rental fees on October 7, 2023.

5. Review and consider Parks & Recreation's recommendation to host Movie in the Park on August 17, 2023.

Roll Call Vote:

Motion passed (6-0)

#### **BUSINESS AGENDA**

##### **REVIEW AND CONSIDER REQUEST FROM BEVERLY HILLS LIONS CLUB TO HOST 38<sup>TH</sup> ANNUAL MEMORIAL DAY FUN RUN ON MAY 29, 2023**

Campbell provided an overview. The Beverly Hills Lions Club is requesting use of several Village streets for their 38<sup>th</sup> annual Fun Run/Walk on Memorial Day, Monday, May 29, 2023 from 9:00 a.m. to 10:00 a.m. Proceeds from the event support programs involved with helping the blind and hearing impaired, as well as Beverly Hills community charities.

A map showing the proposed route was provided for review. A letter from the event chairperson, Roy Waters, was also provided. A Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured has been submitted to the Clerk's office.

Motion by White, second by Hrydziuszko, be it resolved, the Beverly Hills Village Council authorizes the Beverly Hills Lions Club to use Village streets as detailed on the attached map on Monday, May 29, 2023 from 9:00 a.m. to 10:00 a.m. for their annual Memorial Day Fun Run/Walk and waives any permit fee provided that a Certificate of Liability Insurance naming the Village of Beverly Hills as an additional insured is filed with the Clerk's office prior to the event.

Roll Call Vote:

Motion passed (6-0)

##### **PUBLIC HEARING TO RECEIVE COMMENTS ON THE MICHIGAN NATURAL RESOURCES TRUST FUND DEVELOPMENT GRANT APPLICATIONS FOR BEVERLY GREEN AND RIVERSIDE PARK**

At the March 7, 2023 Village Council meeting, it was the sense of Council to direct Administration to submit Michigan Natural Resources Trust Fund grant applications for the development of Beverly Green and Riverside Park. Applications are due April 1, 2023.

George provided an overview. He thanked George Ostrowski for volunteering to create the conceptual renderings of both Riverside Park and Beverly Green. He said that there is funding available from the Michigan Natural Resources Trust Fund (MNRTF) every year, so the Village should submit applications for development grants. He referred to the MNRTF website, which provides a lot of information about the fund. He stated that the Village would not be obligated to accept the funding if it was offered.

A requirement of the application process is to hold a public hearing to receive comments on the proposed applications. Following the public hearing, there are two resolutions on the agenda for Council's review and consideration which would authorize the application submissions and the match amounts. A 25% funding match is required for MNRTF applications, and applicants score higher when the match amount is greater than 25%. For Beverly Green, Administration proposed a \$125,000 grant ask with a 50% match (\$250,000 total project cost). For Riverside Park,

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Administration proposed a \$150,000 application ask with a 50% match (\$300,000 total project cost).

George opened the public hearing at 7:57 p.m.

Cris Frisone, Elizabeth Street, stated that there was not any money currently budgeted for Riverside Park. She asked where the money would be coming from. She asked about dredging the water near Riverside Park. She stated that she opposes the grant applications until the Village fixes what it already has. He said there are several sidewalks that need to be fixed that are difficult to maneuver with a walker.

David Tobaben, Orchard Way, asked, as a matter of procedure, how questions get answered that were sent to the Council and Administration. He said that there is a lot of information on the Village website, but it takes a lot of digging. He stated that the dedicated parks millage brings in about \$200,000 of revenue per year. He said there are a lot of items on the parks' plate and estimated that it would cost \$1.6 million to all be completed. He expressed concern about how the Village would fund these projects. He commended George Ostrowski for putting together the concept plans for Beverly Green and Riverside Park.

Eileen Hitz, Riverside, confirmed that the Riverside Park rendering was for the park at Riverside and Evergreen Roads. She asked if residents in the area had requested this plan.

Hrydziusko noted that the Riverside Park drawings were several years old, and it had been a hope of Councils present and past to improve this park.

Hitz continued, stating that there have been several projects over the years at Riverside Park that have come and gone and that now it is not looking kept up.

Kent Anerson, Orchard Way, asked whether there was an expenditures plan for the parks over time. He said he would like to see a spreadsheet of the revenues and costs for the parks.

Karen Gilbert, Amherst, commented on the Riverside Park plans, stating that she thinks the fishing pier and kayak launch would only be feasible for about 2 months a year. She said she does not think a kayak launch should go in a silting pond. She said that she does not think that Our Lady Queen of Martyrs School would utilize Beverly Green, as drafted in the application. She asked if residents along Beverly Court were asked about parking.

Pamela Rijnovean, Evergreen, stated that she would like to see a four way stop sign at Greenfield Road.

No one else wished to be heard. The public hearing was closed at 8:21 p.m.

Kecskemeti said she had concerns with the pond by Riverside Park. She was concerned about investing in anything along the shoreline right now. She would like to have more conversation and action around the pond and lily pads.

White said he shared Kecskemeti's concerns about the pond. He said the Village has plenty of time in terms of the grant application and award process.

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O’Gorman said that he appreciates everyone’s comments. He talked about getting feedback from residents and noted that per his discussions while he was campaigning and even more recently, he gathered that parks are one of residents’ highest priorities. He said these grant applications present opportunities to develop Beverly Green on the east side and improve Riverside Park. He said the roundabout on Greenfield will slow traffic and make the Beverly Green location more enjoyable. He said these designs are not commitments, only ideas of what could be. He encouraged residents to attend Parks & Recreation Board meetings, too. He said Riverside Park should be maintained and that it is a nice place to go. He said he supports the grant applications and sees them as great opportunities for the Village.

Hrydziusko stated that she would like to see as many native plants and species utilized at the parks as possible. She said she has met with residents who live near Beverly Green and that they expressed the desire for screening/privacy from the road and the park, which the plan provides. She said any opportunity to apply for grant funding is a responsible step the Village can take. She was hopeful that this could bring real money into the community. She thinks that it is important to keep applying for grants to help offset taxpayer funding, since there is only so much generated from the millage.

Abboud said that infrastructure and improving parks are both very important. He said he would be in support of a 25% match at Riverside Park and a 50% match at Beverly Green.

George said that he is in favor of applying for grants and trying to stretch the dollars as much as possible. He said he does not want to miss a year to apply for grants.

The Council discussed whether Beverly Green or Riverside Park should be listed as priority 1 on the grant applications. They discussed the commitment made to the east side of the Village to improve park space.

**REVIEW AND CONSIDER RESOLUTION AUTHORIZING THE MICHIGAN NATURAL RESOURCES TRUST FUND GRANT APPLICATION FOR BEVERLY GREEN**

In a motion by Hrydziusko, with support from Kecskemeti:

WHEREAS, the Village Council of the Village of Beverly Hills supports the submission of an application titled “Beverly Green Development” to the Michigan Natural Resources Trust Fund Grant Program for the development of Beverly Green (Parcel ID: 24-01-284-001), Village of Beverly Hills;

WHEREAS, the proposed application is supported by the Community’s 5-Year adopted Parks and Recreation Plan; and

WHEREAS, the Village of Beverly Hills is hereby acknowledging the financial commitment of \$125,000 to be used as the Village’s matching funds;

NOW THEREFORE, BE IT RESOLVED that the Village Council of the Village of Beverly Hills hereby authorizes submission of a MNRTF Grant Application for \$125,000 and further resolves to make available a local in the amount of \$125,000 (50%) of a total \$250,000 project cost, during the 2023-2024 fiscal year.

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Roll Call Vote:  
Motion passed (6-0)

**REVIEW AND CONSIDER RESOLUTION AUTHORIZING THE MICHIGAN NATURAL RESOURCES TRUST FUND GRANT APPLICATION FOR RIVERSIDE PARK**

The Council discussed the match amount for the Riverside Park grant application. The Council agreed to commit to a 25% match of \$75,000 at this point and will consider increasing the match later, once the preliminary scores are released. It was noted that a greater match amount would score higher on the application.

In a motion by Hrydziuszko, with support from O’Gorman:

WHEREAS, the Village Council of the Village of Beverly Hills supports the submission of an application titled “Riverside Park Development” to the Michigan Natural Resources Trust Fund Grant Program for the development of Riverside Park (Parcel ID: 24-02-151-017), Village of Beverly Hills;

WHEREAS, the proposed application is supported by the Community’s 5-Year adopted Parks and Recreation Plan; and

WHEREAS, the Village of Beverly Hills is hereby acknowledging the financial commitment of \$75,000 to be used as the Village’s matching funds;

NOW THEREFORE, BE IT RESOLVED that the Village Council of the Village of Beverly Hills hereby authorizes submission of a MNRTF Grant Application for \$225,000 and further resolves to make available a local in the amount of \$75,000 (25%) of a total \$300,000 project cost, during the 2023-2024 fiscal year.

Roll Call Vote:  
Motion passed (6-0)

The Council discussed prioritizing the grant applications.

Motion by Hrydziuszko, second by O’Gorman, be it resolved, the Beverly Hills Village Council directs Administration to indicate that the Beverly Green development grant application is priority #1 and the Riverside Park development grant application is priority #2 when submitting the Michigan Natural Resource Trust Fund Grant applications this cycle.

Roll Call Vote:  
Motion passed (6-0)

**REVIEW AND CONSIDER THE PURCHASE OF NEW EQUIPMENT AND SURFACING FOR THE BEVERLY PARK PLAYGROUND**

Campbell gave an overview of the request. Over the past year, the Parks & Recreation Board has been planning for the replacement of the play structure at Beverly Park. They would also like to

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make the playground more accessible by installing a turf and engineered wood fiber surface. The current structure is over twenty years old. In 2020, Beverly Hills voters passed a dedicated park millage to help fund capital improvements throughout Village parks.

As discussed at the January 19, 2023 joint Parks/Council meeting, the Beverly Park playground replacement would include removal of the old equipment, installation of the new equipment, installation of new surfacing, and shipping. The playground presentation from the January 19<sup>th</sup> meeting is attached for reference.

At their February 16, 2023 meeting, the Parks & Recreation Board unanimously recommended that the Village Council approve the purchase of playground equipment and playground surface from Penchura/Landscape Structures through Sourcewell in an amount not to exceed \$660,000.00 to be installed at Beverly Park using funding from account 208-900-984 (Park Capital), pending financial review and recommendation from Administration.

Shortly thereafter, Administration was provided with finalized quotes from Penchura/Landscape Structures for the playground equipment and surfacing which totaled \$686,252.11. This includes a \$27,347.27 discount for using the cooperative purchasing group, Sourcewell.

A 50% deposit for the turf surface is due in advance. The remaining balance would be invoiced at the time of completion. Currently, there is \$300,000 budgeted for playground equipment. \$150k in FY23 and \$150k in FY24. The remainder of the project funding will require a transfer from the general fund in FY 2024.

There is about a 6-month lead time on equipment delivery and installation. The project is anticipated to be complete in fall of 2023.

A special thanks to the playground subcommittee members Sara Bresnahan, Matt Goodrich, and Janice Hausman for all of the time and work they put into this project.

Lance Shipman from Penchura/Landscape Structures was present to answer questions.

Kecskemeti asked about the timing for installation.

Shipman said it would take a full month for demolition, installation, and surfacing, once the equipment arrives. The turf installation would take an additional week. There is a six-month lead time on playground equipment. He said they do not have any control over labor scheduling.

Council was concerned about the installation interfering with the annual Halloween Hoot event in October. Shipman said the site would be contained and secured, so should not pose a problem during events. He said he will advocate on the Village's behalf.

Abboud asked about the warranty and who would be the point of contact. Shipman said he would be the point of contact and there would be an on-site supervisor overseeing the installation.

Shipman stated that the proposal showed an option for an additional \$7,000 worth of gravel in case it is needed for the base. He said it could be added on now and credited back if not used, or added on later if necessary.

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Hrydziuszko said this company has been used by Birmingham Public Schools and has received great reviews, noting that they are already in the community.

O’Gorman asked for a breakdown of the split surfacing. Shipman said the green on the renderings represented the turf and the tan represented the engineered chips. Shipman said it was split between two surfaces for budgetary reasons. Selecting all turf would have been more expensive.

O’Gorman asked about the life of the turf. Shipman said turf lasts 10-15 years in this region. He said the underlayment would last longer.

Kecskemeti asked about the material used to fill in the turf. Shipman explained the in-fill for playground turf is a little different than what is used for a football field. He said the playground will settle after a short period of time and the in-fill will not kick up.

Abboud suggested adding branding, the Village logo, or something indicating that the playground was established in 2023.

O’Gorman said he was initially shocked by the sticker price of the playground and surface. He acknowledged that the current playground is at the end of its life. He noted that new residents may consider parks and playgrounds when deciding where to move. He said that the Village being modern is important to him. He said he initially considered pushing back on the turf component because of the cost, but understands the accessibility benefits are important. He said there will be long term benefits of a new play structure. He said he supports the purchase, with a bit of reluctance due to the price.

George thanked the Parks & Recreation Board for their work on this project. A new playground has been a discussion item for a while. He said the equipment is becoming obsolete and a liability. He said it will be a very good enhancement to Beverly Park. He stated that it will get a lot of use and be more accessible to all.

The Council thanked Shipman for his work and for attending the meeting.

Motion by Kecskemeti, second by Hrydziuszko, be it resolved, the Beverly Hills Village Council authorizes the purchase of playground equipment and playground surface from Penchura/Landscape Structures through Sourcewell in an amount not to exceed \$687,000.00 to be installed at Beverly Park.

Roll Call Vote:  
Motion passed (6-0)

## **REVIEW AND CONSIDER COST PARTICIPATION AGREEMENT WITH THE ROAD COMMISSION FOR OAKLAND COUNTY AND THE CITY OF ROYAL OAK FOR THE ROUNDABOUT AT GREENFIELD AND BEVERLY ROADS**

Campbell provided an overview of the roundabout project at Greenfield and Beverly Roads. The Road Commission for Oakland County (RCOC) forwarded a cost participation agreement that was recently approved by the RCOC Board. The Agreement is between the RCOC and the Village of Beverly Hills. Please be advised that there are separate agreements with the City of Royal Oak

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and Oakland County. The Agreement approved by the RCOC Board was provided to Council for review and consideration.

Over the last several years, and more intensely in the last year, RCOC proposed to construct a roundabout at the Greenfield and Beverly Road/Normandy Road intersection. The project would be a joint project between RCOC, which maintains jurisdiction over Greenfield Road, and the municipalities of Beverly Hills and Royal Oak who share a border along Greenfield Road. In 2018, Village of Beverly Hills Council passed a resolution requesting the Road Commission work to develop plans and program funding, including tri-party funding, for an improvement project on Greenfield Road that will include traffic calming, accident reduction and non-motorized features. Further, around the same time, the City of Royal Oak made the same request of the RCOC.

Per the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation Federal Highway Association, the intersection does not meet the requirements to warrant a signal. Further, if a signal were to be placed at the intersection, certain geometric improvements would be required at the intersection. According to the RCOC, when you include those improvements, the cost between a signal and roundabout “are not drastically different.” The RCOC also notes the following facts about roundabouts from both federal and state studies:

General figures from federal (FHWA, IIHS) and state studies (MI, WI, MN, and PA) on roundabouts from 2001-2017:

- i. Severe and fatal crashes: 70 – 90% reduction
- ii. Total crashes: Results vary from slight increase to 50% decrease
- iii. Zero fatalities in the 25+ roundabouts in Oakland County.
- iv. One fatality in the 100+ roundabouts in Michigan (motorcycle; drunk).
- v. Zero pedestrian fatalities in Michigan

Roundabouts reduce speeds. As a result, accidents that occur are fender-benders, not a severe (life-changing or life-ending) crash.

The Cost Participation Agreement sets forth the costs for each entity involved in the Agreement. The total cost of the project is \$1,647,786. The RCOC is responsible for a contribution of \$823,894, 50% of the project cost. Royal Oak and Beverly Hills are each responsible for \$411,946. The Village of Beverly Hills is responsible for 25% of the total project cost.

Campbell provided a brief history of the Tri-Party Program and funding available to Beverly Hills and Royal Oak. All of the money to be contributed by Royal Oak and a portion of the money to come from Beverly Hills will come from Tri-Party Program funding. Tri-Party Program funding is source of funds that assists local governments improve RCOC roads bordering their jurisdictions. In the early 1970s, RCOC did not have adequate funding for gravel road maintenance. RCOC is not part of the county government, and it went to the Oakland County Board of Commissioners seeking additional funding. As a result, the Tri-Party Program was created. The program gave townships, which do not have jurisdiction over roads, money to spend on gravel road improvements and repairs. In the 1980s, the program was expanded to include county roads in cities and villages as well. Each year, the County Board of Commissioners sets the amount of money it wishes to allocate to the program. The county executive then places this amount in the county general government budget. This represents one-third of the program budget

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for the year. RCOC and the communities match this amount, representing their one-third shares for the year. Each city, village and township is given an “account” to use when selecting projects. The amount of money each city/village is allotted for projects is based on the miles of county roads and number of accidents on county roads. For every proposed project, the County Board, RCOC and that community each pay one-third of the total project cost.

For this project, there is \$217,576 available for Tri-Party Funding to the Village of Beverly Hills. From the years 2019 to 2023, there is \$147,988 (Beverly Hills is responsible for \$49,329) in Tri-Party funding available to the Village to put towards the roundabout project. For the years 2024 to 2026, there is \$69,588 (Beverly Hills is responsible for \$23,195) in Tri-Party funding available to the Village put towards this project. That means that Oakland County shall contribute \$72,526 in Tri-Party funds to this project, the RCOC will also contribute \$72,525, and Beverly Hills will contribute \$72,525 in Tri-Party funds that are available from 2019 to 2026.

Royal Oak’s tri-party funding through 2026 will cover their portion of the project. That means that Oakland County shall contribute \$137,316 in Tri-Party funds to this project, the RCOC will also contribute \$137,315, and Royal Oak will contribute \$137,315 in Tri-Party funds that are available through 2026. Those contributions come to \$411,946, Royal’s total cost for the project.

There is minimal difference between the costs to the City of Royal Oak and Village of Beverly Hills in regards to the project. While Royal Oak is getting new berms and turnarounds on its side of Greenfield, the Village’s berms will need to be moved to accommodate the new sidewalks that will be installed along Greenfield and Beverly Road. Further, under the tri-party program, each community is responsible for the entire project costs and not necessarily their itemized share. In addition to the share of Tri-Party funding the Village must provide (\$72,525), the Village would also need to contribute \$194,370 to meet its requirements under the cost sharing agreement. Thus, upon execution of this Agreement, the Village would owe the RCOC the following:

\$ 49,329 – The Village’s share of the available Tri-Party Funding from 2018-2023  
+  
\$ 194,370 – Initial contribution  
243,699.00 – Total due at signing of Agreement

Thereafter, in years 2024 through 2026, the Village of Beverly Hills would owe the following amounts to RCOC for the Tri-Party funding that will be available during those years:

\$7,732 – Due in 2024  
+  
\$7,732 – Due in 2025  
+  
\$7,732 – Due in 2026  
\$23,196 – Total of Tri-Party Funding owed by the Village from 2024 to 2026

The total amount the Village will contribute to the project is \$266,895. The Village of Beverly Hills’ actual contribution represents just over 16% of the project’s total cost. There is funding appropriated to this project in the amount of \$250,000 available in Account 203-499-989.25 for fiscal year 2023.

Campbell stated that the project is anticipated to begin in April and be finished before school starts in the fall.

Abboud asked if there would be any signage or landmarks in the center of the roundabout.

O’Gorman recalled that the design included a hump in the middle that would allow large trucks or emergency vehicles to drive over, should they not fully clear the turn, so it would not be a good idea to put anything in the center.

O’Gorman commented on previous conversations he had had with residents who expressed concern about traffic and speeding at this location. He explained the process by which the state police studies and changes speed limits, noting that it almost never results in a speed limit decrease. He said that a roundabout is one of the best options to calm traffic at this location and he is in support of this project.

George said that in 2018 the Beverly Hills Village Council and Royal Oak City Council asked the Road Commission what could be done to calm traffic at this location. He hopes that the roundabout will reduce speeds and make this spot safer.

Hrydziuszko asked if there was any consideration of paving the portion of the nearby road that is gravel. Campbell said that it would not be part of this project, but it can be considered in the future.

Kecskemeti clarified that the footprint of the roundabout is pretty small and that it will not infringe on Beverly Green.

Motion by O’Gorman, second by Hrydziuszko, be it resolved, the Beverly Hills Village Council authorizes the Village Manager to enter into the Cost Participation Agreement for the construction of the roundabout at Greenfield and Beverly Road. Funds are available in Account 203-499-989.25.

Roll Call Vote:  
Motion passed (6-0)

## **REVIEW AND CONSIDER APPROVAL OF FISCAL YEAR 22-23 BUDGET AMENDMENTS**

Campbell provided an overview of the proposed FY 2023 Village of Beverly Hills Budget Amendments.

In the General Fund there are revenue amendments for increased interest income of \$90,000, Oakland County Oakstem Grant of \$6,206, increased State Sales Tax-Constitutional revenue of \$150,000 and Opioids Settlement Distribution received of \$15,884. There are various expenditure adjustments including truing up salaries and benefits for FY23. The effect of the amendments is a net of revenue and expenditure increase of \$210,775.

In the Major Road fund there are revenue amendments for additional State Shared revenue of \$18,000, additional funds of \$44,956 for the Oakland County Local Road improvement program and \$30,000 for increased interest income. Other amendments adjust various expenditure line items to estimated actuals. Included is a \$50,000 expenditure decrease for the 14-mile asphalt project. This relates to final

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work estimated to be performed in FY24. The effect of the amendments is a net of revenue and expenditure increase of \$139,388 in Major Roads.

In the Local Road fund there is an amendment to adjust to a higher level of State Shared Revenue of \$5,000, additional funds of \$16,284 for the Oakland County Local Road improvement program and \$20,000 for increased interest income. Other amendments adjust various expenditure line items to estimated actuals. The effect of the amendments is a net of revenue and expenditure increase of \$72,603 in Local Roads.

In the Public Safety Fund there are amendments adjusting various revenue line items including additional interest income of \$157,000, sales of capital assets of \$17,280 and FEMA Grant money received of \$14,717. There are amendments totaling a net decrease in expenditures of \$20,265. The adjustments include truing up salaries and benefits to projected year end levels, adjusting capital vehicle purchases downward by \$50,000 (due to supply issues 2 detective cars will not be purchased in FY23) and other amendments reclassifying accounts. The effect of the amendments is a net of revenue and expenditure increase of \$219,717 in the Public Safety Fund.

In the Park Improvement fund there is an amendment to increase interest income by \$5,000. Expenditure amendments include \$22,500 for the Pavilion roof as approved by Council. The effect of the amendment is a net of revenue and expenditure decrease of \$17,500.

In the ARPA fund there are amendments reclassifying budgeted expenditures to comply with the Uniform Chart of Accounts. Interest income of \$150 has been removed since ARPA funds, upon recommendation of the Michigan Department of Treasury, are in a non-interest-bearing account.

These proposed FY2023 Budget Amendments have been reviewed by Administration and are recommended for approval.

George stated that there are budget amendments that occur every year. He asked if any of the amendments were out of the ordinary and Campbell said no.

Motion by Kecskemeti, second by Hrydziusko, be it resolved that the Village of Beverly Hills Council authorizes Village Administration to transfer or adjust monies reserved in the General, Major Roads, Local Roads, Public Safety, Park Improvement Fund and ARPA Fund as reflected in the March 17, 2023, memorandum from Finance Director, Sheila McCarthy.

Roll Call Vote:

Motion passed (6-0)

## **PUBLIC COMMENTS**

Bob Smith, Birwood, commented on the impact the roundabout construction would have on cut through traffic on Pierce. He requested additional patrol vehicles and more speed signage in the area.

## **MANAGER'S REPORT**

Chipping Services - There are still limbs throughout the Village. DPW will continue collecting and chipping branches through the end of the month. We have already chipped 300 yards of limbs and branches. The Administration appreciates your patience as we work to collect the large

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number of limbs and branches that fell during the storms. Please place any branches or limbs that need to be removed to the side of the curb as soon as possible. Please be advised that DPW cannot dispose of branches greater than 6 inches in diameter.

Update on Water Main Replacement - One of the Village's designated ARPA projects is the replacement of the water main along Marguerite and Hummel. The project began on Tuesday, March 14, 2023, and is progressing nicely. D'Angelo Brothers is completing work on schedule. As of today, March 16, they have installed over 800 feet of water main, two gate wells, and three fire hydrants. They have been very responsive to the needs of residents. Weather permitting, we are currently projecting this job to be completed by March 31, with final property restoration being completed in the Spring.

Safe Routes to School - On March 3, 2023, Safe Routes to School informed the Village it received a grant of \$1,320,000 in Safe Route to School Funding to connect sidewalks to ensure routes to Birmingham Public Schools and Our Lady Queen of Martyrs. The funding will be available in 2024. The next step in the process involves defining an implementation strategy for both the non-infrastructure and infrastructure components of your projects. Use of these federal transportation funds requires two distinct processes. The Village will engage in a kick-off meeting with Safe Routes to School and MDOT in early to mid-April of 2023.

Foreclosure Prevention - The Oakland County Treasurer's office is holding taxpayer assistance meetings. These meetings help taxpayers with keeping their properties by working with them to get on a repayment schedule and/or by identifying resources that may be beneficial to them and their situation. Attached is a letter from the Treasurer detailing this information and relevant contact numbers. Please be advised that the tax foreclosure deadline for the 2020 or prior year taxes is on March 31, 2023.

Yard Waste Collection - SOCRRA will begin collecting yard waste on April 3, 2023. Place compostable items in one of the following containers:

- Garbage can with a Recycle Beverly Hills or SOCRRA yard waste label
- Brown paper bag designed for yard waste disposal

If you wish to use the same can for trash, please cover the yard waste label. For more information on yard waste guidelines, please visit [https://www.villagebeverlyhills.com/community/refuse\\_and\\_recycling/yard\\_waste\\_guidelines.php](https://www.villagebeverlyhills.com/community/refuse_and_recycling/yard_waste_guidelines.php)

O'Gorman said there was an impressive amount of money coming in from the Safe Routes to School grant for sidewalks and thanked everyone who worked on that.

Kecskemeti spoke about discolored water in homes when work on the lines is being performed and said the practice is to let the water run until it is clear. She asked about the foreclosure process and list. Campbell commented about the County's foreclosure notification process, noting that residents would have received multiple notices.

White asked about the scheduled public meetings that DTE held. He noted that during construction, the detours provided by maps/GPS on one's phone may differ from the actual posted detour routes.

### **COUNCIL COMMENTS**

Kecskemeti thanked DPW for all of their work chipping branches from the storms. She said that the structure of a public hearing is unsatisfying since it is not a discussion. She would like to consider other formats, such as a Question and Answer session or a study session around big projects. She said there was a lot of discussion about parks and sidewalks. She noted that local governments have a lot of things to do simultaneously. She talked about quality of life items and what people look for when they are moving or looking for a home. She said enhancements and continued investments are important. She thanked everyone who attended the meeting.

Abboud stated that he was appointed to MML's Transportation Committee. He will be attending a SEMCOG meeting tomorrow. He said he was nominated for Chairperson for the Senior Advisory Committee. He attended the State of the County address last week. He noted that Next's membership is increasing. He congratulated Groves High School for winning a state championship. He said short term rentals must be regulated in the Village of Beverly Hills.

Hrydziuszko recapped the Parks & Recreation Board meeting that was held last week. She said that the Board went over the Sculptures in the Parks recommendations. The Memorial Day committee is looking for someone to lead the bike brigade for the parade. The annual Park Clean Up will be held on May 6, 2023 and they are looking for volunteers to help. She reported that according to Niche, Beverly Hills is the 5<sup>th</sup> best place to live in Michigan. She said that the street speed sign with radars that show one's speed work well. She said she is a huge supporter of temporary speed bumps to be placed on cut through streets or detours. She talked about the Safe Routes to School grant and commented on all the time and energy that went into it. She commended George for taking a suggestion from a resident to seek the grant and getting over a million dollars in grant funding.

George stated that there are new staff members in the Village that have a lot on their plate. He said that Public Service Director Johnston is a great asset. He said that the PASER rating and study needs to be updated. He hears residents' complaints about roads and said that concrete and asphalt work will be coming. Regarding Beverly Park, he said that maintenance is a function of Administration and that there are only so many hands to do the work. He was very glad to see the notice of the Safe Routes to School grant award. He said there was not a match for SRTS, but there is a match requirement for the TAP grant. He said there is about \$2.96 million in grant funding available for sidewalk infrastructure. He is excited to see how it plays out in the next year. He commented on the public hearing process and said he would like to give people information while keeping things moving. He is open to having a dialogue. He said that Parks & Recreation has done good work on the playground and sculptures in the parks.

### **CLOSED SESSION TO DISCUSS COLLECTIVE BARGAINING NEGOTIATIONS PURSUANT TO MCL 15.268(C)**

The following Resolution was offered by O'Gorman with support from Hrydziuszko:

WHEREAS, at the regular Village Council Meeting held on Tuesday, March 21, 2023, Village Council desires to go into closed session to discuss union negotiations with the Command Officers.



NOW, THEREFORE, BE IT RESOLVED that the Village of Beverly Hills hereby agrees to meet in Closed Session, as permitted by the Open Meeting Act MCL 15.268(c) at the Regular Meeting held on Tuesday, March 21, 2023, at 7:30 p.m. at the Village of Beverly Hills, 18500 W. Thirteen Mile Road, Beverly Hills, Michigan, 48025. The purpose of the Closed Session is to discuss collective bargaining negotiations with the Village Labor Attorney, Ms. Gouri Sashital.

Roll Call Vote:  
Motion passed (6-0)

The regular meeting recessed at 10:25 p.m.

The closed session meeting began at 10:32 p.m.

The regular meeting resumed at 11:12 p.m.

#### **ADJOURNMENT**

Motion by O’Gorman, second by Abboud, to adjourn the meeting at 11:14 p.m.

Motion passed.

**John George**  
**Council President**

**Kristin Rutkowski**  
**Village Clerk**



TO PRESIDENT GEORGE & MEMBERS OF THE VILLAGE COUNCIL. THE FOLLOWING IS A LIST OF  
EXPENDITURES FOR APPROVAL. ACCOUNTS PAYABLE RUN FROM 03/14/2023 THROUGH 03/27/2023.

ACCOUNT TOTALS:

101	GENERAL FUND	\$66,988.91
202	MAJOR ROAD FUND	\$16,386.83
203	LOCAL STREET FUND	\$30,191.54
205	PUBLIC SAFETY DEPARTMENT FUND	\$127,023.44
208	PARK IMPROVEMENT FUND	\$1,579.00
287	ARPA FUND	\$6,170.91
401	CAPITAL PROJECTS FUND	\$36,336.64
592	WATER/SEWER OPERATION FUND	\$215,728.76
701	TRUST & AGENCY FUND	\$203.50
730	RETIREE HEALTH CARE FUND	\$2,045.87
	<b>TOTAL</b>	<b><u>\$502,655.40</u></b>
	MANUAL CHECKS- COMERICA	\$0.00
	MANUAL CHECKS- INDEPENDENT	\$0.00
	ACCOUNTS PAYABLE	<b><u>\$502,655.40</u></b>
	<b>GRAND TOTAL</b>	<b><u><u>\$502,655.40</u></u></b>

03/27/2023 02:32 PM  
User: JAY  
DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
CHECK DATE FROM 03/14/2023 - 03/27/2023

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Check Date	Bank	Check	Vendor	Vendor Name	Amount
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03/27/2023	ARPA	11	08500	HUBBELL ROTH & CLARK INC	6,170.91
ARPA TOTALS:					
Total of 1 Checks:					6,170.91
Less 0 Void Checks:					0.00
Total of 1 Disbursements:					6,170.91
Bank COM COMERICA					
03/27/2023	COM	86773	53536	AERO FILTER, INC.	195.00
03/27/2023	COM	86774	60217	AMAZON CAPITAL SERVICES	278.60
03/27/2023	COM	86775	31164	APOLLO FIRE APPARATUS	175.72
03/27/2023	COM	86776	53284	APPLIED INNOVATION	14.74
03/27/2023	COM	86777	51802	ARROW OFFICE SUPPLY CO.	99.98
03/27/2023	COM	86778	51409	BEVERLY HILLS ACE	70.72
03/27/2023	COM	86779	30861	BLUE CARE NETWORK	42,862.58
03/27/2023	COM	86780	52071	BLUE CROSS BLUE SHIELD	34,167.09
03/27/2023	COM	86781	49980	C&G PUBLISHING	190.00
03/27/2023	COM	86782	60629	CAROUSEL ACRES, INC.	700.00
03/27/2023	COM	86783	58597	CATHY WHITE	203.50
03/27/2023	COM	86784	59347	CINTAS CORPORATION #31	54.74
03/27/2023	COM	86785	60775	CITY OF LATHRUP VILLAGE	500.00
03/27/2023	COM	86786	31925	COALITION OF PUBLIC SAFETY	17,627.74
03/27/2023	COM	86787	51439	COMCAST	141.85
03/27/2023	COM	86788	04500	COMEAU EQUIPMENT CO INC.	37,711.95
03/27/2023	COM	86789	50826	CONSUMERS ENERGY	2,667.93
03/27/2023	COM	86790	60779	CRYSTAL SCOTT	100.00
03/27/2023	COM	86791	58648	CTS-COMPANIES	476.00
03/27/2023	COM	86792	MISC	DARRYL RAYMOND CHAUVIN	800.00
03/27/2023	COM	86793	52025	DETROIT SALT COMPANY	2,803.20
03/27/2023	COM	86794	60776	DOTY & SONS CONCRETE PRODUCTS, INC	1,579.00
03/27/2023	COM	86795	59819	DRIVEN CREATIVE SUPPLY CO.	475.00
03/27/2023	COM	86796	60611	GEI CONSULTANTS, INC.	6,060.00
03/27/2023	COM	86797	60206	GREAT LAKES WATER AUTHORITY	1,005.98
03/27/2023	COM	86798	53583	GUARDIAN	7,301.79
03/27/2023	COM	86799	31202	HOME DEPOT CREDIT SERVICES	20.07
03/27/2023	COM	86800	08500	HUBBELL ROTH & CLARK INC	8,010.34
03/27/2023	COM	86801	60750	HURON VALLEY GUNS	3,592.93
03/27/2023	COM	86802	60750	HURON VALLEY GUNS	2,939.88
03/27/2023	COM	86803	60750	HURON VALLEY GUNS	524.95
03/27/2023	COM	86804	59839	J.C. EHRLICH	57.63
03/27/2023	COM	86805	39070	J.H. HART URBAN FORESTRY	2,030.00
03/27/2023	COM	86806	MISC	JANICE MORSE DESIGNS UNLIMITED	400.00
03/27/2023	COM	86807	33083	JAX KAR WASH	629.16
03/27/2023	COM	86808	59582	JOHNSON THERMOL-TEMP INC.	450.25
03/27/2023	COM	86809	MISC	KEARNS BROTHERS	300.00
03/27/2023	COM	86810	09300	KELLER THOMA	175.00
03/27/2023	COM	86811	60620	MACQUEEN EMERGENCY	1,521.70
03/27/2023	COM	86812	60778	MARK CHATTERLY	100.00
03/27/2023	COM	86813	60777	MATT ZIEGELE	141.41
03/27/2023	COM	86814	60774	METRO DETROIT INTEGRATED SYSTEMS	29,969.62
03/27/2023	COM	86815	51408	MICRO CENTER A/R	257.98
03/27/2023	COM	86816	59330	MIKE SAVOIE CHEVROLET	1,018.41
03/27/2023	COM	86817	59735	OAKLAND COMMUNITY COLLEGE/CREST	250.00
03/27/2023	COM	86818	50830	OAKLAND COUNTY TREASURER'S	212,627.01
03/27/2023	COM	86819	MISC	PELLA WINDOWS & DOORS INC	400.00
03/27/2023	COM	86820	60713	PITNEY BOWES BANK PURCHASE POWER	135.66
03/27/2023	COM	86821	60544	PM TECHNOLOGIES	36,336.64
03/27/2023	COM	86822	MISC	R GRAHAM CONSTRUCTION LLC	200.00
03/27/2023	COM	86823	16100	ROAD COMMISSION FOR OAKLAND	1,817.13
03/27/2023	COM	86824	16500	S.O.C.R.R.A.	32,629.00
03/27/2023	COM	86825	60780	USA BLUE BOOK	43.54
03/27/2023	COM	86826	51545	VAN METER & ASSOCIATES INC.	170.00
03/27/2023	COM	86827	38205	VERIZON WIRELESS MESSAGING	470.50
03/27/2023	COM	86828	MISC	WINDOW PRO HOLDINGS LLC	300.00
03/27/2023	COM	86829	53572	WOW! BUSINESS	572.57
03/27/2023	COM	86830	20900	ZIP ETC INC	130.00
03/27/2023	COM	86831	60750	HURON VALLEY GUNS	2,939.88
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COM TOTALS:					
Total of 60 Checks:					502,364.25
Less 2 Void Checks:					5,879.76
Total of 58 Disbursements:					496,484.49

03/27/2023 02:32 PM  
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DB: Beverly Hills

CHECK REGISTER FOR VILLAGE OF BEVERLY HILLS  
CHECK DATE FROM 03/14/2023 - 03/27/2023

Page: 2/2

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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REPORT TOTALS:

Total of 61 Checks:	508,535.16
Less 2 Void Checks:	5,879.76
Total of 59 Disbursements:	502,655.40



**To: Honorable Village President George & Village Council Members**

**From: Mark Stec, Planning & Zoning Administrator**

**Date: 3/31/23**

**RE: PC Case 23-03-02\_Site Plan Review\_31215 Southfield Road**

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The Planning Office has received the attached site plans for improvements to the building and exterior site amenities to the shopping complex located to the north of Market Fresh and the pharmacy building at the northwest corner of 13 Mile and Southfield Road. These plans are being provided to you for consideration of referral to the Planning Commission for review and recommendation to council. The applicant is John Karmo of Market Fresh Properties, LLC, who also owns the Market Fresh and pharmacy buildings.

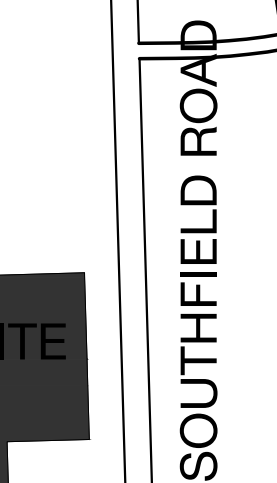
This property is located within the Village Center Overlay District. The underlying zoning district is B-Business. The proposed new plans and improvements are for the northern portion of the shopping center not including the Market Fresh Grocery store and pharmacy. The existing floor area of the portion of the shopping center subject to these plans is 20,430 square feet. The proposed 3,594 square-foot single story addition to the north end of the center is approximately 18% of the existing floor area of the building. Per the Village Center Overlay District standards, building additions representing a floor area increase of greater than 10% but equal to or less than 25% of the gross floor area are considered to be minor expansions and are permitted subject to the site layout requirements for the underlying zoning. Therefore, at an 18% increase to the gross floor area, this project may be processed as a standard site plan subject to the provisions of the B-Business zoning district.

The proposed plans also include facade improvements to make the complex more architecturally harmonious with the Market Fresh Building, reconfiguration of the parking lot to improve the internal circulation on the subject site as well as the cross-flow of traffic with the Market Fresh site, new lighting, landscape improvements, the removal of the existing non-conforming sign and bollards, new dumpster enclosures at the rear of the building, and removal and reconstruction of the existing Southfield Road approaches.

#### **Suggested Motion**

Village Council refers plans submitted by John Karmo of Market Square Properties, LCC for site improvements to the property located at 31215 Southfield Road to the Planning Commission for review and recommendation on the preliminary plan.

A  
—  
B  
—  
C  
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D  
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E  
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F  
—  
G  
—  
H



Not To Scale

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10



**B**

C

D

E

F

G

H



SOUTHFIELD ROAD  
R.C.O.C. (126' R.O.W.)

EXISTING PARKING SPACES	78
REQUIRED PARKING SPACES	92
DIFFERENCE	<14



430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515

SarokiArchitecture.com

**Project:**  
Market Fresh Shopping  
Center  
31225 Southfield Road,  
Beverly Hills, MI 48025

**Date:**      **Issued For:**

2023-03-10 SITE PLAN APPROVAL

Sheet No.:

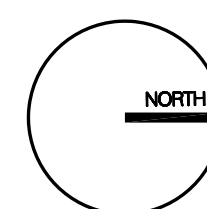
XA050

## EXISTING SITE PLAN

H5  
XA050

# Existing Site Plan

SCALE: 1" = 30'



1	2	3	4	5	6	7	8	9	10
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A

B

C

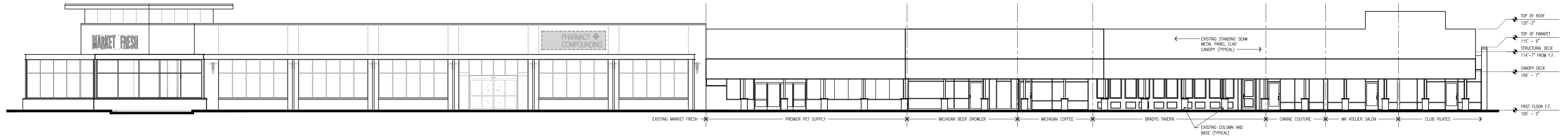
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E

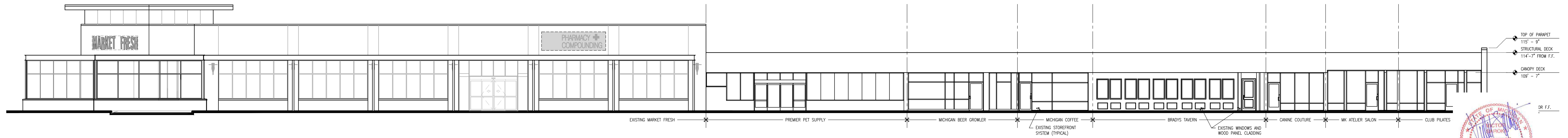
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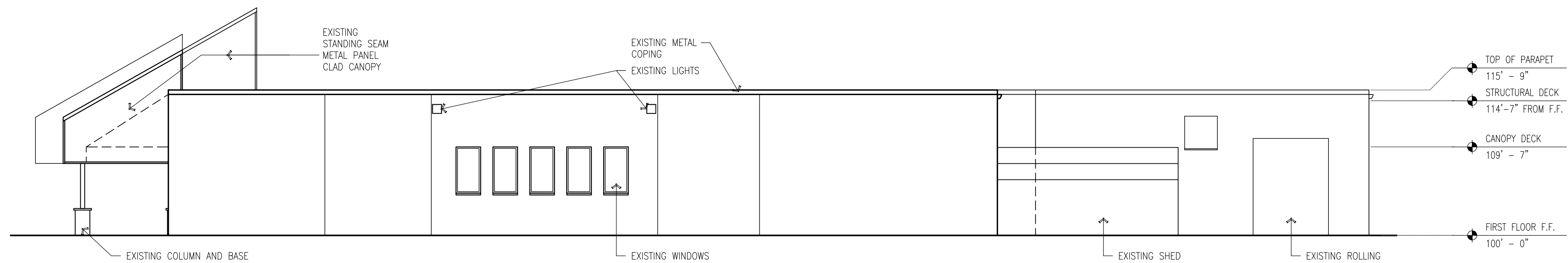
H



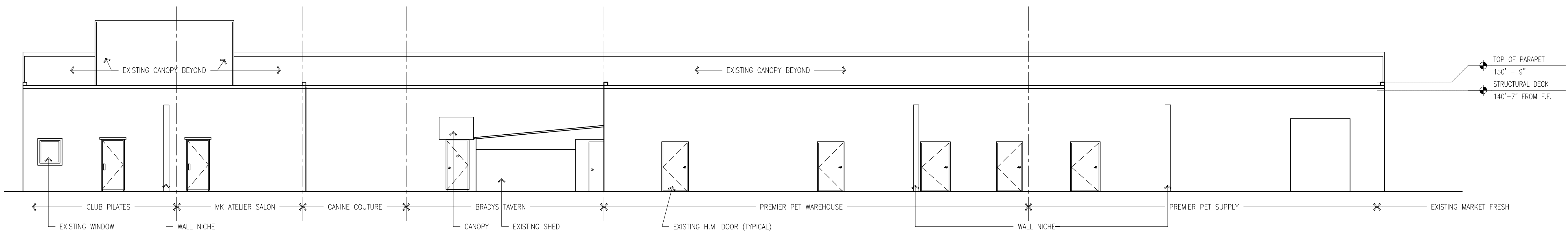
C6 Existing East Elevation  
SCALE: Not to Scale



E6 Existing East Elevation - No Canopy Shown  
SCALE: Not to Scale



F6 Existing North Elevation  
SCALE: 1/8" = 1'-0"



H6 Existing West Elevation  
SCALE: 1/8" = 1'-0"

**SAROKI**  
ARCHITECTURE

430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009

P. 248.258.5707  
F. 248.258.5515

SarokiArchitecture.com

**Project:**  
Market Fresh Shopping  
Center  
31225 Southfield Road,  
Beverly Hills, MI 48025

**Date:** Issued For:

2023-03-10 SITE PLAN APPROVAL

**Sheet No.:**

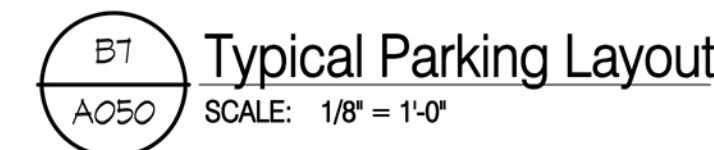
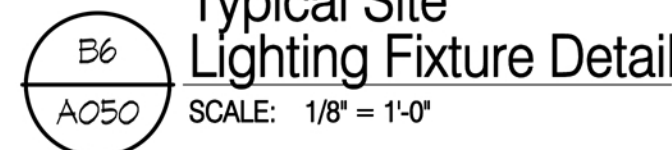
**XA200**

EXISTING ELEVATIONS



**\*GENERAL NOTES\***

1. IF BUILDING ILLUMINATION IS PROVIDED, IT SHALL BE MOUNTED TO PROPOSED LIGHT POLES, ON A SEPARATE TIMER TO REGULATE THE HOURS OF ILLUMINATION.
2. PLANS WILL COMPLY WITH ALL ENGINEERING DEPARTMENT REQUIREMENTS.



