



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

PUBLIC NOTICE OF A REGULAR MEETING

The **Executive Committee of the Michigan Municipal Services Authority** (Authority) will hold a regular meeting on the following date, at the following time, and at the following location:

| <u>Date</u> | <u>Time</u> | <u>Location</u> |
|----------------------------|--------------------|--|
| Thursday, October 12, 2017 | 1:30 PM | Capitol View Building Constitution Room – 9th Floor 201 Townsend Street Lansing, MI 48933 |

The meeting is open to the public and this notice is provided under the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

The meeting location is barrier-free and accessible to individuals with special needs. Individuals needing special accommodations or assistance to attend or address the meeting should contact the Authority at (248) 925-9295 prior to the meeting to assure compliance with Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, and 42 USC 12131 to 12134.

A copy of the proposed meeting minutes will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Thursday, October 12, 2017 at 1:30 PM

Capitol View Building
201 Townsend St Suite 900
Lansing, MI 48933

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes**
 - a. Minutes of the September 14, 2017 regular Executive Committee meeting
- V. Administrative Report**
- VI. Old Business**
- VII. New Business**
 - a. Resolution 2017-15 Third Amendment to Employment Agreement with CEO
 - b. Resolution 2017-16 Accounting & Payroll Services
 - c. Resolution 2017-17 Program Services Agreement with SSDC Services Corp.
- VIII. Public Comment**
- IX. Other Business**
- X. Adjournment**

A copy of the proposed minutes of the meeting will be available for public inspection at the principal office of the Authority within 8 business days. A copy of the approved minutes of the meeting, including any corrections, will be available for public inspection at the principal office of the Authority within 5 business days after approval.



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Thursday, September 14, 2017 at 1:30 p.m.

Capitol View Building
201 Townsend St Suite 900
Lansing, MI 48933

MINUTES

Proposed Minutes Approved Minutes

MEETING TYPE: Regular Special

I. Call to Order

The meeting was called to order at 1:32 PM.

II. Roll Call

Executive Committee Member Attendance:

| | | |
|-----------------------------|---|---------------------------------|
| Stacie Behler, Chairperson* | <input checked="" type="checkbox"/> Present | <input type="checkbox"/> Absent |
| James Cambridge, Secretary* | <input checked="" type="checkbox"/> Present | <input type="checkbox"/> Absent |
| Eric DeLong, Treasurer | <input checked="" type="checkbox"/> Present | <input type="checkbox"/> Absent |
| Kelli Scott, Member | <input checked="" type="checkbox"/> Present | <input type="checkbox"/> Absent |
| Doug Smith, Member* | <input checked="" type="checkbox"/> Present | <input type="checkbox"/> Absent |

*Participated via teleconference.

Other attendees:

- Robert Bruner, Michigan Municipal Services Authority*
- Kristen Delaney, Michigan Municipal Services Authority
- Steven Liedel, Dykema

III. Approval of Amended Agenda

Moved by: Scott

Supported by: Cambridge

Yes: X No: ___

IV. Approval of Minutes

Scott noted that her first name needed to be corrected.

- a. Minutes of the August 10, 2017 regular Executive Committee meeting as amended

Moved by: Scott

Supported by: Cambridge

Yes: X No: ___

V. Administrative Report

The administrative report was delivered by CEO Robert Bruner.

VI. Old Business

- a. Resolution 2017-10 Change in Provider of Auditing Services

Moved by: Behler

Supported by: Cambridge

Yes: X No: ___

VII. New Business

- a. Resolution 2017-11 Change Notice NO. 4 to State of Michigan Contract

Moved by: Scott

Supported by: Behler

Yes: X No: ___

- b. Resolution 2017-12 FY 2016-2017 General Appropriations Act Amendment

Moved by: Scott

Supported by: Cambridge

Yes: X No: ___

c. Resolution 2017-13 FY 2017-2018 General Appropriations Act

DeLong opened the Public Hearing at 2:25 p.m.

Roll Call Vote:

No comments from the public.

Behler: Yes

Cambridge: Yes

DeLong closed the Public Hearing at 2:25 p.m.

DeLong: Yes

Moved by: Scott

Scott: Yes

Supported by: Cambridge

Smith: Yes

Yes: X No: ___

d. Resolution 2017-14 Administrative Services Agreement with LCSA

Moved by: Scott

Supported by: Cambridge

Yes: X No: ___

ADMINISTRATIVE SERVICES AGREEMENT

This administrative services agreement is between the LOCAL COMMUNITY STABILIZATION AUTHORITY, a Michigan metropolitan authority (the “**LCSA**”), and the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the “**MMSA**”).

