



# Brighton City Council Meeting

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116  
(810) 227-1911 • [www.brightoncity.org](http://www.brightoncity.org)

**August 27, 2024 – 6:30 p.m.**

## **AGENDA**

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Consider approval of the agenda
5. Consider approval of consent agenda items

### **Consent Agenda Items**

- a. Approval of minutes: [regular meeting of August 13, 2024](#)
- b. [Approval of TCO 190](#)
- c. [Approval to retain Precision Concrete Cutting for sidewalk trimming services until June 30, 2027](#)
- d. [Approval to extend Michigan Intergovernmental Trade Network Bid #ITB-FH-20-21-2270 to Spray-Patch Road Repair, Inc for service through fiscal year 2026/2027](#)
- e. [Approval of Resolution #2024-18 to approve the MDOT Contract 24-5268 for construction improvements in conjunction with MDOT construction on highway I-96 at Grand River](#)

### **Correspondence**

6. Call to the public
7. Staff updates
8. Updates from Councilmember liaisons to various boards and commissions

### **Discussion**

9. St. Paul Pocket Park mural artist presentation by the Brighton Arts and Culture Commission
10. [Traffic Patrol](#)
11. [Consider BS&A Cloud](#)

### **Public Hearing**

12. [Conduct a second reading and public hearing for proposed Ordinance 607 to amend the City of Brighton Code of Ordinances and consider approval](#)

### **New Business**

13. [Consider awarding the contract for Drummer Lane mill and overlay to Bowen Paving and a budget amendment for use of bond funds for an amount not to exceed \\$69,322](#)
14. [Consider awarding the bid for the installation of the Pine Creek Booster station to Reliance Building Company, Inc. in the amount of \\$687,700](#)
15. [Consider approval to purchase the Safe Fleet body worn camera package, UTEC computer, and the necessary budget amendment in an amount not to exceed \\$20,882; and authorize the Chief of Police to execute the Agreement to Purchase](#)
16. Consider entering into closed session to consider the purchase or lease of real property pursuant to MCL 15.268

(1)(d) of the Open Meetings Act

**Other Business**

17. Call to the public

18. Adjournment



# Brighton City Council Meeting

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## MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON AUGUST 13, 2024

### 1. Call to order

Mayor Tobbe called the meeting to order at 6:30 p.m.

### 2. Pledge of Allegiance

### 3. Roll call

Present were Mayor Tobbe, Mayor Pro Tem Bohn, Councilmembers: Albert, Gardner, Gipson, Pettengill, and Schmenk.

Staff Present: City Manager Gretchen Gomolka, City Clerk Tara Brown, Attorney Sarah Gabis, and Chief Brent Pirochta.

### 4. Consider approval of the agenda

**Motion** by Mayor Pro Tem Bohn, seconded by Councilmember Schmenk to approve the agenda as presented. **The motion carried, 7-0.**

### 5. Consider approval of consent agenda items

**Motion** by Councilmember Gardner, seconded by Councilmember Albert to approve the consent agenda as presented. **The motion carried, 7-0.**

#### Consent Agenda Items

- a. **Approval of minutes: regular meeting of July 23, 2024**
- b. **Approval of the 2024 Crop Walk civic event application**
- c. **Acceptance of quarterly financial reports**
- d. **Acceptance of quarterly investment reports**
- e. **Approval of TCO 189**
- f. **Award the contract for the purchase and installation of a new HVAC system at the DPW building to Gil-Rich Cooling and Heating, Inc. for \$9,500**

#### Correspondence

### 6. Call to the public

Mayor Tobbe opened the call to the public at 6:32 p.m. Hearing and seeing no comment, the call to the public was closed.

### 7. Staff updates

Clerk Brown thanked all the wonderful and dedicated election workers who dedicated their time to City of Brighton voters during early voting, absentee ballot, and on election day.

Chief Pirochta updated that the City of Brighton Police Department extended a conditional offer letter to a potential new officer with a start date in October.

City Manager Gomolka provided an update on various DPS projects. The Grand River stub streets should be completed very soon. East Street and Beaver Street have a base coat already applied, Liberty Street's base coat will be applied August 14, 2024, and a final asphalt coat will be completed shortly after Liberty Street. On Monday, August 19, 2024, roofers will begin their work on the DPS buildings. The removal and replacement of 8,000 square

feet of sidewalk as well as the Main Street and 6<sup>th</sup> Street island is almost complete for this year. The contractor has been fast and efficient. Manager Gomolka also reported the Planning Commission meeting for August 19, 2024, has been canceled; however, city staff and Giffels Webster have been working on the Master Plan as directed by the Planning Commission. Manager Gomolka also noted that her office has been working on the MML Community Excellence Award presentation, video, and preparations. Many thanks to several donors who helped cover lodging, meals, video services, and more.

#### **8. Updates from Councilmember liaisons to various boards and commissions**

Councilmember Schmenk thanked Brighton Police Officers Jeremy Bell and Drake Brusseau for allowing Councilmember Schmenk to ride along as they patrolled the city. The experience was enlightening.

Councilmember Pettengill provided a Brighton Arts and Culture Commission update and is happy to report that the St. Paul's Pocket Park mural call to arts is being well received with four artists already submitting. The deadline for submissions is August 22, 2024. The Arts and Culture Commission will provide a recommendation to City Council at the August 27, 2024, meeting. The Commission also met with Karleen Shafer from Landscape Design and Associates to discuss environmental enhancements to the pocket park as well to provide shade and the refresh the landscaping. The final act in the Children's Summer Series was a huge hit! Drummunity was at the AMP August 13, 2024, for their percussion-based performance that invited many attendees to join in on the fun.

#### **Discussion**

#### **9. Flags at Fairview and Brighton Hills Cemeteries**

Clerk Brown and City Council discussed options for lighting US flags within the Fairview and Brighton Hills Cemeteries. More options, including robust solar and electrical, will be investigated and presented to City Council at a future meeting.