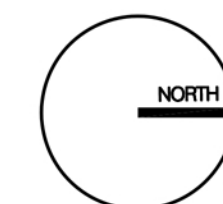
MARKET FRESH SHOPPING CENTER				
TOTAL GROSS SQUARE FEET		20,430 s.f. + 3,594 s.f. = 24,024 s.f.		
PARKING REQUIREMENTS				
STORE NAME	LAND USE CATEGORY	TOTAL AREA (S.F.)	USABLE FLOOR AREA (75%)	REQUIRED PARKING SPACES
PREMIER PET SUPPLY	RETAIL <25,000 S.F.	10530	7898	32.0
MICHIGAN BEER	RETAIL <25,000 S.F.	1320	990	4.0
MICHIGAN COFFEE	RETAIL <25,000 S.F.	992	744	3.0
CANINE COUTURE	VETERINARY REL.	605	454	4.0
MK ATELIER	BEAUTY PARLOR	1657	1243	5.0
CLUB PILATES	AEROBICS CLUB	1967	1475	8.0
BRADY'S TAVERN	RESTAURANT	3537	2653	38.0
BUILDING ADDITION	RETAIL <25,000 S.F.	1692	1269	5.0
BUILDING ADDITION	RETAIL <25,000 S.F.	1902	1427	6.0
			TOTAL REQUIRED PARK. SPACES	105

A circular professional seal for the State of Michigan. The outer ring contains the text "STATE OF MICHIGAN" at the top and "LICENSED ARCHITECT" at the bottom, separated by two stars on each side. The center of the seal contains the name "VICTOR SAROK" and the word "ARCHITECT" below it. At the bottom center, the license number "No. 30354" is printed. The seal is stamped in red ink and has several blue ink scribbles over it.

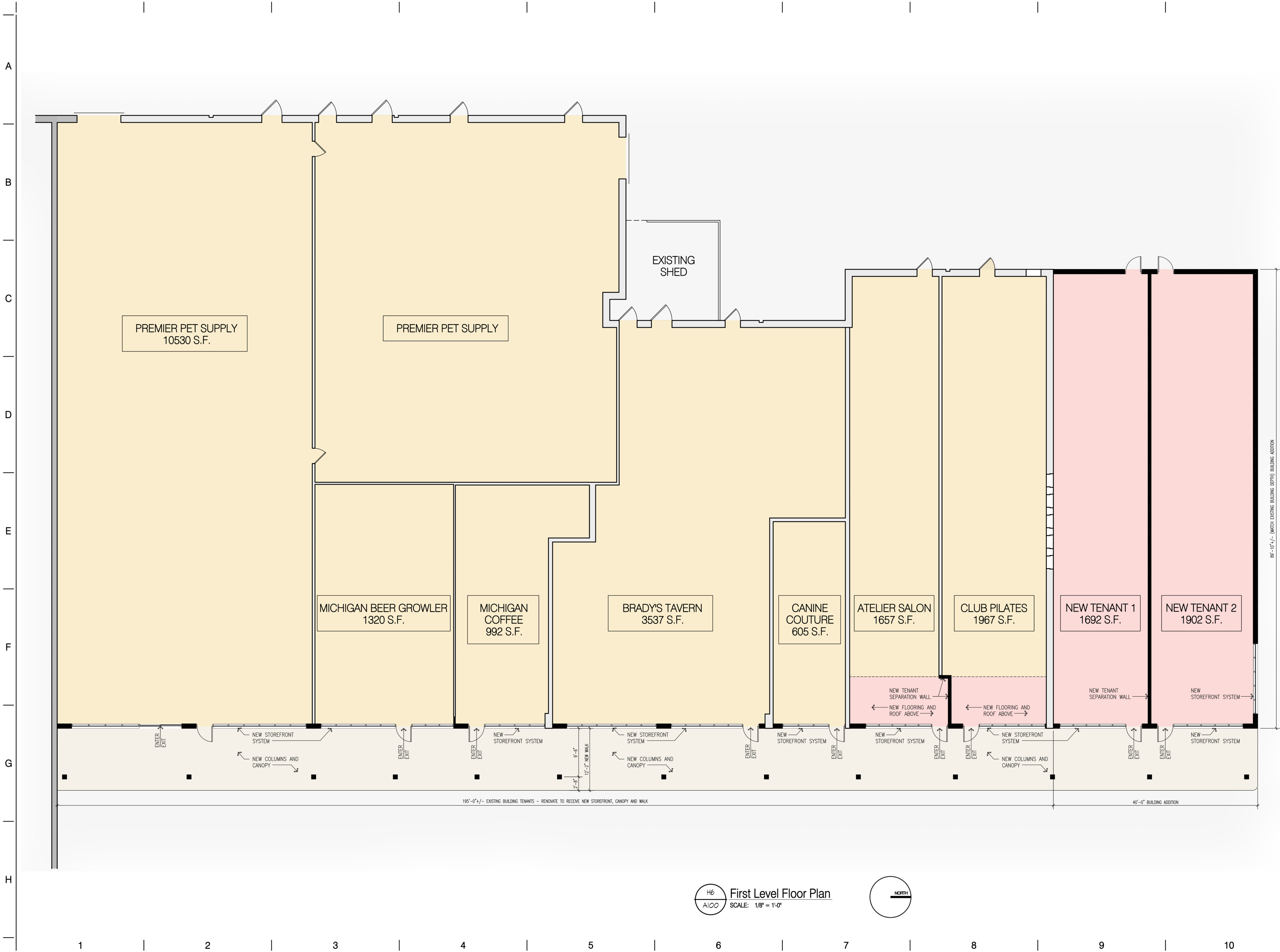
**Project:**  
Market Fresh Shopping  
Center  
31225 Southfield Road,  
Beverly Hills, MI 48025

**Date:**            **Issued For:**  
2023-03-10    SITE PLAN APPROVAL

Site Plan with New  
Parking and Building Addition







**SAROKI**  
ARCHITECTURE

430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
F. 248.258.5515

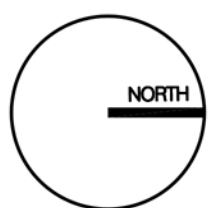
SarokiArchitecture.com

**Project:**  
Market Fresh Shopping  
Center  
31225 Southfield Road,  
Beverly Hills, MI 48025

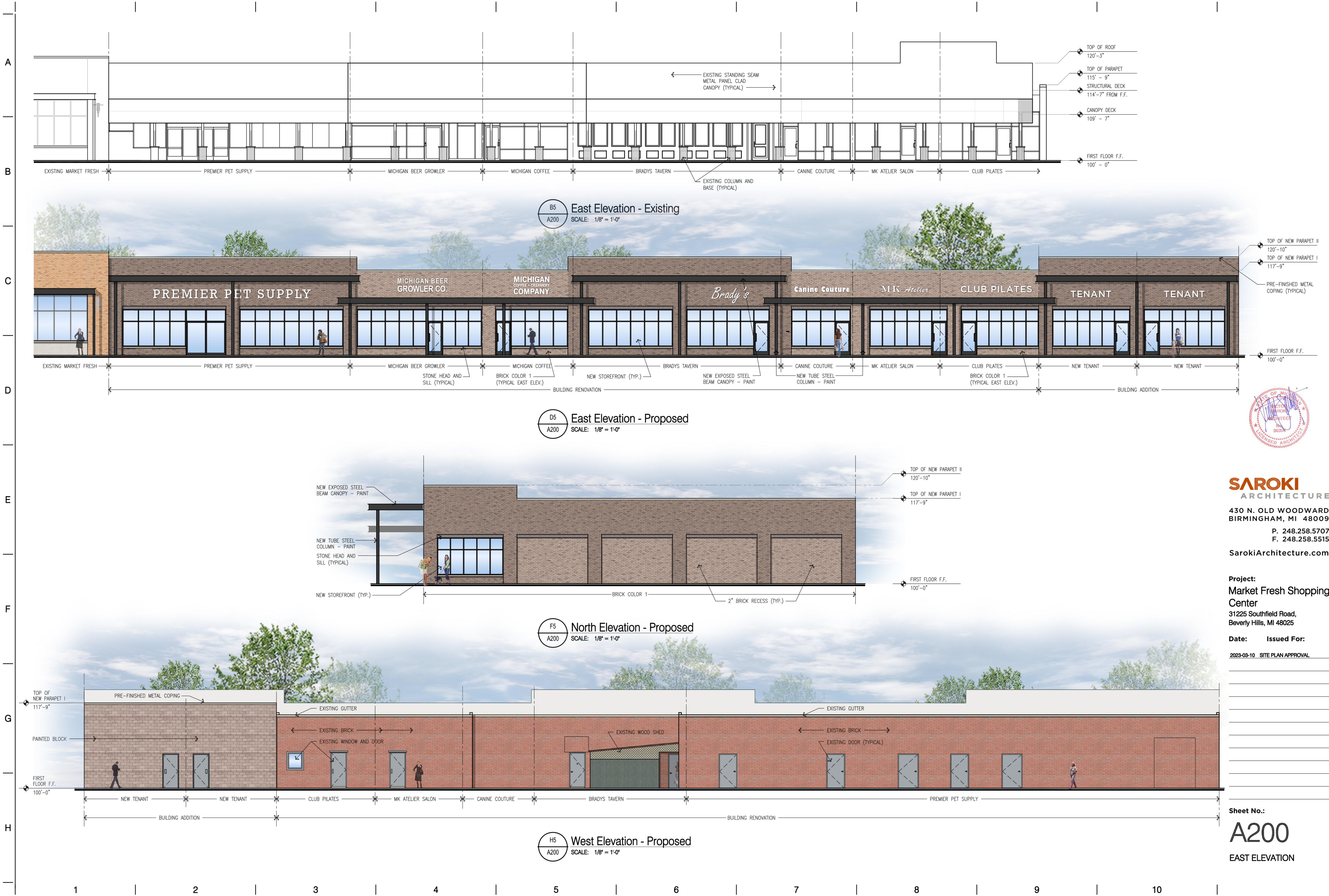
**Date:** 2023-03-10 **Issued For:** SITE PLAN APPROVAL


**Sheet No.:**  
**A100**  
FIRST LEVEL FLOOR PLAN

**First Level Floor Plan**  
SCALE: 1/8" = 1'-0"







**SAROKI**  
ARCHITECTURE  
430 N. OLD WOODWARD  
BIRMINGHAM, MI 48009  
P. 248.258.5707  
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**Project:**  
Market Fresh Shopping  
Center  
31225 Southfield Road,  
Beverly Hills, MI 48025  
**Date:** 2023-03-10 **Issued For:** SITE PLAN APPROVAL

**Sheet No.:**  
**A200**  
EAST ELEVATION



**B**

C

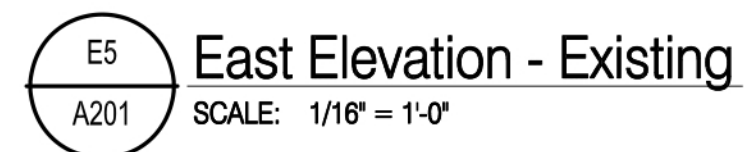
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E

F

G

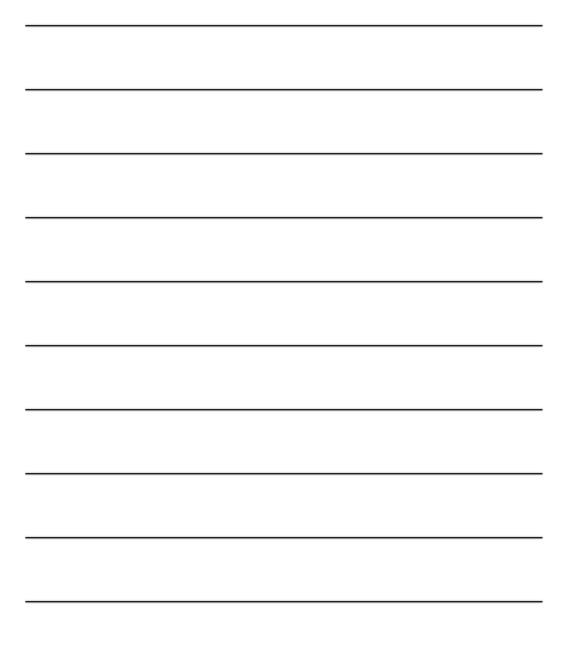
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SarokiArchitecture.com

**Date:**      **Issued For:**

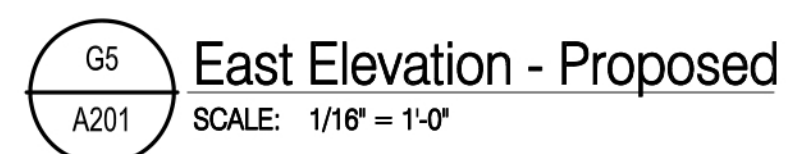
2023-03-10 SITE PLAN APPROVAL



Sheet No.:

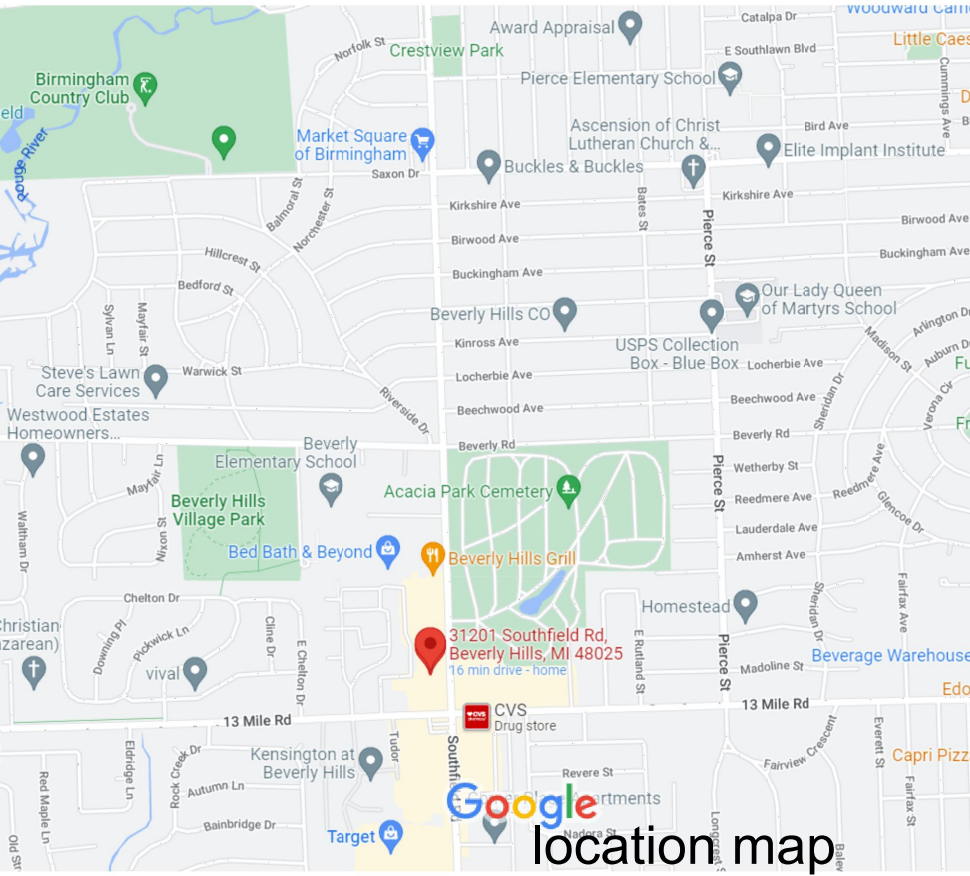
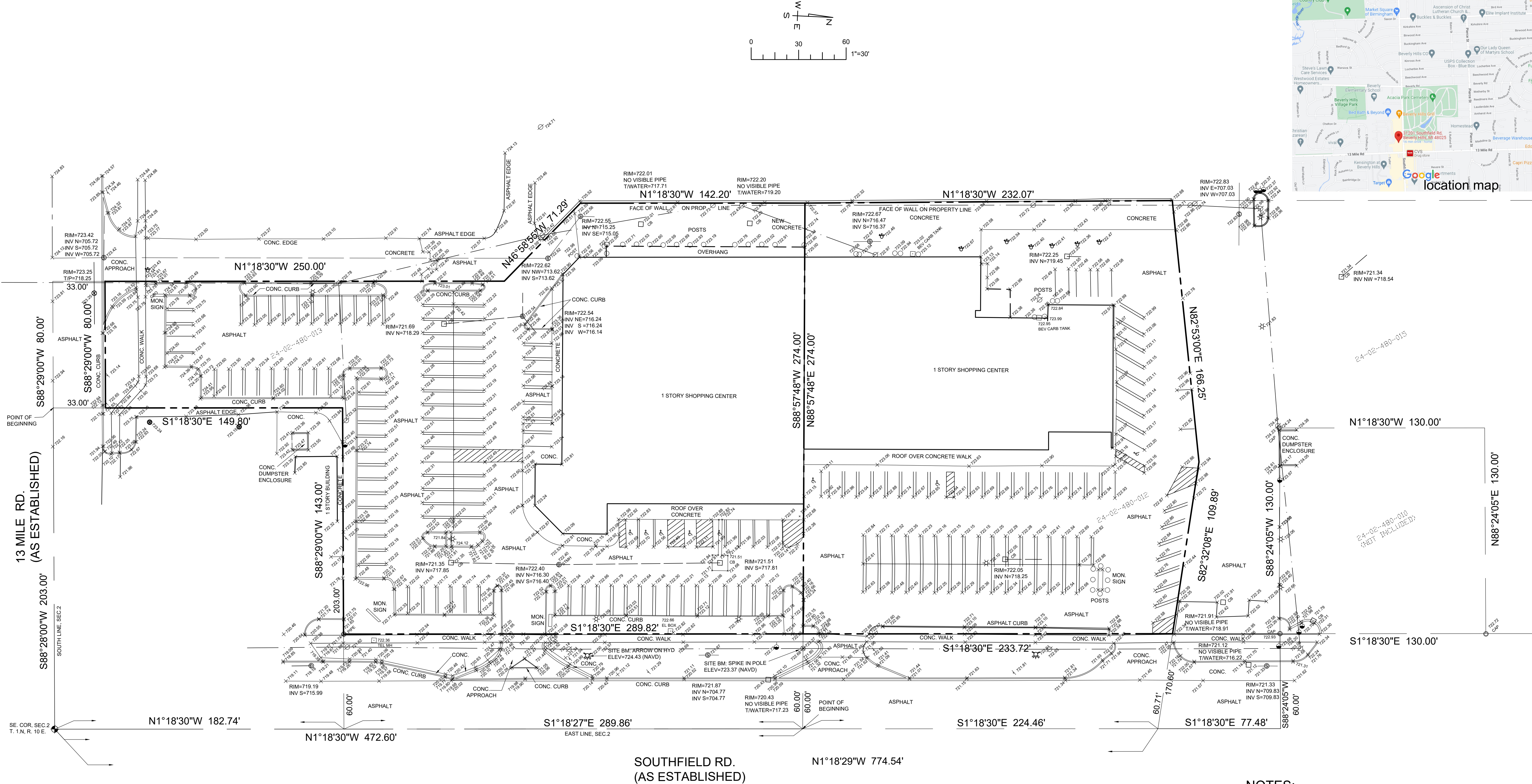
A201

### ELEVATIONS COMPARISON



1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----





- LEGEND
- MONITORING WELL
  - WATER SHUT OFF
  - FIRE HYDRANT
  - STORM SEWER MANHOLE
  - SANITARY SEWER MANHOLE
  - LIGHT POLE
  - UTILITY POLE
  - GUY ANCHOR
  - PROPERTY CORNER (IRON, CAP, ETC.)
  - OVERHEAD WIRE(S)
  - EXIST'G SPOT ELEVATION

#### LEGAL DESCRIPTIONS (PER TAX RECORDS)

PIN: 2402480013  
T1N, R10E, SEC 2 PART OF SE 1/4 BEG AT PT DIST S 88-29-00 W 203 FT FROM SE SEC COR, TH S 88-29-00 W 80 FT, TH N 01-18-30 W 283 FT, TH N 46-58-55 W 71.29 FT, TH N 01-18-30 W 142.40 FT, TH N 88-57-48 E 334 FT, TH S 01-18-30 E 289.60 FT, TH S 88-29-00 W 203 FT, TH S 01-18-30 E 183 FT TO BEG EXC E 60 FT IN HWY, ALSO EXC S 33 FT IN HWY 2.12 A

PIN: 2402480012  
T1N, R10E, SEC 2 PART OF SE 1/4 BEG AT PT DIST N 01-18-30 W 472.60 FT FROM SE SEC COR, TH S 88-57-48 W 334 FT, TH N 01-18-30 W 232.07 FT, TH N 82-53-00 E 166.25 FT, TH S 82-32-08 E 170.60 FT, TH S 01-18-30 E 224.46 FT TO BEG EXC E 60 FT IN HWY 1.82 A

**NOTES:**  
SINCE NO TITLEWORK HAS BEEN RECEIVED, ANY EASEMENTS THAT MIGHT EXIST ARE NOT PLOTTED.

UNDERGROUND UTILITY INFORMATION HAS BEEN REQUESTED AND A REVISED SURVEY WITH SAID INFORMATION WILL BE ISSUED UPON OUR RECEIPT.

WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE HEREON DESCRIBED SITE AND THAT ALL MEASUREMENTS AS SHOWN ON THE PLAN ARE CORRECT, AND THAT THERE ARE NO ENCROACHMENTS, UNLESS OTHERWISE SHOWN.



MASON BROWNS ASSOCIATES, LLC CIVIL ENGINEERS & SURVEYORS 2708 BRIDLE ROAD BLOOMFIELD HILLS, MICHIGAN 48304 (248) 225-9789 mason_brown@sbglobal.net			
MARKET SQUARE SHOPPING CENTER PLAN OF EXISTING CONDITIONS			
J & D KARMO REAL ESTATE, LLC			
30201 SOUTHFIELD ROAD BEVERLY HILLS, MI 48205 30201 SOUTHFIELD RD.			
REVISIONS:	DESIGN: --	DRAWN: mb	CHECKED: mb
SCALE:	22-036.DWG	FIELD OK: net	
1"=30'			
DATE:	07-26-2022		
JOB NO.	22-036		
SHEET	1		



PAVING LEGEND

PROPOSED CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

LEGEND

MANHOLE

HYDRANT

MANHOLE

UTILITY POLE

C.O.

HYDRANT

INLET

GUY POLE

GATE VALVE

CATCH BASIN

CATCH BASIN

MANHOLE

GUY WIRE

MANHOLE

GATE VALVE

C.B.

MANHOLE

EXISTING SANITARY SEWER

SAN. CLEAN OUT

EXISTING WATERMAIN

EXISTING STORM SEWER

EX. R. Y. CATCH BASIN

EXISTING BURIED CABLES

OVERHEAD LINES

LIGHT POLE

SIGN

EXISTING GAS MAIN

PR. SANITARY SEWER

PR. WATER MAIN

PR. STORM SEWER

PR. R. Y. CATCH BASIN

PROPOSED LIGHT POLE

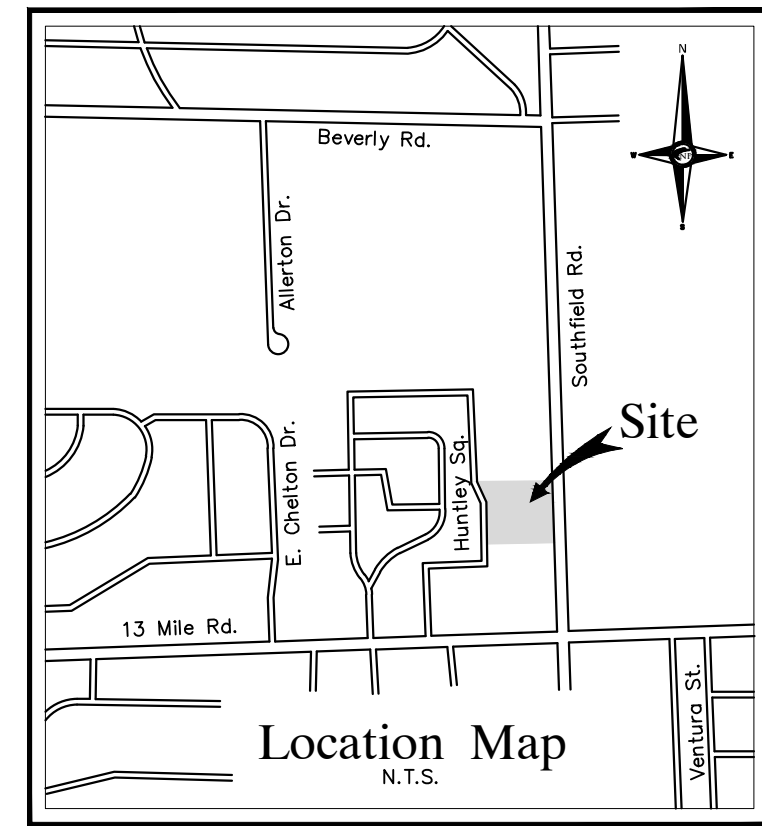
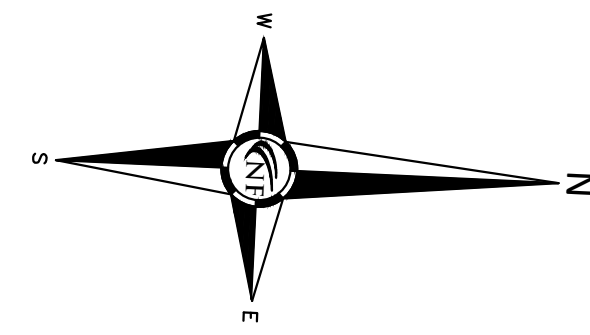
**SITE DATA**  
ZONED: B (BUSINESS DISTRICT)  
SITE AREA: 65,845 S.F. OR 1.51 ACRES  
MAX. BUILDING HEIGHT ALLOWED: 2 STORIES OR 30 FEET

SETBACKS	REQUIRED	PROVIDED
FRONT (SOUTH):	35'	116.2'
SIDE (WEST):	S.P.A.	0.0'
SIDE (EAST):	S.P.A.	4.0'
REAR (NORTH):	20'	34.2'

PROPOSED BUILDING AREA: 24,200 S.F. RETAIL

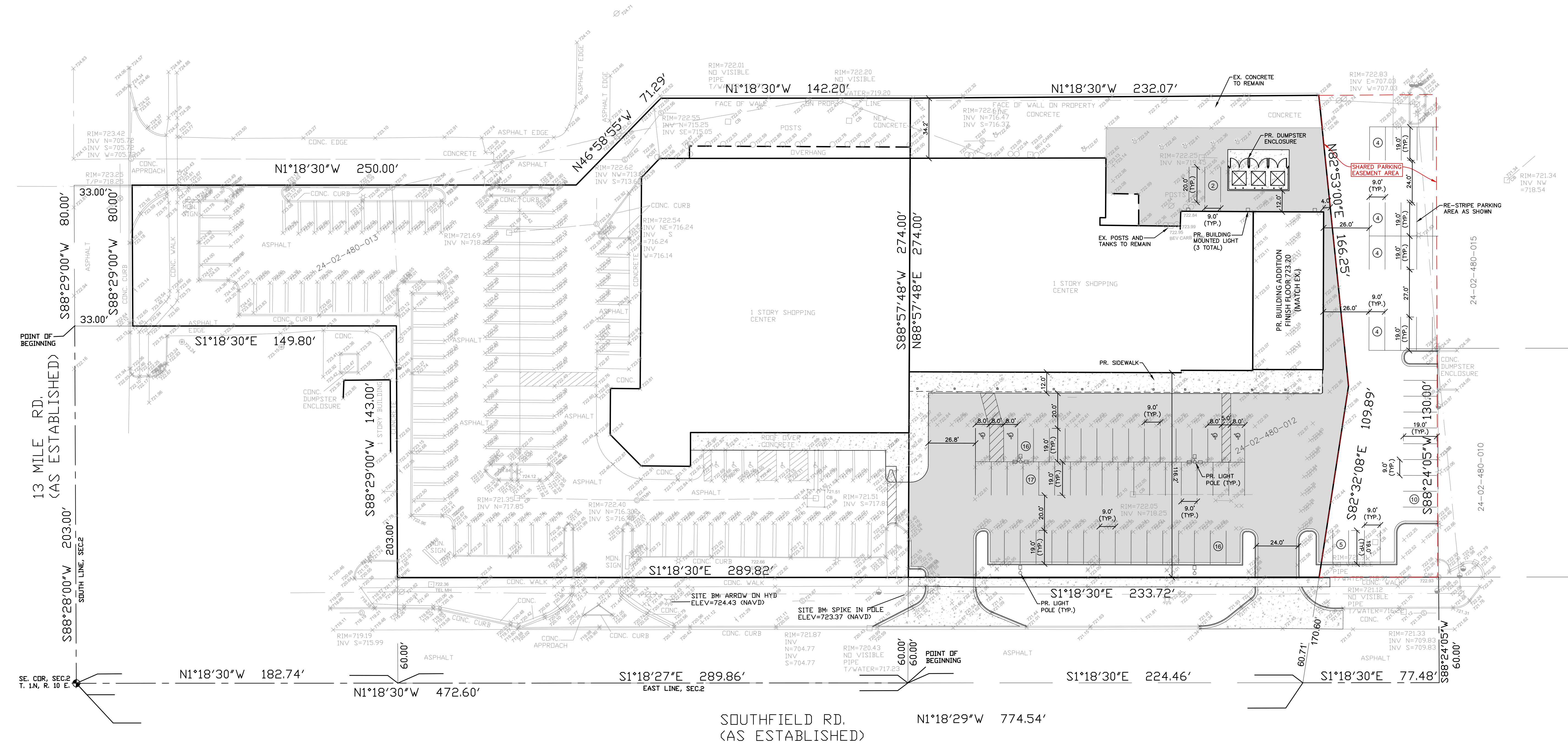
PARKING REQUIRED:  
RETAIL (UP TO 25,000 S.F.):  
1 SPACE PER 250 S.F. USABLE FLOOR AREA  
24,200 S.F. ÷ 0.80 = 19,360 S.F. USABLE FLOOR AREA  
19,360 S.F. / 250 S.F. = 78 SPACES

PARKING PROVIDED: 82 SPACES  
INCLUDING 4 BARRIER-FREE SPACES (2 VAN ACCESSIBLE)  
INCLUDING 31 SPACES WITHIN SHARED PARKING EASEMENT

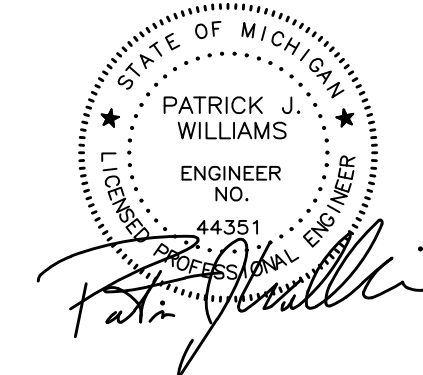


**NF ENGINEERS**  
CIVIL ENGINEERS  
LAND SURVEYORS  
LAND PLANNERS

NOWAK & FRAUS ENGINEERS  
46777 WOODWARD AVE.  
PONTIAC, MI 48342-5032  
TEL (248) 332-7931  
FAX (248) 332-8257  
WWW.NFE-ENGR.COM



SEAL



PROJECT  
Market Fresh Shopping Center  
31212 Southfield Rd.  
Beverly Hills, MI

CLIENT  
Market Square  
1964 Southfield Rd.  
Birmingham, MI 48009

Contact: Johnny Karmo  
Ph: (248) 334-4570

PROJECT LOCATION  
Part of the Southeast ¼  
of Section 2  
T. 1 North, R. 10 East  
City of Beverly Hills,  
Oakland County, Michigan

SHEET  
General Site Plan



DATE ISSUED/REVISED  
03-10-2023 SPA SUBMITTAL

DRAWN BY:  
A. Eizember

DESIGNED BY:  
A. Eizember

APPROVED BY:  
P. Williams

DATE:  
March 10, 2023

SCALE: 1" = 30'

NFE JOB NO. SHEET NO.  
N480 SP-2



PAVING LEGEND

PROPOSED CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

LEGEND

MANHOLE

EXISTING SANITARY SEWER

HYDRANT

SAN. CLEAN OUT

MANHOLE CATCH BASIN

EXISTING WATERMAIN

EXISTING STORM SEWER

EX. R. Y. CATCH BASIN

UTILITY POLE

EXISTING BURIED CABLES

GUY POLE

OVERHEAD LINES

GUY WIRE

LIGHT POLE

SIGN

EXISTING GAS MAIN

C.O. MANHOLE

PR. SANITARY SEWER

HYDRANT

PR. WATER MAIN

INLET

PR. STORM SEWER

C.B. MANHOLE

PR. R. Y. CATCH BASIN

PROPOSED LIGHT POLE

TC 600.00

PR. TOP OF CURB ELEVATION

GU 600.00

PR. GUTTER ELEVATION

TW 600.00

PR. TOP OF WALK ELEVATION

TP 600.00

PR. TOP OF PWMT. ELEVATION

FG 600.00

FINISH GRADE ELEVATION

**GENERAL PAVING NOTES**

PAVEMENT SHALL BE OF THE TYPE, THICKNESS AND CROSS SECTION AS INDICATED ON THE PLANS AND AS FOLLOWS:

CONCRETE: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED) WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1 1/2 TO 3 INCHES.

ASPHALT: BASE COURSE - MDOT BITUMINOUS MIXTURE HMA 4E ML; SURFACE COURSE - MDOT BITUMINOUS MIXTURE HMA 5E ML; BOND COAT - MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD

PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.

ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.

ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.

ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION.

ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.

ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.

CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.

FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.

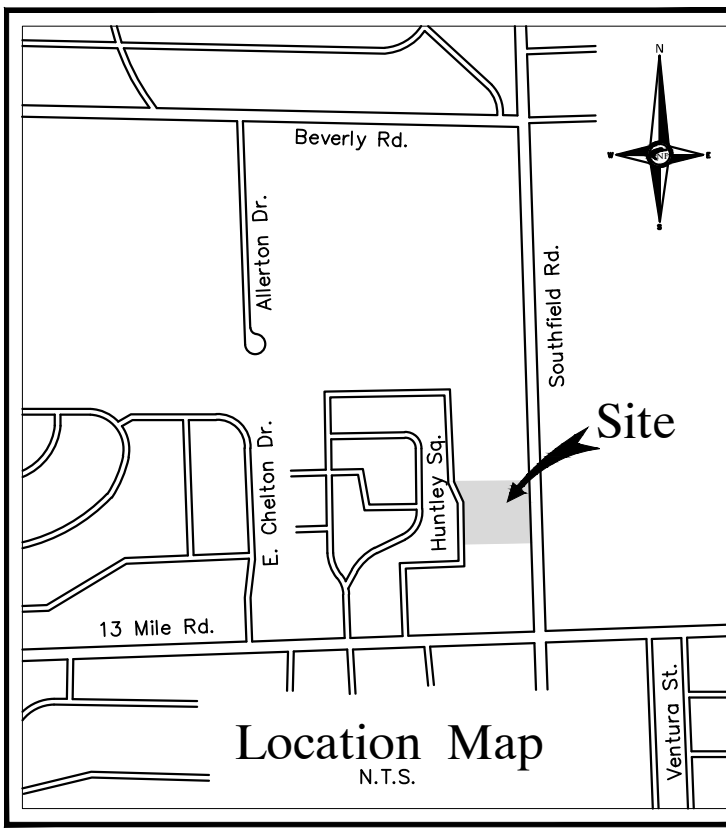
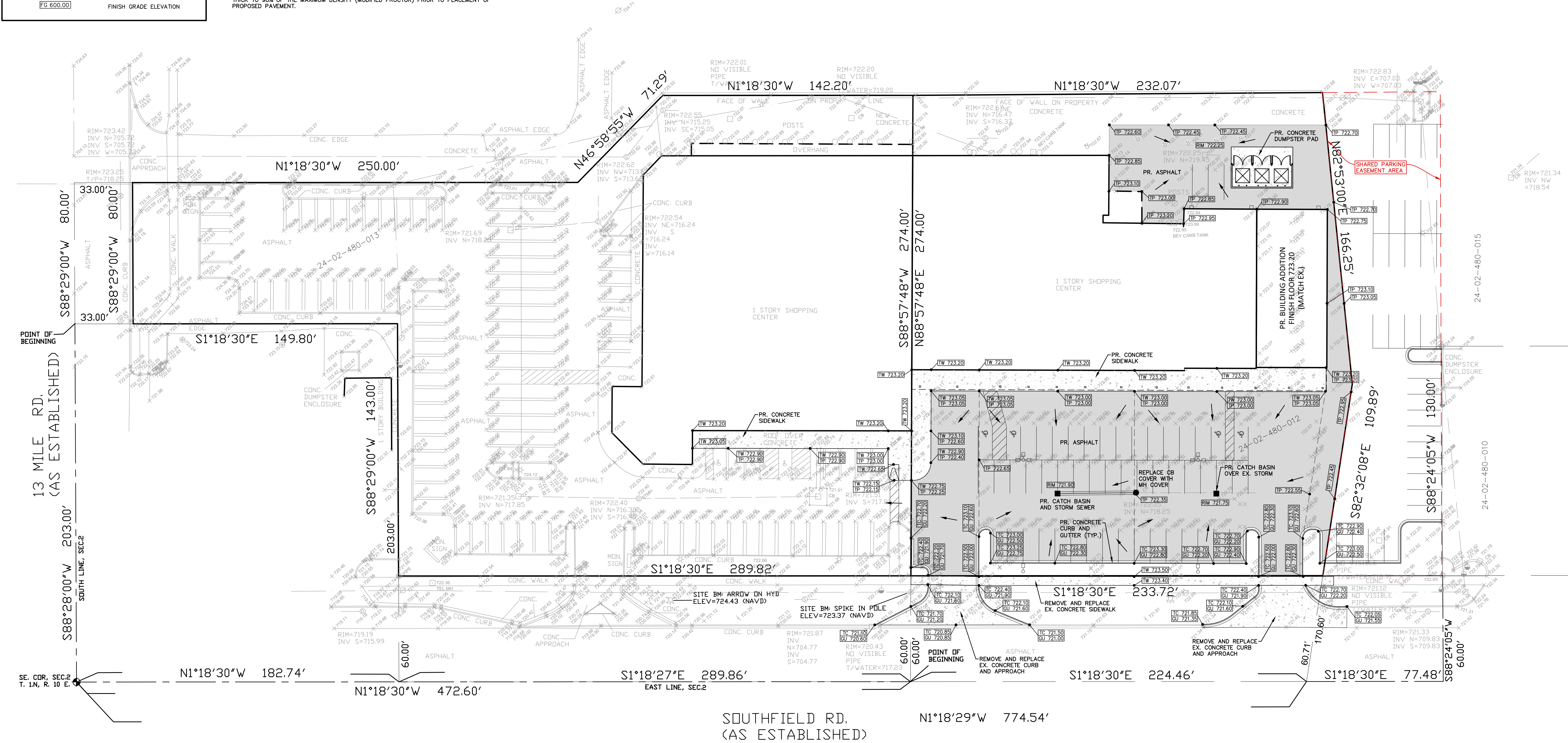
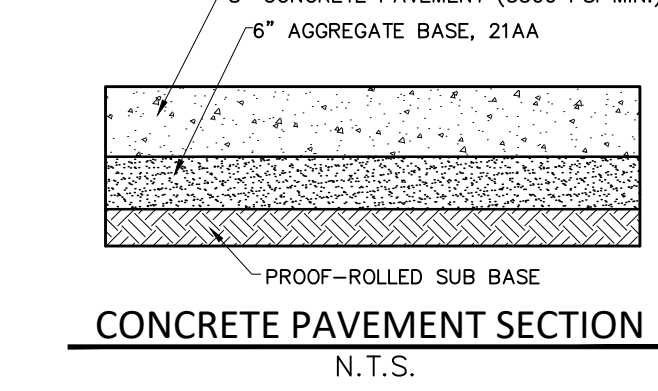
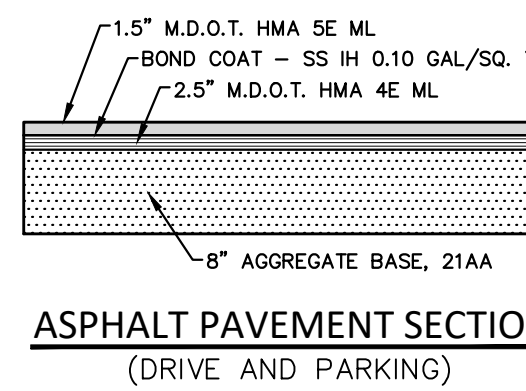
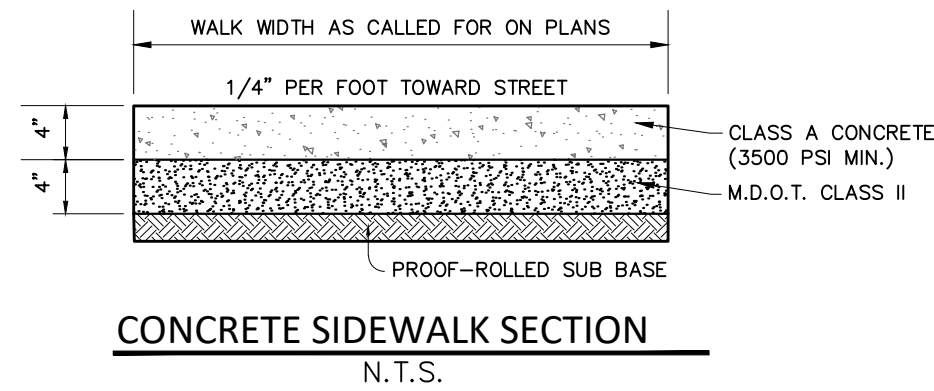
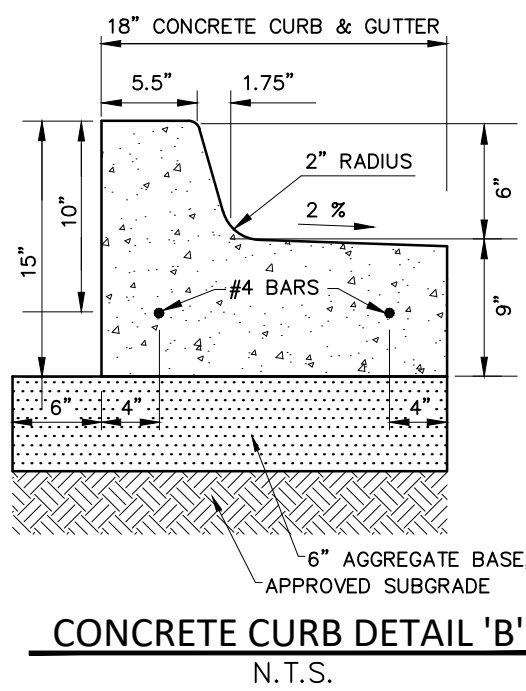
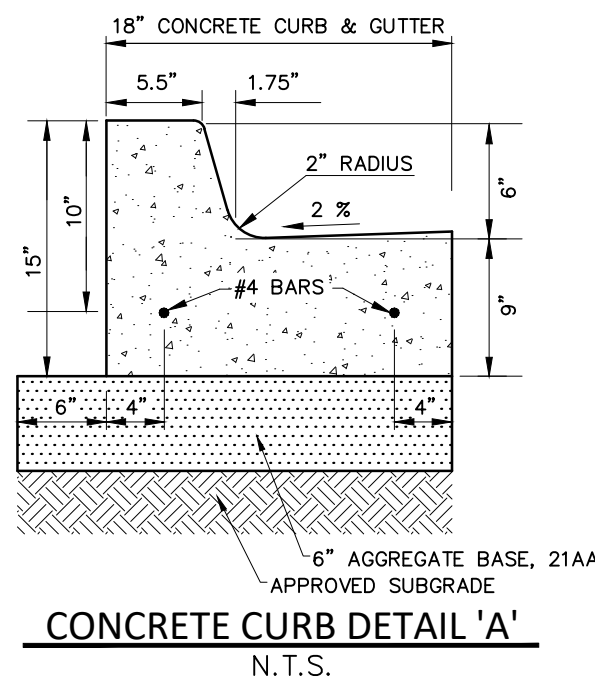
EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS.

EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.

SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.

ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.

FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 98% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.



NF

ENGINEERS

CIVIL ENGINEERS

LAND SURVEYORS

LAND PLANNERS

NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.

PONTIAC, MI 48342-5032

TEL (248) 332-7931

FAX (248) 332-8257

WWW.NFE-ENGR.COM

SEAL

STATE OF MICHIGAN

PATRICK J. WILLIAMS

ENGINEER

NO. 44351

PROJECT

Market Fresh Shopping Center

31212 Southfield Rd.

Beverly Hills, MI

CLIENT

Market Square

1964 Southfield Rd.

Birmingham, MI 48009

Contact: Johnny Karmo

Ph: (248) 334-4570

**PROJECT LOCATION**

Part of the Southeast 1/4 of Section 2  
T. 1 North, R. 10 East  
City of Beverly Hills,  
Oakland County, Michigan

**SHEET**

Engineering Site Plan

811

Know what's below

Call before you dig.

DATE	ISSUED/REVISED
03-10-2023	SPA SUBMITTAL

DRAWN BY:

A. Eizember

DESIGNED BY:

A. Eizember

APPROVED BY:

P. Williams

DATE:

March 10, 2023

SCALE: 1" = 30'

30 15 0 15 30 45

NFE JOB NO.

SHEET NO.

N480

SP-3



LEGEND		
	INDICATES LIMITS OF SILT FABRIC FENCE	
	INDICATES LIMITS OF DRAINAGE DISTRICT AREA	
	INDICATES LIMITS OF SOIL DISRUPTION	
	INDICATES LOW POINT INLET FILTER OR PROPOSED DRAINAGE STRUCTURE	
	INDICATES SILT SACK OR EQUAL ON EXISTING DRAINAGE STRUCTURE	
	INDICATES DRAINAGE DISTRICT AREA	

#### ESTIMATED QUANTITIES

##### SOIL EROSION

DESCRIPTION	QUANTITY	UNITS
SILT FABRIC FENCING	215	L.F.
INLET FILTER	2	EA.
SILT SACK OR EQUAL	1	EA.

#### NOTES

REFER TO THE WRC SOIL EROSION AND SEDIMENTATION CONTROL DETAIL SHEET FOR ALL ADDITIONAL NOTES & DETAILS (TYP.)

A DISTANCE OF APPROXIMATELY 1,900 FEET TO THE NEAREST BODY OF WATER (BRANCH OF ROUGE RIVER).

THE TOTAL AREA OF EARTH DISRUPTION IS APPROXIMATELY 0.95 ACRES.

THE SOIL EROSION CONTROLS WILL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY THE CONTRACTOR.

A SOIL EROSION PERMIT IS REQUIRED FROM OAKLAND COUNTY.