The LCSA is a metropolitan government for the metropolitan areas of the state of Michigan established under section 7 of the Local Community Stabilization Act, 2014 PA 86, as amended, MCL 123.1347 (the “**LCSA Act**”), and section 27 of article 7 of the Michigan Constitution of 1963.

The MMSA is a Michigan public body corporate created under the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124. 501 to 124.512, pursuant to an interlocal agreement between the City of Grand Rapids, Michigan and the City of Livonia, Michigan.

Both the LCSA and the MMSA are “political subdivisions” as defined under 1967 (Ex Sess) PA 8, as amended, MCL 124.531 to 124.536 (“**Act 8**”).

In addition to exercising certain functions, and responsibilities under the LCSA Act, the LCSA also exercises certain functions, and responsibilities of the former Metropolitan Extension Telecommunications Rights-of-Way Oversight Authority (the “**METRO Authority**”) pursuant to

section 3 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, as amended, MCL 484.3103 (the "**METRO Act**").

The LCSA seeks the expertise of the MMSA in performing administrative functions and responsibilities for the LCSA under the METRO Act and the LCSA and to transfer certain administrative functions and responsibilities to the MMSA pursuant to Act 8.

The MMSA wants to perform those administrative functions and responsibilities for the LCSA.

The parties therefore agree as follows:

1. **Functions and Responsibilities.** (a) As permitted by Act 8, the LCSA hereby transfers to the MMSA the administrative functions and responsibilities specified in schedule 1 (the "**Services**"). The MMSA shall perform the Services during the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, and during each of the next four fiscal years through the fiscal year ending on September 30, 2022.

(b) Functions and responsibilities vested exclusively in the authority council of the LCSA are not transferred to the MMSA under this agreement. The MMSA shall not exercise functions or responsibilities vested exclusively in the authority council of the LCSA (the "**LCSA Council**") under the LCSA Act or the METRO Act, but may assist the LCSA Council with LCSA Council's exercise of its functions or responsibilities.

(c) The parties acknowledge that both the MMSA and the LCSA are independent contractors under this agreement, that no partnership or joint venture is created by this agreement for any purpose, and that this agreement creates no employer-employee relationship between the MMSA and the LCSA or the LCSA and the MMSA's employees.

(d) Except as otherwise provided in this agreement, the LCSA has the responsibility, authority, and right to manage and direct on behalf of the public the functions and responsibilities transferred to the MMSA under this agreement.

2. **Employees.** (a) The MMSA will function as the employer of personnel and staff needed for the transfer of functions and responsibilities under section 1. The MMSA shall assign employees on a part-time basis as necessary to provide the Services to the LCSA consistent with the requirements of this agreement. The LCSA acknowledges that employees of the MMSA assigned to the LCSA by the MMSA also will perform other functions and responsibilities for the MMSA.

(b) Employees assigned by the MMSA to provide Services under this agreement shall do both of the following:

- (1) use Reasonable Efforts to provide the Services in a timely, effective, and competent manner; and
- (2) comply with all laws and regulations applicable to the provision of Services and the performance of the MMSA's obligations under this agreement.

(c) The MMSA will retain responsibility for administering the day-to-day supervision of employees assigned by the MMSA to provide Services to the LCSA under this agreement. The MMSA also shall perform all of the following functions with regard to MMSA employees assigned to perform Services to the LCSA under this agreement:

- (1) conduct performance evaluations;
- (2) handle payroll and benefits in accordance with applicable MMSA policies and procedures;
- (3) maintain official personnel files for employees performing Services under this agreement with other MMSA personnel files;
- (4) direct the handling of all labor and employee relations, including negotiations, counseling, and discipline, after consultation with the LCSA;
- (5) manage, investigate, and make determinations regarding claims for prohibited discrimination or harassment;
- (6) use MMSA forms and handbooks for all employment-related transactions;
- (7) handle requests for leaves of absence, after consultation with the LCSA, using MMSA policies, procedures, and forms in making leave of absence determinations;
- (8) manage any unemployment related matters;
- (9) handle subpoenas and requests for information under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 ("**FOIA**"), relating to the MMSA employees; and
- (10) manage workers' compensation issues.

(d) When providing Services under this agreement, employees assigned by the MMSA to provide Services to the LCSA will use computers and other office space and equipment assigned or provided by the MMSA consistent with policies and procedures of the MMSA.

(e) If the LCSA receives a report of unlawful discrimination or harassment involving an MMSA employee assigned to provide Services

to the MMSA under this agreement, the LCSA shall provide the report to the MMSA for investigation and determination by the MMSA.