#### **10. Community Center Renovation Committee**

**Motion** by Councilmember Gardner, seconded by Mayor Pro Tem Bohn to appoint Councilmembers Paul Gipson, Renee Pettengill, and Ken Schmenk to the Community Center Committee. **The motion carried, 7-0.**

#### **New Business**

#### **11. Consider approval of MDOT Contract 24-5268 for construction improvements in conjunction with MDOT construction on highway I-96 at Grand River**

**Motion** by Councilmember Gipson, seconded by Mayor Pro Tem Bohn to approve MDOT Contract 24-5268 for construction improvements in conjunction with MDOT construction on highway I-96 at Grand River and authorize the City Manager to execute the same. **The motion carried by roll call vote, 7-0.**

#### **12. Consider approval of the installation of three trash compactors in the downtown parking lots at a cost not to exceed \$22,061**

**Motion** by Councilmember Pettengill, seconded by Councilmember Schmenk to approve the installation of three compactors in the downtown parking lots at a cost not to exceed \$22,061. **The motion carried, 7-0.**

#### **Other Business**

**13. Call to the public**

Mayor Tobbe opened the call to the public at 7:19 p.m.

City Manager Gomolka stated the City of Brighton and Giffels Webster were awarded the ASCE Quality of Life Award for the Main Street Streetscape Project in recognition of the project's positive effects on the local community without adversely affecting the surrounding environment.

Hearing and seeing no further comment, the call to the public was closed at 7:20 p.m.

**14. Adjournment**

**Motion** by Councilmember Gardner, seconded by Councilmember Schmenk to adjourn the meeting at 7:20 p.m.

**The motion carried, 7-0.**

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Tara Brown, City Clerk



# City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

DATE: AUGUST 27, 2024

**SUBJECT: CONSIDER APPROVAL OF A “NO LEFT TURN” SIGN ON THE TRAFFIC ISLAND AT TARGET DR AND CHALLIS RD, TCO 190.**

## **BACKGROUND**

- Staff has received concerns about traffic stacking on Target Dr. and the dangers of motorist attempting to make a left turn at the intersection of Target Dr and Challis Rd.

## **ADMINISTRATIVE SUMMARY**

- After a review of the intersection staff agrees with placing a “No Left Turn” sign on the traffic island located at Target Dr. and Challis Rd.
- Motorists may use alternative routes if they would like to proceed on eastbound Challis Rd.
  - Target Dr to Nemco Way, and then Murphy Dr to the traffic light
- The new “No Left Turn” sign will be purchased and installed by the DPS
- Flags will be placed on the new sign to draw motorists’ attention
- The new sign will be advertised on the city’s social media platforms to inform the motoring public

## **RECOMMENDATION**

To approve the installation of a “No Left Turn” sign on the traffic island at the intersection of Target Dr and Challis Rd, TCO 190.

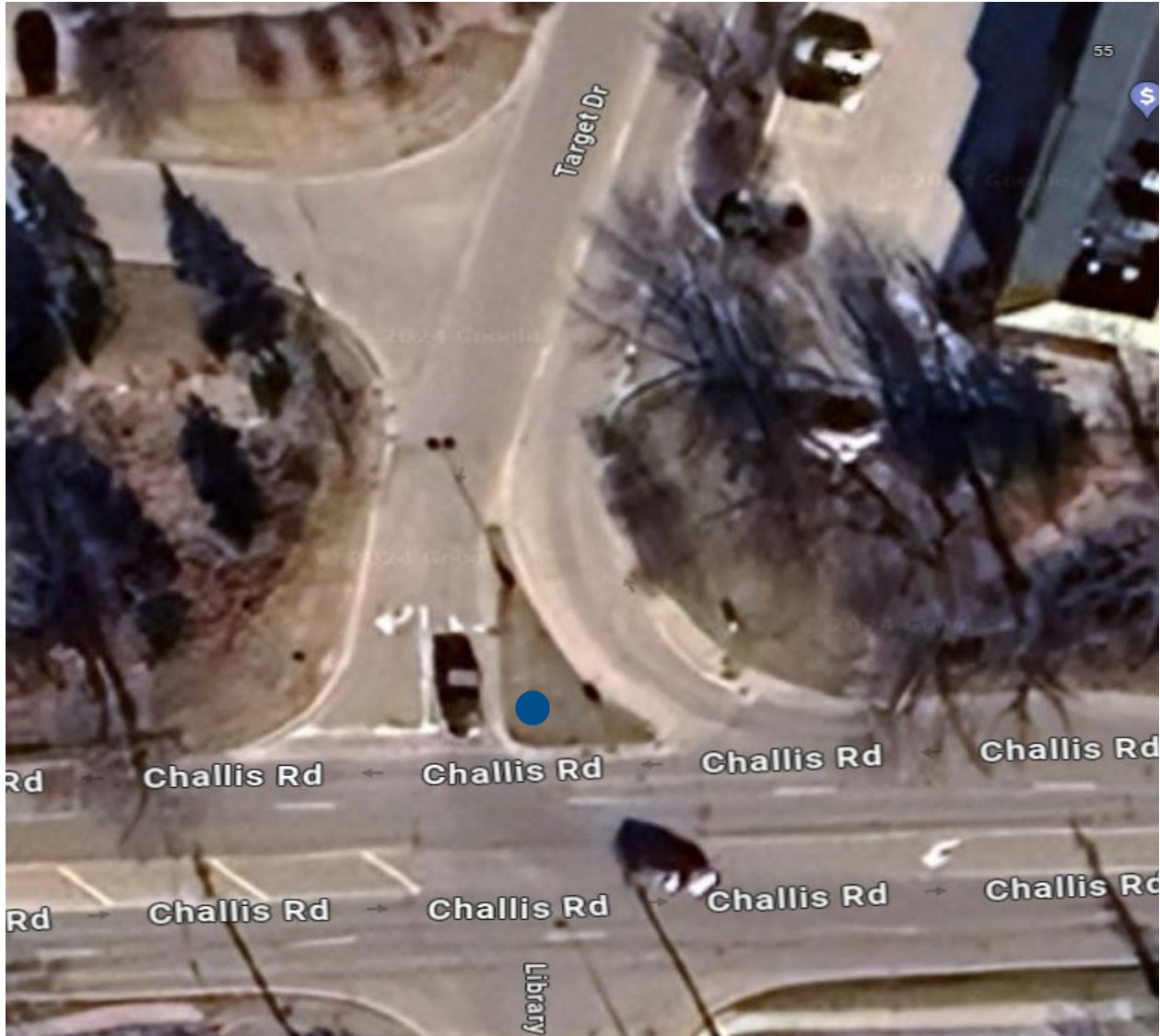
Prepared by: Brent Pirochta, Chief of Police

Reviewed by: Gretchen Gomolka, City Manager  
Marcel Goch, Department of Public Services Director

Reviewed &

Approved by: Tara Brown, City Clerk

The Blue dot is the location for the placement of the new sign.