#### SOIL DATA

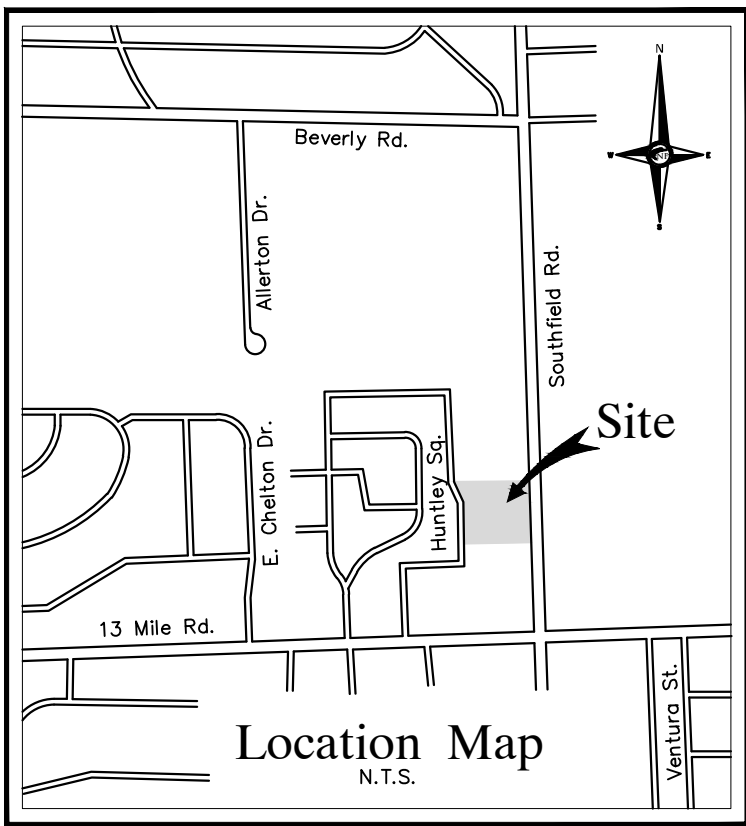
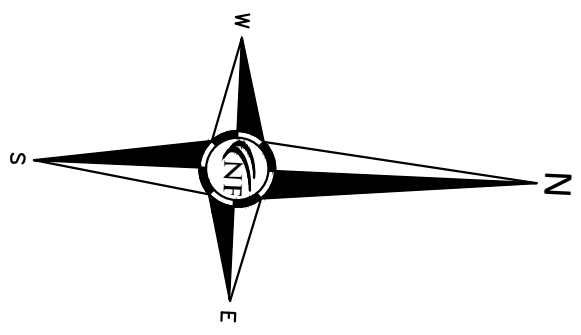
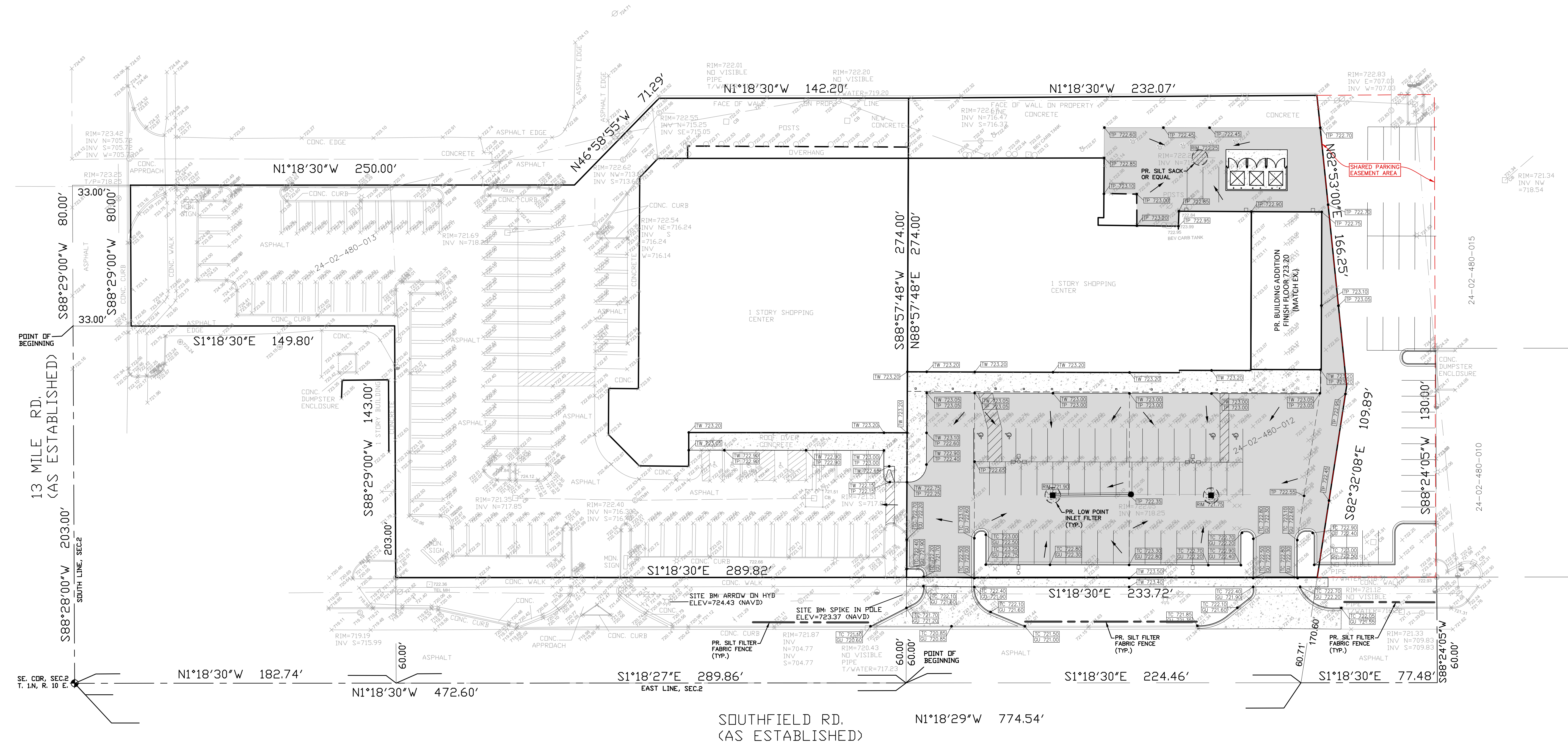
THIS SITE CONSISTS OF

100.0% (E1macE) - UDORTHENTS AND UDIPSAMENTS, NEARLY LEVEL TO HILLY (HYDROLOGIC SOIL GROUP C)

BASED ON DATA PROVIDED BY THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE.

#### CONSTRUCTION SEQUENCE / TIMING SCHEDULE

1. INSTALL PERIMETER FILTER FABRIC FENCING AND STONE FILTER WHERE REQUIRED.	APRIL 2023
2. MASS GRADE SITE.	MAY 2023
3. COMMENCE UNDERGROUND UTILITY WORK.	MAY 2023
4. INSTALL INLET FILTERS ON PROPOSED DRAINAGE STRUCTURES.	MAY 2023
5. FILL IN SEDIMENTATION TRAPS AND PAVE SITE.	JUNE 2023
6. COMPLETE ALL BUILDINGS AND LANDSCAPE ACTIVITY.	OCTOBER 2023
7. JET VAC NEW STORM SEWER SYSTEM AS REQUIRED.	NOVEMBER 2023
8. REMOVE ALL TEMPORARY SOIL EROSION MEASURES.	NOVEMBER 2023



**NF**  
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SEAL



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PROJECT LOCATION  
Part of the Southeast 1/4  
of Section 2  
T. 1 North, R. 10 East  
City of Beverly Hills,  
Oakland County, Michigan

SHEET  
Soil Erosion Control /  
Drainage Area Plan



DATE ISSUED/REVISED  
03-10-2023 SPA SUBMITTAL

DRAWN BY:  
A. Eizember

DESIGNED BY:  
A. Eizember

APPROVED BY:  
P. Williams

DATE:  
March 10, 2023

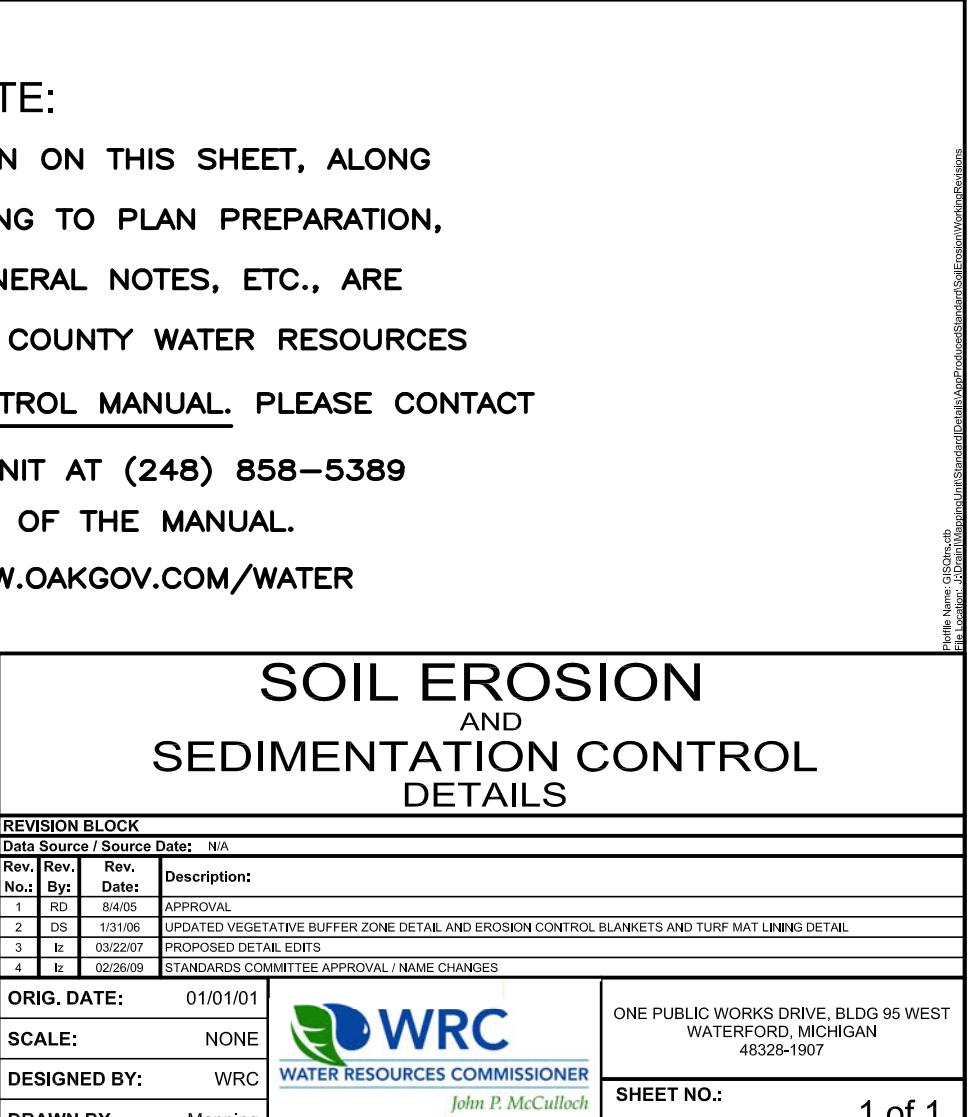
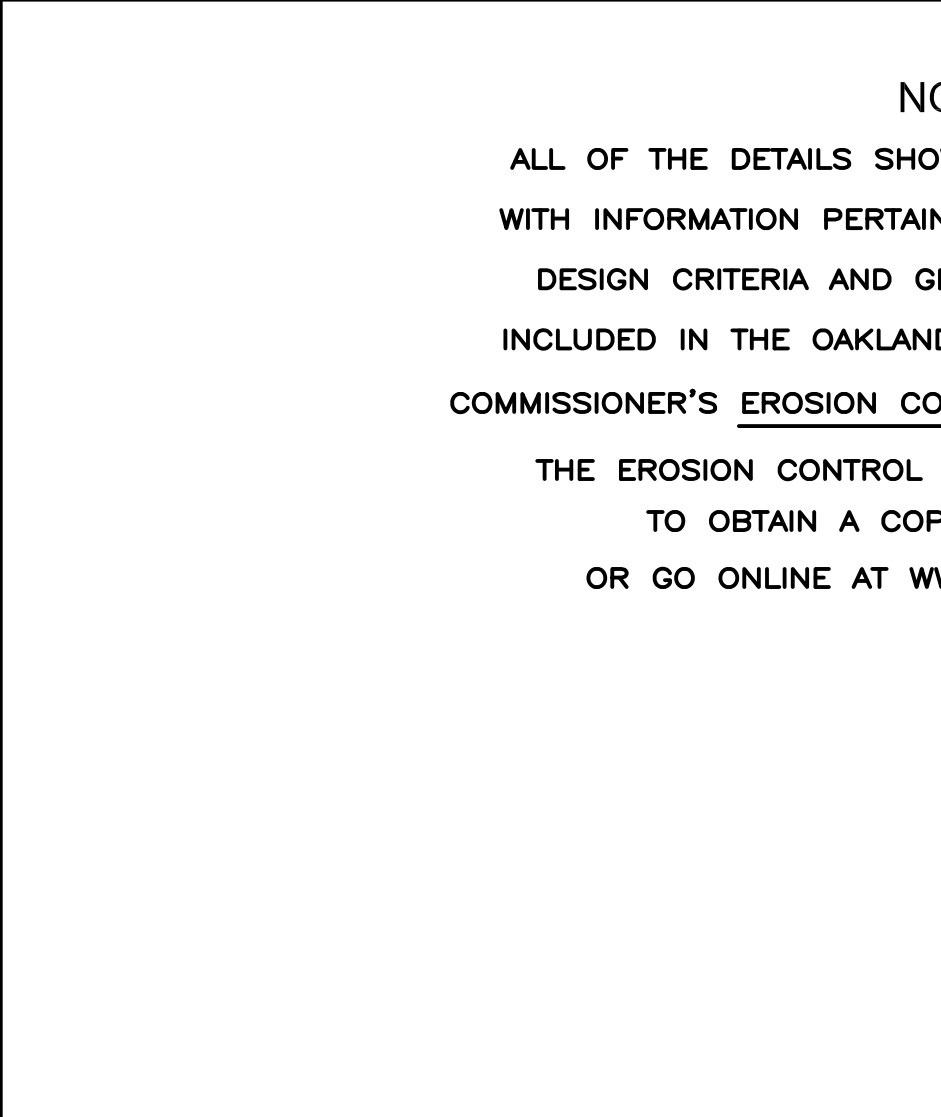
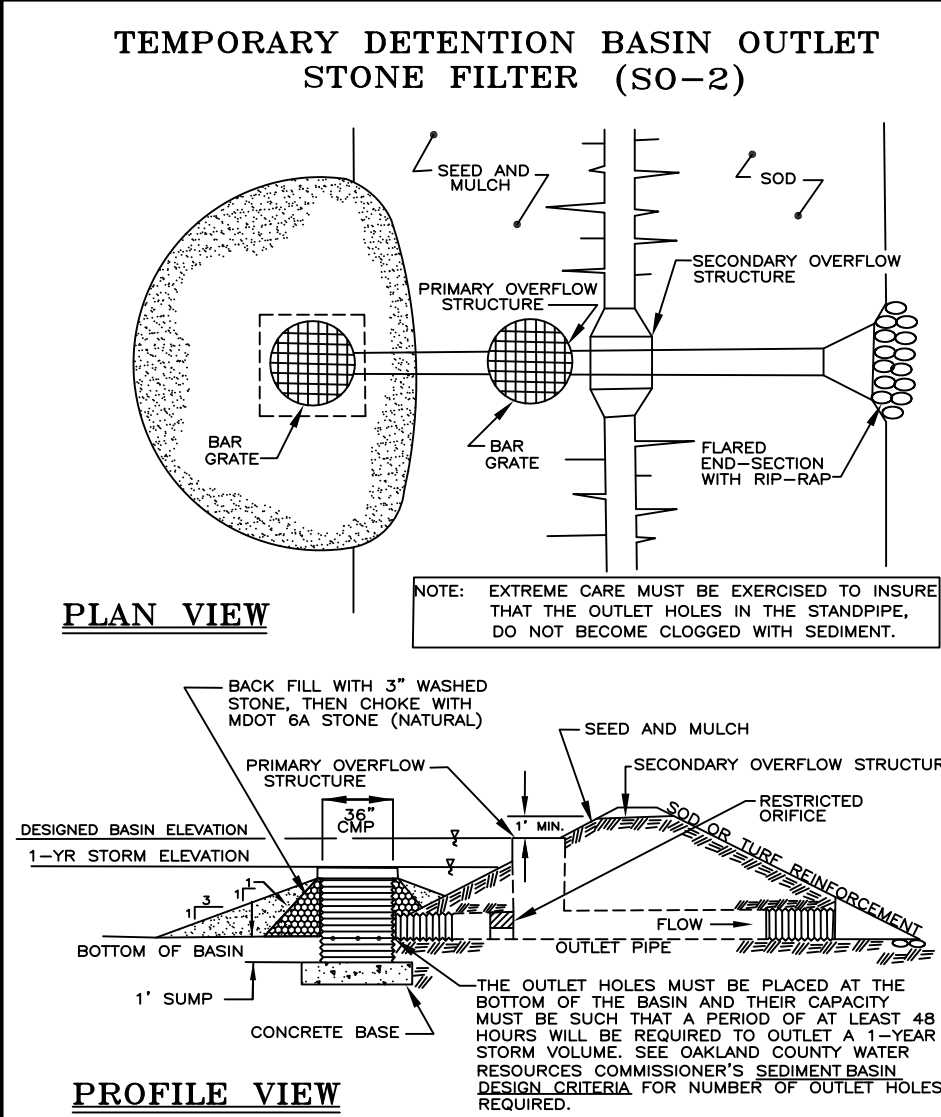
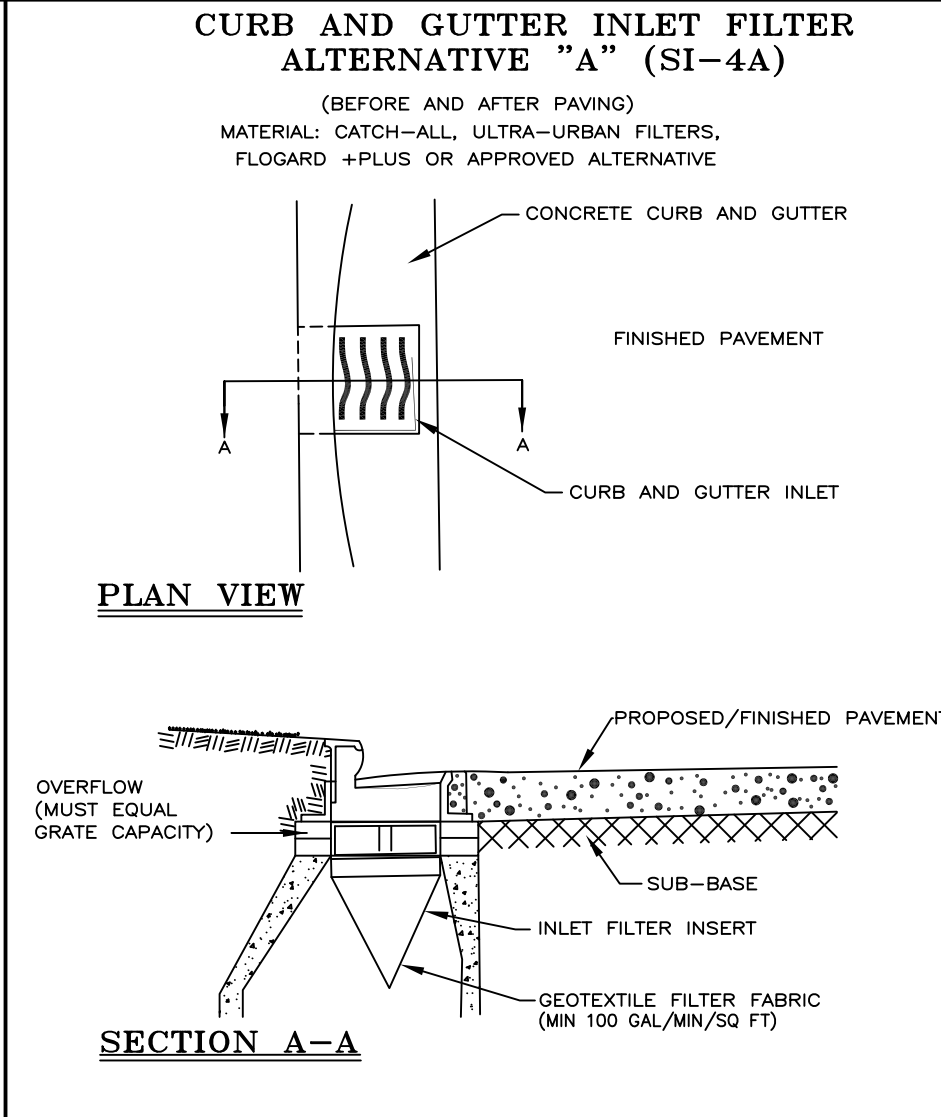
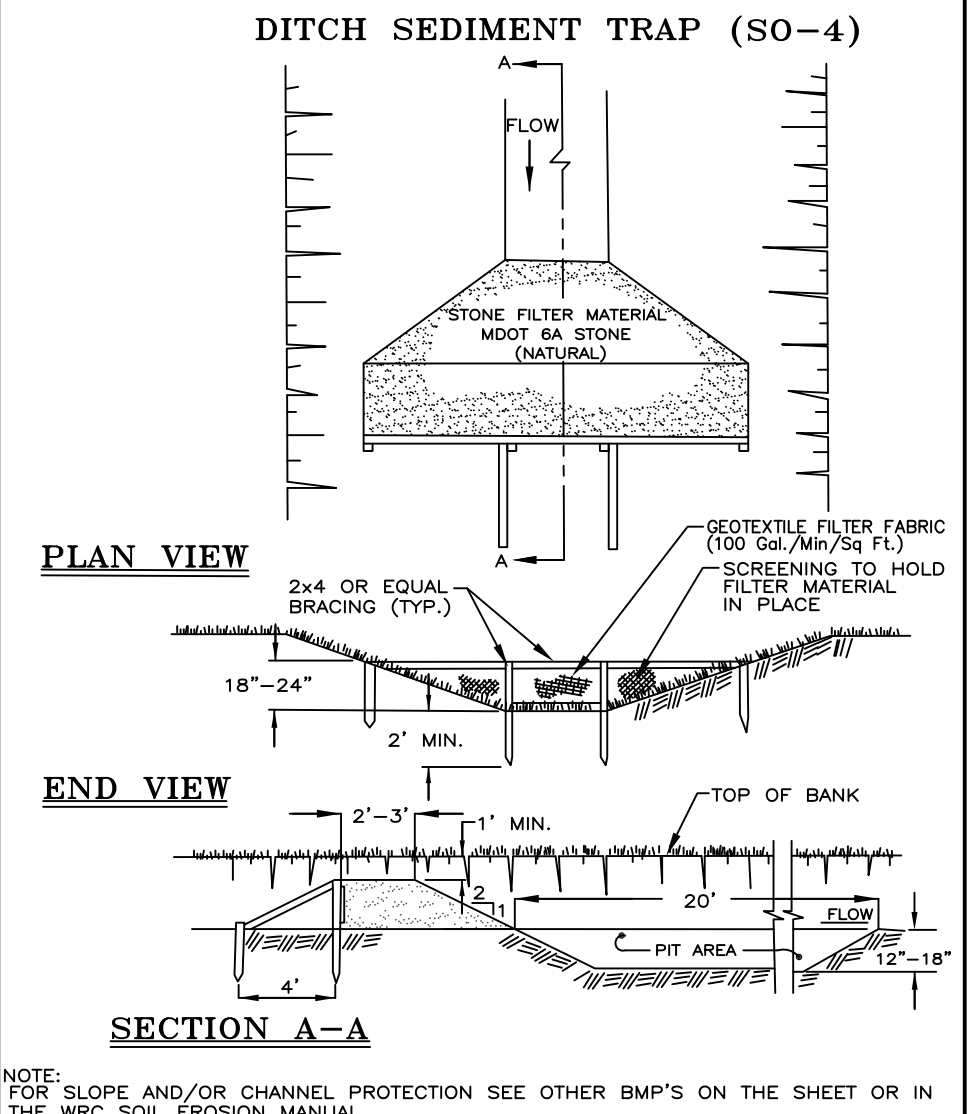
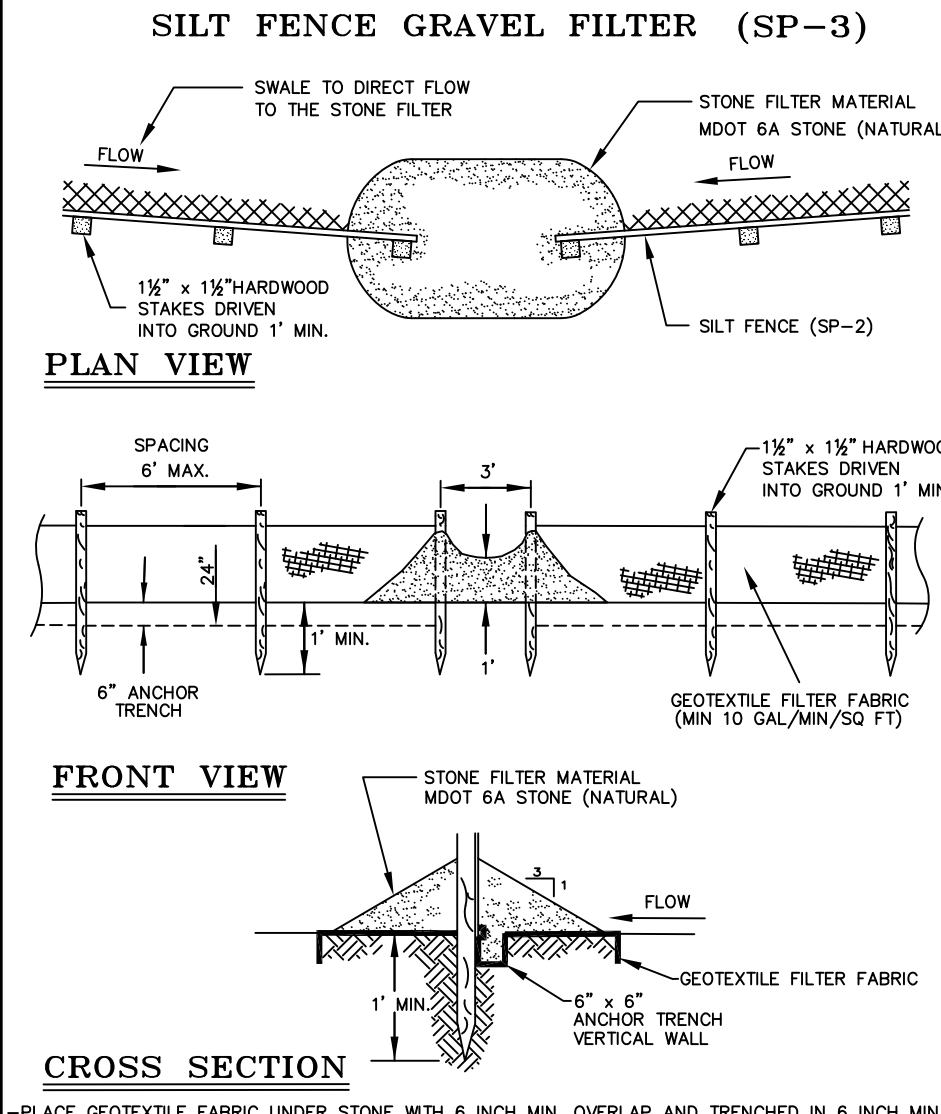
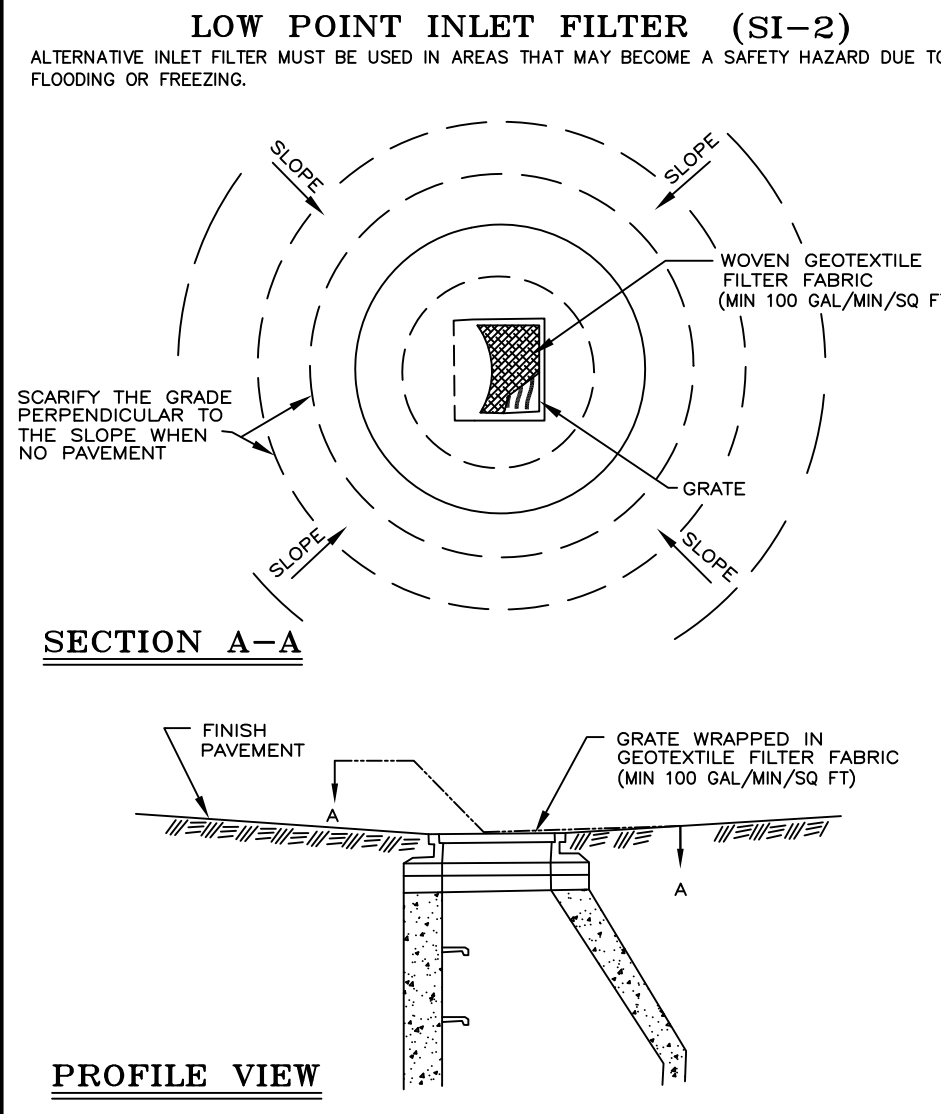
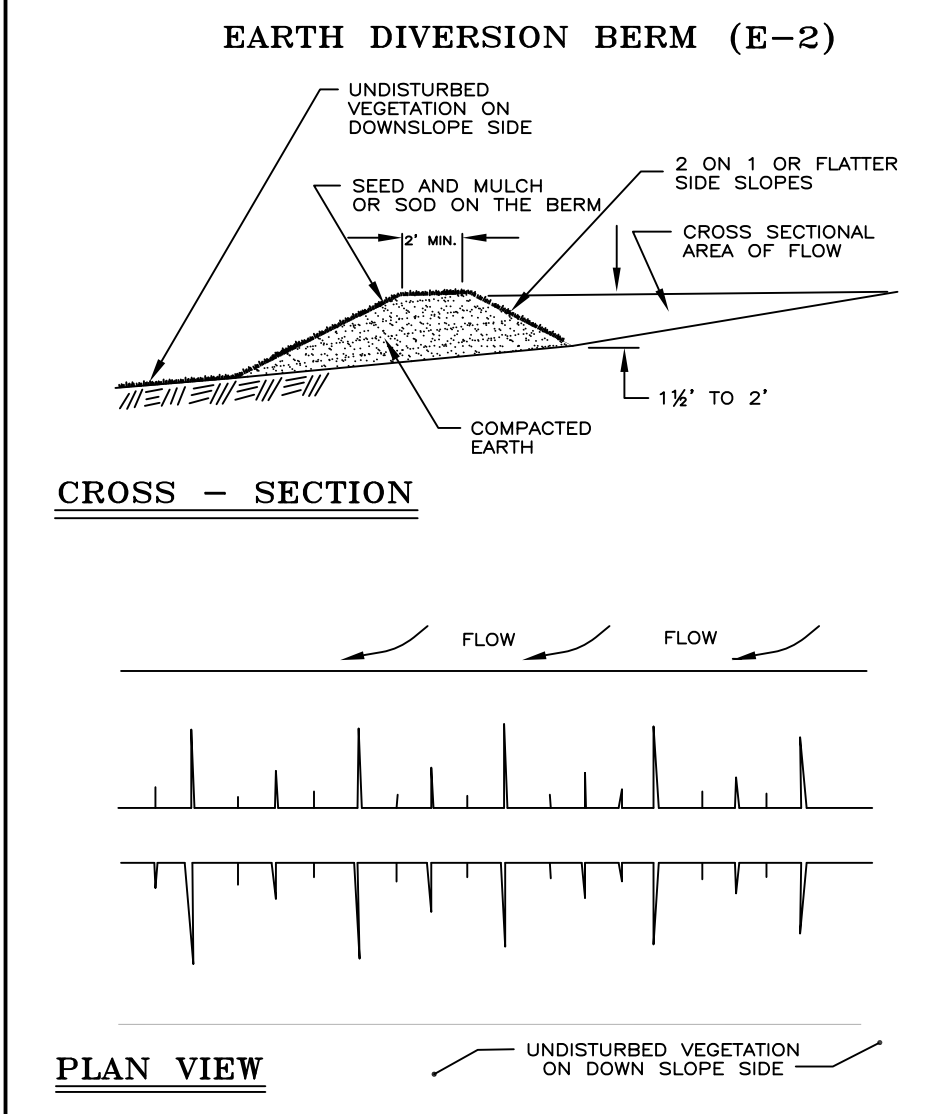
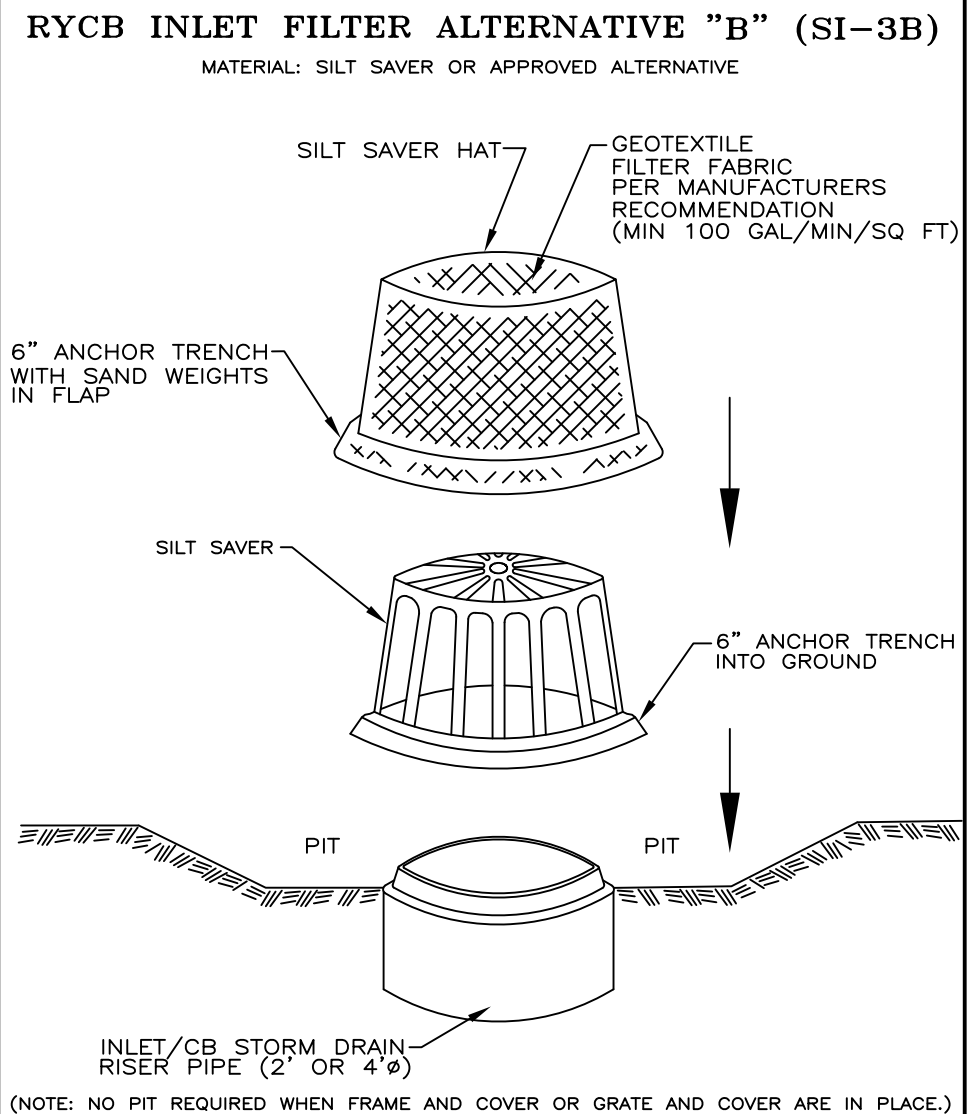
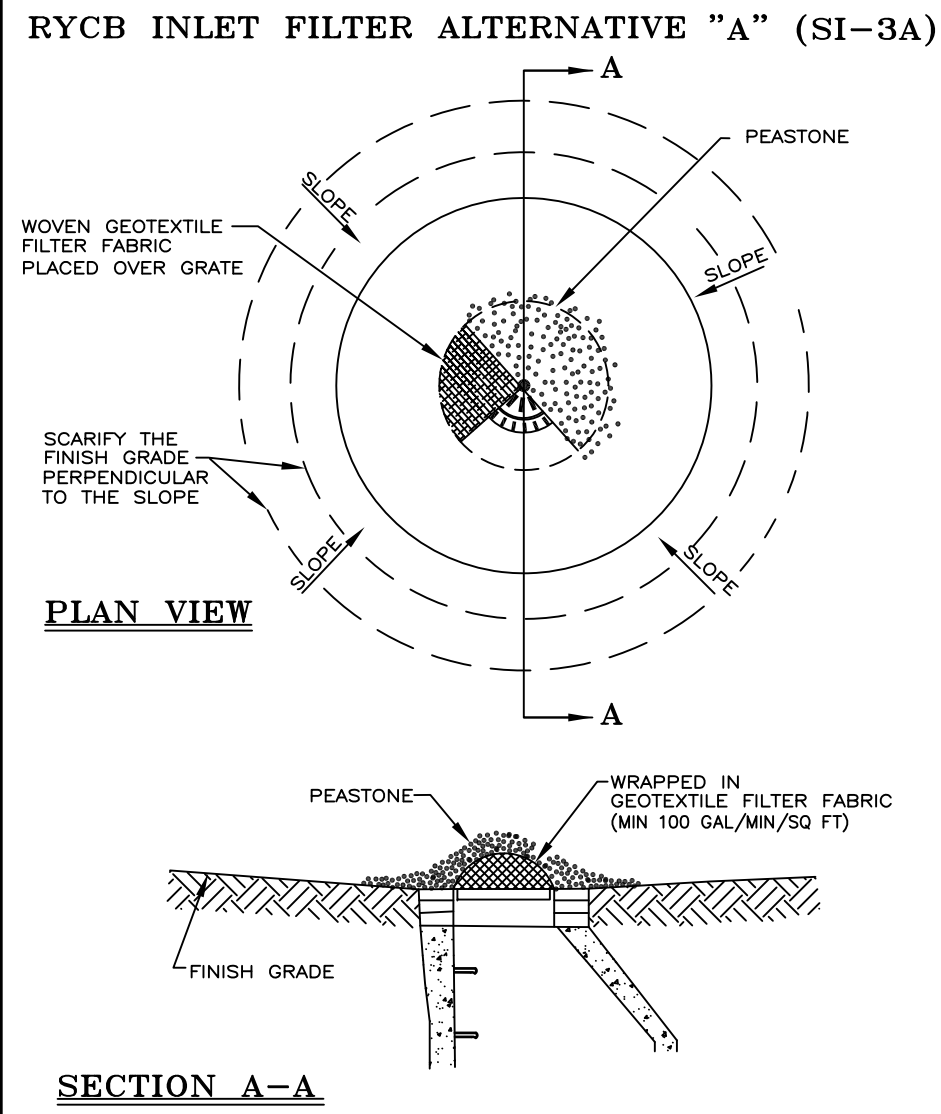
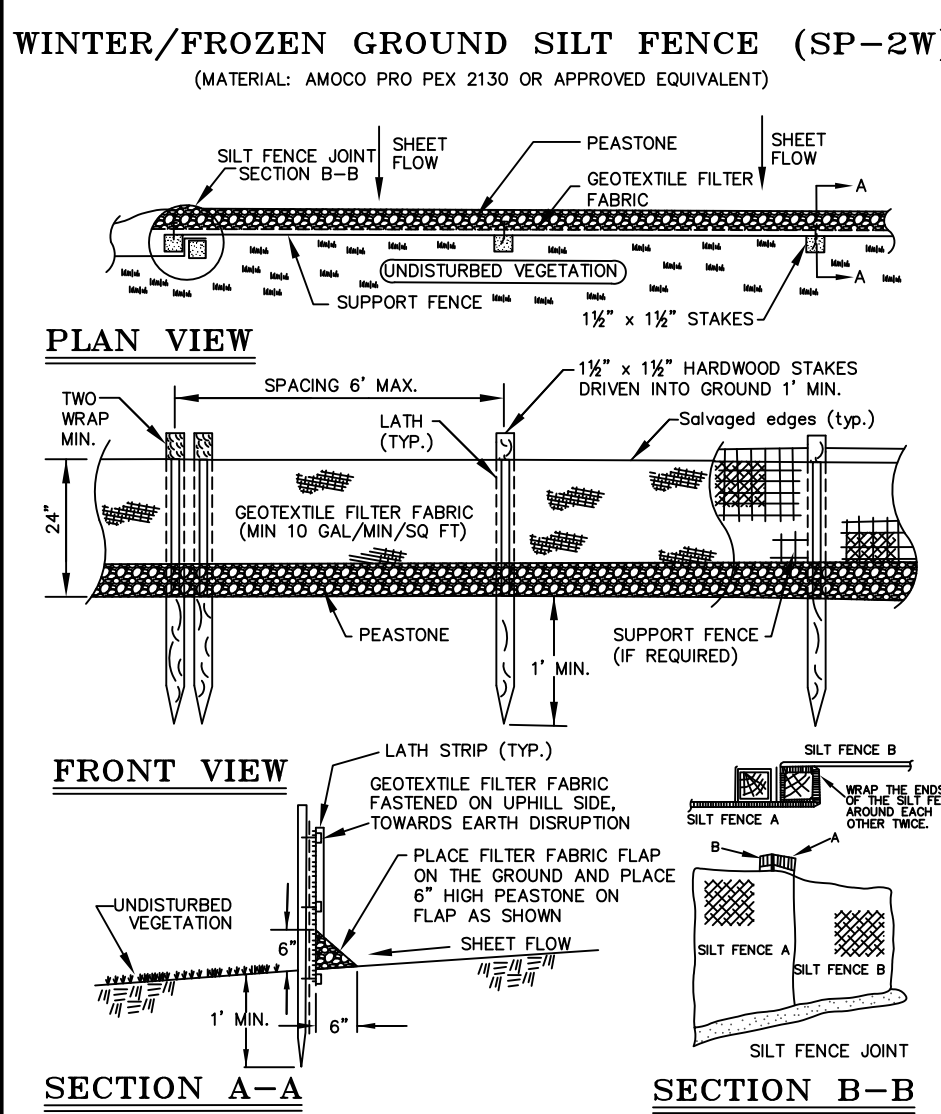
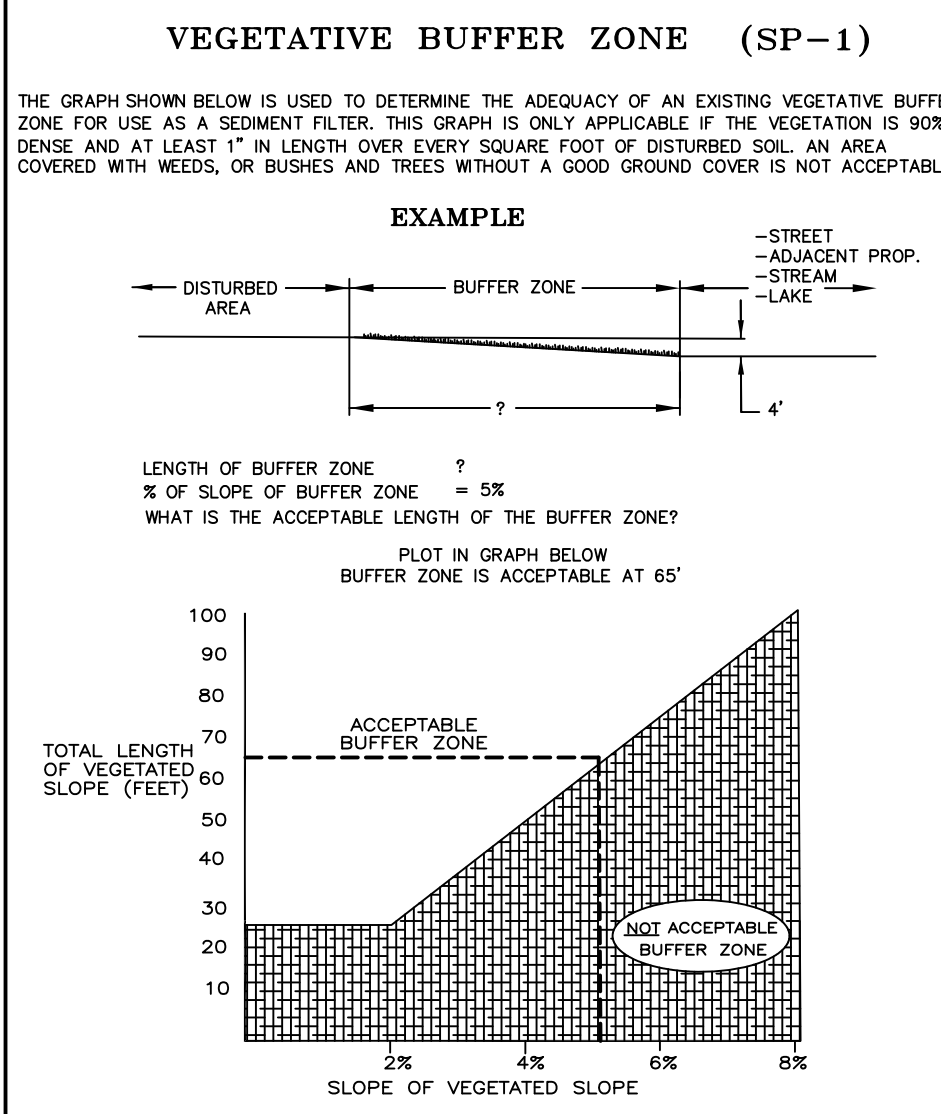
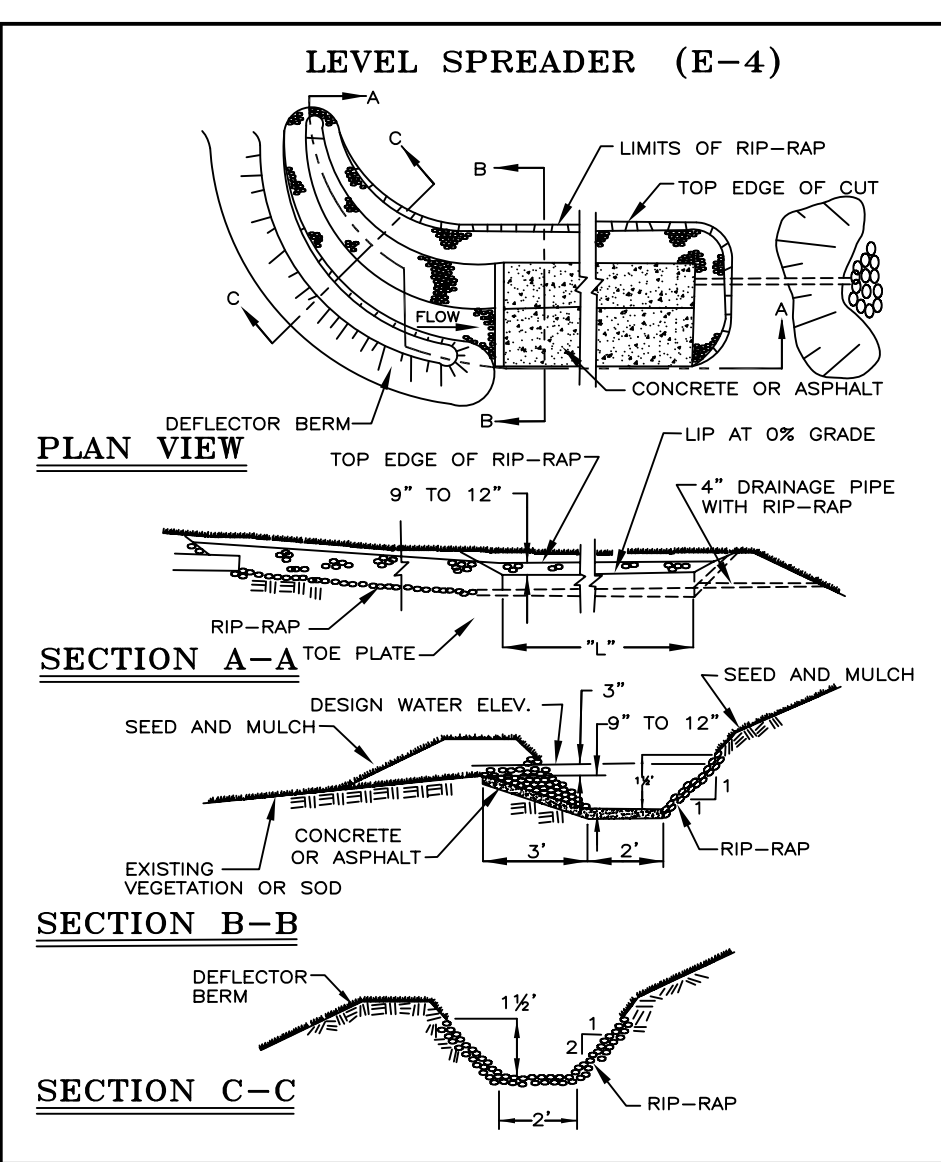
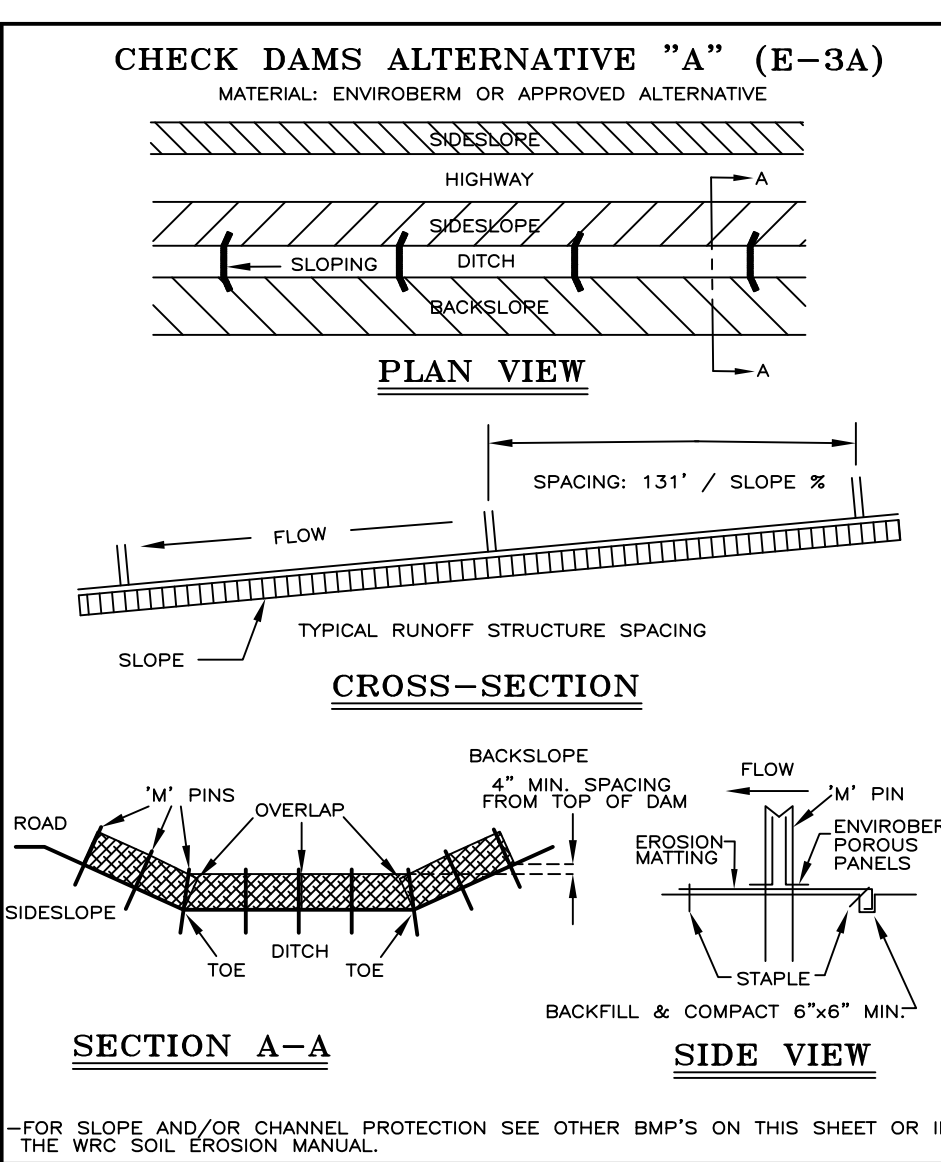
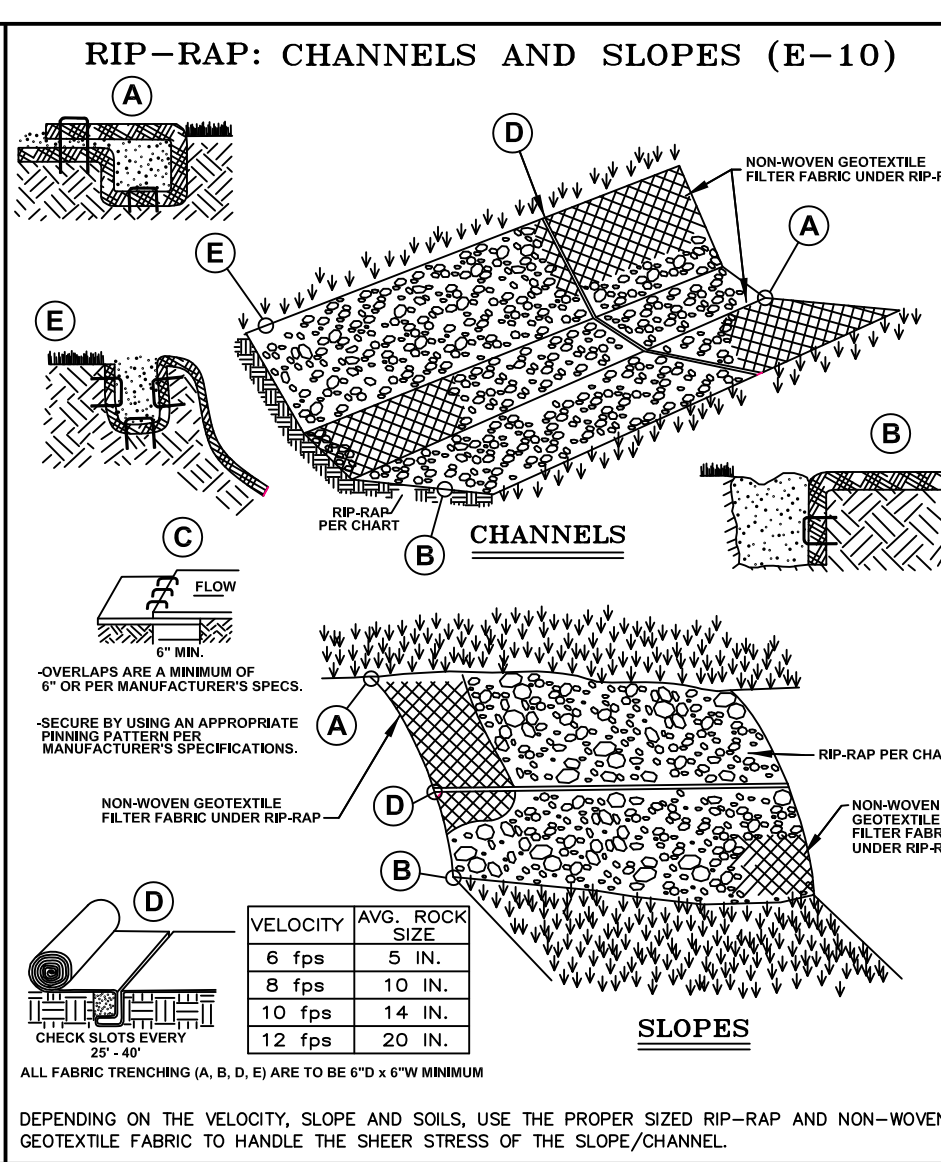
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NFE JOB NO.  
N480