TEMP. T.C.O. FILED \_\_\_\_\_  
CONTROLS INSTALLED \_\_\_\_\_  
APPROVED BY COUNCIL \_\_\_\_\_  
RESCINDED \_\_\_\_\_

**CITY OF BRIGHTON**  
**TRAFFIC CONTROL ORDER NO. 190**

In accordance with the Brighton City Code, as amended, and Ordinance #348, Section 86-26 though 86-28, we have made an investigation of traffic conditions on:

Target Dr at Challis Rd and motorist making left hand turns from Target Dr. onto Challis Rd.

and as a result of said investigation do hereby direct that:

The Department of Public Services place a "No Left Turn" sign on the traffic island on Target Dr. at the intersection of Target Dr. and Challis Rd.

This order shall not expire until rescinded by the City Council. If this is a temporary traffic control order that has been placed by the Traffic Engineer, this order shall expire 90 days from the date of filing with the City Clerk.

\_\_\_\_\_  
Traffic Engineer (City Manager)

\_\_\_\_\_  
Date of Filing with City Clerk  
(if temporary)  
\_\_\_\_\_  
Received for filing (date) by

\_\_\_\_\_  
Tara Brown, City Clerk

Approved by the City Council on: \_\_\_\_\_

I hereby certify that the foregoing is a true copy prepared from the record on file in my office, as attested to by the Seal of the City Clerk of the City of Brighton, embossed hereto.

Signed \_\_\_\_\_  
Tara Brown, City Clerk

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





# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 27, 2024

**SUBJECT: CONSIDER APPROVAL TO RETAIN PRECISION CONCRETE CUTTING FOR SIDEWALK TRIMMING SERVICES UNTIL JUNE 30, 2027**

### **BACKGROUND**

The City is continually working on improving the condition of its sidewalks and addressing trip hazards in all areas.

One maintenance process that we use is sidewalk trimming. Sidewalk trimming can be used instead of Remove and Replace (R&R) when the trip hazard is minimal. The trip hazard is removed at a much lower cost than R&R.

Staff has contracted with Precision Concrete Cutting to perform the sidewalk trimming work for the past six years. This company and their patented process are the sole source provider for this method.

### **ADMINISTRATIVE SUMMARY**

Precision Concrete Cutting had kept their pricing the same for the past six years; however, they have now increased their pricing. They provided us with pricing for three years. The new cost is a 7.5% increase for fiscal year 2024/2025. And increases by 7% in fiscal year 2025/2026, and then 4.35% in fiscal year 2026/2027.

Staff has been very satisfied with the workmanship of Precision Concrete Cutting and has had positive feedback from residents and businesses. They perform their work in a way that causes the least amount of disruption to property owners, businesses, and pedestrians.

### **BUDGET INFORMATION**

There is a total of \$50,000 and \$70,000 available for sidewalk maintenance in the Major and Local Street Funds, respectfully in the 2024/2025-year budget. Staff is proposing to use approximately \$20,000 of this funding for sidewalk trimming.

If the request is approved, DPW staff will determine which locations will benefit from the treatment and schedule Precision Concrete Cutting for the work to be done. Staff will do the same for subsequent years, if funding is approved.

### **RECOMMENDATION**

Approve staff to retain Precision Concrete Cutting for sidewalk trimming services until June 30, 2027

Prepared by: Patty Thomas, Asst. to the DPS Director

Reviewed by: Marcel Goch, DPS Director  
Brad Shrader, DPW Superintendent

Elizabeth Gaines, Finance Director

Within Budget

- Budget Amendment Necessary and In Proper Form
- Other \_\_\_\_\_

Reviewed &  
Approved by: Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 27, 2024

**SUBJECT: CONSIDER APPROVAL TO EXTEND MICHIGAN INTERGOVERNMENTAL TRADE NETWORK BID #ITB-FH-20-21-2270 TO SPRAY-PATCH ROAD REPAIR, INC. FOR SERVICES THROUGH FISCAL YEAR 2026/2027**

### **BACKGROUND**

Spray patching is a roadway treatment used to repair holes and cracks in pavement by removing all debris and replacing it with tack material that bonds to the road base. It is a much more secure and longer-lasting form of repair than cold patching. The city has used this process before and has been pleased with its performance.

The city has used Spray-Patch Road Repair, Inc. for this treatment since 2019 through the Michigan Intergovernmental Trade Network (MITN) competitive bid process Bid #ITB-FH-20-21-2270 put out by the City of Farmington Hills. This bid was accepted by the State of Michigan as transferrable to other communities.

Since 2019 we have spent approximately \$175,000 on this treatment on various roads in the city.

### **ADMINISTRATIVE SUMMARY**

In 2022, City Council approved extending the contract with Spray-Patch Road Repair through the 2023/2024 fiscal year. The contract is able to be extended annually beyond the first year for up to five additional years, with an annual increase of three percent. This would allow the contract to be extended through April 2027.

City staff is asking for approval to participate in the extensions if agreed upon by The City of Farmington Hills and the contractor to complete spray patch treatment on various roads through April 2027.

### **BUDGET INFORMATION**

City Council approved a total of \$180,000 in the major and local street funds for routine roadway maintenance in the 2024/2025 fiscal year budget. Staff have used a portion of this funding for crack sealing as well as Reclamite treatment in the Northwest Neighborhood and Rickett Road.

If approved, DPW staff will determine which locations will benefit from the treatment and schedule Spray Patch Road Repair, Inc. for the work to be done before the end of this season. Staff will do the same for subsequent years, if funding is approved.