SHEET NO.  
SP-4







Statistics

Description	Symbol	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot	✕	1.9 fc	6.3 fc	0.2 fc	9.5:1	31.5:1
Grade @0'	+	0.9 fc	19.7 fc	0.0 fc	N/A	N/A

Schedule								
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lumens Per Lamp	Light Loss Factor	Wattage
	A	2	Lithonia Lighting	DSX1 LED P2 40K 80CRI T4M	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Medium	9092	0.9	203.37
	B	2	Lithonia Lighting	DSX1 LED P2 40K 80CRI BLC4	D-Series Size 1 Area Luminaire P2 Performance Package 4000K CCT 80 CRI Type 4 Extreme Backlight Control	6730	0.9	67.79
	C	3	Lithonia Lighting	DSXW1 LED 20C 700 40K TFTM MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE TFTM OPTIC, 4000K, @ 700mA.	5554	0.9	45.7
	D	2	Lithonia Lighting	DSXW1 LED 20C 700 40K T2M MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE T2M OPTIC, 4000K, @ 700mA.	5309	0.9	45.7
	E	12	Gotham Architectural Lighting	EVO6PC 35/20 AR MD LSS 90CRI	EVO 6IN ROUND CYLINDER, PENDANT STEM, 90 CRI, 3500K, 2000LM, MED DIST, CLEAR, SEMI-SPEC	1672	0.9	19.7

- General Note
- SEE DRAWING FOR LUMINAIRE MOUNTING HEIGHT.
  - CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"
  - LIGHTING ALTERNATES REQUIRE NEW PHOTOMETRIC CALCULATION AND RESUBMISSION TO CITY FOR APPROVAL.

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

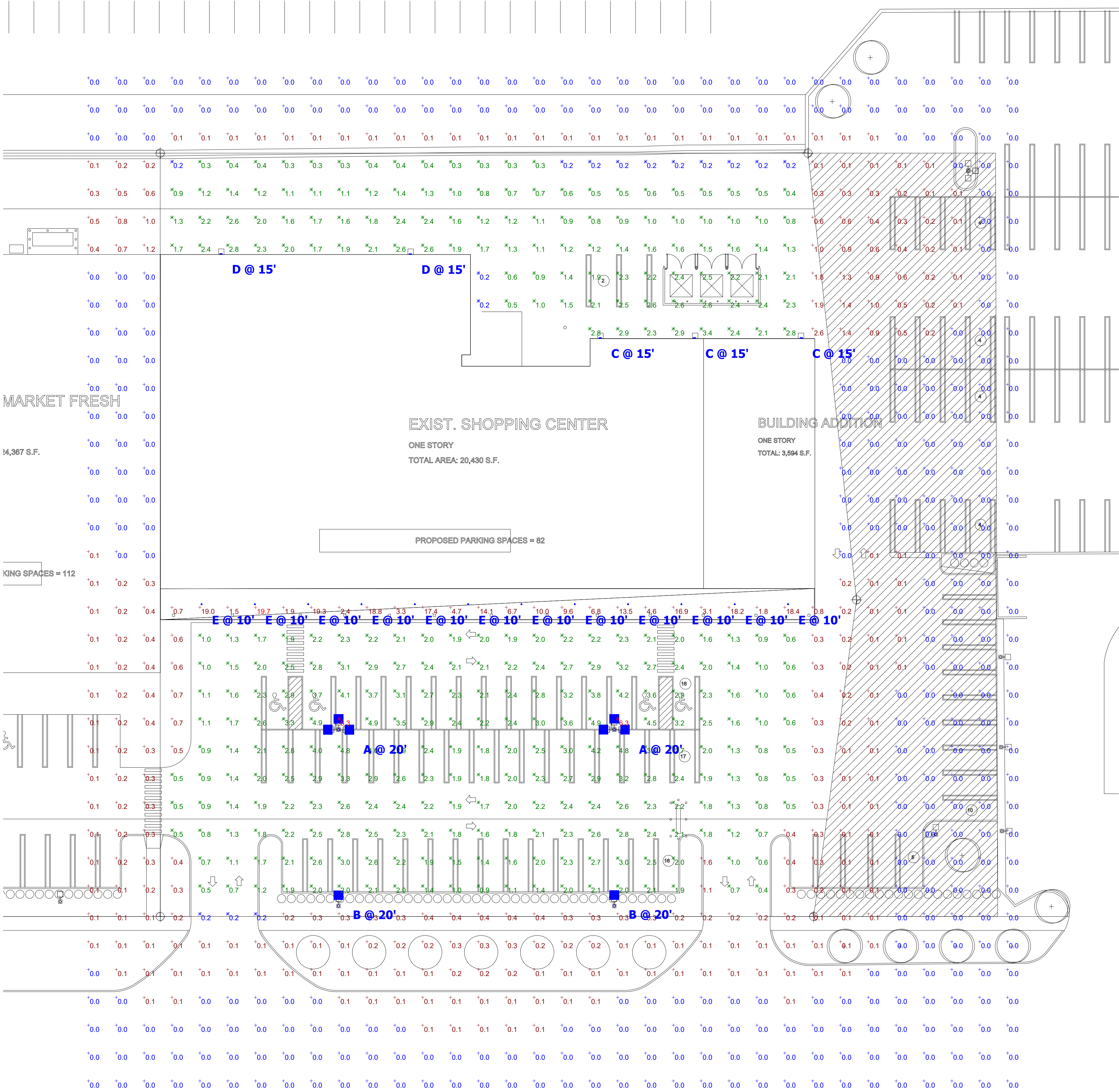
THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

FOR ORDERING INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.



Plan View

Scale - 1" = 20ft



MARKET FRESH SHOPPING CENTER  
PHOTOMETRIC PLAN  
PREPARED FOR: SAROKI ARCH.  
GASSER BUSH ASSOCIATES  
WWW.GASSERBUSH.COM



\*\*\*

## OFFICIAL PROCLAMATION

\*\*\*

**WHEREAS** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

**WHEREAS** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

**WHEREAS** Arbor Day is now observed throughout the nation and the world, *and*

**WHEREAS** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

**WHEREAS** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

**WHEREAS** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

**WHEREAS** trees — wherever they are planted — are a source of joy and spiritual renewal.

**NOW, THEREFORE,** I, \_\_\_\_\_, President of the Village of, \_\_\_\_\_ do hereby proclaim \_\_\_\_\_ as **ARBOR DAY** In the Village of \_\_\_\_\_, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

**FURTHER,** I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

President \_\_\_\_\_



**To:** Honorable President George; Village Council Members

**From:** Kristin Rutkowski, Village Clerk/Assistant Village Manager

**Subject:** Lions Club White Cane Collection

**Date:** March 28, 2023

Administration received a request from the Beverly Hills Lions Club to host their annual White Cane Collection in the Village from April 21 – May 7, 2023. The Village Council has approved this request for the past several years.

The letter from the Lions Club is attached.

**Suggested Motion:**

Be it resolved, the Beverly Hills Village Council authorizes the Beverly Hills Lions Club to solicit donations for their annual White Cane Collection from April 21 to May 7, 2023 within Beverly Hills and approves their request to have the sign outside of the Village Office temporarily read: "Support Lions White Cane Collection April 21 through May 7, 2023" provided that a Certificate of Liability Insurance naming the Village as an additional insured is submitted to the Clerk's Office.

Attachment

# BEVERLY HILLS LIONS CLUB



Beverly Hills, Michigan 48025



March 23, 2023

[krutkowski@villagebeverlyhills.com](mailto:krutkowski@villagebeverlyhills.com)

ATTENTION: Ms. Kristin Rutkowski  
Beverly Hills Village  
18500 W. 13 Mile Road  
Beverly Hills, MI 48025

Re: Lions Club White Cane Collection

Dear Ms. Rutkowski,

The Beverly Hills Lions Club has designated our annual White Cane Collection campaign to proceed for April 21 through May 7, 2023. Our club is again requesting approval from the Village to conduct funds solicitations within Beverly Hills which will primarily occur at the Corners Shopping Center and Market Fresh store which are located at the 13 Mile and Southfield Road intersection.

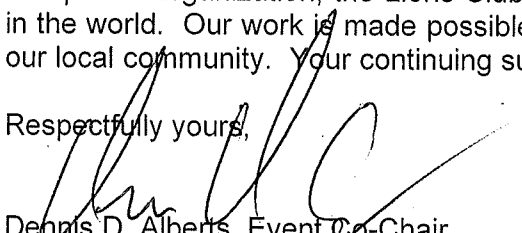
The funds raised by the Lions will be used primarily to support activities related to the sight and hearing impaired. We support approximately 20 different charitable causes including The Leader Dog School for the Blind, the Silent Children's Clinic at Beaumont Hospital for hearing impaired children, among many others. I am sure you are also aware that the Lions Club of Beverly Hills supports many activities within the Village including the Halloween Hoot, the Memorial Day Fun Run and the High School Senior Scholarship Award.

We are respectfully requesting approval from the Village of Beverly Hills to conduct our solicitation program and that the following notice be placed by the Village on the display sign outside the Village Offices, provided there is no conflict.

## **Support Lions White Cane Collection April 21 through May 7, 2022**

Our parent organization, the Lions Club International, is the largest service organization in the world. Our work is made possible in large part due to the support from leaders in our local community. Your continuing support is most appreciated.

Respectfully yours,

  
Dennis D. Alberts, Event Co-Chair  
Beverly Hills Lions Club White Cane Collection  
4055 Country Club Drive  
Bloomfield Hills, MI 48301  
248-203-9860



## MEMORANDUM

Date: March 30, 2023

To: Honorable President George and Village Council

From: Jeff Campbell, Village Manager

Subject: Review and consider awarding bid to provide cyber security services to the Village of Beverly Hills.

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In the fall of 2022, the Village asked the Administration to prepare a bid for cybersecurity services to be provided to the Village of Beverly Hills. The Village went out for an RFP at the beginning of 2023. A copy of the RFP is included for reference. The Village Administration received seven (7) proposals from bidders across the country.

Village Administration has reviewed the bids received for cybersecurity services. Copies of the Bid Tab are enclosed for your reference.

Upon review of the related experience with and the emphasis the Village placed on said experience in the Request for Proposals ("RFP"), it was determined that several bidders did not have the experience required by the Village. Many of the bidders only listed experience with one or no municipalities. Other bidders failed to address certain items contained in the scope of work included in the RFP. There were several bidders that provided a sufficient amount of project, personnel and related work experience and references as required by the contract. Based on those reviews, UHY is the lowest and most responsive bidder that meets the Village's requirements set forth in the RFP. Attached is the proposed bid from UHY.

Based on these findings, the Administration recommends awarding the cybersecurity contract to UHY at a total amount of \$44,300, subject to Village Attorney approval of a finalized service contract and providing the necessary insurance set forth in the RFP. The Service Contract must include all the provisions set forth in the RFP. It is anticipated that the contract will begin on or about July 1, 2023, after onboarding and setting up a schedule with the contractor and our IT provider.

**Suggested Resolution**

Be it resolved, the Beverly Hills Village Council awards the Cybersecurity Services Proposal and Contract to UHY, Inc. in the amount of \$44,300 as outlined on the published bid tabulation, after review of the finalized contract by the Village Attorney and the bidder providing the insurance certificates required by the RFP.



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## Cybersecurity Services

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February 7, 2023



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Jeff Campbell  
Village Manager

Village of Beverly Hills  
18500 W. 13 Mile Road  
Beverly Hills, MI 48025

Dear Mr. Campbell,

Thank you for the opportunity to present our proposal to provide Cybersecurity services for the Village of Beverly Hills ("the Village"). Based on our understanding of the Request for Proposal published December 28, 2022, you are requesting a proposal for basic core cybersecurity assessment services to the Village Council and Administration:

- A cyber security assessment using independent tools and controls,
- An assessment report and recommendations and improvement plan,
- An incident response plan,
- Vulnerability scanning and Penetration Testing, and
- Education for employees

We are excited for this opportunity to begin our relationship with the Village by supporting this strategically important effort. I am also grateful to be included in this process and know my Security team at UHY can add a great deal of value to the Village as you continue to secure your municipality.

UHY Consulting, Inc. ("UHY") is the right choice to be your trusted advisor for cybersecurity assessments and development. We believe that our knowledge of the process, our understanding of the Village, and the capabilities of our client service team will enable us to perform this development and execution of cybersecurity assessment most efficiently and with the highest quality results.

We are excited about the opportunity to work with you and the members of your team to capture the substantial economic benefits afforded through the utilization of UHY's efficient delivery model. We look forward to discussing our proposal with you further. If you have questions about our proposal, please do not hesitate to contact me. We appreciate the opportunity to assist you with this matter.

This proposal is considered binding and in effect for a period of ninety (90) days following the proposal's opening.

Sincerely,

*Norman Comstock*

**Norman Comstock**  
Managing Director  
281-793-5859  
[ncomstock@uhy-us.com](mailto:ncomstock@uhy-us.com)

## I. UHY's Experience, Qualifications and Accomplishments

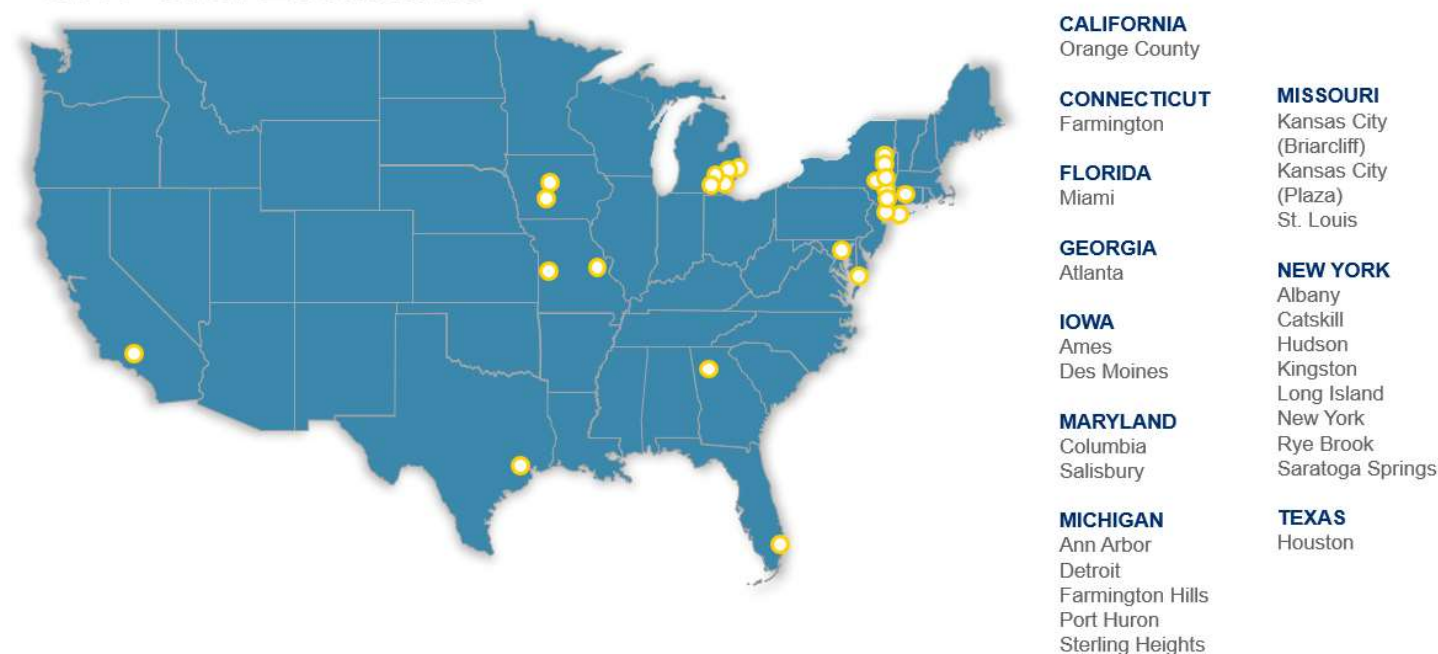
### A. UHY CONSULTING, INC.

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Cybersecurity is high on the agendas of executive leadership because cybercrime is a serious issue that threatens all of us—no matter what type of business we are in. Regardless of company size, security breaches result in reputational damage and material business disruption. Recent breaches have occurred as a result of human failure rather than technology failure because today's advanced persistent threats (APTs) target people, not systems. Eighty percent (80%) of security spending is for perimeter security, which is only effective for 30% of the risk. A significant strategic gap exists between security risks and security solutions. Since cybersecurity is all about risk management, it is essential that the risk strategy be managed throughout the organization.

UHY Consulting is a subsidiary of UHY Advisors, which provides tax and consulting services to a variety of business sectors. Under our alternative practice structure, UHY LLP, is a licensed CPA firm that offers audit and other attest service to public and private companies.

### UHY U.S. Locations



UHY Advisors' corporate headquarters is based in Farmington Hills, MI. UHY Consulting's corporate headquarters is located in Atlanta, GA.

UHY's Consulting Cybersecurity Solutions team is comprised of a dozen dedicated cybersecurity professionals and a dozen IT auditors with UHY LLP who assist with many of our assessments. The team that would serve Village of Beverly Hills will be from our Farmington Hills office and/or supported remotely.

UHY's approach provides context to how your business views cybersecurity risk, the processes in place to manage it, and the degree to which your risk management practices exhibit the characteristics that are defined within the CIS Top 20 Security Controls.

UHY's cybersecurity experts address the issue as a strategic business risk. We tailor each cybersecurity engagement to the individual needs of our clients. The cornerstone of our methodology is to translate IT risks into business risks and provide meaningful insight to our stakeholders. We provide a value-added level of service that assesses and improves the security posture of our clients.

UHY Consulting was awarded MiDEAL contract #210000000308 in 2021. MiDEAL cybersecurity services is a prequalification program created by the Michigan Cyber Partners for local public entities in Michigan to contract for an independent cybersecurity assessment from a qualified independent cybersecurity vendor. The State pre-qualified multiple vendors through a competitive request for proposal (RFP) process. The contracts are subject to a second-tier competitive bid process.

**Core service offerings:**

Michigan Cyber Partners recommends starting with assessment and planning services offered in the core services. These services are standard across all vendors and have been competitively bid with not to exceed pricing available in the contracts.

- Cybersecurity Assessment Workshop using CIS Controls and CSAT Tool
- Assessment Report & Recommendations
- Cybersecurity Improvements Plan
- Baseline Incident Response Plan
- 12 Monthly Advisory Sessions (1 hour)

## **B. WHY UHY?**

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We know we are the right strategic partner for the Village. We have identified five qualities that we believe are essential to a successful engagement. These factors are listed in the table below and expanded upon in the pages that follow.

Critical success factors	What we will do to deliver on this	How this benefits you
Independent advice	<p>Our team has no affiliation with security hardware or software vendors that could bias our advice.</p> <p>We pride ourselves on evidence-based recommendations discovered as part of this engagement, our consultants' individual backgrounds, and industry best practices.</p> <p>UHY is not incented to lean toward a vendor or manufacturer, and in fact has built a reputation on giving sound guidance that might challenge the established status quo.</p>	Objective opinions and strong practical advice that is independent of a technology bias
Experts with the right credentials and practical experience	<p>All of our project team members at the management level or above possess advanced degrees in law, software engineering, and the information sciences and hold relevant professional certifications such as:</p> <ul style="list-style-type: none"> <li>• Certified Risk Professional (CRP)</li> <li>• Certified Risk and Information Systems Control Certification (CRISC)</li> <li>• Change Management Certification (CMC)</li> <li>• Certified Information Systems Security Professionals (CISSP)</li> <li>• Certified Information Security Auditors (CISA)</li> <li>• Certified Records Manager (CRM)</li> <li>• Certified Information Privacy Professional (CIPP)</li> <li>• Project Management Professional (PMP)</li> <li>• Certified Information Professional (CIP)</li> <li>• Member of Business Continuity Institute (MBCI)</li> </ul>	Experts with the right credentials and education that bring industry leading practices, thought leadership, and practical experience to your municipality.

Critical success factors	What we will do to deliver on this	How this benefits you
<b>Proven methodologies, tools, and templates</b>	Our methodology and tools, along with thought leadership, have been developed through similar risk assessments and hands-on solutions design engagements. While we leverage these tools to accelerate our engagement timeline, we will approach your challenges with a fresh approach toward creative problem solving.	Reduce the amount of time needed to perform risk modeling using our standards and evidenced-based approach
<b>Deep industry experience</b>	<p>We have been providing holistic risk assessment and threat modeling for Fortune 100 clients for an average of 15 years. Considering business drivers, security industry trends that indicate future variables for the models, return on investment calculations for security mitigation techniques, we will recommend solutions that will work now and into the future.</p> <p>Our proposed team has direct experience with similar engagements for some of the largest and most complex global organizations in the government, healthcare, pharmaceutical, financial, retail, consumer products, food services, non-profits, and legal industries.</p>	The solution must function in the Village's environment where we know the importance of operational readiness
<b>Being flexible and responsive in our approach</b>	We pride ourselves on our flexibility and responsiveness and believe these qualities are essential to client service. This includes developing a customized solution aligned with company objectives and stakeholders' expectations.	We will mobilize the project team quickly in your location of operation, respond swiftly to your requirements, and adapt to any changing circumstances.

## II. Our Understanding of Your Needs

### PHASE 1: CYBERSECURITY RISK ASSESSMENT

---

We understand that you will need UHY to conduct a Cybersecurity Risk Assessment, develop a high-level Risk Report and maturity map along with a recommended road map for improvements, and deliver an Executive Summary and associated documentation. We also understand that the Village wants to team with a service provider who has the experience to deliver Cybersecurity Risk Assessment services that is focused on people, processes, and technologies, while maintaining a high degree of flexibility to meet your unique business needs.

**In conjunction with the State of Michigan MiDEAL Cybersecurity Assessment program, UHY will use the Center for Internet Top 20 Security Controls (CIS Top 20) as the framework to conduct this Cybersecurity Risk Assessment. We will also provide context on how the Village views cybersecurity risk, the processes in place to manage cybersecurity risk, and the degree to which your risk management practices exhibit the characteristics that are defined within the CIS Top 20.**

It is our understanding that the Village would like to select a supplier that will assess:

1. On-site cybersecurity assessment jointly completed by an independent assessor and local entity staff using the CIS Controls Self-Assessment Tool (CSAT) or similar type tool. The assessment must include:
  - a. Cloud and/or SaaS vulnerability and simulated cyberattack testing;
  - b. External vulnerability and simulated cyberattack testing;
  - c. Internal vulnerability and simulated cyberattack testing;
  - d. Wireless network vulnerability and simulated cyberattack testing;
  - e. System patch review;
  - f. Database security review;
  - g. Backup security review;
  - h. Internet of Things (IoT) security review for devices such as sensors
2. Current-state report (based on CSAT or similar type tool) to the local public entity's leadership identifying the overall assessment results including most important vulnerabilities and recommended next steps.
3. Annual Cybersecurity Improvement Plan that identifies priority actions to complete in the coming 12 months and other priority activities that have a longer time horizon.
4. Ensure that local entity has an effective basic cyber incident response plan.
5. Monthly minimum of two-hour telephone/online or in-person consultation to provide ongoing coaching and consulting regarding understanding of and implementation of cybersecurity improvements. This will include social engineering protocols and education.
6. End of year assessment update using CSAT, or similar type tool, which identifies progress made towards improving priority items identified in initial assessment and items remaining to be addressed.
7. Performs a penetration test on the network.
8. Works cooperatively with the Village's IT contractor, as needed, to assure proper management of the cyber



security assessment and implementation plan, and proper coordination and transition of necessary information to and from the IT contractor.

9. Provide guidance and advice on cyber compliance and reporting, tools and programs, collaborative groups, and organizational resources.
10. Assists officials and employees to understand their roles and duties as it relates to cyber security and protection of Village information and their interrelationships with others.
11. Performs other related services and tasks, as requested.

Our assessment will provide the leadership team with a balanced perspective on the security posture of the Village's environment. The Village expects UHY to demonstrate how leading practices from existing operations will be leveraged in our recommendation and how our knowledge of the security posture of other comparable cities will be leveraged to provide insight to the maturity assessment.

## PROPOSED APPROACH AND METHODOLOGY

### *Cybersecurity Risk Assessment Scope*

---

**Perform a Cybersecurity Assessment** using Critical Controls from the Center for Internet Security (CIS) Controls Self-Assessment Tool (CSAT), an online assessment that catalogs maturity based on the 20 Critical Controls. Evaluation methods will include virtual interviews, documentation and configuration reviews, and scan data.

### **Deliver an Executive Summary and Reporting**

- Based on existing risk data and expert opinion that aligns to the CIS Controls
- That provides context on how the Village views cybersecurity risk and the processes in place to manage that risk
- That describes the current cybersecurity posture
- That describes the target state for cybersecurity
- That identifies and prioritizes opportunities for improvement within the context of a continuous and repeatable process

### *Proposed Solution – Our Approach*

---

#### **Our Approach**

UHY traditionally operates in a work stream model, which helps delineate common elements into distinct categories. Our approach will span the IT environment including headquarters and remote locations, any co-location data center facilities, and the local and wide area network. We intend to incorporate the Village's defined critical infrastructure and systems as a part of this scope.

#### **Workstream Breakdown**

UHY will conduct this engagement in three distinct work streams:



The three work streams are further detailed as follows:

### **Workstream 1: Cybersecurity Assessment Framework & Execution Process**

- Prepare to utilize the CIS Controls to allow the Village to:
  1. Describe their current cybersecurity posture
  2. Describe their target state for cybersecurity
  3. Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process
  4. Assess progress toward the target state
  5. Communicate among internal and external stakeholders about cybersecurity risk
- Identify Technology and Business personnel to interview with the Village project sponsors
- Identify policies, procedures, and controls that are currently in place
- Identify processes and systems to assess and understand
- Identify overall schedule and arrange interviews with key personnel
- Confirm key systems, applications, and infrastructure
- Confirm selected control areas and expectations from the CIS Controls that are to be used as guidelines for conducting the assessment

### **Workstream 2: Cybersecurity Maturity Assessment**

- Interview Technology and Business personnel across all in-scope divisions
- Assess in-scope processes and systems against the CIS framework
- Where needed, review additional documentation, diagrams, and/or outputs from critical systems
- Develop high-level risk reduction / remediation recommendations and prioritize
- Develop maturity mapping of each control area

### **Workstream 3: Cybersecurity Risk and Maturity Report & Executive Summary**

- Develop a high-level risk report that highlights largest risk areas and provides actionable recommendations
- Deliver Executive Summary that describes the Village's current and target state cybersecurity posture and prioritizes opportunities for improvement
- Deliver documentation and reports describing methods, results, and recommendations from maturity assessment
- Deliver documentation and reports displaying the Village's security posture

## Key Activities and Deliverables

Core Service Offerings	*Estimated Hours
Cybersecurity Assessment Workshops using CIS Controls and CSAT Tool	16
Assessment Report & Recommendations	8
Cybersecurity Improvements Plan	16
Baseline Incident Response Plan	24
12 Monthly Advisory Sessions (2 hour)	24

## Timing and Deliverables

### Timing

We estimate our assessment services will take three to four weeks to complete and we expect the start date to be in March 2023 but will work with the Village for the most appropriate start date.

### Deliverables

The deliverables at the end of this assessment will include a written and oral presentation that will include details on work performed, including tools used and results obtained, whether positive or negative, in formats appropriate for each audience (such as management level report and technical level report). Wherever needed, we will provide key recommendations to better secure the assets. Additionally, we will debrief key decision makers and influencers as designated by the organization on overall findings.

Upon completion of the analysis, UHY expects to generate the following key deliverables. Wherever possible, technical details, screenshots, or system outputs will be included so that maturity analysis is understandable and remediation activities can be performed with as much data as possible.

Key Deliverables	
<ul style="list-style-type: none"> <li>Written Report</li> </ul>	<ul style="list-style-type: none"> <li>Executive summary of maturity and risk analysis findings</li> <li>Summary of interviews, risk findings, and technical details to support the conclusions reached</li> <li>Recommended improved controls for the identified Critical/High Risk areas to improve maturity and reduce risk</li> <li>Roadmap of recommended order of operations for maturing the cybersecurity posture of the Village</li> <li>Technical details, screenshots, or system outputs will be included so that remediation activities can be performed with as much data as possible</li> </ul>
<ul style="list-style-type: none"> <li>Oral presentation</li> </ul>	<ul style="list-style-type: none"> <li>Outlining analysis findings and recommendations, including tools used and results obtained</li> </ul>

## PHASE 2: VULNERABILITY ASSESSMENT AND PENETRATION TESTING

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As information technology risk and information security experts, UHY understands the complexity and importance of vulnerability assessment and penetration testing, as it provides valuable insight into an organization's security posture. Penetration testing is the next logical step, and sometimes can be the first step, to vulnerability scanning.

Often, an organization might deem the identified systems as non-critical or of little value; however, the penetration testing may reveal that by exploiting a non-critical (or low-value) system, an attacker can pivot from the exploited system into other systems that are important to the organization.

The primary goals of penetration testing are to identify, attempt to compromise, risk-rank, and provide solutions to internal and/or external information security risks. We provide *The Next Level of Service* to your penetration testing by offering the following:

- **Penetration Testing Toolset**

Our senior security team utilizes the most recognized and awarded commercial toolsets available in addition to the most well-respected open-source security tools to perform our testing. The right tools – in the right hands.

- **Veteran Security Team**

The security team is experienced, and each member has years of information security expertise, including offensive and defensive security skills. They are also educators, trainers, and speakers within the information security field and are highly active in the security community.

- **Proper Preparation**

We will take the time to understand the Village's environment and the boundaries, extensions, and relationships of your network. We do not simply ask for a list of IP addresses to test. We look for ways to help reduce the scope of the environment that needs testing.

- **Two-Way Communication**

We consider the answering of your periodic vulnerability, security, or compliance questions to be an important part of our service. We keep an open line of communication with your organization.

- **Proper Debrief**

We do not just 'hand-off' the final report, we ask to properly debrief you on the results so that you understand the vulnerabilities and the risks we have discovered. We will share our knowledge and expertise with the Village, so that personnel and environmental improvements can be made.

- **Risk-Based Approach**

Through years of experience, our security team will always follow a risk-based approach in all security projects including penetration testing. Just because a tool says there is a vulnerability does not always mean you need to do something about it, and vice versa, tools are not the end-all mechanism for determining risk. We will study and evaluate risk from the Village's perspective to give you actionable results that truly matter.

## PROPOSED APPROACH AND METHODOLOGY

### *Testing Scope*

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UHY will perform hardware and application vulnerability assessment and penetration testing for the Village's internal and external IT assets. This testing is requested to help ensure strong security measures are in place to protect the data and assets critical to the Village and to meet compliance requirements and standards of good practice.

### *Proposed Solution – Our Approach*

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This project will be conducted in six phases. For the application components and hardware in scope at the Village, we will identify the device and application specific vulnerabilities and threats. We will perform analysis and testing against those devices and applications determined as targets with the assistance of the Village personnel, and identify, prioritize, and report on the risk identified as well as proposed mitigations.

At UHY, we generally perform our assessments in the following six phases.

1. **Planning:** Rules are identified (IP Ranges, Restricted hosts, Testing Times, Acceptable Testing Techniques, the Village staff needed, etc.), management approval is finalized, and testing goals are set for each task
2. **Discovery:** Active and passive data collection and scanning, interviews and data discovery, and where needed, discovery scanning and vulnerability scanning occur
3. **Vulnerability Analysis:** Discover the flaws in systems and applications, policies, and procedures that can be leveraged by an attacker
4. **Threat Modeling:** Develop a structured plan used to evaluate the strengths, weaknesses, opportunities, and threats involved in the business model
5. **Testing:** Active and passive testing and exploitation is performed. Exploitation and other advanced testing are performed after daily notification to the Village, or as scheduled with the Village
6. **Reporting:** Occurs simultaneously with other phases. An overall risk-ranked testing report is developed identifying and providing guidance on mitigation for discovered weaknesses

For this project, we expect to work with the Village's IT functional employees to complete the necessary testing procedures.

UHY will prepare an Executive Summary Report that will detail the overall findings, themes, and associated recommendations for each project. Specific reporting deliverables will be prepared for each area in accordance with guidance provided by the Village.

## ***Key Activities and Objectives***

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UHY will identify and investigate the vulnerabilities that pose a risk to the Village's information technology infrastructure, environment, and data related to the application and hardware. The penetration test will consider security adequacy, monitoring techniques, and incident response capabilities of the Village.

We believe in forming a team for the Village so that we have both the necessary relationships within the Village to properly use our expertise, and to provide security and assessment services in a way that provides the results required while minimizing the impact to the Village's IT infrastructure and business operations.

Specifically, the technical objectives of our penetration test will be to:

- Identify significant information security vulnerabilities within the infrastructure
- Subject systems in scope to real-world attacks (within limits)
- Determine whether the systems and networks are properly configured to prevent an intruder from gaining entry through potentially sensitive and vulnerable points
- Verify that reasonable IT security measures have been implemented to meet the objectives of availability, integrity, and confidentiality
- Provide actionable and informative reporting for management's decision-making process
- Recommend countermeasures to high-risk vulnerabilities

Throughout the project, we will provide frequent communication with only designated personnel. UHY anticipates working closely with an IT security representative and at least one person in management. We will begin our engagement with a formal kick-off meeting and conclude with a formal closing meeting. During the project, we will provide frequent status updates and have discussions as deemed necessary with the Village's designated team, as well as immediately provide verbal notification of significant vulnerabilities discovered. Weekly status meetings will also be held with the Village's team to review activity to-date and preliminary findings if requested.

## ***Penetration Testing Detailed Methodology***

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### **Step I: Planning**

During the planning phase, UHY will begin to develop the test plan. While penetration tests rely to some extent on the knowledge and innovation of the team members, it is critical to create a well-documented plan to focus on achieving the overall objectives of the test. The plan is a "living" document and will be updated based on detailed information acquired during subsequent phases. During this step, we also gather and organize information to be used during the attack. Such information may include telephone numbers, employee names, organizational structure, and information available on the Internet. Also, efforts will be given to gather information available to the public to simulate what hackers would try to obtain to add realism to the test.

### **Step II: Discovery**

During the discovery step, we try to gather as much information as possible to be utilized when penetrating the target during the vulnerability assessment and testing phases. The more information we can gather during this phase, the more vectors of attacks are available for the future. The information will be obtained from Open-Source Intelligence (OSINT), Cyber Intelligence (CYBINT), and Human Intelligence (HUMINT).

## Step III: Vulnerability Assessment

### *Platform and Application Assessment*

This off-site assessment provides valuable information on the current security posture of the platform and network. The primary goal is to determine what information (confidential or other sensitive data) would be available to hackers if they were to target the platform for intrusion. The fundamental deliverable is information that will facilitate informed decisions regarding risk prioritized in high, medium, and low risk categories and recommended remediation.

- **Scanning Assessment** – UHY conducts scans and assessments to show which IP addresses are responding to external and internal attackers. The process consists of scanning a broad range of TCP and UDP ports for each IP address to identify open ports and to fingerprint services, applications, versions, patch levels and operating systems as well as gathering public information about the organization. We provide recommendations to reduce these threats. UHY reviews these results with the client to communicate which IP addresses require penetration testing.
- **Vulnerability Scanning** – Using the top industry recognized tools such as Nexpose, Nessus, Qualys, and Metasploit Pro amongst other open-source tools, we scan all discovered and responding hosts from the network and host discovery phase to identify all known security vulnerabilities.

## Step IV: Threat Modeling

Threat modeling is a structured approach that enables UHY to identify, quantify, and address the security risks associated with an application or a defined infrastructure. This allows the reviewer to see where the entry points to the application are and the associated threats with each entry point. The threat modeling process can be decomposed into three high level steps:

**Step 1:** Decompose the Infrastructure and/or Applications

**Step 2:** Determine and rank threats

**Step 3:** Determine countermeasures and mitigation

## Step V: Testing

UHY has significant experience with employing sophisticated penetration tools and testing procedures. Our team has a unique understanding and knowledge of conducting penetration tests for various entities, including private, public, and federal. Our security experts are experienced in conducting remote tests of the Internet perimeter, internal systems, and assessing other critical access points including modems and third-party interfaces to “trusted” servicers or business partners.

During this phase of the project, UHY will attempt to exploit discovered vulnerabilities during the vulnerability assessment phase. Additionally, our methodology defines a logical progression to testing events and recognizes the difference in approach to external and internal testing techniques (i.e., where a device sits its natural environment). Our team members are intimately familiar with the typical “tools of the trade” from a security standpoint.



## Penetration Testing

- Perform exhaustive vulnerability assessment from an external and internal un-authorized user perspective for networked systems and devices.
- Verify previously identified potential vulnerabilities by attempting to exploit them. Safeguards are identified to mitigate any security exposures determined.

UHY will communicate to the Village, the status of testing and progress to date as well as the systems that will be targeted during each testing session. Generally, test results shall not be discussed until completion of all test procedures; however, if a significant weakness is identified, the vulnerability shall be brought to the immediate attention of the Village to facilitate immediate corrective action(s). To assist in the facilitation of corrective action(s), the Village will be provided with application-generated reports and screen prints, which shall include successful and unsuccessful testing results. Any system changes because of the observed weaknesses (e.g., system parameters, passwords, access control software settings) shall be processed through the normal change control procedures. Upon completion of the testing, UHY shall provide the Village with an exit briefing that summarizes the results of the testing.