### **RECOMMENDATION**

Approve extending Michigan Intergovernmental Trade Network Bid #ITB-FH-20-21-2270 to Spray-Patch Road Repair, Inc. for services through fiscal year 2026/2027.

Prepared by: Patty Thomas, Asst. to the DPS Director

Reviewed by: Brad Shrader, DPW Superintendent  
Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other \_\_\_\_\_

Reviewed &  
Approved by: Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 27, 2024

**SUBJECT:** CONSIDER APPROVAL OF RESOLUTION #2024-19 TO DESIGNATE THE CITY MANAGER AND CITY CLERK TO SIGN MDOT CONTRACT 24-5268 FOR THE CONSTRUCTION IMPROVEMENTS IN CONJUNCTION WITH MDOT CONSTRUCTION ON HIGHWAY I-96 AT GRAND RIVER

### **BACKGROUND**

On August 13, 2024, City Council approve MDOT contract 24-5268 for the construction improvements in conjunction with MDOT construction on highway I-96 at Grand River.

### **ADMINISTRATIVE SUMMARY**

MDOT has asked that a resolution be approved to reflect the contract number and signers.

### **RECOMMENDATION**

Approve resolution #2024-19 to designate the City Manager and City Clerk to sign MDOT contract 24-5268 for the construction improvements in conjunction with MDOT construction on Highway I-96 at Grand River.

Prepared by: Tara Brown, City Clerk

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

- Acceptable Form and Ready to Execute
- Other pending review

Reviewed &

Approved by: Tara Brown, City Clerk

**CITY OF BRIGHTON  
RESOLUTION #2024-19  
MDOT Contract 24-5268**

At a regular meeting of the City of Brighton, City Council, Livingston County, State of Michigan, held on August 27, 2024, beginning at 6:30 p.m., there were:

PRESENT:

ABSENT:

Moved by: \_\_\_\_\_, and supported by: \_\_\_\_\_ to adopt the following resolution:

**RESOLUTION**

WHEREAS, the Michigan Department of Transportation (MDOT) has been working with the City of Brighton for the planning/design of the I-96/Grand River Avenue Interchange Reconstruction Project; and

WHEREAS, the primary project goal is to enhance safety, reliability, and quality of life for the City of Brighton residents and the thousands of daily users of the corridor. This goal will be achieved through a combination of interchange reconstruction and roadway reconstruction/rehabilitation treatments, and additional work on behalf of the city in connection with the highway I-96 construction, described as follows:

Signal installation work within the interchange of Highway I-96 and Grand River Avenue, including work required for the placement of mast arm signals in excess of the work required to install standard strain wire signals, galvanized coating, pedestal painting, sidewalk and pathway construction work outside Michigan Department of Transportation limited access right-of-way (LA ROW) and aesthetic texturing on Structure S10-3 of 47065 which carries Highway I-96 over Grand River Avenue; together with necessary related work, located within the corporate limits of the City of Brighton; and

NOW THEREFORE, BE IT RESOLVED that the City of Brighton City Council authorizes the City Manager and City Clerk to sign MDOT contract number 24-5268.

A roll call vote on the foregoing resolution was taken and was as follows:

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

Tara Brown  
City Clerk

**CERTIFICATION**

The foregoing resolution was certified at a regular meeting of the City Council of the City of Brighton, County of Livingston, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted on August 27, 2024

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Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 27, 2024

**SUBJECT: DISCUSS CURRENT TRAFFIC CONCERNS AND STRATEGIES FOR ENFORCEMENT ACTION**

### **BACKGROUND**

- City staff have fielded concerns about vehicle and pedestrian safety, specifically:
  - No Left Turn at W. Main St and N. First St.
  - Compact Cars only parking
  - Pedestrians and the utilization of the lighted crosswalks

### **ADMINISTRATIVE SUMMARY**

- To help address the concerns, the City of Brighton Police Department will be conducting four hour directed overtime patrols. One hour of the four must be spent on W. Main St to focus on the concerns that were brought to staffs' attention.
- The Police Department has hired a new officer with a tentative start date of October 22, 2024.
- The City of Brighton Police Department is 24 hour 7 days a week operation with 17 sworn officers, 3 reserve officers, and 2 civilian employees.
- In 2023 City of Brighton Police Department conducted the following:
  - Responded to 30,219 dispatched events (on average this is 1,777 events per Officer for the year)
  - Conducted 3,722 traffic stops
  - Issued 1,249 traffic citations
  - Made 643 arrests with a 100% conviction rate
  - Policed 387 traffic crashes
  - Wrote 1,555 reports
  - Attended 1,974 hours of training (82.5 Days)
  - Accreditation, an extremely labor-intensive program that keeps Officers and Supervisors in the office and off the road more than before accreditation
  - All of this was accomplished while maintaining an average response time of 4.15 minutes

### **RECOMMENDATION**

This discussion item has no recommended motion at this time.

Prepared by: Brent Pirochta, Chief of Police

Reviewed by: Gretchen Gomolka, City Manager

Reviewed

& Approved by: Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 27, 2024

**SUBJECT:** TO DISCUSS THE FUTURE OF OUR ENTERPRISE RESOURCE PLANNING SYSTEM

### **CURRENT ERP: BS&A**

- In 2012 the city transitioned to BS&A as our software provider for general ledger, tax, assessing, building, et al.
- We have been very pleased with the software. All modules are linked together and communicate with each other in real time. Navigation between and around modules is easy and intuitive.
- BS&A customer service is outstanding. When issues arise, they respond very timely and are very knowledgeable. The software is kept up to date with regards to the latest regulations.
- We have experienced minimal to no downtime.

### **WHY THE DISCUSSION:**

- We currently operate on a on-premises solution, which is being phased out. We maintain various servers, one of which is past its prime and no longer being supported. The cost to replace this server would be around \$30,000.
- The on-premises solution is considered outdated, and all software providers are now transitioning to a Cloud based solution, which eliminates the need to purchase and maintain our own servers.