Vulnerability and penetration testing scans are conducted over the Internet and internally using a small remote access device. This is a remote service that requires scanning from a source external to the scan client network and does not require onsite presence to execute. Vulnerability scans and penetration testing are indispensable tools to be used in conjunction with a vulnerability management program. Scans help identify vulnerabilities and misconfigurations of websites, applications, and information technology infrastructures with Internet-facing Internet protocol (IP) addresses. Vulnerability and penetration testing results provide valuable information that supports efficient patch management and other security measures that improve protection against Internet attacks.

Due to the sensitive nature of the testing, specific Rules of Engagement, which will be distributed and discussed prior to testing, are necessary to ensure testing is performed in a manner that minimizes the impact on operations while maximizing the usefulness of the test results. The testing procedures address internal and external threats.

UHY performs testing against the network layer including routers, switches, firewalls, load balancers, embedded devices, and underlying TCP/IP stacks for all systems in scope. Operating systems (OS) are evaluated, as well as those applications running and responding to testing on these devices. This type of testing includes databases, if they are determined to be listening and responding to our probes. Finally, web application testing is also performed against all available web-based applications which may include custom developed, rich applications as well as commercial, embedded web applications such as found on Remote Access Cards or modern printers.

Web application testing, especially for custom developed rich applications, requires significant testing due to the large number of potential vulnerabilities. Web application frameworks, application programming interfaces (APIs), poor coding techniques, logic flaws, and other mechanisms can all provide an attacker enough information or ability to compromise a system.

UHY follows current industry accepted testing techniques to attempt to discover and exploit these flaws. UHY's methodology and toolset provides coverage of the SANS Top 25 and OWASP Top 10 web application vulnerabilities. Web application testing specifically includes, but is not limited to, those areas designated by the PCI DSS assessment procedures including Injection Flaws, Buffer Overflows, Insecure Cryptographic Storage, Insecure Communications, Improper Error Handling, Cross-Site Scripting (XSS), Improper Access Control, and Cross-Site Request Forgery (CSRF).

Many web application testing techniques require manual manipulation of the browser and the data that is sent to web application. Manual testing is also utilized to determine logic flaws within applications as well as access control bypass testing. A large portion of testing time, on any web application penetration testing assessment, is spent on manual testing techniques. When possible, UHY utilizes testing tools to automate repetitive tasks and search for known vulnerabilities.

## Step VI: Reporting

- **Develop and Present Reports** – UHY typically produces two different reports for business management and technical employees. We will produce a management report that will summarize the business impact of discovered vulnerabilities. This report will provide clear language for upper management to understand the threats and impacts to the organization. We will also compile a detailed report containing results of our findings and recommendations for remediation of any identified weaknesses. The report will cover each area of the project and can be used to document efforts to improve security and realize compliance. Reports can be separated by asset, network, or agency as needed. Architectural vulnerabilities along with an assessment of the current security performance and capabilities will be included in this report.
- **Description and Remediation** – In addition to the severity level, every instance will have an explanation of the vulnerability that exists. This explanation describes the potential of a breach utilizing the vulnerability and the risks associated with failing to address it. Finally, but most importantly, each instance will come with a recommended fix. Each recommended fix will have detailed instructions on how to rectify the vulnerability that has been identified.

## Timing and Deliverables

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### Timing

The proposed timeline for the vulnerability scanning and penetration testing procedure is anticipated to be around April or May 2023 subsequent to the CSAT assessment. The objectives, timing, and deliverables for each project phase will be finalized with each group based upon their specific needs.

### Deliverables

Upon completion of the task, UHY will provide the Village:

- Documentation describing methods used to compromise the platform
- Prioritized and practical recommendations for findings related to the weaknesses and vulnerabilities discovered during the assessment
- Remediation planning documents in coordination with the Village's representative
- Complete documentation of the testing process including technical and executive summaries

Our reporting will include an executive summary and technical analysis appropriate for each audience reviewing. Executive Summary language uses non-technical language and presents the results in context of business risk. Technical results include not only the issues identified, but recommended solutions as well to correct the deficiency. All results are stored and transmitted in encrypted format based upon preferences from the client. Additionally, post remediation by the Village's team, UHY will update or generate new reports summarizing the remediation efforts (if any) and the updated risk scores based upon retesting results.

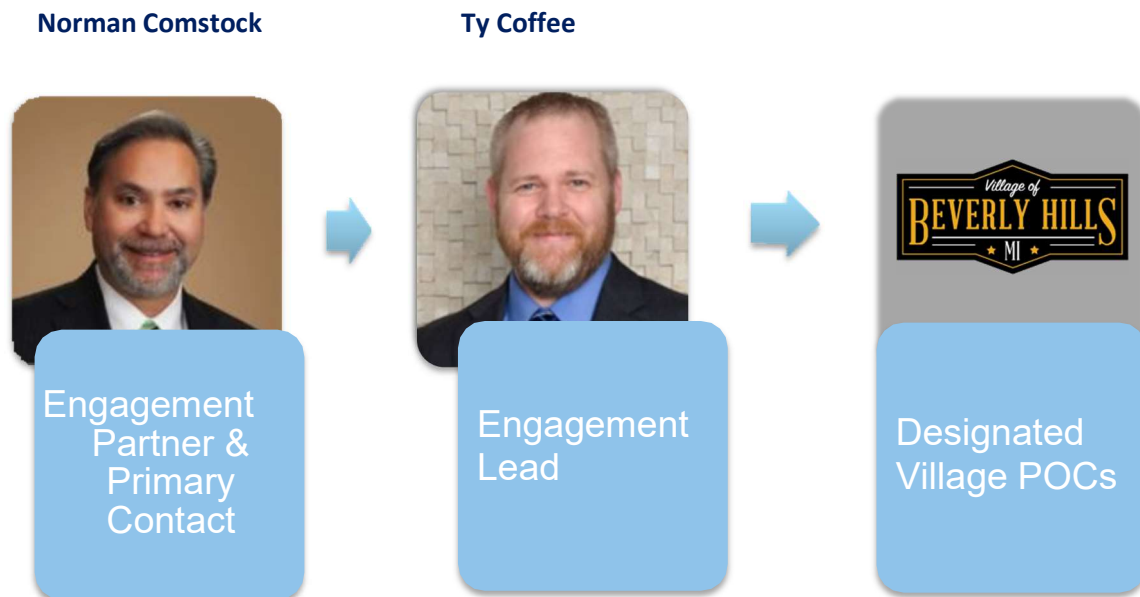
### III. Governance, Staffing, and Project Structure

We propose a joint team of UHY and the Village's resources to deliver the project. Our proposed UHY project team consists of professionals with relevant technology and industry experience that have performed similar efforts. UHY will provide the requisite resources as necessary to complete all interviews, review, and reporting requirements. Where possible, UHY will work with all available resources to ensure consistency in the Village's procedures and reporting requirements as well as provide the ability for UHY to pass along knowledge of the overall risk assessment and maturity evaluation process.

The UHY consulting team believes that a successful engagement requires a project team who can work with your executives, department heads, and managers as peers and advisors, not simply consultants. To achieve this, we staff our engagements with an emphasis on deep expertise in each functional area. Many consulting firms have high-cost structures and are therefore compelled to staff their projects with junior, less expensive resources. UHY's low-cost structure, including the fact we are not a public company, allows us to field an experienced team on all our projects.

We are committed to staffing a project team with department-specific Subject Matter Experts (SMEs) and senior performance improvement professionals. Our consultants have the skills, experience, and credibility to achieve the complex and scope described in this proposal. UHY will not use any third-party subcontractors for this project.

The proposed deliverable team is expected to look like the following, with the following roles and responsibilities:



Roles	Responsibilities
Engagement Partner	<ul style="list-style-type: none"> <li>Provides client specific guidance around technology and process environment; Primary Contact for Village of Beverly Hills</li> </ul>
Engagement Lead	<ul style="list-style-type: none"> <li>Overall responsibility for the execution of the engagement</li> <li>Reviews and QA project deliverables</li> <li>Provides overall project direction and leadership</li> <li>Provides subject matter expertise</li> <li>Technical SME and leads assessment gap analysis and prioritization of recommendations</li> <li>Defines the approach for establishing cybersecurity risk assessment methodology, risk assessment, dashboard, and training</li> <li>Leads pilot risk assessments</li> <li>Works with personnel to finalize and publish methodology, roadmap, dashboard, and risk assessment</li> <li>Provides weekly status reports</li> </ul>
Risk Analysts	<ul style="list-style-type: none"> <li>Gather existing documents and review policies / guidelines to define current process</li> <li>Analyze gaps and develop cybersecurity risk assessment methodology</li> <li>Work with UHY personnel to document methodology, roadmap, dashboard, and risk assessment reports</li> </ul>
Process Analysts	<ul style="list-style-type: none"> <li>Gather existing documents and review policies / guidelines to define current state</li> <li>Analyze gap analysis of the cybersecurity risk assessment process and enhance the process</li> <li>Develop recommendations and implementation roadmap for cybersecurity risk assessments</li> <li>Perform gap analysis and develop cybersecurity risk assessment methodology</li> <li>Work with UHY personnel to document methodology, roadmap, dashboard, and risk assessment reports</li> <li>Support the risk assessments</li> </ul>

## IV. Fees

### A. FEE SCHEDULE

UHY is committed to providing the Village with excellent quality service at a reasonable fee. The fee table below is based on the information provided to UHY as of the date of this document and our experience working with similar municipalities. Moreover, the fees below reflect the strong level of investment that UHY is willing to make with the Village and our goal of developing a long-term mutually beneficial business relationship.

The fixed fees for the Cybersecurity Risk Assessment and Penetration Testing services are based upon a blended rate for all UHY resources.

Description	SOW Item	Fees
Cybersecurity Risk Assessment - CSAT	1 e-h, 2-6, 8-10	\$18,500
Conduct Vulnerability Assessment & Penetration Testing (VAPT) – includes wireless network	1 b-d, 7	\$14,800
Conduct Cloud Infrastructure Vulnerability Assessment	1 a	\$7,400
General Advisory Services: <ul style="list-style-type: none"> <li>• Senior Consultant</li> <li>• Manager</li> <li>• Senior Manager/Principal</li> </ul>	11	\$150/hr \$200/hr \$300/hr

### Travel and Expenses

We do not anticipate travel expenses. If required, travel expenses will be in addition to the professional fees and UHY will be reimbursed for actual out-of-pocket expenses incurred in performing the consulting services. All travel and expenses will be approved by the Village prior to incurring. Wherever possible, UHY will utilize discounts and recommendations of the Village to minimize these expenses.

We believe that these fees represent an outstanding value for the quality of services you desire. Our professional fees are based on the engagement assumptions documented within this proposal.

UHY will work with you to establish an agreed upon schedule and start date for this service.

## V. Assumptions

The following assumptions apply to the delivery of services under the conditions of this proposal and SOW:

- UHY is engaged to provide advisory services only. UHY will not perform any management functions or make management decisions on behalf of the Village.
- The Village, as well as any applicable third-party associates, will provide UHY with reasonable and timely access to relevant personnel, documents, and information as requested throughout the engagement. The Village understands that delays may be incurred if access to documentation or identified personnel is not forthcoming.
- The Village will provide UHY personnel with reasonable and appropriate access to facilities and workspaces for the delivery of this project, including access to physical facilities, necessary identification and badging, access to physical workspaces sufficient for the UHY team, and access to communication resources such as telephones, internal networks, and Internet access.
- The Village will provide UHY with responses to queries, questions, and requests for further information in a timely and efficient manner. The Village understands that delays may be incurred if queries, questions, or requests for information are not responded to appropriately.
- The Village is understood to have the right, responsibility, and capability to provide UHY with access to the applicable IT assets for the purposes of review and assessment.
- The Village's personnel will review, provide feedback, and approve key deliverables in a reasonable and timely manner throughout the engagement. The Village understands that delays may be incurred if review and approval is not provided. UHY may, at its discretion, consider key deliverables approved and accepted automatically if review and approval is not obtained by mutually defined deadlines and milestones.
- The Village will be responsible for internal coordination and obtaining alignment and approval of required internal stakeholders. UHY understands that the Village has obtained Village Council approval and the approval of other internal stakeholders, including the information security program team, to achieve the outcomes proposed here. The Village understands that delays may be incurred, if necessary, alignment and approvals have not been coordinated or obtained.
- The Village will be responsible for the implementation of any recommendation made by UHY during this project and within UHY's final project deliverables.
- Based on our experience, issues sometimes arise that require procedures beyond what was initially anticipated. If this or changes to the existing assumptions should occur, we will discuss it with you prior to incurring any additional fees or performing any additional work.
- The Village will retain the deliverables provided by UHY for this project for internal use only. The Village will not redistribute, reuse, sell, or disseminate these deliverables to other parties without the approval and permission of UHY.
- The Village will only use any advice, report or work product produced by UHY for making its own internal business decisions and none of the services provided will constitute any legal, investment, or accounting opinion or advice.



## VI. References

Municipal References	Point of Contact	Address	Phone Number	E-Mail Address
City of Wixom	Mr. Drew Benson, Assistant City Manager & Director of Economic Development	49045 Pontiac Trail Wixom, MI 48393	248-624-3280	DBenson@wixomgov.org
Bloomfield Charter Township	Mr. Jason Theis, Finance Director	4200 Telegraph Road Bloomfield Twp, MI 48303	248-433-7712	JTheis@bloomfieldtwp.org
City of Hazel Park	Mr. Edward Klobucher, City Manager	111 East Nine Mile Road Hazel Park, MI 48030	248-546-4060	EKlobucher@hazelpark.org

## VII. Key Personnel and Their Relevant Experience

### NORMAN COMSTOCK

Managing Director and Information Technology Expert		
Norman Comstock		<ul style="list-style-type: none"> <li>▪ Project Role – Engagement Partner</li> <li>▪ 25+ years in strategic consulting services</li> <li>▪ Information Technology Governance and Technology Assurance</li> <li>▪ Global cross-industry experience</li> </ul>

Norman advises clients on enterprise risk management, information technology governance, technology assurance, program management, and cybersecurity. Norman has experience leading complex, high-profile projects and initiatives for investment due diligence, integration, divestitures, and program management for high-risk, multiyear, multi-vendor projects. He has advised clients across diverse industries and geographies including state, local, and federal governments, construction, energy, financial services, healthcare, higher education, high technology, and manufacturing.

Norman specializes in cybersecurity risk mitigation. He has advised clients on network and application vulnerabilities, penetration testing, social engineering exploits, and growing compliance requirements that blur the lines between security and privacy concerns.

Norman has been a lecturer at the University of Houston's C.T. Bauer School of Business since January 2007. He teaches courses in Business Ethics, Advanced Internal Audit, and Governance Risk and Compliance. He also served on Microsoft's Business Intelligence Advisory Council in 2001 and 2002 and is an alumnus instructor of The Data Warehousing Institute.

Norman was previously president of a professional services firm, director of a Finance and Accounting practice, and a principal providing technology and management consulting services to Fortune 1000 companies.

Norman's certifications and designations include Certified Internal Auditor (CIA), Certified in Control Self-Assessment (CCSA), Certified in Risk Management Assurance (CRMA), Certified Information Systems Auditor (CISA), Certified Information Systems Security Professional (CISSP), Certified in the Governance of Enterprise IT (CGEIT), Qualified Security Assessor (QSA), Approved Scanner Vendor (ASV), and HITRUST Certified Common Security Framework Assessor (CCSFA).

#### EDUCATION

- University of St. Thomas, Master of International Business
- University of St. Thomas, MBA, Marketing
- University of Houston, BBA, Accounting

## TY COFFEE

Principal and Information Technology Expert		
Ty Coffee		<ul style="list-style-type: none"><li>▪ Project Role – Process Analyst</li><li>▪ 18+ years in Information Technology &amp; Security Consulting</li><li>▪ Areas of Expertise: Information Technology, Manufacturing, Financial Services</li><li>▪ Global cross-industry experience</li></ul>

Ty Coffee brings over 18 years of experience managing, performing, and delivering information technology security solutions. This experience includes technology risk management, IT auditing, IT security assessments, internal auditing, attack-and-penetration testing services, and security analysis in domestic and global entities in the government, energy, technology, financial, and manufacturing industries.

Ty is skilled in designing, assessing, and testing against multiple security standards and frameworks, including ISO 27001/27002, Payment Card Industry Data Security Standard (PCI DSS), COBIT, and the National Institute of Standards and Technology (NIST). He also assists clients in implementing internal control frameworks and risk assessment methodologies in regard to various regulations by identifying applicable controls and documenting the gaps between in place controls and the applicable controls.

Ty has considerable experience within the information security and auditing/assessment niche. He has knowledge and background in client/server environments, mainframes, and databases, as well as application and hardware experience. He also has experience communicating with and between executive leadership and technical teams regarding understanding of risk.

### EDUCATION

- Texas A&M University, BBA, Accounting
- Texas A&M University, MBA, MIS

### KEY CERTIFICATIONS

- Certified Information Systems Auditor (CISA)

## JOE SMITH

### Senior Manager and Information Security Expert

Joe Smith



- Project Role – Risk Analyst
- 12+ years in Information Technology consulting services
- Information Technology and Data Analytics
- Global cross-industry experience

Joe has over 12 years of experience with a myriad of experience in the field of information security. Joe has experience in assessing risk management and conducting vulnerability and penetration testing assessments. He is adept at performing social engineering, penetration testing, open-source intelligence gathering, physical penetration, and phishing/vishing campaigns. Joe has multiple years of experience developing and implementing penetration testing teams in both the public and private sector.

Joe is experienced in designing, assessing, and testing against multiple security standards and frameworks, including ISO 27001/27002, Payment Card Industry Data Security Standard (PCI DSS), COBIT, and the National Institute of Standards and Technology (NIST). He has designed security management solutions for multi-national corporations and federal agencies.

### PROFESSIONAL EXPERIENCE

- Lead Penetration Tester at USDA – Cybersecurity
- Lead Auditor at Freddy Mac – Risk Services
- Lead Penetration Tester at SBA - Cybersecurity

### KEY CERTIFICATIONS

- Certified Information Systems Security Professional (CISSP)
- CompTIA Advanced Security Practitioner (CASP)
- Certified Ethical Hacker (CEH)

## VIII. UHY Consulting Overview

UHY Consulting's Technology Advisory employees act as a trusted advisor for organizations requiring independent, experienced guidance on the secure, manageable, and effective delivery of information technology services.

### OUR PRACTICE AREAS

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#### Enterprise Security and Risk Management

For many organizations, the greatest security risk the enterprise faces are a weak or insufficient approach to risk management. While technology infrastructures are often highly sophisticated, subject to planning and regular evaluation, the assessment and management of security risks to those architectures remains unsophisticated and unscientific. Even in robust security risk management programs, risk is often siloed with technology and controls and does not align to enterprise risk management or enterprise business strategy.

UHY enterprise security professionals focus on gaining a detailed understanding of an organization's objectives, technology infrastructure, and data, and the risks and threats specifically associated with your environment. Security solutions are tailored to provide an implementation strategy that is unique to the business. Our experts have been in the information security field for more than 15 years and understand both defensive and offensive security.

Technology consulting services cover the range of security lifecycle components, including design, implementation, assessment, remediation, management, evaluation, and assurance and can take the form of:

- Security Program Strategy
- Security Architecture
- Information Governance and Privacy Support
- Security Operations
- Application Security
- Forensic Support
- Risk Assessments
- PCI Assessments
- HITRUST Support
- ISO 27001/27002
- FISMA Assessments
- Penetration Testing
- Vulnerability Assessments
- SSAE 18 Readiness Reviews
- Identity Management (IdM) Strategy and Implementation

## IT Strategy and Governance

UHY believes that every world-class program and leadership team succeeds by defining and executing on formal strategic objectives. UHY defines “strategy” as the collaborative work leaders do to get what they strategically desire. This definition conveys strategy as (1) something that leaders achieve with others, (2) a broad cluster of activities by which leaders identify and assess opportunities, then configure and mobilize resources to capitalize on them, and (3) an imperative through which the organization changes to realize value inherent in the strategy.

UHY’s experts have decades of experience in guiding organizations through the most difficult strategic IT issues. Excellence in execution of strategy is often the difference between a failed project and a successful one, and UHY experts emphasize the leadership experience and support to ensure strategic success and value realization.

UHY’s IT Strategy services are grounded in a broad, modern approach that recognizes that IT is part of the business ecosystem and must balance operational excellence with innovative forward thinking. Challenges arise due to the very different nature of the two types of activities, and IT functions must be structured and managed with that in mind.

UHY’s experts assist organizations in defining and building their IT capabilities, no matter where they are on the maturity curve.

Services offered include:

- Strategic Planning & Business Alignment
- IT Service Management
- IT Benchmarking
- Acquisition & Integration Planning
- IT Effectiveness & Right Sourcing
- Risk Management
- Talent Management
- Change Management
- Interim/Fractional Executive Service



## **Program and Project Management**

In addition to leadership and governance, successful IT initiatives must be properly managed at the program and project level. UHY's experts have decades of experience in managing successful IT projects and programs from architecture design to software implementation, to operations and assessments. Our experts and consultants can guide organizations through the most difficult IT issues, with a level of excellence in execution that can mean the difference between a failed project and a successful one.

UHY's program and project management services provide leadership and oversight to organizations and facilitate driving projects to success. Our experts support client-structured projects, programs, and organizational initiatives by measuring and improving performance, and managing initiatives to be optimally efficient and drive the desired results.

Services include:

- Project Management Office Setup
- Software Selection
- Program Development Controls Implementation
- Detailed Requirements Definition
- Develop RFP & Business Case
- Project Planning
- Project Coordination
- Implementation Management
- System Testing
- Quality Assurance Reviews
- Enterprise Solutions Services
- SAP, PeopleSoft, MS Dynamics, Oracle Project Management
- Troubled & Runaway Project Remediation
- Process Review and Gap Analysis
- Maximizing Investment from Legacy Systems
- Supply Chain Intelligence

### **Data Analytics & Architecture**

Big Data is not just a term of art, but a reflection of today's reality. Organizations are creating, moving, storing, and analyzing more data than ever before, and this trend will continue indefinitely. Disparate sources of unconnected data can quickly overwhelm an organization's ability to comprehend, and much valuable information and insight can go unseen, resulting in lost opportunities and missed warnings.

UHY's experts assist organizations in structuring data repositories and the supporting functions to maximize their usefulness, availability, and security. An organization's data is its lifeblood. UHY creates integrated data strategies that recognize that the data is at its most useful when it is highly available, richly enhanced, diligently maintained, carefully catalogued, and related to other relevant data.

Services include:

- Data Acquisition
- Data Hygiene Analysis
- Data Normalization
- Data Migration
- Data Governance
- Records Management
- Privacy Management
- Query and Algorithm Development
- Reporting & Presentation
- Dashboard Development
- Visualization



## Conclusion

We would like to express our appreciation for your consideration of UHY for your cybersecurity needs. We hope that our proposal conveys our enthusiasm to provide these services to the Village. We are confident that we can provide the high-quality, professional services that you are seeking at a reasonable fee.

We want to be a strategic resource for the Village, a firm that answers your questions and provides advice related to the tough issues facing our clients today. We pride ourselves on being proactive and strategic rather than reactive.

The Village will enjoy superior service delivered by a team of professionals who are dedicated to managing your account on an ongoing basis. Deadlines will be met, staff will remain consistent, and your organization will have access to an experienced team to maintain all your cybersecurity needs.

## **IX. Notice of Conflicts of Interest**

UHY does not currently represent, and to the best of our knowledge, has not represented any client where representation may conflict with our ability to serve as the Vendor for the Village of Beverly Hills.

UHY does not represent any real estate developers doing business with or anticipating doing business with the Village of Beverly Hills.

UHY does not currently represent any other local units of government having jurisdiction within, or contiguous to the Village of Beverly Hills.

UHY Consulting will consult with the Village Manager, UHY General Counsel, and its Regional Managing Directors to identify and resolve conflicts of interest.

**X. State of Michigan notice of contract available to  
MiDEAL members - 210000000308**



**STATE OF MICHIGAN PROCUREMENT**  
Department of Technology Management and Budget  
525 W. Allegan 1<sup>st</sup> Floor, Lansing, MI 48913  
P.O. BOX 30026 Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **210000000308**  
between  
THE STATE OF MICHIGAN  
and

<b>CONTRACTOR</b>	UHY LLP
	27725 Stansbury Blvd. Suite 200
	Farmington Hills, MI 48334
	Edward J. Plawecki, Jr.
	248-204-9461
	eplawecki@uhy-us.com
	CV0022540

<b>STATE</b>	Program Manager	Derek Larson	DTMB
		517-241-6606	
	Contract Administrator	LarsonD4@michigan.gov	
		Steven Motz	DTMB
		517-331-6086	
		Motzs1@michigan.gov	

CONTRACT SUMMARY			
<b>DESCRIPTION: Independent Cyber Assessment Services for Local Entities</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
1/25/2021	1/24/2026	5 - 1 Year	N/A
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of our inquiring RFP No. 200000001673. Orders for delivery will be issued directly by Departments through the issuance of a Delivery Order Form.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$1.00</b>





# STATE OF MICHIGAN

## STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and UHY LLP ("**Contractor**"), a Michigan Company. This Contract is effective on **January 25, 2021** ("**Effective Date**"), and unless terminated, expires on **January 24, 2026**.

This Contract may be renewed for up to **five (5)** additional **one (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 Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 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 actually 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:
Steve Motz 525 W. Allegan St., 1 <sup>ST</sup> FLR. NE Lansing, MI 48909 <a href="mailto:Motzs1@michigan.gov">Motzs1@michigan.gov</a> 517-331-6086	Edward J. Plawecki, Jr. 27725 Stansbury Blvd, Suite 200 Farmington Hills, MI 48334 <a href="mailto:eplawecki@uhy-us.com">eplawecki@uhy-us.com</a> 248-204-9461

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

If to State:	If to Contractor:
Steve Motz 525 W. Allegan St., 1 <sup>ST</sup> FLR. NE Lansing, MI 48909 <a href="mailto:Motzs1@michigan.gov">Motzs1@michigan.gov</a> 517-331-6086	Edward J. Plawecki, Jr. 27725 Stansbury Blvd, Suite 200 Farmington Hills, MI 48334 <a href="mailto:eplawecki@uhy-us.com">eplawecki@uhy-us.com</a> 248-204-9461

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Derek Larson 7119 S Canal Rd, Lansing, MI 48917 <a href="mailto:LarsonD4@michigan.gov">LarsonD4@michigan.gov</a> 517-241-6606	Marlene J. Beach 27725 Stansbury Blvd, Suite 200 Farmington Hills, MI 48334 <a href="mailto:mbeach@uhy-us.com">mbeach@uhy-us.com</a> 248-204-9427

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	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 2010 07 04 and CG 2037 07 04.
<b>Automobile Liability Insurance</b>	
If a motor vehicle is used in the performance of the Contract, Contractor must maintain motor vehicle liability coverage for bodily injury and property damage, as required by law, for the term of the Contract.	
<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Privacy and Security Liability (Cyber Liability) Insurance</b>	

<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section 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).

7. **Administrative Fee and Reporting.** Contractor must pay an **administrative fee of 1%** on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card:

**State of MI Admin Fees:** <https://www.thepayplace.com/mi/dtmb/adminfee>

**State of MI MiDEAL Fees:** <https://www.thepayplace.com/mi/dtmb/midealfee>

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.

8. **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](http://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.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. 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. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** 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. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior 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 party. 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.
14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State 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.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

**17. RESERVED**

**18. RESERVED**

**19. RESERVED**

- 20. Terms of Payment.** 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 Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices 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.

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 Contract Activities. 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.

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. 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.

- 21. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A. Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$500 and an additional \$1,000 per day for each day Contractor fails to remedy the late or improper completion of the Work in Exhibit A and SOW requirements.
- 22. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract

or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- 23. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the 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 Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities 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. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. 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.

- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 26. 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 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 breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's 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. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, 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.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
28. **Limitation of Liability and Disclaimer of Damages. 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.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **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 subcontractor, or an officer or director of Contractor or 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: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) 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.
30. **RESERVED.**
31. **State Data.**
  - a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, 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, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. 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. This Section survives the termination of this Contract.
  - b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract



Activities. 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 Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, 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. This Section survives the termination of this Contract.

- c. Extraction of State Data. Contractor must, within five (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 the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. 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 suspected to compromise the security, confidentiality, or integrity 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 twenty-four (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 five (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 twenty-four (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 ten (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. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 31** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.
- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of

a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

**32. 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. The provisions of this Section survive the termination of this Contract.

- a. 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 by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. 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 a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. 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 and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. 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.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, 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; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from

the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**33. Data Privacy and Information Security.**

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, 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 State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. 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 State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. 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 Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, 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. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. 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.

**34. RESERVED**

**35. RESERVED**

- 36. Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify 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 the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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 Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any 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 the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 37. Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights

necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) 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. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **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; 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 subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **RESERVED.**
41. **RESERVED.**
42. **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 (as defined in Executive Directive 2019-09), 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 this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **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 Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. **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 makes a determination 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.

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

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

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

<b>Schedule A</b>	Statement of Work
<b>Schedule B</b>	Pricing
<b>Exhibit 1</b>	Request for Cyber Assessment Service Request for Quote (RFQ)
<b>Exhibit 2</b>	Document Samples/Attachments

51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. **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.

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

54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract 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.

## Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

- 1. Federally Assisted Construction Contracts.** If this contract is a “federally assisted construction contract” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **2. Davis-Bacon Act (Prevailing Wage)**

- a. If applicable, the Contractor (and its Subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. The Contractor (and its Subcontractors) shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and the laborers and mechanics;
- c. The Contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work;
- d. There may be withheld from the Contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractors or their agents.

## **3. Copeland "Anti-Kickback" Act.** If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## **4. Contract Work Hours and Safety Standards Act.** If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

## **5. Rights to Inventions Made Under a Contract or Agreement.** If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **6. Clean Air Act.** If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

## **7. Debarment and Suspension.** A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred,



suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. **Byrd Anti-Lobbying Amendment.** If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).
9. **Procurement of Recovered Materials.** Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The Contractor, hereby certifies to the best of his or her knowledge and belief that:
  - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
  - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the Contractor must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
  - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

\_\_\_\_\_

Date: \_\_\_\_\_

# STATE OF MICHIGAN

Contract No. 210000000308

## Independent Cyber Assessment for Local Entities in Michigan

### SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

#### BACKGROUND

This is a Contract for Independent Cyber Assessment Services for local public entities in Michigan. This Contract is available to local public entities through the State of Michigan's MiDEAL program which will fast-track their ability to get needed cybersecurity assessment services. This is one of multiple optional use Cyber Assessment Services contracts that are available to MiDEAL members throughout the State.

Through this Contract, the State of Michigan and local partners seek to improve the cybersecurity posture of local public entities in Michigan by using a common cybersecurity framework. This includes cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals. The CIS Controls will be the selected nationally recognized framework for the purposes of this Contract. The State of Michigan has pre-qualified multiple vendors through a competitive RFP process and each awarded contract is available through the MiDEAL program. A local public entity can contract with any of the vendors selected through the competitive RFP to provide assessment, planning, and coaching services using the CIS Controls.

For additional information on these contracts, please see [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners).

The goals of this statewide initiative include:

- Guide the improvement of cyber posture of local entities across Michigan through risk-based assessment and planning.
- Provide standard assessment methodology and outputs in order to:
  - Create a common language about cybersecurity
  - Create opportunities for ongoing collaboration
- Provide local entities a choice in selecting an appropriate assessor.
- Through this work, we will continue to build public private collaboration in cybersecurity.

Contracts with local entities are expected to be an annual agreement with the option to renew. The assessors will conduct an initial assessment and engage with the local entity throughout the year to guide the improvement of the local entity's cybersecurity posture.

The State reserves the right to recompet at its sole discretion to add additional vendors to this prequalification program. Existing contractors will not be required to submit new proposals during recompet until all option years of this Contract have been exhausted.

#### **SCOPE AND REQUIREMENTS**

##### **Independent Assessors**

Vendors conducting cybersecurity assessments under this agreement shall act as independent assessors:

- Provide an independent lens on the contracting entity's cyber posture using the CIS Controls Implementation Group 1.
- Make recommendations on implementation or improvement of cyber posture that are in the best interest of the contracting entity.

##### **Common Cybersecurity Framework – CIS Controls**

The cybersecurity assessment shall be conducted using the CIS 20 Controls, which are developed and maintained by the Center for Internet Security. The assessment will use the Controls Self-Assessment (CSAT) tool and focus initially on the Controls Implementation Group 1 which focuses on cyber hygiene.

- CIS Controls: <https://www.cisecurity.org/controls>
- Controls Self-Assessment Tool (CSAT): <https://www.cisecurity.org/blog/cis-csat-free-tool-assessing-implementation-of-cis-controls/>
- Contracting Entity will register themselves and add Contractor to their assessment account.  
<https://csat.cisecurity.org/accounts/signup/>

## 1. General Requirements

### A. Core Service Offering Deliverables (Price in Schedule B)

The Contractor shall perform all Core Service Offering Deliverables as part of the engagement:

	Core Service Offering Deliverables	References and Sample Documents
1	On-site cybersecurity assessment jointly completed by an independent assessor and local entity staff using the CIS Controls Self-Assessment Tool (CSAT).	Contracting Entity will register themselves and add Contractor to their assessment account. <a href="https://www.cisecurity.org/blog/cis-csat-free-tool-assessing-implementation-of-cis-controls/">https://www.cisecurity.org/blog/cis-csat-free-tool-assessing-implementation-of-cis-controls/</a>
2	Current-state report (based on CSAT) to the local public entity's leadership identifying the overall assessment results including most important vulnerabilities and recommended next steps.	Vendor will use sample attachment or equivalent format/template. See <b>Exhibit 2, Attachment 3</b> – SAMPLE CIS Controls IG 1 Assessment and Plan and <b>Exhibit 2, Attachment 1</b> – SAMPLE CSAT Assessment Report.
3	Annual Cybersecurity Improvement Plan that identifies priority actions to complete in the coming 12 months and other priority activities that have a longer time horizon.	Vendor will use sample attachment or equivalent format/template. See <b>Exhibit 2, Attachment 3</b> – SAMPLE CIS Controls IG 1 Assessment and Plan and <b>Exhibit 2, Attachment 1</b> – SAMPLE CSAT Assessment Report.
4	Ensure that local entity has an effective basic cyber incident response plan. A sample incident response plan is included as part of this RFP	Vendor will use sample attachment or equivalent format/template. (See <b>Exhibit 2, Attachment 2</b> – SAMPLE Cyber Incident Response Plan).
5	Monthly one-hour telephone/online or in-person consultation to provide ongoing coaching and consulting regarding understanding of and implementation of cybersecurity improvements.	Teleconference tools by mutual agreement of vendor and Contracting Entity.
6	End of year assessment update using CSAT which identifies progress made towards improving priority items identified in initial assessment and items remaining to be addressed.	Provide updated versions of reports provided in items 1, 2, and 3 noting improvements made in the preceding 12 months.

### Exhibit 1 - Request for Cyber Assessment Service Request for Quote (RFQ)

The Request for Quote (RFQ) form will be used by the local public entity to request services from one or more qualified contractor(s). Contractors who receive this RFQ will be required to respond to the RFQ. The State Program Manager may approve updates to the RFQ template at any point and will provide this updated RFQ template to MiDEAL members and contractors. The latest RFQ template will be available on [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners).

### Exhibit 2 - Document Samples/Attachments

The following sample documents have been provided for reference. The idea is for the Contractor to use these as-is, as starting points, or improve for use. The State will use feedback on these templates to make future improvements in and will republish best practice templates periodically on [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners). The intent of providing these samples is to create common formats and common language around cybersecurity controls to further promote partnerships and collaboration between local public entities.

- [Center for Internet Security Controls Self-Assessment Tool](#)  
Free online platform that organizations can use to conduct, track and assess their implementation of the CIS Controls.
- **Attachment 1 - SAMPLE CSAT Assessment Report**  
Sample Microsoft Word format report and annual plan to a local public entity that highlights current state of implementation of applicable CIS Controls and recommended next steps.
- **Attachment 2 – SAMPLE Cyber Incident Response Plan**  
Sample Microsoft Word format cyber incident response plan that can be modified for use by a local public entity.
- **Attachment 3 - SAMPLE CIS Controls IG 1 Assessment and Plan**  
Sample Microsoft Excel spreadsheet with CIS Controls with modifications to allow capture of Controls in Place, Controls Recommended/Planned, and Notes. Intended as a note-taking companion to the CSAT.

### B. Optional Service Offerings (Priced separately in Schedule B)

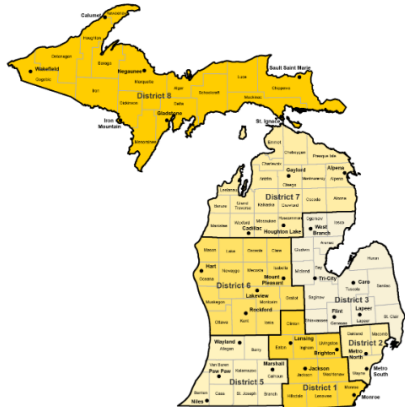
These additional services are available through the Contract.

	<b>Optional Deliverables</b>
1	General Advisory Services on a time and materials basis.
2	Assessment and planning for CIS Controls/Sub Controls in Implementation Groups 2 and 3.
3	Assistance with audits or compliance requirements that are present at the local entity based on business practices. (CJIS, PCI, HIPAA, IRS-1075, FERPA, etc...)
4	Conduct Penetration Test
5	Conduct Infrastructure Vulnerability Scan
6	Conduct Security Tool Evaluation
7	Conduct Security Tool Assessment and Rationalization
8	Conduct Physical Security Assessment
9	Implement a Security information and event management (SIEM) Platform
10	Implement a Vulnerability Scanning Platform
11	Implement a Data Loss Prevention (DLP) Platform
12	Implement an Endpoint Detection & Response (EDR) Platform
13	Implement Intrusion Protection (IDS/IPS) Solution
14	Implement Web Content Filtering
15	Implement Next Generation Firewall(s)

### C. Service Area – Districts

The Contractor must be able to provide On-Site Security in Michigan. Indicate regions you will serve in the table below. See attached map of regions. [https://www.michigan.gov/msp/0,4643,7-123-1878\\_63868\\_63877---,00.html](https://www.michigan.gov/msp/0,4643,7-123-1878_63868_63877---,00.html)

All work must be performed within the USA and the State prefers that remote work be performed in Michigan

		<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>	<b>District 5</b>	<b>District 6</b>	<b>District 7</b>	<b>District 8</b>
	Onsite Offered	X	X	X	X	X	X	X	X
	Remote Offered	X	X	X	X	X	X	X	X

### D. Local Government Responsibilities

Prior to engaging in an assessment, each local entity will need to provide information to vendors and agree to make key staff available to participate in the Cybersecurity assessment Workshop. Local public entity will use the Request for Cybersecurity Assessment form. See (**Exhibit 1**- Request for Cyber Assessment Service RFQ)

#### 1. RESERVED

#### 2. Services Levels

##### 2.1. Request for Quote Response Time

The Contractor must be able to respond to a Request for Quote (RFQ) within 14 calendar days.

##### 2.2. Resource Deployment Time Frame

The Contractor must deploy resources after award recommendation by the Contracting Entity within 30 calendar days of order date.

#### 3. Acceptance

### 3.1. Acceptance Criteria

See Section 16, Acceptance, of the Standard Contract Terms.

## 4. Staffing

### 4.1. Contractor Representative

The Contract shall appoint a representative (may be one of the two positions listed identified in Section 4.3 below) who will be responsible for responding to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

### 4.2. Work Hours

The Contractor must provide Contract Activities during the normal working hours of the Contracting Entity. These are anticipated to occur Monday – Friday, 7:00 a.m. to 6:00 p.m. EST, with some variation by each location.

### 4.3. Key Personnel

The Contractor must appoint the following individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). The key resources will be assigned for each Contracting Entity who submits a Request for Quote (RFQ).

The following staffing is identified as Key Personnel:

UHY LLP	Name
1. Account Executive / Engagement Manger	Norman Comstock
2. Cyber Security Expert	Richard Peters Joe Smith Jamie See

The Account Executive / Engagement Manager must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 2 business days.

The Contractor must identify and introduce Key Personnel to the Contracting Entity, describe the functions they will perform, and provide current chronological resumes.

The Contracting Entity 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 Contracting Entity of the proposed assignment, introduce the individual to the Contracting Entity's Point of Contact, and provide the Contracting Entity with a resume and any other information about the individual reasonably requested by the Contracting Entity. The Contracting Entity reserves the right to interview the individual before granting written approval. In the event the Contracting Entity finds a proposed individual unacceptable, the Contracting Entity will provide a written explanation including reasonable detail outlining the reasons for the rejection.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the Contracting Entity. 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. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.

### 4.4. Disclosure of Subcontractors

The Contractor shall notify and obtain approval from the Program Manager prior to utilizing a subcontractor.

### 4.5. Security

The Contractor will be subject security procedures that will vary by location and be identified by the contracting local public entity. This may include the following:

- Background checks (See Section 12 of Contract Terms) for individuals working on site or with access to sensitive information.
- Other, to be determined by local public entity

## 5. Project Management

### **5.1. Project Plan**

Within five business day of the award of any SOW, the Contractor must submit, for final approval, a detailed project plan to the Contracting Entity.

The final Project Plan must be in agreement with the Contractor's SOW proposal and accepted by the Local Public Entity. Detailed requirements will include steps required to plan and conduct onsite assessment, deliver draft and final assessment reports and plan and schedule monthly check in meetings; and individuals responsible for receiving/reacting to the requested information, including names and titles of personnel assigned to the project, both from the Vendor and Local Public Entity.

### **5.2. Meetings**

As part of this agreement, there will be monthly scheduled meetings between the Contractor and the Contracting Entity. The Contracting entity may request other meetings as needed to manage the contract or schedule. The Contractor will meet with the State Program Manager as required to coordinate the state-wide the Independent Cyber Assessment Program.

### **5.3. Reporting**

- I. Within 30 calendar days of the Engagement commencement date, with the local public entity, the Contractor shall provide the State Program Manager with the following information:
  - a. Contracting Local Public Entity Name
  - b. Contact Name for Local Public Entity
  - c. Contact E-mail for Local Public Entity
  - d. Optional Services Selected by Contracting Entity
  - e. Start Date of engagement
- II. Additional reporting requirements may be identified in the future Request for Quote.

## **6. Pricing**

### **6.1. Price Term**

Pricing is firm for the entire length of the Contract. Contractor pricing, for any SOW, must not exceed rates provided in **Schedule B**. Contractor's out-of-pocket expenses are not separately reimbursable unless, on a case-by-case basis for unusual expenses, the Contracting Entity has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [http://www.michigan.gov/dtmb/0,5552,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html) for current rates.

## **7. Ordering**

### **7.1. Authorizing Document**

The appropriate authorizing document for the Contract will be the Purchase Order from the Contracting Entity.

## **8. Invoice and Payment**

### **8.1. Invoice Requirements**

All invoices submitted to the Contracting Entity must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price and (f) total price. Overtime and holiday pay will not be paid.

### **8.2. Payment Methods**

Payment methods will vary by Contracting Entity.

### **8.3. Procedure**

Final pricing will be submitted per the SOW/RFP requirements.



# STATE OF MICHIGAN

## Contract No. 210000000308 Independent Cyber Assessment for Local Entities in Michigan

### SCHEDULE B PRICING

Prices include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the Local Public Entity.

The Contractor has provided not to exceed pricing and an estimate of hours for delivering the Core Service Offerings.

<b>Core Service Offerings</b>	<b>*Estimated Hours</b>	<b>Small Entity</b> <i>Less than 50 End Points</i>	<b>Medium Entity</b> <i>50-500 End Points</i>	<b>Large Entity</b> <i>500-1500 End Points</i>	<b>X-Large Entity</b> <i>1500+ End Points</i>	<b>Includes Travel</b> <b>Yes/No**</b>
a. Cybersecurity Assessment Workshop using CIS Controls and CSAT Tool	16	Fixed Price \$ 16,650	Fixed Price \$ 18,500	Range: Low End – High End \$ 18,500 - \$ 22,200	Range: Low End – High End \$ 22,200 - \$ 24,050	N
b. Assessment Report & Recommendations	8					
c. Cybersecurity Improvements Plan	16					
d. Baseline Incident Response Plan	24					
e. 12 Monthly Advisory Sessions (1 hour)	24					
f. End of Year Assessment	12					

\* Estimated hours, provided for fixed price activities are for estimation purposes only.

#### Definition of Endpoints for Core Services:

Pricing tiers by endpoint shall be determined exclusively based on the number of end user computers (desktops/ laptops).

Centrally-managed student devices in a school/university environment will be counted as a single end point to determine pricing tier for Core Services.