### **ITEMS TO NOTE:**

- Transitioning data to a different provider can be very expensive and much of the detail will be lost.
- BS&A is the provider of choice for assessing and tax throughout the state of Michigan, switching to a different provider for these modules would be futile.
- Maintaining multiple software solutions would be inefficient. Much of the functionality and abilities between modules would be lost. Most likely daily data exports/imports would be necessary.
- BS&A provides software exclusively to local governments, they are focused completely on the complexities and ever-changing issues that arise.

### **BUDGET INFORMATION**

- There is currently \$30,000 budgeted for FY24/25 for purchasing of BS&A payroll module which is no longer being offered with current on-premises solution. Currently we use a 3<sup>rd</sup> party for payroll processing which the City wants to bring in house and process ourselves. Doing so would save roughly \$20,000 per year.
- The remaining necessary funding would come from General Fund Fund balance.

### **RECOMMENDATION**

To approve quoted software and services for BS&A cloud upgrade in the amount of \$117,040

Prepared by: Elizabeth Gaines, Finance Director



Reviewed by: Gretchen Gomolka, City Manager  
City Attorney (Required for all agreements, ordinances, etc.)

- Acceptable Form and Ready to Execute
- Other pending review – to be completed prior to council meeting on 8/27/24

Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other \_\_\_\_\_

Reviewed &

Approved by: Tara Brown, City Clerk

**BS&A  
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

<b>Customer Name:</b> City of Brighton, Livingston County MI	<b>Sponsor Contact:</b> [ ]
<b>Billing Address:</b> 200 N First Ave, Brighton MI 48116	<b>Sponsor Phone:</b> [ ]
<b>Accounts Payable Email:</b> [ ]	<b>Sponsor Email:</b> [ ]

**Platform and Fee Information**

<b>Effective Date:</b> [ ]	
<b>Platform Description:</b> Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
<b>“Usage Limitations”:</b>	
<input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS]	
<input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
<b>“Initial Subscription Period”:</b> [One (1) year]	<b>Subscription Fees:</b> \$46,470, payable [annually].
<b>Professional Services (if any):</b> \$71,500	<b>Service Fees (if any):</b>
<b>Other Customer Terms:</b>	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”); and (v) any Statements of Work (each an “**SOW**”) entered into by the parties, a form of which is attached to this Order .

**BS&A SOFTWARE, LLC**

**CITY OF BRIGHTON**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**CUSTOMER TERMS AND CONDITIONS**

The Parties agree as follows:

1. Definitions.

1.1 **"Authorized User"** means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **"BS&A IP"** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 **"Business Contact Data"** means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **"Customer Data"** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **"Documentation"** means Company's end user documentation relating to the Platform, including any user guides.

1.6 **"Harmful Code"** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **"Order"** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 **"Personal Information"** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **"Platform"** has the meaning set forth on the Order.

1.10 **"Professional Services"** means training, migration, implementation, integration, or other professional services that are memorialized in writing in a Statement of Work and provided to Customer in connection with its use of the Platform hereunder.

1.11 **"Statement of Work"** or **"SOW"** means a written statement of work for Professional Services executed by both Parties that incorporates this Agreement by reference.

1.12 **"Subscription Period"** means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.13 **"Third-Party Products"** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.14 **"Usage Data"** means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.15 “Usage Limitations” means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

## 2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer’s internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users’ accounts.

2.2 Documentation License. Subject to and conditioned on Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer’s internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A’s detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party’s intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer’s or any Authorized User’s use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A’s provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party’s intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A’s access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a “Service Suspension”). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any

loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement, BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.'

### 3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems, and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order or Statement of Work. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order or Statement of Work, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with

coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

## 7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“**Fees**”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer 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 or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

## 8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-

disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, including all Business Contact Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the



Order (the “**Initial Subscription Period**”). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement’s express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a “**Renewal Subscription Period**” and together with the Initial Subscription Period, the “**Subscription Period**”).

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A’s delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer’s obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer’s prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A’s personnel will not be eligible to participate in any of Customer’s employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier

(with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County, Delaware and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If Customer is located in a jurisdiction that requires that this Agreement be governed by and construed in accordance with laws other than those of the State of Delaware, or that require any legal suits, actions, or proceedings arising out of or related to this Agreement be instituted in state and federal courts located anywhere other than New Castle County, Delaware, then the Parties agree that such other laws shall apply and to institute any such legal suits, actions, or proceedings in such other jurisdiction(s).

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software"

and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**EXHIBIT B  
PRICING SHEET**

**Upgrade - Cloud Modules – Annual Fee**

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**Financial Management**

General Ledger	<b>\$3,195</b>
Accounts Payable	<b>\$2,605</b>
Cash Receipting	<b>\$2,900</b>
Accounts Receivable	<b>\$2,425</b>
Fixed Assets	<b>\$2,370</b>
Purchase Order	<b>\$2,545</b>
Utility Billing ( <i>approximately 4,000 utility accounts</i> )	<b>\$6,000</b>

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**Community Development**

Building Department	<b>\$5,220</b>
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**Property**

Assessing	<b>\$6,430</b>
Tax	<b>\$4,390</b>
Special Assessment	<b>\$2,425</b>
Delinquent Personal Property	<b>\$1,265</b>

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Subtotal     **\$41,770**

**BS&A Online** - Fees for BS&A Online subscription services will be charged at the next renewal period.

Public Records Search + Online Bill Pay  
*With use of integrated Credit Card Processor*

**New Purchase – Cloud Modules**

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**Personnel Management**

Payroll	<b>\$4,700</b>
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## Data Conversions/Database Setup

### Database Setup:

Payroll (Manual Entry or Import of Employee Master File/Setup/YTD as of a Specified Date)	<b>\$10,420</b>
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## Integration

Lockbox	<b>\$2,500</b>
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## Upgrade Implementation

### Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to cloud-based software, minimizing disruption
- Project schedule aligned with your processes and needs, ensuring a seamless transition timeline
- Expedited upgrade to cloud capturing existing process to minimize demands required of client teams
- Onboarding planned around critical process dates, ensuring your team is well-prepared for effective cloud software utilization
- Central contact for streamlined communication between project leaders, developers, IT staff, and conversion resources
- Testing and implementation of existing municipal customizations prior to go-live, preserving functionality and ensuring critical components are converted
- Preliminary data conversion with attachments, mirroring final conversion for a smooth transition
- Thorough data verification for all modules, ensuring accuracy and reliability of converted data, including automated balancing
- Key module validation managed by dedicated upgrade team (vs. customer in previous methodology), including testing of parallel processes
- Migration of key custom user-based designed reports handled out-the-box, enabling seamless access to critical insights.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Automated scaffolding of users and security roles based on your previous configurations
- Conversion of approval workflows based on role-based security, maintaining established processes
- As needed, configuration of existing hardware (barcode scanners, etc.) for seamless integration with cloud environment
- Documentation of our standard processes, facilitating easy access to essential information
- Upgrade training
- Prioritized response post go-live for 2 weeks from the upgrade team
- 3 post go-live survey touch points to check-in on post-go live experience
- Remote go-live assistance and remote office hours for a successful transition to the cloud-based software
- Travel not expected, but any necessary travel would be billed at a per trip and/or per day cost

**\$44,400**

## New Module Project Management and Implementation Planning

**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$4,250**

## New Module Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

**Services include:**

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		<b>\$2,000</b>
Personnel Management Modules	Days:	7		<b>\$7,000</b>
	Total:	9	Subtotal	<b>\$9,000</b>

**Travel Expenses**

**\$930**



# City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 27, 2024

**SUBJECT: CONDUCT A SECOND READING AND PUBLIC HEARING FOR PROPOSED ORDINANCE 607: TO AMEND THE CITY OF BRIGHTON CODE OF ORDINANCES**

## **ADMINISTRATIVE SUMMARY**

The Officers Compensation Committee is crucial for ensuring a fair, transparent, and strategic approach to managing executive compensation within our organization, for council, boards, and commissions. This committee can ensure that compensation packages are aligned with both market standards and our organizational goals.

Therefore, an amendment is necessary to align various ordinances with consistent language to ensure clarity, coherence, and uniformity across all City of Brighton Code of Ordinances as a first step.

Items underlined in the attached draft ordinance amendments are additions to the existing language.

## **RECOMMENDATION**

Approval of proposed Ordinance 607: Amendments to the City of Brighton Code of Ordinances

Prepared by: Tara Brown, City Clerk

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

Acceptable Form and Ready to Execute

Other \_\_\_\_\_

Attachments: Draft ordinance amendments

**CITY OF BRIGHTON**  
**AMENDMENT TO CODE: BOARDS AND COMMISSIONS**  
**ORDINANCE NO. 607**

**DATE**

The City of Brighton City Council ordains and adopts the following amendments to Chapter 2, Article III, Division 1, § 2-163; Chapter 2, Article III, Division 2, § 2-184; Chapter 2, Article III, Division 3, §§ 2-205 and 2-221; and Chapter 2, Article III, Division 3, § 2-244 [new language underlined, deleted language ~~stricken~~]:

**THE CITY OF BRIGHTON ORDAINS:**

**Chapter 2 “Administration”, Article III “Boards and Commissions”, Division 1 “Generally”, § 2-163 “Compensation”** is amended to read as follows:

**§ 2-163 Compensation.**

Unless otherwise provided, all members of boards, committees and commissions shall serve without compensation as members thereof. If compensation is expressly provided for by ordinance or resolution of the city council, compensation shall be determined by the Officers Compensation Commission.

**Chapter 2 “Administration”, Article III “Boards and Commissions”, Division 2 “Planning Commission”, § 2-184 “Compensation”** is amended to read as follows:

**§ 2-184 Compensation.**

The Officers Compensation Commission shall determine the compensation for the members of the planning commission. ~~Members of a planning commission may be compensated for their services as provided by the city council.~~ A planning commission may adopt bylaws relative to ~~compensation and~~ actual and necessary expenses incurred by ~~of~~ its members and employees for travel when engaged in the performance of activities authorized by the legislative body, including, but not limited to, attendance at conferences, workshops, educational and training programs, and meetings.

**Chapter 2 “Administration”, Article III “Boards and Commissions”, Division 3 “Board of Appeals”, § 2-205 “Compensation”** is amended to read as follows:

**§ 2-205 Compensation.**

The Officers Compensation Commission shall determine the compensation for the members of the zoning board of appeals. ~~A member of the zoning board of appeals may be paid a reasonable per diem and reimbursed for expenses actually incurred in the discharge of his or her duties.~~



**Chapter 2 “Administration”, Article III “Boards and Commissions”, Division 3, § 2-221 “Construction Board of Appeals”** is amended to read as follows:

**§ 2-221 Compensation.**

The Officers Compensation Commission shall determine the compensation for the members of the construction board of appeals. Compensation of members of the construction board of appeals shall be determined by resolution of the city council.

**Chapter 2 “Administration”, Article III “Boards and Commissions”, Division 3 “Officers Compensation Commission”, § 2-244 “Duties”** is amended to read as follows:

**§ 2-244 Duties.**

The Officers Compensation Commission shall determine the salaries compensation of elected officials (or those appointed to fill a vacancy in an elected office) for the city which determination shall be the salaries compensation unless the City Council, by resolution adopted by two-thirds of the members elected to and serving on the council, shall reject them. The determinations of the Officers Compensation Commission shall be effective 30 days following their filing with the city clerk unless rejected by the City Council. In case of rejection, the existing salary compensation shall prevail. Any expense allowance or reimbursement paid to elected officials in addition to salary compensation shall be for expenses incurred in the course of city business and accounted for to the city. If provided by ordinance, the Officers Compensation Commission shall also make a recommendation regarding the compensation of appointed officials who hold positions on city boards, commissions, and committees and who are not full-time or part-time employees of the City, which shall be the compensation of such officials upon resolution of approval by the City Council. Unless otherwise provided by statute, the Officers Compensation Commission may recommend compensation for officials appointed to city boards, commissions, and committees on a per diem or salary basis. The Officers Compensation Commission shall make its determination and recommendations in accordance with and within the time periods provided for by law.