<b>Optional Services Offering</b>	<b>Service Available?</b> (Y/N)	<b>*Estimated Hours</b>	<b>Small Entity</b> <i>Less than 50 End Points</i>	<b>Medium Entity</b> <i>50-500 End Points</i>	<b>Large Entity</b> <i>500-1500 End Points</i>	<b>X-Large Entity</b> <i>1500+ End Points</i>	<b>Includes Travel</b> <b>Yes/No**</b>
a. General Advisory Services on a time and materials basis.	Y	See rate table below	N/A	N/A	N/A	N/A	

<b>Optional Services Offering</b>	<b>Service Available? (Y/N)</b>	<b>*Estimated Hours</b>	<b>Small Entity Less than 50 End Points</b>	<b>Medium Entity 50-500 End Points</b>	<b>Large Entity 500-1500 End Points</b>	<b>X-Large Entity 1500+ End Points</b>	<b>Includes Travel Yes/No**</b>
b. Assessment and planning for CIS Controls/Sub Controls in Implementation Groups 2 and 3.	Y	See rate table below	N/A	N/A	N/A	N/A	
c. Assistance with audits or compliance requirements that are present at the local entity based on business practices. (CJIS, PCI, HIPAA, IRS-1075, FERPA, etc...)	Y	See rate table below	N/A	N/A	N/A	N/A	
d. Conduct Penetration Test	Y	80	Fixed Price \$ 13,320	Fixed Price \$ 14,800	Low End – High End \$ 14,800 - \$ 16,280	Low End – High End \$ 16,280 - \$ 17,760	N
e. Conduct Infrastructure Vulnerability Scan	Y	40	Fixed Price \$ 6,660	Fixed Price \$ 7,400	Low End – High End \$ 7,400 - \$ 8,140	Low End – High End \$ 8,140 - \$ 8,880	N
f. Conduct Security Tool Evaluation	Y	40	Fixed Price \$ 6,660	Fixed Price \$ 7,400	Low End – High End \$ 7,400 - \$ 8,140	Low End – High End \$ 8,140 - \$ 8,880	N
g. Conduct Security Tool Assessment and Rationalization	Y	40	Fixed Price \$ 6,660	Fixed Price \$ 7,400	Low End – High End \$ 7,400 - \$ 8,140	Low End – High End \$ 8,140 - \$ 8,880	N
h. Conduct Physical Security Assessment	Y	40	Fixed Price \$ 6,660	Fixed Price \$ 7,400	Low End – High End \$ 7,400 - \$ 8,140	Low End – High End \$ 8,140 - \$ 8,880	N
i. Implement a SIEM Platform	Y	120	Fixed Price \$ 19,980	Fixed Price \$ 22,200	Low End – High End \$ 22,200 - \$ 24,420	Low End – High End \$ 24,420- \$ 26,640	N
j. Implement a Vulnerability Scanning Platform	Y	120	Fixed Price \$ 19,980	Fixed Price \$ 22,200	Low End – High End \$ 22,200 - \$ 24,420	Low End – High End \$ 24,420- \$ 26,640	N
k. Implement a DLP Platform	Y	120	Fixed Price \$ 19,980	Fixed Price \$ 22,200	Low End – High End \$ 22,200 - \$ 24,420	Low End – High End \$ 24,420- \$ 26,640	N
l. Implement an Endpoint Detection & Response (EDR) Platform	Y	80	Fixed Price \$ 13,320	Fixed Price \$ 14,800	Low End – High End \$ 14,800 - \$ 16,280	Low End – High End \$ 16,280 - \$ 17,760	N
m. Implement Intrusion Protection (IDS/IPS) Solution	Y	120	Fixed Price \$ 19,980	Fixed Price \$ 22,200	Low End – High End \$ 22,200 - \$ 24,420	Low End – High End \$ 24,420- \$ 26,640	N

<b>Optional Services Offering</b>	<b>Service Available? (Y/N)</b>	<b>*Estimated Hours</b>	<b>Small Entity <i>Less than 50 End Points</i></b>	<b>Medium Entity <i>50-500 End Points</i></b>	<b>Large Entity <i>500-1500 End Points</i></b>	<b>X-Large Entity <i>1500+ End Points</i></b>	<b>Includes Travel Yes/No**</b>
n. Implement Web Content Filtering	Y	120	Fixed Price \$ 19,980	Fixed Price \$ 22,200	Low End – High End \$ 22,200 - \$ 24,420	Low End – High End \$ 24,420- \$ 26,640	N
o. Implement Next Gen Firewall(s)	Y	120	Fixed Price \$ 19,980	Fixed Price \$ 22,200	Low End – High End \$ 22,200 - \$ 24,420	Low End – High End \$ 24,420- \$ 26,640	N

\* Estimated hours, provided for fixed price activities are for estimation purposes only.

<b>General Advisory Services (Labor/Hour)</b>	<b>Hourly Rate</b>
1. Senior Consultant	\$150
2. Manager	\$200
3. Senior Manager/Principal	\$300

<b>** Travel Description (Time and Expenses)</b>
Travel will be explicitly pre-approved by the Local Public Entity, will follow allowed rates, and will be invoiced billed on a cost reimbursement basis, with receipts.

# STATE OF MICHIGAN

Contract No. 210000000308

## Independent Cyber Assessment for Local Entities in Michigan

### EXHIBIT 1

#### Cyber Assessment Service Request for Quote (RFQ)

#### Request for Cyber Assessment Service

Local Public Entity shall use this format to request a quote cybersecurity assessment and planning services from pre-qualified vendors using contract #####.

Provide this information to pre-qualified vendors of your choice so that they may provide you with an accurate proposal. It is sufficient for the Local Public Entity cut and paste this format into an email and send it to the contact(s) identified by the vendor.

#### Overview of Local Entity

- Name of Entity:
- Type of Entity:
- Population:
- Location of Offices:
- Number of Staff (overall):
- Number of IT staff:
- Number of Computers:
- Number of Physical Servers:
- Number of Virtual Servers:
- Other Devices (specify):
- Cloud-based services in use:
- Size of local IT staff:
- Name and title of main point of contact for this engagement:
  - Main point of contact is responsible for coordinating access to all resources and individuals at the local public entity required to support this engagement.

#### Services Requested

- ✓ Core Service Offerings
  - Cybersecurity Assessment Workshop using CIS Controls and CSAT Tool
  - Assessment Report & Recommendations
  - Cybersecurity Improvements Plan
  - Baseline Incident Response Plan
  - 12 Monthly Advisory Sessions (1 hour)

#### Optional Service Offerings

Check all that you would like quoted:

- ☐ General Advisory Services
- ☐ Conduct Penetration Test
- ☐ Conduct Infrastructure Vulnerability Scan
- ☐ Conduct Security Tool Evaluation
- ☐ Conduct Security Tool Assessment and Rationalization
- ☐ Conduct Physical Security Assessment
- ☐ Implement a SIEM Platform
- ☐ Implement a Vulnerability Scanning Platform
- ☐ Implement a DLP Platform
- ☐ Implement an Endpoint Detection & Response (EDR) Platform
- ☐ Implement Intrusion Protection (IDS/IPS) Solution
- ☐ Implement Web Content Filtering
- ☐ Implement Next Gen Firewall(s)

List Additional Optional Services provide in Vendor Contract (if available)

☐ \_\_\_\_\_

## Vendor Response

At a minimum, the Contractor shall include the following in their proposal:

1. Pricing (must not exceed the rates in State of Michigan Contract #####)
2. Identify Proposed Staffing (Qualifications shall match or exceed those in State of Michigan Contract #####).

# STATE OF MICHIGAN

**Contract No. 210000000308**

**Independent Cyber Assessment for Local Entities in Michigan**

## **EXHIBIT 2**

### **Document Samples/Attachments**

The Attachments provided in Exhibit 2 are Samples that can be used in carrying out the activities of this contract. The Contractor shall use these sample documents, an equivalent/improved version of their own creation, or an updated version published by the State at a future date on [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners).

## Attachment 1 Sample CSAT Assessment Report

*NOTE: The Attachments provided in Exhibit 2 are Samples that can be used in carrying out the activities of this contract. The Contractor shall use these sample documents, an equivalent/improved version of their own creation, or an updated version published by the State at a future date on [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners).*

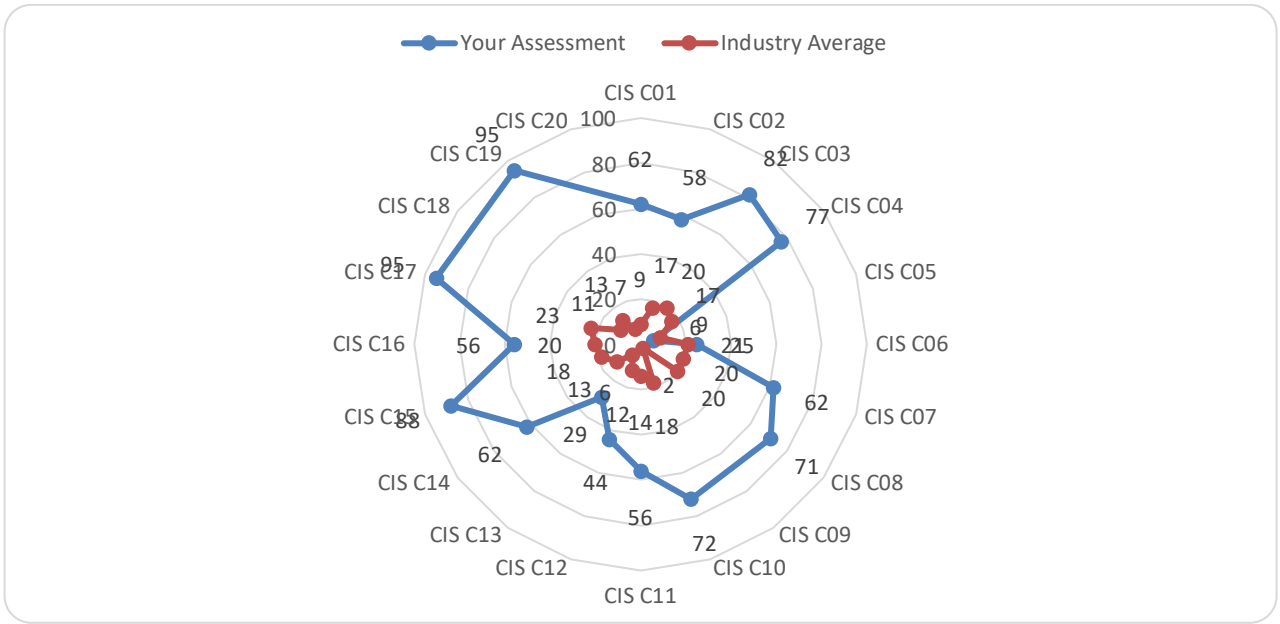
# Executive Summary

On [date] [assessor/names] performed an onsite survey of [local entity name] cyber security posture using the Critical Controls from the Center for Internet Security (CIS). Team members used the Controls Self-Assessment Tool (CSAT), an online assessment that catalogs maturity based on the 20 Critical Controls. The CIS Critical Security Controls are a recommended set of actions for cyber defense that provide specific and actionable ways to stop today's most pervasive and dangerous attacks. A principal benefit of the Controls is that they prioritize and focus a smaller number of actions with high pay-off results\*. The team focused only on Implementation Group (IG) 1, this survey was conducted using the sub controls identified in Implementation Group 1, which covers the most important "cyber hygiene" activities. We recommend a follow up to examine maturity on Implementation Groups 2 and 3.

The purpose of this survey was twofold: 1) provide a snapshot of [entity name] cyber assessment posture; and 2) develop an annual plan for cybersecurity improvements.

Based on the survey results for CIS Controls, Implementation Group 1, [entity name] is [adjectives of comparison to] benchmarks in the CSAT database in most control areas. (see Figure 1) and has a few priority items to tackle in order to improve their cyber security posture.





# Survey Results

Each control area has an at-a-glance color code to indicate maturity. The basic color code: green = good | red = needs improvement



Note: summary is based on consideration of the 43 sub controls in Implementation Group 1. For a complete picture, additional follow up on Implementation Groups 2 and 3 is recommended.

## Findings and Action Plan

Priority areas of potential improvement were noted:

- CC [control.subcontrol] **[control name]** *[Control description for CIS Controls]*.
  - Report: [Describe controls in place, status of controls].
  - Recommendation: [Describe recommendations for improvement in this area.]
- CC [control.subcontrol] **[control name]** *[Control description for CIS Controls]*.
  - Report: [Describe controls in place, status of controls].
  - Recommendation: [Describe recommendations for improvement in this area.]
- CC [control.subcontrol] **[control name]** *[Control description for CIS Controls]*.
  - Report: [Describe controls in place, status of controls].
  - Recommendation: [Describe recommendations for improvement in this area.]
- CC [control.subcontrol] **[control name]** *[Control description for CIS Controls]*.
  - Report: [Describe controls in place, status of controls].
  - Recommendation: [Describe recommendations for improvement in this area.]

## Complete Survey Results

Control	Question	Question Title	Policy Defined	Control Implemented	Control Automated	Control Reported
CIS C01	1.4	Maintain Detailed Asset Inventory	Informal Policy	Implemented on All Systems	Automated on Most Systems	Reported on Most Systems
CIS C01	1.6	Address Unauthorized Assets	Informal Policy	Implemented on Most Systems	Automated on Some Systems	Reported on Most Systems
CIS C02	2.1	Maintain Inventory of Authorized Software	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Reported on Most Systems
CIS C02	2.2	Ensure Software is Supported by Vendor	Informal Policy	Implemented on Some Systems	Automated on Most Systems	Reported on Some Systems
CIS C02	2.6	Address Unapproved Software	Informal Policy	Implemented on Some Systems	Automated on Some Systems	Not Reported
CIS C03	3.4	Deploy Automated Operating System Patch Management Tools	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Reported on Most Systems
CIS C03	3.5	Deploy Automated Software Patch Management Tools	Approved Written Policy	Implemented on Most Systems	Automated on Most Systems	Parts of Policy Reported
CIS C04	4.2	Change Default Passwords	Approved Written Policy	Implemented on Most Systems	Automated on Most Systems	Not Reported
CIS C04	4.3	Ensure the Use of Dedicated Administrative Accounts	Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C05	5.1	Establish Secure Configurations	Informal Policy	Not Implemented	Not Automated	Not Reported
CIS C06	6.2	Activate Audit Logging	No Policy	Implemented on Some Systems	Automated on Some Systems	Not Reported
CIS C07	7.1	Ensure Use of Only Fully Supported Browsers and Email Clients	No Policy	Implemented on Most Systems	Automated on Most Systems	Reported on Most Systems
CIS C07	7.7	Use of DNS Filtering Services	Partially Written Policy	Implemented on Most Systems	Automated on Most Systems	Reported on Most Systems
CIS C08	8.2	Ensure Anti-Malware Software and Signatures are Updated	Informal Policy	Implemented on All Systems	Automated on Most Systems	Reported on All Systems
CIS C08	8.4	Configure Anti-Malware Scanning of Removable Devices	Informal Policy	Implemented on All Systems	Automated on All Systems	Reported on All Systems
CIS C08	8.5	Configure Devices to Not Auto-Run Content	Informal Policy	Implemented on Most Systems	Automated on Most Systems	Not Applicable
CIS C09	9.4	Apply Host-Based Firewalls or Port Filtering	No Policy	Not Implemented	Not Automated	Not Reported
CIS C10	10.1	Ensure Regular Automated Backups	Informal Policy	Implemented on Most Systems	Automated on Most Systems	Reported on All Systems
CIS C10	10.2	Perform Complete System Backups	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Reported on All Systems
CIS C10	10.4	Protect Backups	Written Policy	Implemented on All Systems	Automated on All Systems	Reported on All Systems
CIS C10	10.5	Ensure Backups Have At Least One Non-Continuously Addressable Destination	Informal Policy	Parts of Policy Implemented	Automated on Some Systems	Not Reported
CIS C11	11.4	Install the Latest Stable Version of Any Security-Related Updates on All Network Devices	Informal Policy	Implemented on All Systems	Not Automated	Reported on All Systems
CIS C12	12.1	Maintain an Inventory of Network Boundaries	Informal Policy	Implemented on Some Systems	Automated on Some Systems	Reported on Some Systems
CIS C12	12.4	Deny Communication Over Unauthorized Ports	Informal Policy	Implemented on Some Systems	Automated on Some Systems	Reported on Some Systems
CIS C13	13.1	Maintain an Inventory of Sensitive Information	Informal Policy	Implemented on Some Systems	Automated on Some Systems	Not Reported
CIS C13	13.2	Remove Sensitive Data or Systems Not Regularly Accessed by Organization	Informal Policy	Implemented on Some Systems	Automated on Some Systems	Not Reported
CIS C13	13.6	Encrypt the Hard Drive of All Mobile Devices	Informal Policy	Implemented on Most Systems	Not Automated	Not Reported
CIS C14	14.6	Protect Information Through Access Control Lists	Informal Policy	Implemented on Most Systems	Automated on Most Systems	Reported on Most Systems
CIS C15	15.7	Leverage the Advanced Encryption Standard (AES) to Encrypt Wireless Data	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C15	15.10	Create Separate Wireless Network for Personal and Untrusted Devices	Informal Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C16	16.8	Disable Any Unassociated Accounts	Informal Policy	Implemented on Most Systems	Not Automated	Reported on Most Systems
CIS C16	16.9	Disable Dormant Accounts	No Policy	Implemented on Some Systems	Not Automated	Reported on Some Systems
CIS C16	16.11	Lock Workstation Sessions After Inactivity	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C17	17.3	Implement a Security Awareness Program	Written Policy	Implemented on All Systems	Automated on All Systems	Reported on Some Systems
CIS C17	17.5	Train Workforce on Secure Authentication	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C17	17.6	Train Workforce on Identifying Social Engineering Attacks	Written Policy	Implemented on All Systems	Automated on Most Systems	Reported on All Systems
CIS C17	17.7	Train Workforce on Sensitive Data Handling	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C17	17.8	Train Workforce on Causes of Unintentional Data Exposure	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C17	17.9	Train Workforce Members on Identifying and Reporting Incidents	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C19	19.1	Document Incident Response Procedures	Approved Written Policy	Implemented on Most Systems	Not Applicable	Not Applicable
CIS C19	19.3	Designate Management Personnel to Support Incident Handling	Approved Written Policy	Implemented on All Systems	Automated on All Systems	Not Applicable
CIS C19	19.5	Maintain Contact Information For Reporting Security Incidents	Approved Written Policy	Implemented on All Systems	Not Applicable	Not Applicable
CIS C19	19.6	Publish Information Regarding Reporting Computer Anomalies and Incidents	Approved Written Policy	Implemented on All Systems	Automated on Most Systems	Not Applicable

# CIS Controls

<https://www.cisecurity.org/controls/>

## **Basic CIS Controls**

1. Inventory and Control of Hardware Assets
2. Inventory and Control of Software Assets
3. Continuous Vulnerability Management
4. Controlled Use of Administrative Privileges
5. Secure Configuration for Hardware and Software on Mobile Devices, Laptops, Workstations and Servers
6. Maintenance, Monitoring and Analysis of Audit Logs

## **Foundational CIS Controls**

7. Email and Web Browser Protections
8. Malware Defenses
9. Limitation and Control of Network Ports, Protocols and Services
10. Data Recovery Capabilities
11. Secure Configuration for Network Devices, such as Firewalls, Routers and Switches
12. Boundary Defense
13. Data Protection
14. Controlled Access Based on the Need to Know
15. Wireless Access Control
16. Account Monitoring and Control

## **Organizational CIS Controls**

17. Implement a Security Awareness and Training Program
18. Application Software Security
19. Incident Response and Management
20. Penetration Tests and Red Team Exercises

## Attachment 2 Sample Cyber Incident Response Plan

*NOTE: The Attachments provided in Exhibit 2 are Samples that can be used in carrying out the activities of this contract. The Contractor shall use these sample documents, an equivalent/improved version of their own creation, or an updated version published by the State at a future date on [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners).*

Please Note: the sample RFP attachment isn't confidential  
The plan that is created by a local entity using the sample will be confidential

# Cyber Incident Response Plan

DATE

Version 1.0

NOTE: The following Incident Response Plan is intended to provide an example of how a policy and plan can be written. It is not intended to cover all possible situations. Each agency must evaluate their unique circumstances and incorporate those into their plan. The plan is not intended to be a “fill in the blank” plan. If an agency chooses to simply fill in the blanks, the plan may not be sufficient to cover the agency’s unique requirements during a security incident and could potentially cause the agency additional harm.

This document was created from existing cyber response plans that were in use at several Michigan counties. Names were removed and replaced with \*Our Organization\*.

Please share your plan and experiences with colleagues to help improve these tools.

Use this with the accompanying Incident Response Planning Companion to Sample IR Plan PowerPoint presentation to guide your organization’s development of a cyber response plan.

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## SUMMARY

The elements of a traditional Information Security effort continue to be important and useful. Two trends necessitate the establishment of a Cyber Incident Response Plan:

- 1) Information Technology is widespread throughout \*Our Organization\*; \*Our Organization\* relies heavily on Information Technology and cannot afford denial of service.
- 2) \*Our Organization\* IT systems and networks are at much higher risk to threats such as computer viruses, intrusions, and exposures.

The following examples of cyber security incidents are now commonplace:

- A ransomware attack renders a municipality's systems inoperable until systems can be restored from backups (if available) or ransom is paid.
- A computer virus is copied to a LAN server; within minutes hundreds of other computers are infected; recovery takes several people and several days.
- Backups infected with viruses result in re-infected systems, requiring more time and expense.
- Vulnerabilities in software are discovered that permit unauthorized entry; explicit instructions on how to exploit the vulnerability become quickly known.
- System intruders copy password files and distribute them throughout large networks.
- Break-ins through international networks require cooperation of different government agencies.
- Outbreaks of viruses or system penetrations appear in the press, causing embarrassment and possible loss of public confidence.

These situations can cause \*Our Organization\* to face unnecessary expense in productivity, significant damage to systems, and damage to our reputation. Clearly, the need now exists to take action prior to suffering the consequences of a serious IT security problem.



# **\*Our Organization\* CYBER INCIDENT RESPONSE PLAN**

## **1.0 Introduction**

### ***1.1 Purpose of the Cyber Incident Response Plan***

A Cyber Incident Response Plan is required in order to bring needed resources together in an organized manner to deal with an adverse event related to the safety and security of \*Our Organization\* Information System Resources. This adverse event may be malicious code attack, unauthorized access to \*Our Organization\* systems, unauthorized use of \*Our Organization\* services, denial of service attacks, general misuse of systems, and accidental loss or hoaxes.

### ***1.2 General Purpose of the Cyber Incident Response Team***

The purpose of \*Our Organization\*'s Cyber Incident Response Team is to:

- Protect \*Our Organization\*'s Information assets
- Provide a central organization to handle incidents
- Comply with requirements
- Prevent the use of \*Our Organization\*'s systems in attacks against other systems (which could cause us to incur legal liability)
- Minimize the potential for negative exposure.

### ***1.3 Operational Objectives of the Cyber Incident Response Team***

The objectives of \*Our Organization\*'s Cyber Incident Response Team are to:

- Limit immediate incident impact to customers and partners
- Recover from the incident
- Determine how the incident occurred
- Find out how to avoid further exploitation of the same vulnerability
- Avoid escalation and further incidents
- Assess the impact and damage in terms of financial impact, loss of image etc.
- Update policies and procedures as needed
- Determine who initiated the incident
- Document all information, events, and efforts to provide to law enforcement.

## **2.0 Incidents**

### ***2.1 Incident Categories***

An incident will be categorized as one of four severity levels. These severity levels are based on the impact to \*Our Organization\* and can be expressed in terms of financial impact, impact to services and/or performance of our mission functions, impact to \*Our Organization\*'s image or impact to trust by \*Our Organization\*'s customers, etc. Table 1 provides a listing of the severity levels and a definition/description of each severity level.

Severity Level	Description
0 (Low)	Incident where the impact is minimal. Examples are e-mail SPAM, isolated Virus infections, etc.
1 (Medium)	Incident where the impact is significant. Examples are a delayed ability to provide services, meet *Our Organization*'s mission, delayed delivery of critical electronic mail or data transfers, etc.
2 (High)	Incident where the impact is severe. Examples are a disruption to the services, and/or performance of our mission functions. *Our Organization* proprietary or confidential information has been compromised, a virus or worm has become wide spread, and is affecting over 1% of employees, Public Safety systems are unavailable or *Our Organization* Executive management has been notified.
3 (Extreme)	Incident where the impact is catastrophic. Examples are a shutdown of all *Our Organization* network services. *Our Organization* proprietary or confidential information has been compromised and published on a public site. Public safety systems are unavailable. Executive management must make a public statement.

Table 1: Severity Levels

### 3.0 Responding to an incident

There are generally six stages of response:

1. Preparation—one of the most important facilities to a response plan is to know how to use it once it is in place. Knowing how to respond to an incident BEFORE it occurs can save valuable time and effort in the long run.
2. Identification—identify whether or not an incident has occurred. If one has occurred, the response team can take the appropriate actions.
3. Containment—involves limiting the scope and magnitude of an incident. Because so many incidents observed currently involve malicious code, incidents can spread rapidly. This can cause massive destruction and loss of information. As soon as an incident is recognized, immediately begin working on containment.
4. Eradication—removing the cause of the incident can be a difficult process. It can involve virus removal, conviction of perpetrators, or dismissing employees.
5. Recovery—restoring a system to its normal business status is essential. Once a restore has been performed, it is also important to verify that the restore operation was successful and that the system is back to its normal condition.
6. Follow-up—some incidents require considerable time and effort. Often once the incident appears to be terminated there is little interest in devoting any more effort to the incident. Performing follow-up activity is, however,

one of the most critical activities in the response procedure. This follow-up can support any efforts to prosecute those who have broken the law. This includes changing any company policies that may need to be narrowed down or be changed altogether.

### 3.1 Organization

To adequately respond to an intrusion or incident, predetermined teams will participate depending on the incident characteristics. As the situation develops and the impact becomes more significant, the various teams will be called to contribute. Figure 1 depicts the Cyber Incident Response organization.

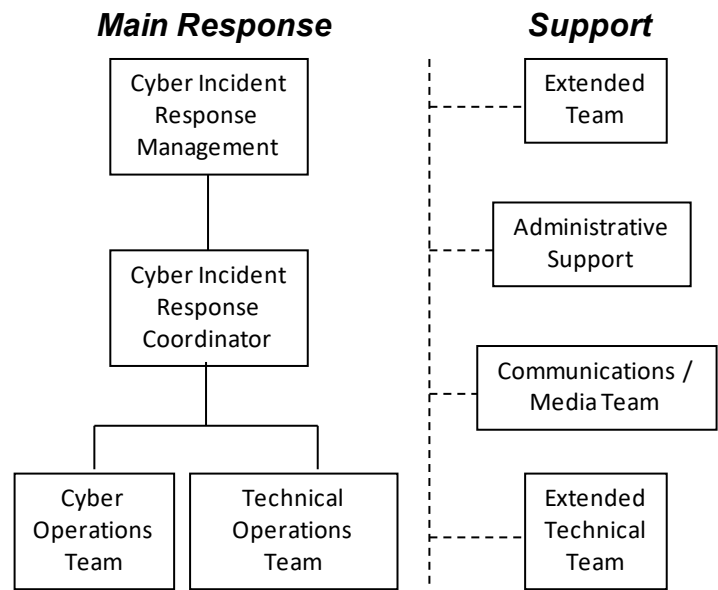


Figure 1: Cyber Incident Response Organization

Role	Responsibilities	Primary/Alternate(s)
Cyber Incident Response Management	Will have overall responsibility for directing activities in regard to the incident at Severity Level 2 and above. Will serve in advisory capacity for incidents at Severity Level 1.	
Cyber Incident Response Coordinator	Provides oversight to incident response. Requests resources as required to effectively contain and manage an incident response. Documents incident for purposes of law enforcement, lessons learned, and insurance.	
Cyber Operations Team / Technical Operations Team	Provide technical aspects of incident response.	
Communications / Media Team	Responsible for internal, external and media communications	
Extended Technical Team	Provides additional technical skill and capability to the Technical Operations team as required (ie. outside vendor or agency)	

Admin Support	Provides requested administrative support.	
Extended Team	Provide additional visibility and support to incident response as required. Provide specific HR, legal, finance, etc. skills as required.	

Table 2: Roles and Responsibilities

### 3.2 Escalation Levels

Severity Level	Main Response			Support			
	Technical Ops Team, Cyber Ops Team	Cyber Incident Response Coordinator	Cyber Incident Response Mgmt	Comms / Media Team	Extended Technical Team	Admin Support	Extended Team
0	X						
1	X	X	X				
2	X	X	X	X	X		
3	X	X	X	X	X	X	X

Table 3: Severity Level Matrix

The escalation process will be invoked to involve appropriate resources as the incident has more impact (severity level increases). Incidents should be handled at the lowest escalation level that is capable of responding to the incident with as few resources as possible in order to reduce the total impact, and to keep tight control. Table 4 defines the escalation levels with the associated team involvement.

Escalation Level	Affected Team(s)	Description
0	<ul style="list-style-type: none"> <li>Technical Operations Team</li> <li>Cyber Operations Team</li> </ul>	Normal Operations. Engineering and cyber groups monitoring for alerts from various sources.
1	<ul style="list-style-type: none"> <li>Technical Operations Team</li> <li>Cyber Operations Team</li> <li>Cyber Incident Response Coordinator</li> <li>Cyber Incident Response Management</li> </ul>	*Our Organization* has become aware of a potential or actual threat. Determine defensive action to take. Message employees of required actions if necessary.
2	<ul style="list-style-type: none"> <li>Cyber Incident Response Management</li> <li>Cyber Incident Response Coordinator</li> <li>Technical Operations Team</li> <li>Cyber Operations Team</li> <li>Extended Technical Team</li> <li>Communications / Media Team</li> </ul>	A threat has manifested itself. Determine course of action for containment and eradication. Message employees of required actions if necessary.
3	<ul style="list-style-type: none"> <li>Cyber Incident Response Management</li> <li>Cyber Incident Response Coordinator</li> <li>Extended Team</li> <li>Technical Operations Team</li> <li>Cyber Operations Team</li> </ul>	Threat is wide spread or impact is significant. Determine course of action for containment, mitigation and eradication. Message employees. Prepare to take legal action. Prepare to make public statement.

	<ul style="list-style-type: none"> <li>• Extended Technical Team</li> <li>• Communications / Media Team</li> <li>• Administrative Support Team</li> </ul>	
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Table 4: Escalation Levels

### ***3.3 Escalation Considerations***

Cyber Incident Response Management will consider several characteristics of the incident before escalating the response to a higher level. They are:

- How wide spread is the incident?
- What is the impact to business operations?
- How difficult is it to contain the incident?
- How fast is the incident propagating?
- What is the estimated financial impact to \*Our Organization\*?
- Will this affect \*Our Organization\*'s image negatively?

### ***3.4 The Cyber Incident Response Process***

The Cyber Incident Response Process is an escalation process where as the impact of the incident becomes more significant or wide spread, the escalation level increases bringing more resources to bear on the problem. At each escalation level, team members who will be needed at the next higher level of escalation are alerted to the incident so that they will be ready to respond if and when they are needed.

Appendix B depicts the overall process, while paragraph 3.5 outlines the roles and responsibilities of individual teams. Team membership is contained in Appendix A.

In cases where Criminal Justice Information (CJI) is involved, \*Our Organization\* will contact the MSP ISO and fill out and submit the CJIS 016 document if the incident significantly endangers the security or integrity of CJIS data. (reference CJIS Security Policy section 5.3 and the Michigan Addendum)

### ***3.5 Cyber Incident Response Team Roles and Responsibilities***

#### ***3.5.1 Escalation Level 0***

##### **Technical Operations Team / Cyber Operations Team**

1. Monitors all known sources for alerts or notification of a threat.
2. Take appropriate defensive actions per known issues.
3. Escalate to Cyber Incident Coordinator if determined that Severity level may be greater than Level 0.

##### **Cyber Incident Coordinator**

1. Escalate Cyber Incident Response to Level 1 if information is received that the incident is likely greater than Level 0.

### **3.5.2 Escalation Level 1**

\*Our Organization\* has become aware of a potential or actual threat.

- i. Technical Operations Team / Cyber Operations Team
  1. Determine initial defensive action required.
  2. Notify the Cyber Incident Coordinator.
  3. Determine appropriate course of action.
- ii. Cyber Incident Coordinator
  1. Receive and track all reported potential threats.
  2. Start a chronological log of events.
  3. Escalate Cyber Incident Response to Level 2 if a report is received indicating that the threat has manifested itself.
  4. Determine relevant membership of the Technical Operations and Extended Technical teams.
  5. Alert other IT personnel and applicable support organizations of the potential threat and any defensive action required.
  6. Alert Cyber Incident Response Management of the potential threat. Seek advisory inputs as appropriate.
  7. Alert Communications Team
- iii. Cyber Incident Response Management
  1. Provide advisory inputs as appropriate.
- iv. Communications Team
  1. If employee action required, message employees of required action.

### **3.5.3 Escalation Level 2**

The threat has manifested itself.

- i. Cyber Incident Coordinator
  1. Notify Cyber Incident Response Management of the manifestation of the threat,
  2. Receive status from the Technical Operations Team and report to Cyber Incident Response Management,
  3. Start a chronological log of events.

Note: The chronological log will be used to support possible follow on legal action as determined by \*Our Organization\*'s General Counsel and Executive Directors.

ii. Technical Operations Team

1. Determine best course of action for immediate containment of the incident,
2. Notify the Technical Support Team of any action that is required,
3. Report actions taken and status to the Cyber Incident Response Coordinator.

Cyber Incident Response Management

1. Assume responsibility for directing activities in regard to the incident,
2. Coordinate discussion and analysis to determine best course of resolution,
3. Alert the Administrative Support Team of the incident,
4. Alert the Extended Team as applicable,
5. Determine whether Escalation Level 2 is appropriate or escalate to level 3,
6. Determine when the risk has been mitigated to an acceptable level.

Extended Technical Team

1. Take whatever action as determined by the Technical Operations Team
2. Report actions taken, number of personnel involved etc. to Incident Coordinator for the chronological log

Communications Team

1. Message \*Our Organization\* employee population informing them of the incident if deemed appropriate by Cyber Incident Response Management,
2. Message \*Our Organization\* employee population of any action they need to take as determined by the Technical Operations Team and directed by Cyber Incident Response Management.

**3.5.4 Escalation Level 3**

The threat has become widespread or has become a high severity level.

1. Cyber Incident Response Management

1. Direct the response team to:



- a. Set up communications channels between all teams.
  - b. Assume occupancy of the command center if exists.
  - c. Open a teleconference bridge for ongoing communications and team interaction or Initialize an incident voice mail box where status messages can be placed to keep \*Our Organization\* personnel statused
2. Organize scheduled team meetings. Define specific status update schedule.
3. Authorize initial communications to employees and executives. Use Smart Message system as desired.
4. Alert the Extended Team of the incident notifying them of the Severity Level.
5. Status Executive Management as appropriate.
6. Determine when the risk has been mitigated to an acceptable level.
2. Extended Team
  1. Contact local authorities if deemed appropriate,
  2. If local authorities are called in, make arrangements for them to be allowed into the building,
  3. Ensure that all needed information is being collected to support legal action or financial restitution.
3. Cyber Incident Response Coordinator
  1. Continue maintaining the Chronological Log of Event,
  2. Continue to manage incident response per direction of Cyber Incident Response Management.
4. Communication Team
  1. Message \*Our Organization\* population and external media as directed by Cyber Incident Response Management.
- Technical Operations Team
  1. Continue to monitor all known sources for alerts looking for further information or actions to take to eliminate the threat,
  2. Continue reporting status to the Cyber Incident Response Coordinator for the chronological log of events,
  3. Monitor effectiveness of actions taken and modify them as necessary,
  4. Provide status to Cyber Incident Response Coordinator and Cyber Incident Response Management on effectiveness of actions taken and progress in eliminating the threat.
- Extended Technical Team
  1. Continue actions to eradicate the threat as directed by Cyber Incident

2. Response Coordinate and Cyber Incident Response Management and the Technical Operations team.
3. Continue to report actions taken, number of personnel etc. to the Cyber Incident Response Coordinator for the chronological log.

Administrative Support Team

1. Provide administrative support to all persons and teams involved in incident

### ***3.6 Special Circumstances***

5. Email Communications are compromised or otherwise unavailable
  1. There could be a cyber security incident that compromises the ability to communicate via email. In this case, the backup will be communications via desk phone or cell phone. A phone directory of key persons on the response teams is given in Appendix A.
6. Personal Identification Information / HIPAA or other Confidential Information is leaked via Internal Source
  1. The process defined above can also apply to the circumstance where information is leaked via an internal source by accident or maliciously. In this case, the steps in the response process would be very similar to the above process but would also include early determination of the type and quantity of data leaked, the source of the leak and the potential impact of the leak to the County or to the public at large.

## **4.0 Post incident**

### ***4.1 Cyber Incident Coordinator and Response Management***

1. Report on:
  - a) Estimate of damage/impact,
  - b) Action taken during the incident (not technical detail),
  - c) Follow on efforts needed to eliminate or mitigate the vulnerability,
  - d) Policies or procedures that require updating,
  - e) Efforts taken to minimize liabilities or negative exposure.
  - f) Provide the chronological log and any system audit logs requested by the Extended Team,
  - g) Document lessons learned and modify the Cyber Incident Response Plan accordingly.

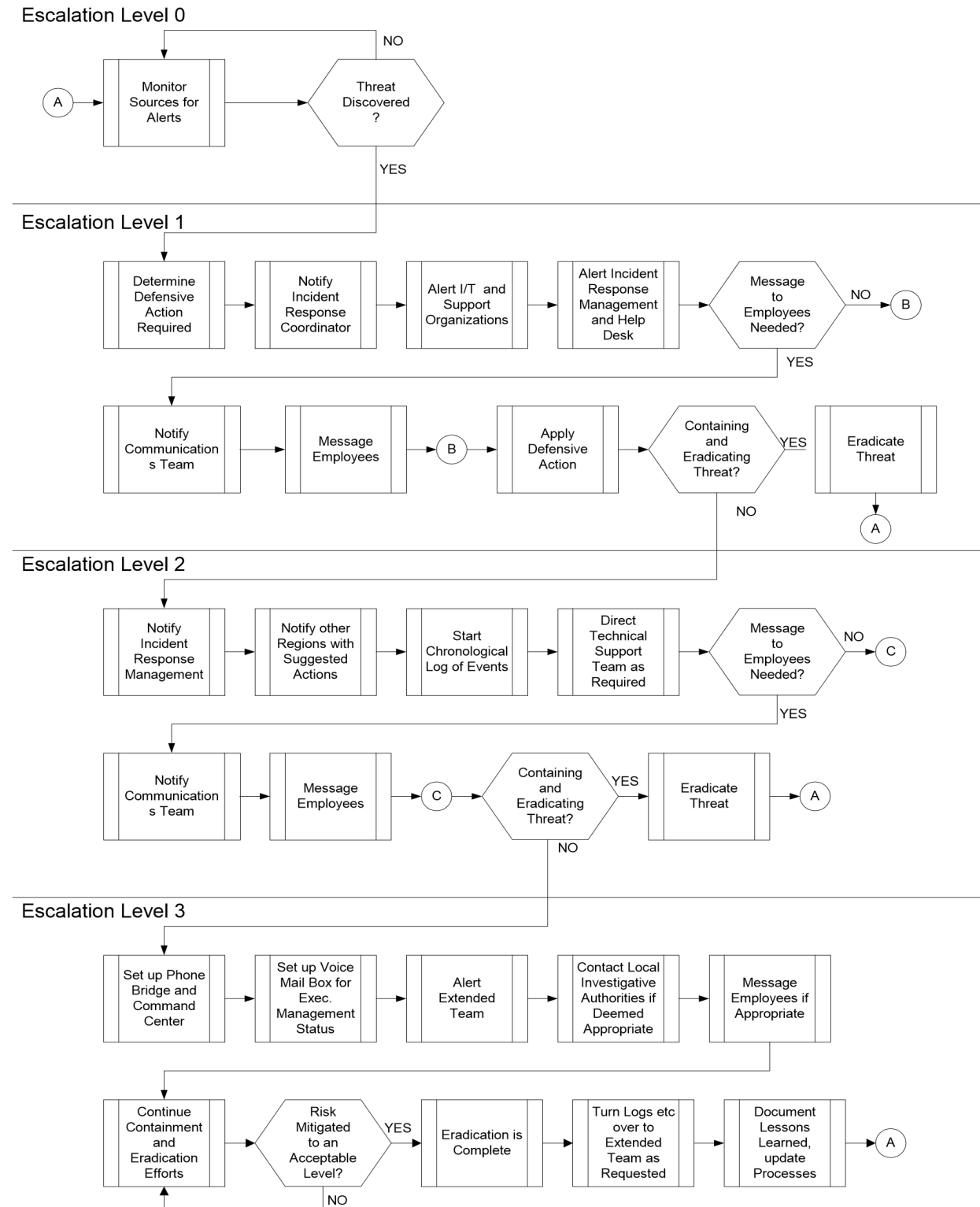
#### ***4.2 Extended Team***

1. Legal and Finance work with the local authorities as appropriate in the case that the incident was from an external source,
2. HR and IT work with \*Our Organization\* management to determine disciplinary action in the case that the incident was from an internal source.
3. Homeland Security leveraged to support as necessary.

## Appendix A. Cyber Incident Response Team

Team	Leadership / Members	Contact Information
Cyber Incident Response Management	CISO	
	Co-CISO	
Cyber Incident Response Coordinator	Security Operations	
Administrative Support Team	Administration	
	General	
Technical Operations Team	Infrastructure	
	Technical support	
	Applications	
Cyber Operations Team	Operations	
	Operations - Assigned technician	
Extended Technical Team	External Infrastructure and Applications personnel as needed	
Communications / Media Team	Communications	
Extended Team	Homeland Security	
	HHS (HIPAA)	
	Legal	
	HR	
	Finance	
	Sheriff	
	Treasurer	
	Clerk	
	Register of Deeds	
	Prosecutor	
Executive Management		

## Appendix B: Incident Response Diagram and Examples



## **Threat Example 1: Server Software Vulnerability**

### ***Escalation Level 0***

#### ***TECHNICAL OPERATIONS TEAM***

1. A critical *zero-day* (discovered by its use in the wild) software vulnerability affects the operating system on a widely-used production server. The vulnerability allows for an unauthorized privilege escalation and therefore unauthorized data access. The threat is escalated to Level 1.

### ***Escalation Level 1***

#### ***TECHNICAL OPERATIONS TEAM***

1. Determines that the defensive action required is a patch of the operating system from the vendor.
2. Notifies the Incident Coordinator of the vulnerability.
3. Determines that employee action is not required.

#### ***INCIDENT COORDINATOR***

1. Receives and tracks the status of the vulnerability.
2. Does not escalate the threat to Level 2, since the vulnerability has not manifested itself.
3. Determines relevant membership of the Technical Operations and Extended Technical team.
4. Alerts IT organizations and applicable support organizations of the vulnerability. The action required to contain the threat is a patch of the operating system from the vendor. This patch must be applied and tested on a development server before being propagated to the production server.
5. Alerts Cyber Incident Response Management of the vulnerability.
6. Alerts the Communications Team.

#### ***COMMUNICATIONS TEAM***

1. Since employee action is not required, no message to employees is necessary.

### ***Post Incident***

#### ***CYBER INCIDENT RESPONSE MANAGEMENT***

1. Prepare a report for \*Our Organization\* Executive Management to include:
  - a. Estimate of the impact of addressing the vulnerability and the potential cost of not doing so,
  - b. Action taken during the vulnerability's assessment,
  - c. Follow on efforts needed to eliminate or mitigate the vulnerability,
  - d. Policies or procedures that may require updating (if applicable), and
  - e. Efforts taken to minimize the liabilities of negative exposure of the vulnerability.
2. Provides the chronological log and any system audit logs requested by the Extended Team.
3. Documents any lessons learned and modifies the Cyber Incident Response Plan accordingly.

***EXTENDED TEAM***

1. Not needed, because there was no manifestation of the vulnerability.



## **Threat Example 2: Ongoing Phishing Attack on Employees**

### ***Escalation Level 0***

#### ***TECHNICAL OPERATIONS TEAM***

1. Emails have been circulating to \*Our Organization\* employees that link users to a fraudulent website designed specifically to gather user authentication credentials from \*Our Organization\* employees. The threat is escalated to Level 1.

### ***Escalation Level 1***

#### ***TECHNICAL OPERATIONS TEAM***

1. Determines that the initial defensive action required is to notify employees of the phishing scam and educate them on avoiding these types of attacks.
2. Notifies Incident Coordinator.
3. Determines that employee action will be required, notifies Service Center.

#### ***CYBER INCIDENT COORDINATOR***

1. Receives and tracks the phishing attack.
2. Escalates the threat to Level 2, since it has manifested itself.
3. Determines relevant membership of the Technical Operations and Extended Technical Team.
4. Alerts IT organizations and applicable support organizations of the phishing. The organizations begin modifying internal firewalls to block the offending website as well as initiating a system-wide password reset.
5. Alerts Cyber Incident Response Management of the phishing threat.
6. Alerts the Communications Team.

#### ***COMMUNICATIONS TEAM***

1. A message is composed to all employees and sent system-wide. Additionally, all departmental managers are alerted to the phishing scam and asked to notify all employees in person immediately.

### ***Escalation Level 2***

#### ***CYBER INCIDENT COORDINATOR***

1. Notifies Cyber Incident Response Management of the phishing attack.
2. Alerts the Cyber Incident Response Support Team of the phishing attack.
3. Alerts the Extended Team.
4. Receives status from the Technical Operations Team regarding the status of employee education. Reports the status to the Cyber Incident Response Management.
5. Starts a chronological log of the events, including logs of emails and, if possible, logs of users accessing the offending website.

#### ***TECHNICAL OPERATIONS TEAM***

1. Determines that the best course of action for containing the attack is educating all employees about the attack and blocking any further emails from arriving on mail servers. Additionally, concludes that blocking the fraudulent website from being accessed internally. Finally, decides that a system-wide user password reset is necessary, since email is accessible from outside of \*Our Organization\*'s network and merely blocking the offending site will not be sufficient and the emails have been circulating for an unknown amount of time to only select employees.
2. Notifies the Extended Technical Team team of the above actions that are required.
3. Reports actions taken and status to the Cyber Incident Response Coordinator.

#### ***CYBER INCIDENT RESPONSE MANAGEMENT***

1. Assumes responsibility for directing activities in regard to the phishing attack.
2. Determines that the attack does not need to be escalated to Level 3.
3. Determines when the risk has been mitigated to an acceptable level.

#### ***EXTENDED TECHNICAL TEAM***

1. Takes the actions required by the Technical Operations Team.

2. Reports the actions taken, the number of personnel involved etc. to Cyber Incident Coordinator for the chronological log.

#### ***COMMUNICATIONS TEAM***

1. Carries out the education of \*Our Organization\* employees by informing them of the incident and making sure everyone is aware of the scam as deemed appropriate by Cyber Incident Response Management.
2. Messages the \*Our Organization\* employees about the system-wide password reset, and how the employees must go about regaining access to their user accounts as determined by the Technical assessment team and directed by Cyber Incident Response Management.

#### ***Post Incident***

#### ***CYBER INCIDENT RESPONSE MANAGEMENT***

1. Prepare a report for \*Our Organization\* Executive Management to include:
  - a. Estimate of the impact of addressing the phishing attack and the potential cost of not doing so,
  - b. Action taken during the attack's assessment,
  - c. Follow on efforts needed to eliminate or mitigate the vulnerability presented by the phishing attack,
  - d. Policies or procedures that may require updating, such as password change rules and procedures, and
  - e. Efforts taken to minimize the liabilities of negative exposure of the attack.
2. Provides the chronological log and any system audit logs requested by the Extended Team.
3. Documents any lessons learned and modifies the Cyber Incident Response Plan accordingly.

#### ***EXTENDED TEAM***

1. Legal works with the authorities to present any information relating to the phishing party.
2. No disciplinary action will need to be taken.

3. Executive Management Team (EMT) leveraged to communicate to employees about the threat of phishing attacks and to be vigilant.

## **Threat Example 3: Stolen Asset, Leaked Confidential Information**

### ***Escalation Level 0***

#### ***TECHNICAL OPERATIONS TEAM***

1. An \*Our Organization\* employee has his or her laptop stolen, which contains unencrypted confidential personal information of \*Our Organization\* residents, including names, addresses, Social Security numbers, etc. The information has been found and posted on the public Internet. The threat is escalated to Level 1.

### ***Escalation Level 1***

#### ***TECHNICAL OPERATIONS TEAM***

1. Determines that the attack has already taken place and that there is no initial technical defense possible in this circumstance. However, an internal data security practices audit is necessary to keep a data leak from happening again.
2. Notifies the Cyber Incident Coordinator.
3. Determines that employee action required to secure confidential data in the future through education. Contacts Service Center to arrange for instructions.