YEAS: Council Member(s) \_\_\_\_\_  
NAYS: Council Member(s) \_\_\_\_\_  
ABSTAIN: Council Member(s) \_\_\_\_\_  
ABSENT: Council Member(s) \_\_\_\_\_

CERTIFICATION

As the City Clerk of the City of Brighton, Livingston County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the City of Brighton Council at a regular meeting held on \_\_\_\_\_, 2024.

Date: \_\_\_\_\_, 2024

City Clerk \_\_\_\_\_

Tara Brown

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Adoption: \_\_\_\_\_

Publication: \_\_\_\_\_

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



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 27, 2024

**SUBJECT: CONSIDER AWARDING CONTRACT FOR DRUMMERS LANE MILL AND OVERLAY TO BOWEN PAVING AND A BUDGET AMENDMENT FOR USE OF BOND FUNDS FOR AN AMOUNT NOT TO EXCEED \$69,322**

**ADMINISTRATIVE SUMMARY**

The Local Street Millage funds were used to mill and overlay the roads within the ATF project and to reconstruct the entire northwest neighborhood. During the time those large reconstruction projects were occurring, staff used funds in the street operating fund to perform maintenance on many remaining streets in the city, which included crack sealing, spray patch, chip seal, asphalt patching, and repaving a portion of Appian Way.

While monitoring streets that would benefit from our standard maintenance practices, staff noticed that Drummers Lane has deteriorated to the point where only a mill and overlay would be sufficient without doing a full reconstruction. With a Paser Rating of 0, using our current maintenance practices would be a waste of funds due to the street’s poor condition. The curb and gutter areas are still in good shape and the utilities are acceptable, a mill and overlay is a logical repair of Drummers Lane. If nothing is done to it soon, it will continue to deteriorate with the only option of a complete reconstruction of the street, which would be at a considerably higher cost.

An Invitation to Bid (ITB) was published on the Michigan Intergovernmental Trade Network (MITN) website on July 31, 2024, using the bidding documents previously reviewed by the City Attorney.

Sealed bids were opened on August 14, 2024 and six bids were received. See bid results below.

<b>Drummers Lane Mill and Overlay</b>			
<b>Bid Analysis</b>			
<b>Bidder</b>	<b>Mill &amp; Overlay</b>	<b>22A Gravel (per ton)</b>	<b>Undercutting (per ton)</b>
<b>Bowen Paving, Pontiac</b>	<b>\$60,280.00</b>	<b>\$75.00</b>	<b>\$100.00</b>
Asphalt Specialists, Inc., Pontiac	\$63,600.00	\$45.00	\$85.00
Allied Construction, Clarkston	\$64,575.00	\$47.50	\$75.50
R&R Asphalt, Inc., Milford	\$64,850.00	\$40.00	\$75.00
T&M Asphalt Paving, Inc., Milford	\$68,436.00	\$40.00	\$70.00
Best Asphalt, Inc., Romulus	\$86,350.00	\$45.00	\$65.00

Bowen Paving submitted the lowest base bid; however, their per-ton prices for both 22A Gravel and undercutting were the highest. While undercutting was included in the bid, staff anticipates minimal costs for this item, as the project involves milling and overlay without any necessary underground work. Regarding the 22A Gravel cost, the project would need approximately 44 tons of gravel for Bowen’s total cost to match the next lowest base bid of \$63,600 from Asphalt Specialists. Staff recommends Bowen Paving be awarded the contract.

All three references provided by Bowen Paving were checked and all responses were favorable.

**BUDGET INFORMATION**

There is roughly \$600,000 remaining in Bond Funds to be used on Road projects. Staff is requesting utilization of these funds, leaving approximately \$530,000 to be spent on other road projects.

**RECOMMENDATION**

Award contract for Drummers Lane mill and overlay to Bowen Paving and a budget amendment for use of bond funds for an amount not to exceed \$69,322.

Prepared by: Patty Thomas, Asst. to the DPS Director

Reviewed by: Marcel Goch, DPS Director  
Brad Shrader, DPW Superintendent

Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form (for use of bond funds)
- Other \_\_\_\_\_

Reviewed &

Approved by: Tara Brown, City Clerk

Attachments: Photos of Drummers Lane

# DRUMMERS LANE - PHOTOS TAKEN AUGUST 20, 2024









# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 27, 2024

**SUBJECT:** CONSIDER AWARDING THE BID FOR THE INSTALLATION OF THE PINE CREEK BOOSTER STATION TO RELIANCE BUILDING COMPANY, INC. IN THE AMOUNT OF \$687,700.

### BACKGROUND

- During the April 2, 2024, City Council meeting, City Council awarded a bid of \$270,860 to Dubois-Cooper Associates, Inc. to supply a prefabricated water booster station for the Pine Creek Subdivision. This new station will serve the areas of Pinemont Drive and Rexford Court. When the purchase of the booster station was approved at that meeting, it was understood that staff would return with another recommendation for the installation of the new station when a contractor was chosen.

### ADMINISTRATIVE SUMMARY

- With the new booster station being ordered in April, Tetra Tech published an Invitation to Bid (ITB) on the Michigan Intergovernmental Trade Network (MITN) website for the installation portion of the project using the bidding documents previously reviewed by the City Attorney.
- On June 18, 2024, the city received two sealed bids for the installation of the booster station, listed below.

Installation of the Pine Creek Booster Station 2024			
Bid Analysis			
NO.	BIDDER	AMOUNT	15% Contingency
1	Reliance Building Company, Inc.	\$598,000.00	\$687,700.00
2	Comprehensive Contracting	\$599,140.00	\$689,011.00

- The ITB required everything necessary for the installation of the prefabricated Gorman Rupp water booster station, including excavation and restoration of the site and the installation of the concrete building foundation and concrete driveway. Additionally, the project includes the instrumentation and communication components, mechanical and electrical equipment, and all underground materials necessary to connect to the existing water main. As seen above, the pricing was very close, but the Reliance Building Company, Inc. proposal is lower.

### REFERENCES

- Both contractors have demonstrated their ability to work for the City of Brighton successfully in recent years. Comprehensive Contracting installed the Brighton Coves Lift Station and Reliance Building Company, Inc. performed a major overhaul to the Orndorf Lift Station. City staff would be satisfied with either contractor.

### BUDGET INFORMATION

- Funds for this project are not in the current fiscal year’s budget; however, at the beginning of this project DPS staff held discussions with the City Manager, and Finance Director, it was determined that remaining funds from 2021 bond initiative (utilities portion) were available as most of the infrastructure projects originally planned for these



funds have been completed and final costs have resulted in unused capital. We have estimated a total cost of \$1,000,000 for the project, which includes the design and construction engineering along with the purchase and installation of the station. As is customary with projects in recent years, staff is asking for a fifteen percent contingency to cover any unforeseen costs that may be arise during installation.

**RECOMMENDATION**

Award the bid for the installation of the Pine Creek Booster Station to Reliance Building Company, Inc. in the amount of \$687,700.

Prepared by: Josh Bradley, Water Plant and Regulatory Compliance Superintendent

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other using remaining 2021 bond funds (utilities portion) as previous discussed

Reviewed &

Approved by: Tara Brown, City Clerk



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 27, 2024

**SUBJECT: CONSIDER APPROVAL TO PURCHASE THE SAFE FLEET BODY WORN CAMERA PACKAGE, UTEC COMPUTER, AND ALL NECESSARY BUDGET AMENDMENTS.**

### **BACKGROUND**

- Over the past several years the Brighton City Police Department has contemplated the implementation of body worn cameras for all sworn law enforcement officers
- Currently the Brighton Police Department has Safe Fleet in-car video cameras installed in all patrol vehicles in the fleet
- There are various body worn camera platforms in use by law enforcement across the country (AXON, Motorola, WRAP, Safe Fleet, Watch guard)
- In today's climate of policing, body cameras are another essential tool to enhance investigations, reduce citizen complaint investigation time, reduce potential risk and liability for the city and the officer, and continue to hold officers accountable during interactions with the public
- A body worn camera policy has been drafted, reviewed, and published in Power DMS

### **ADMINISTRATIVE SUMMARY**

- The Brighton City Police Department has looked at three different body camera platforms. All body worn camera platforms were evaluated on pricing, interoperability with current in-car video system, redaction, storage, and ability to send video to the Livingston County Prosecutors office.
  - The first option was the AXON platform. Due to the cost of the AXON platform, AXON was not a viable option
  - The second platform was the WRAP platform. WRAP offered competitive pricing; however, due to the need to have interoperability between the body camera and the in-car video systems it would require us to purchase additional equipment, and have the equipment installed by our upfitter
  - The third option was the Safe Fleet platform. Safe Fleet allows seamless integration with our current in-car video system, cloud-based storage, redaction capability of both body camera and in-car video, and the ability to transfer video to the Livingston County Prosecutors Office
  - Safe Fleet is also Criminal Justice Information Services (CJIS) and Federal Information Processing Standard (FIPS) compliant
- After reviewing the contract from Safe Fleet, it was determined that the Safe Fleet platform would meet all our requirements and includes three days of on-site training for staff
- We also found cost savings by utilizing another vendor for the stand-alone Dell redaction computer Safe Fleet quoted.
- UTEC has the ability to provide the same computer with the exact specifications for \$3,900.00. Safe Fleet quoted \$5,000.00 for this standalone workstation.
- This Safe Fleet Body Camera solution will replace our current server, workstation for burning DVD's and the DVD burner, as well as the need to buy and store burned DVD's. All of this equipment is at or nearing the end of life
- With the purchase of this body camera package, it will streamline our redaction process for Freedom of Information Act requests.
- All data from our current in-car video system and new body cameras will be stored on Safe Fleet's cloud system.
- All data will be retained based on the Michigan retention schedule

- Why Body cameras?
  - Enhanced Accountability and Transparency
  - Evidence Collection
    - Objective Evidence that will be used in court
    - Improved Case Resolution
  - Improved Behavior of both Officers and Citizens
- Training and Policy Development
  - Training tool for officer
  - Policy review to ensure best practices
- Protection for the Officers, Department, and Cit
  - Protection against false accusations
  - Reduction in complaints as body cameras discourage frivolous complaints
- Community Relations
  - Builds trust
  - Increased cooperation
- Cost Efficiency
  - Reduced litigation cost
- [Nashville Shooting video example](#)

**BUDGET**

- The total purchase price of the 5-year body camera program is \$84,910
- The annual cost per year over 5 years is \$16,982
- One-time purchase of the Dell computer is \$3,900
- A budget amendment would be required utilizing the fund balance from the Federal Forfeiture account
- Body worn cameras and necessary equipment are an allowable expense within the Federal Forfeiture spending rules
- Years two through five will be budgeted for in future fiscal budget years

Safe Fleet Body Camera Cost Breakdown	
<b>Year 1</b>	\$16,982
<b>Year 2</b> will be budgeted for in 25/26 fiscal	\$16,982
<b>Year 3</b> will be budgeted for in 26/27 fiscal	\$16,982
<b>Year 4</b> will be budgeted for in 27/28 fiscal	\$16,982
<b>Year 5</b> will be budgeted for in 28/29 fiscal	\$16,982
<b>Total</b>	<b>\$84,910</b>

Utec	
<b>One time purchase of Dell workstation</b>	\$3,900
<b>Total</b>	<b>\$3,900</b>

Required Budget Amendment Amount	
<b>Year 1 of Safe Fleet contract</b>	\$16,982
<b>One time purchase of Dell workstation (UTEC)</b>	\$3,900
<b>Total</b>	<b>\$20,882</b>

**RECOMMENDATION**

Approval to purchase the Safe Fleet body worn camera package, UTEC computer, and the necessary budget amendment in an amount not to exceed, \$20,882.

Prepared by: Brent Pirochta, Chief of Police

Reviewed by: Gretchen Gomolka, City Manager

Elizabeth Gaines, Finance Director (Required for all financial related agenda items)

- Within Budget
- Budget Amendment Necessary and In Proper Form
- Other \_\_\_\_\_

City Attorney (Required for all agreements, ordinances, etc.)

- Acceptable Form and Ready to Execute
- Other \_\_\_\_\_

Reviewed &

Approved by: Tara Brown, City Clerk