#### ***CYBER INCIDENT COORDINATOR***

1. Receives and tracks the stolen data event.
2. Escalates to Level 2, because the threat has manifested itself.
3. Determines relevant membership of the Technical Operations and Extended Technical teams.
4. Alerts IT organizations and applicable support organizations of the situation. Defensive action that must be taken involves an audit of information security practices internally to ensure further data breaches do not occur.
5. Alert Cyber Incident Response Management of the data leak.
6. Alert the Communications team.

#### ***COMMUNICATIONS TEAM***

1. Employee action is going to be required for the internal information security practices audit. The Communications Team notifies employees of the data breach and the actions that are going to be taken to prevent such a leak in the future.

## ***Escalation Level 2***

### ***CYBER INCIDENT COORDINATOR***

1. Notifies Cyber Incident Response Management of the data leak.
2. Alerts the Cyber Incident Response Support Team of the data leak.
3. Alerts the Extended Team.
4. Receives status of the information security audit from the Technical Assessment Team and reports to Cyber Incident Response Management.
5. Starts a chronological log of events from the origin of the data to determine how the data ended up in a situation where it could be leaked. The chronological log will be used to support possible follow on legal action as determined by \*Our Organization\*'s General Counsel and Executive Directors.

### ***TECHNICAL OPERATIONS TEAM***

1. Determines that containment of the incident is going to be legal in nature, but that information security practices will need to be overhauled.
2. Notifies Extended Technical Team of the plan to audit and augment data security practices internally, including any technical measures that will need to be put into place to that end.
3. Reports actions taken and status to the Cyber Incident Response Coordinator.

### ***CYBER INCIDENT RESPONSE MANAGEMENT***

1. Assumes responsibility for directing activities in regard to the incident.
2. Determines that escalation Level 2 is not sufficient and escalates the incident to Level 3.
3. Determines when the risk has been mitigated to an acceptable level.

### ***EXTENDED TECHNICAL TEAM***

1. Takes action to begin comprehensive information security practices audit internally, as determined by the Technical Operations Team.

2. Reports actions taken, number of personnel involved etc. to Incident Coordinator for the chronological log.

### ***COMMUNICATIONS TEAM***

1. Messages \*Our Organization\* employee population informing them of the information leak and the ensuing legal action, as deemed appropriate by Cyber Incident Response Management.
2. Messages \*Our Organization\* employee population of the forthcoming comprehensive information security practices audit and the organization-wide practices that will be augmented as determined by the Technical Operations team and directed by Cyber Incident Response Management.

### ***Escalation Level 3***

#### ***CYBER INCIDENT RESPONSE MANAGEMENT***

1. Directs the Cyber Incident Response Support team to:
  - a. Set up communications between all Cyber Incident Response Team Managers, and the Extended Support Team in the field,
  - b. Assume occupancy of the command center, and
  - c. Initialize an incident voice mail box where status messages can be placed to keep \*Our Organization\* personnel statused.
2. Alerts the Extended Team of the incident notifying them of the Severity Level.
3. Determines when the risk has been mitigated to an acceptable level after the comprehensive information security data protection audit and overhaul.
4. Statuses Executive Management as appropriate.

#### ***EXTENDED TEAM***

1. Contacts local, state, and federal authorities.
2. Makes arrangements for authorities to be allowed into the command center.
3. Ensures that all needed information is being collected to support legal action against the leaker and financial restitution for

those affected by the breach of their personal information by \*Our Organization\* personnel.

***CYBER INCIDENT RESPONSE COORDINATOR***

1. Continues maintaining the Chronological Log of the event.
2. Posts numbered status messages in the incident voice mail box for statusing \*Our Organization\* Executive Management Team (if applicable).

***COMMUNICATION TEAM***

1. Messages \*Our Organization\* population as directed by Cyber Incident Response Management regarding the status of the information security data practices audit and any forthcoming changes to be made to policy.

***TECHNICAL OPERATIONS TEAM***

1. Continues to monitor all known sources for alerts looking for further information or actions to take to eliminate the threat of further data being lost in any way, both internally and externally.
2. Continues reporting status to the Cyber Incident Response Coordinator for the chronological log of events.
3. Monitors effectiveness of the information security practices audit and subsequent changes and modifies them as necessary.
4. Statuses Cyber Incident Response Management on effectiveness of actions taken and progress in eliminating the threat of further information leakage.

***EXTENDED SUPPORT TEAM***

1. Continues the information security practices audit and changes to eradicate the further threat of data leaks as directed by Cyber Incident Response Management and the Technical Operations team.
2. Continues to report actions taken, number of personnel etc. to the Cyber Incident Response Coordinator for the chronological log.

***Post Incident***

***CYBER INCIDENT RESPONSE MANAGEMENT***

1. Prepare a report for \*Our Organization\* Executive Management to include:



- a. Estimate of the impact of addressing the data leak and the potential cost of not doing so,
  - b. Action taken during the comprehensive information security practices audit and assessment,
  - c. Follow on efforts needed to eliminate or mitigate any and all vulnerabilities that exist in terms of confidential data security,
  - d. Policies or procedures that may require updating to ensure strict oversight of sensitive data within \*Our Organization\*,
  - e. Efforts taken to minimize the liabilities of negative exposure of the attack.
2. Provides the chronological log and any system audit logs requested by the Extended Team.
  3. Documents any lessons learned and modifies the Cyber Incident Response Plan accordingly.

***EXTENDED TEAM***

1. Legal works with the authorities to present any information relating to the leaking party that may lead to prosecution.
2. Human Resources and Information Services work with \*Our Organization\* management to determine disciplinary action for the negligent employee.
3. Executive Management Team leveraged to communicate to employees about the seriousness of keeping data safe and the costs of not doing so, as exemplified in this case.

## Appendix C: ACIS Security Incidents Reporting Template\*

Incident Detector's Information				
Date/Time of Report				
First Name				
Last Name				
Department/Division				
Title/Position				
Work Email Address				
Contact Phone Numbers	<i>Work</i>	<i>Mobile</i>	<i>Pager</i>	<i>Other</i>
Reported Incident Information				
Incident Location				
Incident Point of Contact (if different than above)				
Priority	<i>Level 1 / Level 2 / Level 3</i>			
Data Breach?	<i>Yes / No</i>			
Breach Category				
Incident Type				
US-CERT Category	<i>DoS / Malicious Code / Probes and Scans / Unauthorized Access / Other</i>			
US-CERT Number				
Description				
Additional Support Action Requested				
Method Detected	<i>IDS/Log Review/ A/V Systems/ User Notification/ Other</i>			
Configuration Item(s) Affected				
Department/ Division Impact				
Information Sharing System for Sharing	<i>Entities with which ACIS can share incident data</i>			
Status	<i>Ongoing/ Resolved/ Etc.</i>			
Attacking Computer(s) Information				
IP Address / Range	Host Name	Operating System	Ports Targeted	System Purpose
Victims Computer(s) Information				
IP Address / Range	Host Name	Operating System	Ports Targeted	System Purpose
Action Plan				
Action Description				
Requestor				
Assignee				
Time Frame				
Status				

	Conclusion / Summary
Entities Notified	
Resolution	<i>Include whether lost materials recovered as part of the solution</i>

CJIS Reporting Template

Other?

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### Attachment 3 SAMPLE CIS Controls IG 1 Assessment and Plan

*NOTE: The Attachments provided in Exhibit 2 are Samples that can be used in carrying out the activities of this contract. The Contractor shall use these sample documents, an equivalent/improved version of their own creation, or an updated version published by the State at a future date on [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners).*

The following is a screenshot of Attachment 3. To obtain complete file please see [www.michigan.gov/cyberpartners](http://www.michigan.gov/cyberpartners).

CIS Control	CIS Sub-Control	Asset Type	Security Function	Title	Description	Implementation Group 1	Implementation Group 2	Implementation Group 3
1	<b>Inventory and Control of Hardware Assets</b>					X	X	X
	<i>Actively manage (inventory, track, and correct) all hardware devices on the network so that only authorized devices are given access, and unauthorized and unmanaged devices are found and prevented from gaining access.</i>					X	X	X
1	1.1	Devices	Identify	Utilize an Active Discovery Tool	Utilize an active discovery tool to identify devices connected to the organization's network and update the hardware asset inventory.		X	X
1	1.2	Devices	Identify	Use a Passive Asset Discovery Tool	Utilize a passive discovery tool to identify devices connected to the organization's network and automatically update the organization's hardware asset inventory.			X
1	1.3	Devices	Identify	Use DHCP Logging to Update Asset Inventory	Use Dynamic Host Configuration Protocol (DHCP) logging on all DHCP servers or IP address management tools to update the organization's hardware asset inventory.		X	X
1	1.4	Devices	Identify	Maintain Detailed Asset Inventory	Maintain an accurate and up-to-date inventory of all technology assets with the potential to store or process information. This inventory shall include all hardware assets, whether connected to the organization's network or not.	X	X	X
1	1.5	Devices	Identify	Maintain Asset Inventory Information	Ensure that the hardware asset inventory records the network address, hardware address, machine name, data asset owner, and department for each asset and whether the hardware asset has been approved to connect to the network.		X	X
1	1.6	Devices	Respond	Address Unauthorized Assets	Ensure that unauthorized assets are either removed from the network, quarantined, or the inventory is updated in a timely manner.	X	X	X
1	1.7	Devices	Protect	Deploy Port Level Access Control	Utilize port level access control, following 802.1x standards, to control which devices can authenticate to the network. The authentication system shall be tied into the hardware asset inventory data to ensure only authorized devices can connect to the network.		X	X
1	1.8	Devices	Protect	Utilize Client Certificates to Authenticate Hardware Assets	Use client certificates to authenticate hardware assets connecting to the organization's trusted network.			X

### Bid Tab Sheet for Cyber Security RFP

Scope of Services	Rozsmith	Securely Yours	Plante Moran	UHY	CyberCX	Crowe	Wildcard
CyberAssessment	\$ 24,284.30	\$ 20,000.00	\$ 41,500.00	\$ 25,900.00	\$ 31,700.00	\$ 39,595.00	\$ 148,235.00
Cyber-State Report	included in fee above	included in fee above	included in fee above	included in fee above	included in fee above	included in fee above	included in fee above
Cyber Improvement Plan	included in fee above	included in fee above	included in fee above	included in fee above	included in fee above	included in fee above	\$ 22,720.00
End of Year Assessment	included in fee above	included in fee above	\$ 1,500.00	included in fee above	included in fee above	included in fee above	\$ 15,830.00
Training and Education	\$ 937.80	\$ 1,200.00	Not explicitly included in the fee structure.	\$ 3,600.00	\$ 4,200.00	\$ 23,835.00	\$ 5,718.80
Penetration Test	\$ 27,698.10	\$ 2,100.00	Included in fee on \$41,500	\$ 14,800.00	included in fee of \$31,700	\$ 25,152.00	\$ 57,600.00
Response Plan	included in fee of \$24,284.30	included in fee of \$20,000	\$ 2,000.00	included in fee of \$25,900	included in fee of \$31,700	\$ 10,396.00	\$ 9,060.00
Travel	Not included	Not Required	Not Required	Not Required	included in fee of \$31,700	Included in fees above	\$ 5,547.62
<b>Total Bid</b>	<b>\$ 52,920.20</b>	<b>\$ 23,300.00</b>	<b>\$ 45,000.00</b>	<b>\$ 44,300.00</b>	<b>\$ 35,900.00</b>	<b>\$ 98,978.00</b>	<b>\$ 264,711.42</b>

<b>References Provided</b>	State of Georgia (GA) Chris Symons LLC (GA) Class LLC (GA)	Plymouth Township (MI) Baker Hostetler, LLP (OH) Discount Tire (AZ)	Ohio Deferred Compensation City of Sunnyvale, CA City Roseville, CA	City of Wixom Bloomfield Township City of Hazel Park	City of Greenblatt, MD Federal Civilian, Collasal Contracting RWJF	Lake County, IL KY Commonwealth of Tech Village of Northbrook, IL	Village of Martin FBI Washington Post City of Minneapolis
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# Law Office of Thomas J. Ryan, P.C.

2055 Orchard Lake Road, Sylvan Lake, MI 48320

(248)334-9938

**To:** John George, President, Members of Village Council and Kristin Rutkowski  
**From:** Thomas J. Ryan, Village Attorney  
**Date:** March 31, 2023  
**Re:** Opioid Settlement

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Dear President George and Members of Council:

The national opioid crisis has been discussed in the media in recent years. There were several lawsuits started against various manufacturers, distributors, and providers of opioid products. The State of Michigan joined several opioid lawsuits against various distributors and manufacturers. In January of 2022, the Village Council approved the release of settlement funds in two lawsuits against distributors McKesson, Cardinal Health and AmerisourceBergen and one manufacturer, Janssen Pharmaceuticals, Inc, and its parent company Johnson & Johnson (collectively, Janssen). As of this date, the Village has received monetary funds in the amount of \$15,883.80 from the settlements. The Village will continue to receive funds over a number of years.

Now, five more monetary settlements have been reached with the following parties: Teva, Allergan, CVS, and Walmart. The Michigan Attorney General is still finalizing a settlement agreement with Walgreens. The Village was forwarded the Master Litigation Agreement and four Participation Settlement Agreements with Allergan, Teva, CVS and Walmart. The Participation Settlement Agreements (Exhibit A) and Master Litigation Agreement (Exhibit B) are attached for your review.

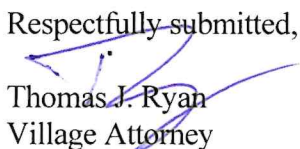
The money we will receive from these settlements will be paid over a number of years and it is undetermined as to the exact amount the village will receive at this point. To receive the money the Village would need to execute the attached Settlement Participation Forms for each entity noted above. Like the monies received from the previous settlements, these funds cannot be used for general fund purposes, but will be used to address either the care, treatment or public education programs dealing with opioids and opioid addiction.

This money, should it be accepted by the Village Council through the execution of these agreements would be placed in a special fund for only these purposes and by accepting the money the Village would release these entities from any further liability that would be taken by the Village for and on behalf of the Village on these issues.

It is unlikely the Village would engage in such an action against two large pharmaceutical and two large drug retail corporations and if it is deemed appropriate by Village Council, I would suggest Village Council authorize the Village President and/or Village Manager to sign the Participation Settlement Agreements and accept these funds for the purposes indicated.

I would be pleased to discuss this with you further.

Respectfully submitted,

  
 Thomas J. Ryan  
 Village Attorney

# EXHIBIT A

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart  
Opioids Implementation Administrator  
[opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com)

Beverly Hills village, MI  
Reference Number: CL-386716

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:***

**THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.**

**Deadline: April 18, 2023**

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Michigan is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement. At this time, Michigan has not joined the Walgreens National Settlement. The Michigan Department of the Attorney General continues to work on a resolution pertaining to Walgreens.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, and Walmart, including a release of any claims.
- The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements.

**The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.**

The proposed Michigan State-Subdivision Agreement for the Teva, Allergan, CVS, and Walmart Settlements is included for reference. This agreement is in the process of being ratified. The agreement defines the distribution between the State



and Local Subdivisions and determines the allocation percentage of each Local Subdivision.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to interstate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

### **How to return signed forms:**

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com).

**The sign-on period for subdivisions ends on April 18, 2023.**

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com), or Assistant Attorney General Matt Walker at the Michigan Department of Attorney General at 517-335-7632 or [AG-OpioidLitigation@michigan.gov](mailto:AG-OpioidLitigation@michigan.gov).

Thank you,

National Opioids Settlements Implementation Administrator

*The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.*

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes      ☐ No

Governmental Entity: Beverly Hills village	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity: Beverly Hills village	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes      ☐ No

Governmental Entity: Beverly Hills village	State: MI
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes      ☐ No

Governmental Entity: Beverly Hills village	State: MI
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# EXHIBIT B

## **MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF ALLERGAN, TEVA, CVS, AND WALMART SETTLEMENT AGREEMENTS**

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by seeking compensation for past damages and imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

### **I. Definitions**

As used in this Memorandum of Understanding ("MOU"):

- A. "Administrative Fund" is 0.3% of the Local Government Share.
- B. "Actual Attorney Fees" are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government's Actual Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- C. "Actual Total Recovery" is the aggregated monetary recovery that an individual Litigating Local Government receives, based on that Litigating Local Government's Final Allocation Percentage and aggregate Local Government Share.
- D. "De minimis-share Local Government" is a Participating Local Government whose Final Allocation Percentage is less than .0083%.



- E. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is the Final Allocation Percentage for each Local Government.
- F. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- G. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an annually adjusted percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- H. “Litigating Local Governments” are the entities indicated as litigating in Exhibit C of this agreement.
- I. “Litigation Adjustment” is an adjustment applied to the Preliminary Allocation Percentage.
- J. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this State-Subdivision Agreement.
- K. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in the Exhibits that identify the eligible Local Governments of each of the Settlements.
- L. “National Contingency Fee Fund” are the individual Contingency Fee Funds established in the Settlements to compensate Litigating Local Government Attorneys.
- M. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- N. “Neutral Special Master” is an independent mediator selected by the State.
- O. “Opioid Remediation” is the term as defined by the Settlements.
- P. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement for the Settlements.
- Q. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- R. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- S. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit B of this agreement.
- T. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery. This does not include any fee payments for common benefit work as defined by the Settlements.
- U. “Projected Total Recovery” is the aggregated monetary recovery that an individual Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share.
- V. “Settlements” are the Allergan, Teva, CVS, and Walmart national settlement agreements related to opioids and entered by the State in December 2022.
- W. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- X. “Special Circumstance Fund” is 5% of the Local Government Share.
- Y. “State” is the State of Michigan acting through its Attorney General or her designees.
- Z. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this State-Subdivision Agreement.

## **II. Terms**

- 1. Participation in Settlements: The Parties agree that to participate in the Settlements, Local Governments must execute a Participation Agreement.
- 2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.

3. Distribution:

Settlement Payments are allocated as follows:

- 50% of Settlement Payments to the Local Government Share
- 50% of Settlement Payments to the State Share

4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:

- Administrative Fund
- Litigating Local Government Attorney Fee Fund
- Special Circumstance Fund

5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution, the Litigating Local Governments are entitled to a Litigation Adjustment of 12%.

6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the Projected Total Recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.

7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlement, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.

8. Litigation Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.

9. Attorney Fees:

- a. Attorney fee payments shall be paid from the LLGAFF, but only in years where Settlement Payments to the Local Government Share are greater than \$0.00.
- b. Projected Attorney Fees shall be calculated as 15% of an individual Litigating Local Government's Projected Total Recovery, as previously agreed upon in the Michigan State-Subdivision for the Distributor and Janssen Settlements. Projected Attorney Fees shall be paid in equal installments over the shorter of: (i) the first seven Settlement Payments; or (ii) the total number of Settlement Payments.
- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee annual installment payment, the LLGAFF shall pay the deficiency for that year. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency. A Projected Attorney Fee payment from the LLGAFF may not exceed any restrictions in the Teva, Walmart, CVS, or Allergan Settlement Agreements, respectively, that restrict the amount of settlement funds that may be allocable to non-Opioid Remediation purposes from each of those settlements.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery.
- e. If a Litigating Local Government's Actual Total Recovery is less than the Projected Total Recovery, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery.
- f. The Parties shall endeavor to reconcile any timing discrepancies between fee payments from the National Contingency Fee Fund and the LLGAFF to assure payment of a 15% Attorney Fee.

10. Special Circumstance Fund: An application to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to

the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. The deadline for initial applications shall be determined by the Michigan Department of Attorney General and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to the initial deadline and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this State-Subdivision Agreement. The Escrow Agent shall be entitled to a reasonable fee for their services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.
13. Reversion to Local Government Share:
  - a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.

- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee annual installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

### III. Other Terms and Conditions

1. Governing Law and Venue: This agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under the agreement, unless otherwise specified in this agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Michigan.
2. Modification: This agreement may only be modified by a written amendment between the appropriate Parties. No promises or agreements made after the execution of this agreement shall be binding unless expressly reduced to writing and signed by the Parties.
3. Execution in Counterparts: This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. Assignment: The rights granted in this agreement may not be assigned or transferred by any Party without the prior written approval of the other Party. No Party shall be permitted to delegate its responsibilities or obligations under this agreement without the prior written approval of the other Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this agreement.
6. Captions: The captions contained in this agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this agreement or any part of it.
7. Entire Agreement: This agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This agreement



supersedes all previous oral or written communications, representations, or agreements on this subject.

8. Construction: The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this agreement and that, accordingly, in any construction to be made of this agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the agreement and the expressed intent of the Parties.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this agreement on their behalf are duly authorized and fully competent to do so.
10. Effectiveness: This agreement shall become effective on the date on which the last required signature is affixed to this agreement.

## Exhibit A - Final Allocation Percentage

Local Government	Final Allocation Percentage
Ada Township	0.0043760292%
Adrian City	0.0339626660%
Alcona County	0.0934630120%
Alger County	0.0879526161%
Algoma Township	0.0017535337%
Allegan County	0.4616561194%
Allen Park City	0.0642202609%
Allendale Charter Township	0.0046474905%
Alpena County	0.3552568075%
Alpine Charter Township	0.0015193823%
Ann Arbor City	0.2767977793%
Antrim County	0.2666726546%
Antwerp Township	0.0007847494%
Arenac County	0.1805504891%
Auburn Hills City	0.0703250556%
Bangor Charter Township	0.0065282392%
Baraga County	0.0830046065%
Barry County	0.2587191476%
Bath Charter Township	0.0321460332%
Battle Creek City	0.2045817057%
Bay City	0.0685863654%
Bay County	1.2330105691%
Bedford Township	0.0246542442%
Benton Charter Township	0.0542117185%
Benzie County	0.1559709002%
Berkley City	0.0214483383%
Berrien County	1.4353012866%
Beverly Hills Village	0.0274893432%
Big Rapids City	0.0146444451%
Birmingham City	0.0616071651%
Bloomfield Charter Township	0.1431441040%
Branch County	0.3823020966%
Brandon Charter Township	0.0178348199%
Brighton Township	0.0006049341%
Brownstown Charter Township	0.0618601336%

## Exhibit A - Final Allocation Percentage

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Burton City	0.0198287415%
Byron Township	0.0085803473%
Cadillac City	0.0592857184%
Caledonia Charter Township	0.0027577830%
Calhoun County	1.8505476605%
Cannon Township	0.0033093395%
Canton Charter Township	0.2635381672%
Cascade Charter Township	0.0121186350%
Cass County	0.4127455392%
Charlevoix County	0.2142858041%
Cheboygan County	0.3167238809%
Chesterfield Charter Township	0.1262511644%
Chippewa County	0.2680205692%
Clare County	0.2799817433%
Clawson City	0.0139497332%
Clinton Charter Township	0.6524317943%
Clinton County	0.5402669012%
Coldwater City	0.0077283577%
Commerce Charter Township	0.0198854362%
Comstock Charter Township	0.0084518668%
Cooper Charter Township	0.0009590766%
Crawford County	0.2886253251%
Davison Township	0.0088446355%
Dearborn City	0.2996583319%
Dearborn Heights City	0.1053620175%
Delhi Charter Township	0.0196753105%
Delta Charter Township	0.0405538922%
Delta County	0.2604485158%
Detroit City	7.1316532282%
Dewitt Charter Township	0.0367701778%
Dickinson County	0.2772929170%
East Bay Township	0.0014646767%
East Grand Rapids City	0.0207354059%
East Lansing City	0.1928773141%
Eastpointe City	0.1677249820%
Eaton County	1.0040382409%
Egelston Township	0.0059203305%
Emmet County	0.1813256578%
Emmett Charter Township	0.0081390406%

## Exhibit A - Final Allocation Percentage

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Escanaba City	0.0181020848%
Farmington City	0.0220247278%
Farmington Hills City	0.1651189520%
Fenton Charter Township	0.0018526954%
Fenton City	0.0479607189%
Ferndale City	0.0891131349%
Flat Rock City	0.0171781967%
Flint Charter Township	0.0255754903%
Flint City	2.9548125615%
Flushing Charter Township	0.0037431147%
Fort Gratiot Charter Township	0.0094416381%
Fraser City	0.0800906838%
Frenchtown Charter Township	0.0488838534%
Fruitport Charter Township	0.0129270962%
Gaines Township, Kent County	0.0089914131%
Garden City	0.0360229820%
Garfield Charter Township	0.0004066570%
Genesee Charter Township	0.0129462245%
Genesee County	2.0590679068%
Genoa Township	0.0000756167%
Georgetown Charter Township	0.0072026921%
Gladwin County	0.2150307736%
Gogebic County	0.0746722684%
Grand Blanc Charter Township	0.0209833611%
Grand Haven Charter Township	0.0112761850%
Grand Haven City	0.0347728914%
Grand Rapids Charter Township	0.0037568289%
Grand Rapids City	1.3440310108%
Grand Traverse County	0.9233801980%
Grandville City	0.0278015743%
Gratiot County	0.3525172203%
Green Oak Township	0.0321695305%
Grosse Ile Township	0.0214222891%
Grosse Pointe Park City	0.0283111539%
Grosse Pointe Woods City	0.0201749251%
Hamburg Township	0.0339303208%
Hamtramck City	0.1082345398%
Harper Woods City	0.0302106475%
Harrison Charter Township	0.1242049355%

## Exhibit A - Final Allocation Percentage

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Hartland Township	0.0002916646%
Hazel Park City	0.0439995757%
Highland Charter Township	0.0175909627%
Highland Park City	0.0233942274%
Hillsdale County	0.4179678350%
Holland Charter Township	0.0174327221%
Holland City	0.0989468652%
Holly Township	0.0024496552%
Houghton County	0.2492720157%
Huron Charter Township	0.0404726923%
Huron County	0.1750661517%
Independence Charter Township	0.0493200938%
Ingham County	2.3910807430%
Inkster City	0.0997567285%
Ionia City	0.0268462855%
Ionia County	0.5494312513%
Iosco County	0.3597973006%
Iron County	0.1234778975%
Iron Mountain City	0.0102890430%
Isabella County	0.6406629239%
Jackson City	0.1975961131%
Jackson County	0.6486601285%
Kalamazoo Charter Township	0.0310860965%
Kalamazoo City	0.2263063196%
Kalamazoo County	2.2227072398%
Kalkaska County	0.0983797692%
Kent County	3.1145250537%
Kentwood City	0.0850489860%
Keweenaw County	0.0040439910%
Lake County	0.0815750848%
Lansing City	0.5944941436%
Lapeer County	0.4730735299%
Leelanau County	0.1385869500%
Lenawee County	0.8823792954%
Lenox Township	0.0066875918%
Leoni Township	0.0054332410%
Lincoln Charter Township	0.0106649534%
Lincoln Park City	0.0949381273%
Livingston County	1.4976536818%

## Exhibit A - Final Allocation Percentage

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Livonia City	0.4479740966%
Luce County	0.0715137352%
Lyon Charter Township	0.0036024341%
Mackinac County	0.0543490033%
Macomb County	8.6511046551%
Macomb Township	0.0646503489%
Madison Heights City	0.0862367299%
Manistee County	0.3495468254%
Marion Township, Livingston County	0.0001188263%
Marquette City	0.0187316345%
Marquette County	0.6035274193%
Mason County	0.2785770312%
Mecosta County	0.1984658748%
Melvindale City	0.0310542941%
Menominee County	0.0944228353%
Meridian Charter Township	0.0423078149%
Midland City	0.1806420880%
Midland County	0.3217601862%
Milford Charter Township	0.0038407489%
Missaukee County	0.0599227243%
Monitor Charter Township	0.0026396387%
Monroe Charter Township	0.0071543602%
Monroe City	0.1256002278%
Monroe County	1.7154393930%
Montcalm County	0.6957834128%
Montmorency County	0.0985848161%
Mount Clemens City	0.0300567479%
Mount Morris Charter Township	0.0148781594%
Mount Pleasant City	0.0213788564%
Mundy Charter Township	0.0090106554%
Muskegon Charter Township	0.0215634933%
Muskegon City	0.1044619233%
Muskegon County	1.9100374032%
Muskegon Heights City	0.0299042116%
New Baltimore City	0.0287085237%
Newaygo County	0.5231812721%
Niles City	0.0348555605%
Niles Township	0.0128680285%
Northville Charter Township	0.0937410512%



## Exhibit A - Final Allocation Percentage

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Norton Shores City	0.0419374121%
Novi City	0.0875890282%
Oak Park City	0.0620117462%
Oakland Charter Township	0.0163938462%
Oakland County	5.8535727114%
Oceana County	0.2437642147%
Oceola Township	0.0002160479%
Ogemaw County	0.6231253016%
Ontonagon County	0.0564870884%
Orion Charter Township	0.0289580279%
Osceola County	0.2155121864%
Oscoda County	0.0586611524%
Oshtemo Charter Township	0.0074328492%
Otsego County	0.3179205988%
Ottawa County	0.8861345094%
Owosso City	0.0358761118%
Oxford Charter Township	0.0131849087%
Park Township, Ottawa County	0.0041475564%
Pittsfield Charter Township	0.0284820374%
Plainfield Charter Township	0.0087988887%
Plymouth Charter Township	0.0369908346%
Pontiac City	0.3368814739%
Port Huron Charter Township	0.0086247881%
Port Huron City	0.1557098020%
Portage City	0.0586895466%
Presque Isle County	0.1629846795%
Redford Charter Township	0.1266652554%
Riverview City	0.0288390774%
Rochester City	0.0238536559%
Rochester Hills City	0.0403860572%
Romulus City	0.1043054582%
Roscommon County	0.4301836680%
Roseville City	0.2553592802%
Royal Oak City	0.1551263540%
Saginaw Charter Township	0.0413527002%
Saginaw City	0.2574050901%
Saginaw County	1.8052764386%
Sanilac County	0.3884585223%
Sault Ste. Marie City	0.1102861730%

## Exhibit A - Final Allocation Percentage

<b>Local Government</b>	<b>Final Allocation Percentage</b>
Schoolcraft County	0.0471801158%
Scio Charter Township	0.0030790141%
Shelby Charter Township	0.3026860745%
Shiawassee County	0.8126041030%
South Lyon City	0.0154738400%
Southfield City	0.2350837642%
Southfield Township	0.0000665064%
Southgate City	0.0530873036%
Spring Lake Township	0.0062120900%
Springfield Charter Township	0.0026713434%
St Clair County	2.2355271010%
St Joseph County	0.2548942158%
St. Clair Shores City	0.2031104044%
Sterling Heights City	1.0536459782%
Sturgis City	0.0358119958%
Summit Township, Jackson County	0.0087972622%
Superior Charter Township	0.0072444420%
Taylor City	0.2249624195%
Texas Charter Township	0.0031110081%
Thomas Township	0.0075956313%
Traverse City	0.0694748751%
Trenton City	0.0287924922%
Troy City	0.1410325234%
Tuscola County	0.4964109876%
Tyrone Township, Livingston County	0.0057576762%
Union Charter Township	0.0000306095%
Van Buren Charter Township	0.0769291491%
Van Buren County	0.4558652989%
Vienna Charter Township, Genesee County	0.0051656581%
Walker City	0.0344878971%
Warren City	1.3154129040%
Washington Township, Macomb County	0.0483326054%
Washtenaw County	2.6615292034%
Waterford Charter Township	0.1306353444%
Wayne City	0.0938477712%
Wayne County	11.4087527346%
West Bloomfield Charter Township	0.1567169672%
Westland City	0.3653116491%
Wexford County	0.3345381450%

## Exhibit A - Final Allocation Percentage

<b>Local Government</b>	<b>Final Allocation Percentage</b>
White Lake Charter Township	0.0349824061%
Wixom City	0.0220746076%
Woodhaven City	0.0341752498%
Wyandotte City	0.0583665385%
Wyoming City	0.1526406854%
Ypsilanti Charter Township	0.0345854854%
Ypsilanti City	0.0536952762%
Zeeland Charter Township	0.0036753989%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000000%

## Exhibit B - Preliminary Allocation Percentage

Local Government	Preliminary Allocation Percentage
Ada Township	0.0073233482%
Adrian City	0.0568370128%
Alcona County	0.0834491179%
Alger County	0.0785291215%
Algoma Township	0.0029345640%
Allegan County	0.7725881935%
Allen Park City	0.1074735355%
Allendale Charter Township	0.0077776425%
Alpena County	0.3171935781%
Alpine Charter Township	0.0025427083%
Ann Arbor City	0.4632250874%
Antrim County	0.2381005845%
Antwerp Township	0.0013132895%
Arenac County	0.1612057938%
Auburn Hills City	0.1176899978%
Bangor Charter Township	0.0109251027%
Baraga County	0.0741112558%
Barry County	0.4329702358%
Bath Charter Township	0.0537968516%
Battle Creek City	0.3423704436%
Bay City	0.1147802745%
Bay County	1.1009022938%
Bedford Township	0.0412592343%
Benton Charter Township	0.0907240950%
Benzie County	0.1392597323%
Berkley City	0.0358941044%
Berrien County	1.2815190059%
Beverly Hills Village	0.0460038135%
Big Rapids City	0.0245076907%
Birmingham City	0.1031004819%
Bloomfield Charter Township	0.2395537286%
Branch County	0.3413411577%
Brandon Charter Township	0.0298468290%
Brighton Township	0.0010123659%
Brownstown Charter Township	0.1035238283%

## Exhibit B - Preliminary Allocation Percentage

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Burton City	0.0331836857%
Byron Township	0.0143593354%
Cadillac City	0.0992155073%
Caledonia Charter Township	0.0046151897%
Calhoun County	1.6522746969%
Cannon Township	0.0055382276%
Canton Charter Township	0.2353019350%
Cascade Charter Township	0.0202807109%
Cass County	0.3685228029%
Charlevoix County	0.1913266108%
Cheboygan County	0.2827891794%
Chesterfield Charter Township	0.2112831498%
Chippewa County	0.2393040796%
Clare County	0.4685534972%
Clawson City	0.0233450803%
Clinton Charter Township	0.5825283878%
Clinton County	0.4823811618%
Coldwater City	0.0129335184%
Commerce Charter Township	0.0332785651%
Comstock Charter Township	0.0141443213%
Cooper Charter Township	0.0016050286%
Crawford County	0.2577011831%
Davison Township	0.0148016255%
Dearborn City	0.5014825529%
Dearborn Heights City	0.1763248603%
Delhi Charter Township	0.0329269168%
Delta Charter Township	0.0678675252%
Delta County	0.2325433177%
Detroit City	6.3675475252%
Dewitt Charter Township	0.0615354244%
Dickinson County	0.2475829616%
East Bay Township	0.0024511576%
East Grand Rapids City	0.0347010017%
East Lansing City	0.1722118876%
Eastpointe City	0.2806901834%
Eaton County	0.8964627151%
Egelston Township	0.0099077587%
Emmet County	0.3034511111%
Emmett Charter Township	0.0136208021%

## Exhibit B - Preliminary Allocation Percentage

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Escanaba City	0.0161625757%
Farmington City	0.0368587005%
Farmington Hills City	0.2763289545%
Fenton Charter Township	0.0031005125%
Fenton City	0.0802629568%
Ferndale City	0.1491321203%
Flat Rock City	0.0287479606%
Flint Charter Township	0.0428009530%
Flint City	2.6382255013%
Flushing Charter Township	0.0062641566%
Fort Gratiot Charter Township	0.0158007179%
Fraser City	0.1340329179%
Frenchtown Charter Township	0.0818078358%
Fruitport Charter Township	0.0216336824%
Gaines Township, Kent County	0.0150472599%
Garden City	0.0602849815%
Garfield Charter Township	0.0006805464%
Genesee Charter Township	0.0216656939%
Genesee County	1.8384534882%
Genoa Township	0.0001265457%
Georgetown Charter Township	0.0120538094%
Gladwin County	0.3598571100%
Gogebic County	0.1249651212%
Grand Blanc Charter Township	0.0351159584%
Grand Haven Charter Township	0.0188708587%
Grand Haven City	0.0581929367%
Grand Rapids Charter Township	0.0062871075%
Grand Rapids City	1.2000276882%
Grand Traverse County	0.8244466054%
Grandville City	0.0465263367%
Gratiot County	0.3147475181%
Green Oak Township	0.0538361746%
Grosse Ile Township	0.0358505107%
Grosse Pointe Park City	0.0473791255%
Grosse Pointe Woods City	0.0337630289%
Hamburg Township	0.0567828826%
Hamtramck City	0.1811320680%
Harper Woods City	0.0505579556%
Harrison Charter Township	0.1108972638%



## Exhibit B - Preliminary Allocation Percentage

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Hartland Township	0.0004881050%
Hazel Park City	0.0736339264%
Highland Charter Township	0.0294387306%
Highland Park City	0.0391505779%
Hillsdale County	0.3731855670%
Holland Charter Township	0.0291739126%
Holland City	0.1655890102%
Holly Township	0.0040995334%
Houghton County	0.2225642997%
Huron Charter Township	0.0361363324%
Huron County	0.2929757372%
Independence Charter Township	0.0825378903%
Ingham County	2.1348935205%
Inkster City	0.1669443281%
Ionia City	0.0449276471%
Ionia County	0.4905636172%
Iosco County	0.3212475898%
Iron County	0.1102481228%
Iron Mountain City	0.0091866455%
Isabella County	0.5720204678%
Jackson City	0.1764251010%
Jackson County	1.0855421077%
Kalamazoo Charter Township	0.0520230321%
Kalamazoo City	0.3787268993%
Kalamazoo County	1.9845600355%
Kalkaska County	0.1646399668%
Kent County	2.7808259408%
Kentwood City	0.1423307082%
Keweenaw County	0.0067676775%
Lake County	0.0728348971%
Lansing City	0.5307983425%
Lapeer County	0.7916953951%
Leelanau County	0.1237383482%
Lenawee County	0.7878386566%
Lenox Township	0.0111917816%
Leoni Township	0.0090926074%
Lincoln Charter Township	0.0178479538%
Lincoln Park City	0.1588803292%
Livingston County	1.3371907873%

## Exhibit B - Preliminary Allocation Percentage

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Livonia City	0.3999768720%
Luce County	0.0638515493%
Lyon Charter Township	0.0060287256%
Mackinac County	0.0909538431%
Macomb County	7.7242005849%
Macomb Township	0.1081932941%
Madison Heights City	0.1443184148%
Manistee County	0.3120953798%
Marion Township, Livingston County	0.0001988576%
Marquette City	0.0313476613%
Marquette County	0.5388637672%
Mason County	0.2487294921%
Mecosta County	0.3321355122%
Melvindale City	0.0519698104%
Menominee County	0.1580179806%
Meridian Charter Township	0.0708027402%
Midland City	0.3023071472%
Midland County	0.5384703258%
Milford Charter Township	0.0064275489%
Missaukee County	0.1002815458%
Monitor Charter Township	0.0044174736%
Monroe Charter Township	0.0119729252%
Monroe City	0.2101937979%
Monroe County	1.5316423152%
Montcalm County	0.6212351900%
Montmorency County	0.0880221572%
Mount Clemens City	0.0503004024%
Mount Morris Charter Township	0.0248988150%
Mount Pleasant City	0.0357778255%
Mundy Charter Township	0.0150794621%
Muskegon Charter Township	0.0360868180%
Muskegon City	0.1748185396%
Muskegon County	1.7053905386%
Muskegon Heights City	0.0500451306%
New Baltimore City	0.0480441296%
Newaygo County	0.4671261358%
Niles City	0.0583312847%
Niles Township	0.0215348319%
Northville Charter Township	0.0836973671%

## Exhibit B - Preliminary Allocation Percentage

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Norton Shores City	0.0701828658%
Novi City	0.1465815056%
Oak Park City	0.1037775542%
Oakland Charter Township	0.0274353387%
Oakland County	5.2264042066%
Oceana County	0.2176466203%
Oceola Township	0.0003615593%
Ogemaw County	0.5563618764%
Ontonagon County	0.0504349004%
Orion Charter Township	0.0484616785%
Osceola County	0.1924215950%
Oscoda County	0.0981702870%
Oshtemo Charter Township	0.0124389806%
Otsego County	0.2838576775%
Ottawa County	1.4829589190%
Owosso City	0.0600391920%
Oxford Charter Township	0.0220651355%
Park Township, Ottawa County	0.0069409957%
Pittsfield Charter Township	0.0254303905%
Plainfield Charter Township	0.0147250675%
Plymouth Charter Township	0.0619046968%
Pontiac City	0.3007870303%
Port Huron Charter Township	0.0144337077%
Port Huron City	0.2605826060%
Portage City	0.0982178051%
Presque Isle County	0.1455220353%
Redford Charter Township	0.2119761371%
Riverview City	0.0482626131%
Rochester City	0.0399194381%
Rochester Hills City	0.0675866509%
Romulus City	0.0931298734%
Roscommon County	0.3840925607%
Roseville City	0.4273474490%
Royal Oak City	0.2596061973%
Saginaw Charter Township	0.0692043420%
Saginaw City	0.4307711416%
Saginaw County	1.6118539630%
Sanilac County	0.3468379663%
Sault Ste. Marie City	0.0984697973%

## Exhibit B - Preliminary Allocation Percentage

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
Schoolcraft County	0.0789566063%
Scio Charter Township	0.0051527746%
Shelby Charter Township	0.5065495239%
Shiawassee County	0.7255393777%
South Lyon City	0.0258956950%
Southfield City	0.3934160797%
Southfield Township	0.0001112995%
Southgate City	0.0888423705%
Spring Lake Township	0.0103960225%
Springfield Charter Township	0.0044705319%
St Clair County	1.9960063402%
St Joseph County	0.4265691571%
St. Clair Shores City	0.3399081996%
Sterling Heights City	0.9407553377%
Sturgis City	0.0599318930%
Summit Township, Jackson County	0.0147223455%
Superior Charter Township	0.0121236785%
Taylor City	0.3764778630%
Texas Charter Township	0.0052063171%
Thomas Township	0.0127113988%
Traverse City	0.0620311385%
Trenton City	0.0481846521%
Troy City	0.2360199679%
Tuscola County	0.4432240961%
Tyrone Township, Livingston County	0.0096355544%
Union Charter Township	0.0000512255%
Van Buren Charter Township	0.0686867403%
Van Buren County	0.7628971716%
Vienna Charter Township, Genesee County	0.0086448035%
Walker City	0.0577159947%
Warren City	1.1744758071%
Washington Township, Macomb County	0.0808853142%
Washtenaw County	2.3763653602%
Waterford Charter Township	0.2186201385%
Wayne City	0.0837926529%
Wayne County	10.1863863702%
West Bloomfield Charter Township	0.2622681115%
Westland City	0.3261711153%
Wexford County	0.2986947723%

## Exhibit B - Preliminary Allocation Percentage

<b>Local Government</b>	<b>Preliminary Allocation Percentage</b>
White Lake Charter Township	0.0585435626%
Wixom City	0.0369421752%
Woodhaven City	0.0571927749%
Wyandotte City	0.0976772465%
Wyoming City	0.2554463949%
Ypsilanti Charter Township	0.0578793100%
Ypsilanti City	0.0898598214%
Zeeland Charter Township	0.0061508332%
Blackman Charter Township	0.0000000000%
Detroit Wayne Mental Health Authority	0.0000000000%
Total	100.0000000003%

## Exhibit C - Litigating Local Governments

Local Government	Litigating Local Government
Ada Township	
Adrian City	
Alcona County	Yes
Alger County	Yes
Algoma Township	
Allegan County	
Allen Park City	
Allendale Charter Township	
Alpena County	Yes
Alpine Charter Township	
Ann Arbor City	
Antrim County	Yes
Antwerp Township	
Arenac County	Yes
Auburn Hills City	
Bangor Charter Township	
Baraga County	Yes
Barry County	
Bath Charter Township	
Battle Creek City	
Bay City	
Bay County	Yes
Bedford Township	
Benton Charter Township	
Benzie County	Yes
Berkley City	
Berrien County	Yes
Beverly Hills Village	
Big Rapids City	
Birmingham City	
Bloomfield Charter Township	
Branch County	Yes
Brandon Charter Township	
Brighton Township	
Brownstown Charter Township	



## Exhibit C - Litigating Local Governments

<b>Local Government</b>	<b>Litigating Local Government</b>
Burton City	
Byron Township	
Cadillac City	
Caledonia Charter Township	
Calhoun County	Yes
Cannon Township	
Canton Charter Township	Yes
Cascade Charter Township	
Cass County	Yes
Charlevoix County	Yes
Cheboygan County	Yes
Chesterfield Charter Township	
Chippewa County	Yes
Clare County	
Clawson City	
Clinton Charter Township	Yes
Clinton County	Yes
Coldwater City	
Commerce Charter Township	
Comstock Charter Township	
Cooper Charter Township	
Crawford County	Yes
Davison Township	
Dearborn City	
Dearborn Heights City	
Delhi Charter Township	
Delta Charter Township	
Delta County	Yes
Detroit City	Yes
Dewitt Charter Township	
Dickinson County	Yes
East Bay Township	
East Grand Rapids City	
East Lansing City	Yes
Eastpointe City	
Eaton County	Yes
Egelston Township	
Emmet County	
Emmett Charter Township	

## Exhibit C - Litigating Local Governments

<b>Local Government</b>	<b>Litigating Local Government</b>
Escanaba City	Yes
Farmington City	
Farmington Hills City	
Fenton Charter Township	
Fenton City	
Ferndale City	
Flat Rock City	
Flint Charter Township	
Flint City	Yes
Flushing Charter Township	
Fort Gratiot Charter Township	
Fraser City	
Frenchtown Charter Township	
Fruitport Charter Township	
Gaines Township, Kent County	
Garden City	
Garfield Charter Township	
Genesee Charter Township	
Genesee County	Yes
Genoa Township	
Georgetown Charter Township	
Gladwin County	
Gogebic County	
Grand Blanc Charter Township	
Grand Haven Charter Township	
Grand Haven City	
Grand Rapids Charter Township	
Grand Rapids City	Yes
Grand Traverse County	Yes
Grandville City	
Gratiot County	Yes
Green Oak Township	
Grosse Ile Township	
Grosse Pointe Park City	
Grosse Pointe Woods City	
Hamburg Township	
Hamtramck City	
Harper Woods City	
Harrison Charter Township	Yes

<b>Local Government</b>	<b>Litigating Local Government</b>
Hartland Township	
Hazel Park City	
Highland Charter Township	
Highland Park City	
Hillsdale County	Yes
Holland Charter Township	
Holland City	
Holly Township	
Houghton County	Yes
Huron Charter Township	Yes
Huron County	
Independence Charter Township	
Ingham County	Yes
Inkster City	
Ionia City	
Ionia County	Yes
Iosco County	Yes
Iron County	Yes
Iron Mountain City	Yes
Isabella County	Yes
Jackson City	Yes
Jackson County	
Kalamazoo Charter Township	
Kalamazoo City	
Kalamazoo County	Yes
Kalkaska County	
Kent County	Yes
Kentwood City	
Keweenaw County	
Lake County	Yes
Lansing City	Yes
Lapeer County	
Leelanau County	Yes
Lenawee County	Yes
Lenox Township	
Leoni Township	
Lincoln Charter Township	
Lincoln Park City	
Livingston County	Yes

<b>Local Government</b>	<b>Litigating Local Government</b>
Livonia City	Yes
Luce County	Yes
Lyon Charter Township	
Mackinac County	
Macomb County	Yes
Macomb Township	
Madison Heights City	
Manistee County	Yes
Marion Township, Livingston County	
Marquette City	
Marquette County	Yes
Mason County	Yes
Mecosta County	
Melvindale City	
Menominee County	
Meridian Charter Township	
Midland City	
Midland County	
Milford Charter Township	
Missaukee County	
Monitor Charter Township	
Monroe Charter Township	
Monroe City	
Monroe County	Yes
Montcalm County	Yes
Montmorency County	Yes
Mount Clemens City	
Mount Morris Charter Township	
Mount Pleasant City	
Mundy Charter Township	
Muskegon Charter Township	
Muskegon City	
Muskegon County	Yes
Muskegon Heights City	
New Baltimore City	
Newaygo County	Yes
Niles City	
Niles Township	
Northville Charter Township	Yes

## Exhibit C - Litigating Local Governments

<b>Local Government</b>	<b>Litigating Local Government</b>
Norton Shores City	
Novi City	
Oak Park City	
Oakland Charter Township	
Oakland County	Yes
Oceana County	Yes
Oceola Township	
Ogemaw County	Yes
Ontonagon County	Yes
Orion Charter Township	
Osceola County	Yes
Oscoda County	
Oshtemo Charter Township	
Otsego County	Yes
Ottawa County	
Owosso City	
Oxford Charter Township	
Park Township, Ottawa County	
Pittsfield Charter Township	Yes
Plainfield Charter Township	
Plymouth Charter Township	
Pontiac City	Yes
Port Huron Charter Township	
Port Huron City	
Portage City	
Presque Isle County	Yes
Redford Charter Township	
Riverview City	
Rochester City	
Rochester Hills City	
Romulus City	Yes
Roscommon County	Yes
Roseville City	
Royal Oak City	
Saginaw Charter Township	
Saginaw City	
Saginaw County	Yes
Sanilac County	Yes
Sault Ste. Marie City	Yes

## Exhibit C - Litigating Local Governments

<b>Local Government</b>	<b>Litigating Local Government</b>
Schoolcraft County	
Scio Charter Township	
Shelby Charter Township	
Shiawassee County	Yes
South Lyon City	
Southfield City	
Southfield Township	
Southgate City	
Spring Lake Township	
Springfield Charter Township	
St Clair County	Yes
St Joseph County	
St. Clair Shores City	
Sterling Heights City	Yes
Sturgis City	
Summit Township, Jackson County	
Superior Charter Township	
Taylor City	
Texas Charter Township	
Thomas Township	
Traverse City	Yes
Trenton City	
Troy City	
Tuscola County	Yes
Tyrone Township, Livingston County	
Union Charter Township	
Van Buren Charter Township	Yes
Van Buren County	
Vienna Charter Township, Genesee County	
Walker City	
Warren City	Yes
Washington Township, Macomb County	
Washtenaw County	Yes
Waterford Charter Township	
Wayne City	Yes
Wayne County	Yes
West Bloomfield Charter Township	
Westland City	Yes
Wexford County	Yes



## Exhibit C - Litigating Local Governments

<b>Local Government</b>	<b>Litigating Local Government</b>
White Lake Charter Township	
Wixom City	
Woodhaven City	
Wyandotte City	
Wyoming City	
Ypsilanti Charter Township	
Ypsilanti City	
Zeeland Charter Township	
Blackman Charter Township	
Detroit Wayne Mental Health Authority	Yes
Total	



## MEMORANDUM

Date: March 27, 2023  
 To: Village Council and Jeffrey Campbell, Village Manager  
 From: Neil Johnston, Director of Public Services  
 Subject: Public Safety Building Interior Painting and Carpet Replacement

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**Background** – The interior paint and carpet at the Public Safety Building is in need of replacement. The current surfaces have served well for many years but have become worn to the point that replacement is the best option.

**Proposal** - We have received two quotes from reputable contractors, Wm. Ellis Company, and Carlesimo Construction. Both have given us proposals with similar services, products and warranties.

Wm. Ellis Co. has proposed to remove and replace the current carpet with a durable high traffic product and paint the 1<sup>st</sup> and 2<sup>nd</sup> floors with a washable semigloss finish. They are the lowest bid at \$107,422.12.

**Recommendation** – It is the Village of Beverly Hills staff's recommendation to approve the Wm. Ellis Company agreement as proposed. Funds are available in account 205-900-977.00

### Recommended Resolution:

Be It Resolved that the Beverly Hills Village Council approves the proposal from Wm Ellis Company to remove and replace the carpet and paint the walls, as agreed upon, at the Village of Beverly Hills Public Safety Building. The cost totaling \$107,422.12. Funds are available in 205-900-977.00

Thank you,

Neil Johnston,  
 Director of Public Services

Jeff Campbell,  
 Village Manager

Cc: Sheila McCarthy, Finance Director  
 Kristin Rutkowski, Clerk  
 Public Safety Director Richard Torongeau  
 File



## Wm. Ellis Company

---

3311 Twelve Mile Rd.  
Berkley, MI 48072  
800.675.2293  
248.398.6334 Fax  
TAX ID# 38-2440469

Client: BEVERLY HILLS PUBLIC SERVICE  
BUILDING  
Business: 18600 W. 13 Mile Road  
Beverly Hills, MI 48025

Operator: LDUDA

Estimator: Dennis M. Ellis  
Company: Wm. Ellis Company  
Business: 3311 W. 12 Mile Rd  
Berkley, MI 48072

Business: (248) 398-6330  
E-mail: dellis@wmelliscompany.com

Reference: RICHARD C. TORONGEAU  
Position: Director of Public Safety  
Company: BEVERLY HILLS  
Business: 18600 West 13 Mile Rd  
Beverly Hills, MI 48025

Type of Estimate: Painting  
Date Entered: 10/17/2022      Date Assigned:

Price List: MIDE8X\_OCT22  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 22-0145-D

**Wm. Ellis Company**

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 TAX ID# 38-2440469

**22-0145-D****Lobby****LxWxH 14' 8" x 13' 4" x 8'****Subroom 1: Offset****LxWxH 13' 7" x 4' 8" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Paint the walls - two coats	740.00 SF @	1.16 =	858.40
2. Mask the floor per square foot - plastic and tape - 4 mil	258.94 SF @	0.26 =	67.32
3. Protect contents - Cover with plastic	258.94 SF @	0.24 =	62.15
4. Paint door or window opening - 2 coats (per side)	3.00 EA @	33.63 =	100.89
5. Paint door slab only - 2 coats (per side)	3.00 EA @	40.64 =	121.92
6. R&R Glue down carpet - heavy traffic	258.94 SF @	6.11 =	1,582.12
7. R&R Cove base molding - rubber or vinyl, 4" high	92.50 LF @	2.70 =	249.76

**Richard Torongeau Office****LxWxH 18' x 12' x 8'****Subroom 1: closet****LxWxH 6' x 4' 8" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
8. Paint the walls - two coats	650.67 SF @	1.16 =	754.78
9. Mask the floor per square foot - plastic and tape - 4 mil	244.00 SF @	0.26 =	63.44
10. Protect contents - Cover with plastic	244.00 SF @	0.24 =	58.56
11. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
12. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28
13. R&R Glue down carpet - heavy traffic	244.00 SF @	6.11 =	1,490.84
14. R&R Cove base molding - rubber or vinyl, 4" high	81.33 LF @	2.70 =	219.59

**Office****LxWxH 12' x 8' x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
15. Paint the walls - two coats	320.00 SF @	1.16 =	371.20
16. Mask the floor per square foot - plastic and tape - 4 mil	96.00 SF @	0.26 =	24.96
17. Protect contents - Cover with plastic	96.00 SF @	0.24 =	23.04
18. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
19. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
20. R&R Glue down carpet - heavy traffic	96.00 SF @	6.11 =	586.56
21. R&R Cove base molding - rubber or vinyl, 4" high	40.00 LF @	2.70 =	108.00

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**Bathroom****LxWxH 6' 8" x 5' 6" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
22. Paint the walls and ceiling - two coats	231.33 SF @	1.16 =	268.34
23. Mask the floor per square foot - plastic and tape - 4 mil	36.67 SF @	0.26 =	9.53
24. Protect contents - Cover with plastic	36.67 SF @	0.24 =	8.80
25. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
26. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64

**Hallway****LxWxH 31' x 4' 8" x 8'****Subroom 1: offset****LxWxH 6' x 4' x 8'****Subroom 2: offset****LxWxH 7' 8" x 4' 8" x 8'****Subroom 3: offset****LxWxH 31' 3" x 4' 8" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
27. Paint the walls - two coats	1,502.67 SF @	1.16 =	1,743.10
28. Mask the floor per square foot - plastic and tape - 4 mil	350.28 SF @	0.26 =	91.07
29. Protect contents - Cover with plastic	350.28 SF @	0.24 =	84.07
30. Paint door or window opening - 2 coats (per side)	6.00 EA @	33.63 =	201.78
31. Paint door slab only - 2 coats (per side)	6.00 EA @	40.64 =	243.84
32. R&R Glue down carpet - heavy traffic	350.28 SF @	6.11 =	2,140.21
33. R&R Cove base molding - rubber or vinyl, 4" high	187.83 LF @	2.70 =	507.14

**Conference Room****LxWxH 18' 7" x 13' 6" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
34. Paint the walls - two coats	513.33 SF @	1.16 =	595.46
35. Mask the floor per square foot - plastic and tape - 4 mil	250.88 SF @	0.26 =	65.23
36. Protect contents - Cover with plastic	250.88 SF @	0.24 =	60.21
37. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
38. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
39. R&R Glue down carpet - heavy traffic	250.88 SF @	6.11 =	1,532.88
40. R&R Cove base molding - rubber or vinyl, 4" high	64.17 LF @	2.70 =	173.26

**Deputy Director Office****LxWxH 13' 8" x 12' x 8'**

**Wm. Ellis Company**

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**Subroom 1: closet****LxWxH 8' x 2' 6" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
41. Paint the walls - two coats	578.67 SF @	1.16 =	671.26
42. Mask the floor per square foot - plastic and tape - 4 mil	184.00 SF @	0.26 =	47.84
43. Protect contents - Cover with plastic	184.00 SF @	0.24 =	44.16
44. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
45. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
46. R&R Glue down carpet - heavy traffic	184.00 SF @	6.11 =	1,124.24
47. R&R Cove base molding - rubber or vinyl, 4" high	72.33 LF @	2.70 =	195.29

**Dispatch****LxWxH 16' x 9' x 8'****Subroom 1: offset****LxWxH 16' 8" x 14' 8" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
48. Paint the walls - two coats	901.33 SF @	1.16 =	1,045.54
49. Mask the floor per square foot - plastic and tape - 4 mil	388.44 SF @	0.26 =	100.99
50. Protect contents - Cover with plastic	388.44 SF @	0.24 =	93.23
51. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
52. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
53. R&R Glue down carpet - heavy traffic	388.44 SF @	6.11 =	2,373.37
54. R&R Cove base molding - rubber or vinyl, 4" high	112.67 LF @	2.70 =	304.21

**Hallway****LxWxH 38' 2" x 9' 5" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
55. Paint the walls - two coats	761.33 SF @	1.16 =	883.14
56. Mask the floor per square foot - plastic and tape - 4 mil	359.40 SF @	0.26 =	93.44
57. Protect contents - Cover with plastic	359.40 SF @	0.24 =	86.26
58. Paint door or window opening - 2 coats (per side)	15.00 EA @	33.63 =	504.45
59. Paint door slab only - 2 coats (per side)	15.00 EA @	40.64 =	609.60
60. R&R Glue down carpet - heavy traffic	359.40 SF @	6.11 =	2,195.93
61. R&R Cove base molding - rubber or vinyl, 4" high	95.17 LF @	2.70 =	256.96

**Bathroom****LxWxH 7' 5" x 5' 7" x 8'**



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DESCRIPTION	QTY	UNIT PRICE	TOTAL
62. Paint the walls - two coats	208.00 SF @	1.16 =	241.28
63. Mask the floor per square foot - plastic and tape - 4 mil	41.41 SF @	0.26 =	10.77
64. Protect contents - Cover with plastic	41.41 SF @	0.24 =	9.94
65. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
66. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64

**Bathroom****LxWxH 7' 6" x 5' 8" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
67. Paint the walls - two coats	210.67 SF @	1.16 =	244.38
68. Mask the floor per square foot - plastic and tape - 4 mil	42.50 SF @	0.26 =	11.05
69. Protect contents - Cover with plastic	42.50 SF @	0.24 =	10.20
70. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
71. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64

**Office****LxWxH 21' 6" x 11' 7" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
72. Paint the walls - two coats	529.33 SF @	1.16 =	614.02
73. Mask the floor per square foot - plastic and tape - 4 mil	249.04 SF @	0.26 =	64.75
74. Protect contents - Cover with plastic	249.04 SF @	0.24 =	59.77
75. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
76. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
77. R&R Glue down carpet - heavy traffic	249.04 SF @	6.11 =	1,521.63
78. R&R Cove base molding - rubber or vinyl, 4" high	66.17 LF @	2.70 =	178.66

**Stairway****LxWxH 19' 9" x 8' 4" x 20'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
79. Paint the walls and ceiling - two coats	1,287.92 SF @	1.16 =	1,493.99
80. Mask the floor per square foot - plastic and tape - 4 mil	164.58 SF @	0.26 =	42.79
81. Protect contents - Cover with plastic	164.58 SF @	0.24 =	39.50
82. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
83. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28

**Wm. Ellis Company**

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**CONTINUED - Stairway**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
84. Scaffold - Labor Minimum	1.00 EA @	185.00 =	185.00

Cell	LxWxH 13' 10" x 9' 8" x 9'		
DESCRIPTION	QTY	UNIT PRICE	TOTAL
85. Paint the walls and ceiling - two coats	556.72 SF @	1.16 =	645.80
86. Mask the floor per square foot - plastic and tape - 4 mil	133.72 SF @	0.26 =	34.77
87. Protect contents - Cover with plastic	133.72 SF @	0.24 =	32.09
88. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
89. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64

Cell	LxWxH 13' 10" x 9' 8" x 9'		
DESCRIPTION	QTY	UNIT PRICE	TOTAL
90. Paint the walls and ceiling - two coats	556.72 SF @	1.16 =	645.80
91. Mask the floor per square foot - plastic and tape - 4 mil	133.72 SF @	0.26 =	34.77
92. Protect contents - Cover with plastic	133.72 SF @	0.24 =	32.09
93. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
94. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64

Cell Hall	LxWxH 17' 2" x 4' 8" x 9'		
DESCRIPTION	QTY	UNIT PRICE	TOTAL
95. Paint the walls and ceiling - two coats	473.11 SF @	1.16 =	548.81
96. Mask the floor per square foot - plastic and tape - 4 mil	80.11 SF @	0.26 =	20.83
97. Protect contents - Cover with plastic	80.11 SF @	0.24 =	19.23
98. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
99. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28

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**Intake****LxWxH 12' x 11' 8" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
100. Paint the walls and ceiling - two coats	518.67 SF @	1.16 =	601.66
101. Mask the floor per square foot - plastic and tape - 4 mil	140.00 SF @	0.26 =	36.40
102. Protect contents - Cover with plastic	140.00 SF @	0.24 =	33.60
103. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
104. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28

**Intake Garage****LxWxH 22' 5" x 13' 6" x 13' 6"**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
105. Paint the walls and ceiling - two coats	1,272.38 SF @	1.16 =	1,475.96
106. Mask the floor per square foot - plastic and tape - 4 mil	302.63 SF @	0.26 =	78.68
107. Protect contents - Cover with plastic	302.63 SF @	0.24 =	72.63
108. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
109. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64

**Stairhall****LxWxH 20' x 8' x 10'****Subroom 1: upper****LxWxH 19' x 8' x 12'****Subroom 2: offset****LxWxH 19' x 8' x 12'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
110. Paint the walls and ceiling - two coats	2,320.00 SF @	1.16 =	2,691.20
111. Mask the floor per square foot - plastic and tape - 4 mil	464.00 SF @	0.26 =	120.64
112. Protect contents - Cover with plastic	464.00 SF @	0.24 =	111.36
113. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
114. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28
115. Scaffold - Labor Minimum	1.00 EA @	185.00 =	185.00

**Elevator Hall****LxWxH 8' 4" x 5' 10" x 8'****Subroom 1: offset****LxWxH 12' 10" x 5' x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
116. Paint the walls - two coats	512.00 SF @	1.16 =	593.92

**Wm. Ellis Company**

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**CONTINUED - Elevator Hall**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
117. Mask the floor per square foot - plastic and tape - 4 mil	112.78 SF @	0.26 =	29.32
118. Protect contents - Cover with plastic	112.78 SF @	0.24 =	27.07
119. Paint door or window opening - 2 coats (per side)	3.00 EA @	33.63 =	100.89
120. Paint door slab only - 2 coats (per side)	3.00 EA @	40.64 =	121.92
121. R&R Glue down carpet - heavy traffic	112.78 SF @	6.11 =	689.09

**Office****LxWxH 13' 3" x 5' 9" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
122. Paint the walls - two coats	304.00 SF @	1.16 =	352.64
123. Mask the floor per square foot - plastic and tape - 4 mil	76.19 SF @	0.26 =	19.81
124. Protect contents - Cover with plastic	76.19 SF @	0.24 =	18.29
125. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
126. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
127. R&R Glue down carpet - heavy traffic	76.19 SF @	6.11 =	465.52
128. R&R Cove base molding - rubber or vinyl, 4" high	38.00 LF @	2.70 =	102.60

**Upper Hall****LxWxH 84' 10" x 5' x 8'****Subroom 1: offset****LxWxH 4' x 3' x 8'****Subroom 2: offset****LxWxH 8' x 5' 8" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
129. Paint the walls - two coats	1,768.00 SF @	1.16 =	2,050.88
130. Mask the floor per square foot - plastic and tape - 4 mil	481.50 SF @	0.26 =	125.19
131. Protect contents - Cover with plastic	481.50 SF @	0.24 =	115.56
132. Paint door or window opening - 2 coats (per side)	14.00 EA @	33.63 =	470.82
133. Paint door slab only - 2 coats (per side)	14.00 EA @	40.64 =	568.96
134. R&R Glue down carpet - heavy traffic	481.50 SF @	6.11 =	2,941.97
135. R&R Cove base molding - rubber or vinyl, 4" high	221.00 LF @	2.70 =	596.70

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**Office****LxWxH 7' x 5' x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
136. Paint the walls - two coats	192.00 SF @	1.16 =	222.72
137. Mask the floor per square foot - plastic and tape - 4 mil	35.00 SF @	0.26 =	9.10
138. Protect contents - Cover with plastic	35.00 SF @	0.24 =	8.40
139. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
140. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
141. R&R Glue down carpet - heavy traffic	35.00 SF @	6.11 =	213.85
142. R&R Cove base molding - rubber or vinyl, 4" high	24.00 LF @	2.70 =	64.80

**Interviews****LxWxH 13' 4" x 7' x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
143. Paint the walls - two coats	325.33 SF @	1.16 =	377.38
144. Mask the floor per square foot - plastic and tape - 4 mil	93.33 SF @	0.26 =	24.27
145. Protect contents - Cover with plastic	93.33 SF @	0.24 =	22.40
146. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
147. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
148. R&R Glue down carpet - heavy traffic	93.33 SF @	6.11 =	570.25
149. R&R Cove base molding - rubber or vinyl, 4" high	40.67 LF @	2.70 =	109.81

**Mens Locker****LxWxH 32' 10" x 20' x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
150. Paint the walls - two coats	845.33 SF @	1.16 =	980.58
151. Mask the floor per square foot - plastic and tape - 4 mil	656.67 SF @	0.26 =	170.73
152. Protect contents - Cover with plastic	656.67 SF @	0.24 =	157.60
153. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
154. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28
155. R&R Glue down carpet - heavy traffic	656.67 SF @	6.11 =	4,012.25
156. R&R Cove base molding - rubber or vinyl, 4" high	105.67 LF @	2.70 =	285.31

**Mens Locker Shower****LxWxH 17' 4" x 13' 4" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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**CONTINUED - Mens Locker Shower**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
157. Paint the ceiling - two coats	231.11 SF @	1.16 =	268.09
158. Mask the floor per square foot - plastic and tape - 4 mil	231.11 SF @	0.26 =	60.09
159. Protect contents - Cover with plastic	231.11 SF @	0.24 =	55.47
160. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
161. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64

**Briefing****LxWxH 31' x 26' x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
162. Paint the walls - two coats	912.00 SF @	1.16 =	1,057.92
163. Mask the floor per square foot - plastic and tape - 4 mil	806.00 SF @	0.26 =	209.56
164. Protect contents - Cover with plastic	806.00 SF @	0.24 =	193.44
165. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
166. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
167. R&R Glue down carpet - heavy traffic	806.00 SF @	6.11 =	4,924.66
168. R&R Cove base molding - rubber or vinyl, 4" high	114.00 LF @	2.70 =	307.80

**Hallway****LxWxH 14' x 4' 4" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
169. Paint the walls - two coats	293.33 SF @	1.16 =	340.26
170. Mask the floor per square foot - plastic and tape - 4 mil	60.67 SF @	0.26 =	15.77
171. Protect contents - Cover with plastic	60.67 SF @	0.24 =	14.56
172. Paint door or window opening - 2 coats (per side)	6.00 EA @	33.63 =	201.78
173. Paint door slab only - 2 coats (per side)	6.00 EA @	40.64 =	243.84
174. R&R Glue down carpet - heavy traffic	60.67 SF @	6.11 =	370.69
175. R&R Cove base molding - rubber or vinyl, 4" high	36.67 LF @	2.70 =	99.01



**Wm. Ellis Company**

3311 Twelve Mile Rd.  
 Berkley, MI 48072  
 800.675.2293  
 248.398.6334 Fax  
 TAX ID# 38-2440469

**Detective Office****LxWxH 26' 6" x 23' 6" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
176. Paint the walls - two coats	800.00 SF @	1.16 =	928.00
177. Mask the floor per square foot - plastic and tape - 4 mil	622.75 SF @	0.26 =	161.92
178. Protect contents - Cover with plastic	622.75 SF @	0.24 =	149.46
179. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
180. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
181. R&R Glue down carpet - heavy traffic	622.75 SF @	6.11 =	3,805.01
182. R&R Cove base molding - rubber or vinyl, 4" high	100.00 LF @	2.70 =	270.00

**Library****LxWxH 20' 4" x 11' 2" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
183. Paint the walls - two coats	504.00 SF @	1.16 =	584.64
184. Mask the floor per square foot - plastic and tape - 4 mil	227.06 SF @	0.26 =	59.04
185. Protect contents - Cover with plastic	227.06 SF @	0.24 =	54.49
186. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
187. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
188. R&R Glue down carpet - heavy traffic	227.06 SF @	6.11 =	1,387.34
189. R&R Cove base molding - rubber or vinyl, 4" high	63.00 LF @	2.70 =	170.10

**Lietenant Office****LxWxH 20' x 12' 2" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
190. Paint the walls - two coats	514.67 SF @	1.16 =	597.02
191. Mask the floor per square foot - plastic and tape - 4 mil	243.33 SF @	0.26 =	63.27
192. Protect contents - Cover with plastic	243.33 SF @	0.24 =	58.40
193. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
194. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
195. R&R Glue down carpet - heavy traffic	243.33 SF @	6.11 =	1,486.75
196. R&R Cove base molding - rubber or vinyl, 4" high	64.33 LF @	2.70 =	173.69

**Womens Locker****LxWxH 14' 4" x 6' 4" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
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**Wm. Ellis Company**

3311 Twelve Mile Rd.  
 Berkley, MI 48072  
 800.675.2293  
 248.398.6334 Fax  
 TAX ID# 38-2440469

**CONTINUED - Womens Locker**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
197. Paint the walls - two coats	330.67 SF @	1.16 =	383.58
198. Mask the floor per square foot - plastic and tape - 4 mil	90.78 SF @	0.26 =	23.60
199. Protect contents - Cover with plastic	90.78 SF @	0.24 =	21.79
200. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
201. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28
202. R&R Glue down carpet - heavy traffic	90.78 SF @	6.11 =	554.67
203. R&R Cove base molding - rubber or vinyl, 4" high	41.33 LF @	2.70 =	111.59

**Cafeteria****LxWxH 25' 4" x 15' 3" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
204. Paint the walls - two coats	649.33 SF @	1.16 =	753.22
205. Mask the floor per square foot - plastic and tape - 4 mil	386.33 SF @	0.26 =	100.45
206. Protect contents - Cover with plastic	386.33 SF @	0.24 =	92.72
207. Paint door or window opening - 2 coats (per side)	1.00 EA @	33.63 =	33.63
208. Paint door slab only - 2 coats (per side)	1.00 EA @	40.64 =	40.64
209. R&R Glue down carpet - heavy traffic	386.33 SF @	6.11 =	2,360.48
210. R&R Cove base molding - rubber or vinyl, 4" high	81.17 LF @	2.70 =	219.16

**Rear Hall****LxWxH 37' 6" x 13' 6" x 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
211. Paint the walls - two coats	816.00 SF @	1.16 =	946.56
212. Mask the floor per square foot - plastic and tape - 4 mil	506.25 SF @	0.26 =	131.63
213. Protect contents - Cover with plastic	506.25 SF @	0.24 =	121.50
214. Paint door or window opening - 2 coats (per side)	6.00 EA @	33.63 =	201.78
215. Paint door slab only - 2 coats (per side)	6.00 EA @	40.64 =	243.84
216. R&R Glue down carpet - heavy traffic	506.25 SF @	6.11 =	3,093.19
217. R&R Cove base molding - rubber or vinyl, 4" high	102.00 LF @	2.70 =	275.40

**Wm. Ellis Company**

3311 Twelve Mile Rd.  
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**Lower Stair****LxWxH 18' 4" x 8' 2" x 12'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
218. Paint the walls and ceiling - two coats	785.72 SF @	1.16 =	911.44
219. Mask the floor per square foot - plastic and tape - 4 mil	149.72 SF @	0.26 =	38.93
220. Protect contents - Cover with plastic	149.72 SF @	0.24 =	35.93
221. Paint door or window opening - 2 coats (per side)	2.00 EA @	33.63 =	67.26
222. Paint door slab only - 2 coats (per side)	2.00 EA @	40.64 =	81.28
223. Scaffold - Labor Minimum	1.00 EA @	185.00 =	185.00

**Debris Removal**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
224. Dumpster load - Approx. 20 yards	1.00 EA @	456.00 =	456.00
225. Negative air fan/Air scrubber (24 hr period) - No monit. Dust control machines for carpet rip up.	7.00 DA @	72.00 =	504.00
226. Mask the surface area per square foot - plastic and tape - 4 mil Additional furniture covering during carpet rip up.	1,200.00 SF @	0.26 =	312.00

**Grand Total Areas:**

22,570.75 SF Walls	8,699.79 SF Ceiling	31,270.54 SF Walls and Ceiling
8,699.79 SF Floor	966.64 SY Flooring	2,576.00 LF Floor Perimeter
7,553.79 SF Long Wall	3,731.58 SF Short Wall	2,576.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## Wm. Ellis Company

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3311 Twelve Mile Rd.  
Berkley, MI 48072  
800.675.2293  
248.398.6334 Fax  
TAX ID# 38-2440469

### Summary

Line Item Total	86,932.26
Material Sales Tax	2,586.10
Subtotal	89,518.36
Overhead	8,951.88
Profit	8,951.88
Replacement Cost Value	<b>\$107,422.12</b>
Net Claim	<b>\$107,422.12</b>

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Dennis M. Ellis



## MEMORANDUM

Date: March 30, 2023

To: Honorable President George and Village Council

From: Jeff Campbell, Village Manager

Subject: Potential Dates for Budget Study Session

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The Administration would like to put two dates forth for the FY2024 Budget Study Session. The Finance Director and staff would suggest Wednesday, April 19, 2023 at 6:00 p.m. or Monday, April 24, 2023 at 6:00 p.m. Thank you.



**To:** Honorable President George; Village Council Members

**From:** Jeff Campbell, Village Manager

**Subject:** Manager's Report

**Date:** March 31, 2023

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#### **Curbside Chipping and Street Sweeping**

DPW completed chipping related to the February and March 2023 storms. Monthly curbside chipping is scheduled to begin the week of April 24<sup>th</sup>. The Administration wishes to thank Village residents for their patience as we collected all the branches and limbs from the yards. The Village is still conducting assessments and maintenance of trees in the Village right-of-way. If you have concerns or questions about a Village tree, please call the Village offices, and we will review the concern and respond accordingly.

The Village's Street Sweeping contractor will begin sweeping major local roads on April 3, 2023 and finish the entire village on April 4, 2023.

#### **Good Friday**

The Village Office will be closed on Friday, April 7, 2023 in observance of Good Friday. Trash collection will not be interrupted.

#### **Update on Water Project and Road Projects**

The replacement of the water main along Marguerite and Hummel should be completed, weather permitting, by April 4, 2023. This project was funded by the American Recovery Plan Act at no costs to the residents.

The Greenfield Roundabout construction is scheduled to begin this month. However, we have been informed that the road closures will not begin until June, after the 2022-2023 school year has ended. A pre-construction meeting is scheduled for April 4, 2023, and the Manager will provide an additional update to the community at the Council meeting.

The Village is meeting with our consulting engineer and ASI to discuss addressing all issues related to the 14 Mile Road construction on April 10, 2023. The Village Manager will report back to Council and the residents the plan of action and timeline to address issues and the completion of the project.



### **Park Clean Up**

Join members of the community on Saturday, May 6th for the annual park clean up event! Residents may sign up at <https://www.signupgenius.com/go/9040f44a4af2fa46-park#/>. Please contact Kristin Rutkowski at [krutkowski@villagebeverlyhills.com](mailto:krutkowski@villagebeverlyhills.com) at Village Hall with any additional questions or concerns. The event begins at 9 a.m. at Beverly Park.

### **Edgar W. Pugh, Jr.**

Edgar Pugh, former Councilmember, former Village Council President, former Parks and Recreation Board member and Chair, current Board member of NEXT and former President of NEXT died on Friday, March 24, 2023. Former Council President Pugh is survived by his wife of 57 years Sharon Pugh, his daughters Deborah Pugh, and Diana Moak (also his law partner) and three grandchildren.

The Village of Beverly Hills Administration and employees would like to express our condolences to Mr. Pugh's family and recognize his service to the Village of Beverly Hills and our residents. To quote Councilmember John Mooney, "Ed was a leading advocate for the improvement of the Village. He and Sharon have owned three different homes in Beverly Hills. He has been instrumental in making the Village the wonderful place to live for four decades. He was dedicated to volunteerism at NEXT and the Birmingham Optimists." Thank you, Mr. Pugh, for your service.

# **Beverly Hills Public Safety** **Activity Report**

**March 16th – March 30th**  
**2023**

- The Public Safety Department would like to thank the Beverly Hills Woman's Club for their generous and thoughtful deliveries of food and treats to our station during this months' Public Safety Appreciation Event.
- The Public Safety Department has hired three new Public Safety Officers. All will be needing training, physicals, Psychology exams and backgrounds checks. This will take a great deal of time and effort as we want the best to service here at the Village. We will keep everyone informed of the process as it lends itself.
- Several Public Safety Officers received life saving awards from the Oakland County Medical Board. Congratulations to SGt Jeff Moore, PSO's Jeremy Thomas, Ryan Laforte and John Geml.
- AS the weather breaks here in Michigan please look out for children and people on bikes.

## **2023 Best Places to Live in Michigan**

- Okemos Suburb of Lansing, MI
  - Troy Town in Michigan
  - Eastgate Neighborhood in Grand Rapids, MI
  - Huntington Woods Suburb of Detroit, MI
  - **Beverly Hills Suburb of Detroit, MI**
  - Birmingham Suburb of Detroit, MI
  - Bloomfield Charter Township
- <http://www.niche.com/places-to-live/s/Michigan/>

## **CALLS FOR SERVICE**

- **234 Calls for Service.**
- **45 Tickets issued.**
- **10 Arrests.**
- Crime Prevention at Greenfield School.
- Fraud report taken on Robinhood.
- Medical on 13 Mile.
- Officers located a driver passed out behind the wheel of a car in the intersection of 13 Mile and Southfield. The driver was arrested for drunk driving. The arrest was without incident.
- Reckless Driving reported on Evergreen.
- Suspicious Circumstance on 13 Mile.
- Crime Prevention at Evergreen.
- Crime Prevention at Berkshire School.
- Crime Prevention at Douglas Evans Park.
- Crime Prevention at Beverly Park.
- Crime Prevention at the Corners Shopping Mall.
- Crime Prevention at Groves High School.
- Officers stopped a driver for a minor violation at Lahser and Hillview. The driver was arrested for Driving While License Suspended. The arrest was without incident.
- Traffic Accident on 14 Mile Road.
- Wires Down on Riverview.
- Medical on Coryell.
- Wires Down on Southfield.
- Citizen Assist at the station.
- Odor Investigation on Southfield.
- Suspicious Circumstances at Berkshire School.
- Suspicious Person on Vernon.
- Medical on 14 Mile.
- Medical on Hill Crest.
- Assist Birmingham PD on an accident at 14 Mile and Southfield.
- Grass Fire on Riverview.
- Alarm on Pickwick.
- Crime Prevention on Evergreen.
- Crime Prevention at Beverly Park.
- Officer stopped a driver for defective equipment at Lahser and Hillview. The driver was arrested for never acquiring a drivers' license. The arrest was without incident.
- Crime Prevention in the Huntley Square Apartments.

- Animal Complaint on 13 Mile and Pierce.
- Medical on Southfield.
- Vehicle Lockout on 13 Mile.
- Injury Accident at 13 Mile and Southfield.
- Power outage at the police station.
- Parking Complaint at Beverly and Waltham.
- Juvenile Complaint on Waltham.
- Suspicious Vehicles on Lahser and Turnberry.
- Alarm on Wendbrook.
- Crime Prevention at Beverly Park.
- Crime Prevention at Churchill and Walmer.
- Crime Prevention in Huntley Square Apartments.
- Traffic Enforcement on Greenfield.
- Felony Warrant arrest picked up from Troy PD. The subject was taken into custody without incident.
- Traffic Detail at Southfield and 13 Mile.
- Welfare Check on Valley Court.
- Medical on Old Post.
- Lift Assist on Riverside.
- Hospice Death on Mayfair.
- Fire Truck Checks at the station.
- Informational Report at the station.
- Found Property at the station.
- Traffic Enforcement at 13 Mile and Pierce.
- Crime Prevention at Huntley Square Apartments.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Crime Prevention at Beverly Park.
- Radar Detail on Lahser.
- Suspicious Circumstances on 13 Mile.
- Crime Prevention at Greenfield School.
- Traffic Accident at Lincolnshire and 13 Mile.
- Traffic Enforcement at Beechwood and Birmingham.
- Assisted West Bloomfield PD with a Suspicious Circumstance via a phoned in fake complaint.
- Medical on Amherst.
- Radar Detail on Southfield and Beverly.
- Traffic Enforcement on Beverly.
- Traffic Enforcement on Lahser and 14 Mile.
- Radar Detail on evergreen.
- Crime Prevention at Beverly Park.
- Crime Prevention at Groves High School.
- Crime Prevention at Huntley Square Apartments.
- Extra Patrol in Huntley Square Apartments.

- Suspicious Person at Groves High School.
- Extra Patrol at Beverly Park.
- Citizen Assist on Southfield.
- Crime Prevention at Greenfield School.
- Crime Prevention at Beverly School.
- Radar Detail at Lahser and Hilltop.
- Alarm on Spruce Lane.
- Medical on Lahser.
- Suspicious Person at Groves High School.
- Alarm on 13 Mile.
- Radar Detail on Riverside.
- Citizen Assist on Birwood.
- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Assist Citizen on Southfield.
- Animal Complaint on Long Bow Court.
- Crime Prevention at Berkshire.
- Suspicious Person at Groves High School.
- Traffic Enforcement at 13 Mile and Evergreen.
- Crime Prevention at Douglas Evans Park.
- Officers stopped a driver for defective equipment at Southfield and 13 Mile. The driver was arrested for Driving While License Suspended. The arrest was without incident.
- Crime Prevention at Groves High School.
- Radar Detail on Southfield.
- Traffic Enforcement at 13 Mile and Southfield.
- Extra Patrol at the DPW Building.
- Suspicious Person on Valley Oaks.
- Crime Prevention at Beverly School.
- Radar Detail on Evergreen.
- Assist Citizen on Elwood.
- Medical on Hill Crest.
- Assisted Michigan State Police at the station.
- Crime Prevention at Market Fresh Shopping Center.
- Medical on Eastlady.
- Wires Down at Market Fresh Shopping Center.
- Alarm on Arlington.
- Hospice death on Kennoway.
- Radar Detail on Evergreen.
- Crime Prevention at the Corners Shopping Mall.
- Medical on Dunblaine.
- Traffic Enforcement on Southfield.
- Crime Prevention in the Huntley Square Apartments.

- Crime Prevention at Beverly School.
- Crime Prevention at Greenfield School.
- Medical at Mission Point.
- Assist Birmingham PD with a traffic accident on 14 Mile and Shipman.
- Fraud reported on Bellvine Trail.
- Radar Detail on Evergreen.
- Motorist Assist on 13 Mile and Evergreen.
- Crime Prevention at Market Fresh Shopping Center.
- Suspicious Person at Premier Pet Supplies.
- Extra Patrol at the Corners Shopping Mall.
- 911 Hang up and welfare check on Vernon.
- Crime Prevention at Madison and Dunblaine.
- Traffic Enforcement on Lahser.
- Crime Prevention at Greenfield.
- Crime Prevention at Beverly School.
- Traffic Enforcement on Riverside and Warwick.
- Crime Prevention at Beverly Park.
- Traffic Accident at Lahser and Orchard Way.
- Crime Prevention at Greenfield School.
- Suspicious Persons on Pierce.
- Medical on Auburn.
- Animal Complaint on Pickwick.
- Reckless Driving reported on 13 Mile.
- Traffic Enforcement at Beverly and Norchester.
- Crime Prevention at Groves High School.
- Crime Prevention at Douglas Evans Park.
- Suspicious Vehicle on Bellvine Trail.
- Suspicious Persons on 13 Mile.
- Radar Detail on Southfield.
- Traffic Enforcement at 13 Mile and Evergreen.
- Crime Prevention at the Corners Shopping Mall.
- Officers stopped a driver for defective equipment at 13 Mile and Southfield. The driver gave a fake name and was arrested for obstructing police and warrants. The arrest was without incident.
- Medical on 13 Mile.
- Crime Prevention on Marguerite.
- Vehicle Lockout on Pierce.
- Crime Prevention on Ronsdale.
- Crime Prevention on Southfield.
- Radar Detail on Beverly.
- Stop Sign ran over by car at Riverside and Evergreen.
- Medical on Hillview.



- Traffic Enforcement at 13 Mile and Evergreen.
- Traffic Enforcement at 14 Mile and Lahser.
- Crime Prevention at Berkshire School.
- Suspicious Circumstances at Beverly Park.
- Traffic Enforcement on Evergreen.
- Animal Complaint on Belmont Court.
- Officers stopped a driver for a minor traffic violation at Greenfield and 13 Mile. The driver was arrested for warrants and for never acquiring a drivers' license. The arrest was without incident.
- Alarm on Southfield.
- Radar Detail on Southfield.
- Extra Patrol at the DPW Building.
- Crime Prevention at the DPW Building.
- Welfare Check on 13 Mile.
- Assisted Birmingham PD with a stolen vehicle attempt.
- Noise Complaint at Detroit Country Day School.
- 911 Hang Up and welfare check at Get Some Fitness.
- Traffic Enforcement at 13 Mile and Evergreen.
- Assisted Southfield PD with a mental health call at 13 Mile and Southfield.
- Medical on Wendbrook.
- Fire Truck Checks at the station.
- Crime Prevention at Southview and Nixon.
- Alarm on Reedmere.
- Radar Detail on Evergreen.
- Extra Patrol on Southfield.
- Traffic Enforcement on Southfield.
- Odor Investigation on Ronsdale.
- Crime Prevention on Southfield.
- Crime Prevention at Douglas Evans Park.
- Suspicious Circumstances at 13 Mile and Southfield.
- Welfare Check at Southfield and 13 Mile.
- Crime Prevention on Sleepy Hollow.
- Crime Prevention at Mayfair and Nixon.
- Crime Prevention at Flagstar Bank.
- Radar Detail on Evergreen.
- Assisted Berkley PD with a notification on Metamora.
- Crime Prevention at Riverside and Drury.
- Officers stopped a driver for a minor traffic violation at 13 Mile and Southfield. The driver was arrested without incident for Driving While License Suspended.
- Traffic Enforcement at Beverly and Waltham.

- Suspicious Vehicles on Metamora.
- Crime Prevention at Orchard Way and Spruce Lane.
- Traffic Enforcement at 13 Mile and Southfield.
- Traffic Enforcement at 14 Mile and Southfield.
- Crime Prevention in Huntley Square Apartments.
- Radar Detail on Evergreen.
- Radar Detail on Beverly.
- Traffic Accident on 14 Mile and Greenfield.
- Medical at Mission Point.
- Medical on Norchester.
- Crime Prevention at the Corners Shopping Mall.
- Assist Birmingham with a search for a suicidal subject on Evergreen.
- Animal Complaint on Pierce.
- Crime Prevention on Hillview.
- Crime Prevention at Greenfield School.
- Lift Assist on Sleepy Hollow.
- Alarm on Bellvine Trail.
- Crime Prevention in Huntley Square Apartments.
- Traffic Enforcement at Embassy and Ellwood.
- Crime Prevention at Beverly Park.
- Information Report taken at the station.
- Background Information Report at the station.
- New Employee Report made at the station.
- Parking Complaint at Beverly and Evergreen.
- Welfare Check on 13 Mile.
- Traffic Enforcement at Locherbie and Birmingham.
- Parking Complaint at Auburn and Beverly.
- Officers stopped a driver for a minor traffic violation on 13 Mile Near Churchill. The driver was arrested for Driving While License Suspended. The arrest was without incident.
- Fire Alarm on 13 Mile.
- Crime Prevention at Berkshire School.
- Crime Prevention at Nottingham and Lahser.
- Crime Prevention at Douglas Evans Park.
- Officers stopped a driver for defective equipment on 14 Mile and Pierce. The driver was arrested for Driving While License Suspended. The arrest was without incident.
- Crime Prevention at Groves High School.
- Crime Prevention in Huntley Square Apartments.
- Crime Prevention at Independent Bank.
- Crime Prevention at Medical Village.

- Assisted Royal Oak PD with a walk away mental patient at 13 Mile and Greenfield.
- Crime Prevention in Huntley Square Apartments.
- Traffic Enforcement at Pierce and Wetherby.
- Traffic Enforcement on 13 Mile.

### **Fire & Emergency Medical Services**

- 21 EMS Calls - Medicals.
- 5 Wires Down.
- 2 Lift Assists.
- 2 Smoke Investigations.
- 1 Fire Alarm.
- 2 Weekly Apparatus Checks.
- Supervise Midnight Platoons 3 and 4.
- NFIRS data export uploaded to FEMA.
- Attend Wednesday Wrap Up with State Fire Marshal via Zoom.
- Attend Oakland County Medical Control Authority Life Saving Award presentation.
- Plan Review for Beverly Hills Grill.
- Completed Fire Investigation and Determination Training.
- Completed De-Escalation and Minimizing Use of Force Training.
- Completed Anti-Bias for Law Enforcement Training.

### **Detective Bureau and School Liaison**

- Sgt Baller assigned as patrol supervisor.
- In-custody arraignment for Possession of Cocaine.
- Audit completed for LexisNexis.
- Dropped off evidence at Oakland County Forensic Lab.
- Dropped off evidence at Oakland County Prosecutor's Office.
- Served subpoena for the 46th District Court-Assault/Retail Fraud Case.
- Search warrant obtained for suspect's DNA-CSC case.
- Court Innovations at the 46th District Court.
- Submitted DNA to MSP Crime Lab-Northville.

- Sgt Baller/SLO Balagna presentation at Detroit Country Day High School.
- Review cell phone data dump for CSC investigation.
- Sent OWI/Domestic Violence case to OC Prosecutor.
- Sent Embezzlement case to OC Prosecutor.
- Authorization letters sent to area courts/police departments for Background investigations.
- MAPS RX requested for suspect/Victim-CSC case.
- In-Custody arraignment for Embezzlement case-ACE Hardware.
- Subpoena sent to Chase Bank-Fraud case.
- Juvenile case sent to Birmingham Youth Assistance.
- SLO Balagna attended parent meeting at Groves High School.
- SLO Balagna presentation at Beverly Hills Academy.
- SLO Balagna attended Beverly Elementary School for Reading Month.
- OWI 2nd sent to OC Prosecutor.
- OWI Citation issued.
- SLO Balagna assisted Patrol on medical run at Mission Point.
- Obtained cell phone data dump for school threats.

### **What are 3 signs that a suspicious email may be a phishing email?**

**An unfamiliar greeting.** Grammar errors and misspelled words. Email addresses and domain names that don't match. Unusual content or request – these often involve a transfer of funds or requests for login credentials. Please block and delete it. If you are a victim of a scam or you are worried about a caller who is attempting to get your information please call the Public Safety Department anytime 248 540-3400.

### **How can I check if an email is spam?**

#### **5 ways to detect a phishing email.**

1. The message is sent from a public email domain. No legitimate organization will send emails from an address that ends '@gmail.com'. ...
2. The domain name is misspelt. ...
3. The email is poorly written. ...

4. It includes suspicious attachments or links. ...
5. The message creates a sense of urgency.



PARKS & RECREATION



# Park Clean Up

Saturday, May 6, 2023  
Beverly Park 9:00 a.m.



Visit this link to sign up:  
<https://tinyurl.com/ParkCleanUp2023>





Sponsored by



Get your  
pet ready  
for 2023



# Pet Wellness Clinics

**May 6 - Waterford Oaks County Park, Paradise Pavilion**

**May 13 - Orion Oaks Dog Park**

**May 20 - Independence Oaks County Park, Pine Grove Pavilion**



**Clinic Times:**  
**All 10 a.m.-2 p.m.**



**For pet safety,  
bring dogs on a  
short leash with  
a snug collar, and  
cats in a carrier**

## Dog Vaccines

- Bordetella (Kennel Cough)
- Distemper (DHPP or DHLPP; includes Parvo; with or without Lepto)
- Canine Lyme\*
- Rabies, 1-year or 3-year  
(3-year requires proof of most current rabies vaccination)

## Dog Licenses

- \$15 (spayed/neutered dogs)
- \$25 (male/female unaltered dogs)
- Three-year licenses available to qualifying dogs

## Cat Vaccines

- Feline Distemper (FVRCP)
- Feline Leukemia (FELV)
- Rabies, 1-year or 3-year  
(3-year requires proof of most current rabies vaccination)

## Fees

- \$10 Vaccines
  - \$20 Heartworm Test
  - \$20 Microchips
- Flea prevention, heartworm prevention and dewormer available
- \*Lyme Vaccine \$20 each
- Cash preferred; Master Card, Visa and Discover accepted

**For more information:** Pet vaccine questions: 586-879-1745 General event information: 248-858-7759