(f) The MMSA shall designate an individual to act as the primary liaison between the MMSA and the LCSA with respect to provision of Services to the LCSA.

(g) For purposes of this section 2, "**Reasonable Efforts**" means, with respect to a given obligation, the efforts, consistent with the practice of local governmental employees with respect to provision of administrative services comparable to the Services, that a reasonable person in the MMSA employee's position would use to comply with that obligation as promptly as possible.

3. **Compensation.** The LCSA shall pay the MMSA \$150,000.00 each fiscal year for the Services provided by the MMSA under this agreement. The MMSA shall invoice the LCSA in quarterly installments of \$37,500.00. The LCSA shall pay each invoice within 45 days of receipt. If this agreement is terminated before the end of a fiscal year, the LCSA shall pay the MMSA an amount for the Services prorated based on the number of days between the first day of that fiscal year and the effective date of the termination.

4. **Term.** Except as provided in sections 5.6 or 7, this agreement is for the fiscal year beginning on October 1, 2017 and ending on September 30, 2018, and for each of the next four fiscal years through the fiscal year ending on September 30, 2022.

5. **Termination.** (a) This agreement may be terminated by joint action of the parties. The LCSA may terminate this agreement by giving notice to the MMSA, effective 1 year after receipt unless the notice specifies a later date. The MMSA may terminate this agreement by giving notice to the LCSA, effective 1 year after receipt unless the notice specifies a later date.

(b) Promptly after termination of this agreement, the LCSA shall pay the MMSA any amounts owed for Services provided to the MMSA, if any, under this agreement before termination.

(c) Promptly after termination of this agreement, the MMSA shall return all records of the LCSA to the LCSA at no cost to the LCSA and refund any amounts prepaid by the LCSA and unearned by the MMSA, except with respect to any Services that in accordance with this agreement remain to be provided after termination.

6. **Audits.** In connection with an audit of the LCSA, the MMSA shall provide the LCSA or its authorized representative full and complete access during normal business hours to the MMSA's records relating to this agreement and the MMSA will use Reasonable Efforts to assist the LCSA or its authorized representative in performing an audit of the LCSA. Upon receipt of a written request from the LCSA,

the MMSA shall use Reasonable Efforts to rectify any discrepancies or deficiency found during an audit. The obligations of the MMSA under this section 6 , will survive the term of this agreement. For purposes of this section 6 , “Reasonable Efforts” means, with respect to a given obligation, the efforts, consistent with the practice of other local governmental agencies with respect to resolution of comparable audit discrepancies or deficiencies, that a reasonable person in the MMSA’s position would use to comply with that obligation as promptly as possible.

7. **Nondisclosure.** (a) Except as provided in subsection (b), if during the term of this agreement the MMSA receives information relating to the LCSA or its functions and responsibilities that the MMSA either knows or has reason to believe is confidential or proprietary, the MMSA shall use Reasonable Efforts to do both of the following:

- (1) protect and hold the information in confidence and prevent its disclosure to a nonparty unless; and restrict its use to those purposes consented to in writing by the LCSA. The MMSA is not required to protect or hold in confidence any information if the information is one or more of the following:
 - (1) available to the public or becomes available to the public for a reason other than action or inaction by the MMSA;
 - (2) independently developed by the MMSA;
 - (3) disclosed to the MMSA by a nonparty known to the MMSA not to be under any duty of confidentiality to the LCSA with respect to the information;
 - (4) required to be disclosed by law.

(c) The obligations of the MMSA under this section 7, shall survive the term of this agreement.

(d) For purposes of this section 7 , “**Reasonable Efforts**” means, with respect to a given obligation, the efforts, consistent with the practice of other local governmental agencies with respect to resolution of comparable information, that a reasonable person in the MMSA’s position would use to comply with that obligation as promptly as possible.

8. **Catastrophic Event.** (a) If a Catastrophic Event occurs, the party that is prevented by that Catastrophic Event from performing any one or more obligations under this agreement (the “**Nonperforming Party**”) will be excused from performing those obligations, if (1) the Nonperforming Party used Reasonable Efforts to perform those obligations, (2) the Nonperforming Party’s inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Catastrophic Event, and (3) the

Nonperforming Party complies with its obligations under section 8(b).

(b) Upon occurrence of a Catastrophic Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Catastrophic Event, its effect on performance, and how long that party expects it to last. Thereafter, the Nonperforming Party shall use Reasonable Efforts to update that information. During a Catastrophic Event, the Nonperforming Party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this agreement.

(c) For purposes of this section 8, "**Catastrophic Event**" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement, except that a Catastrophic Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a change in law.

(d) For purposes of this section 8, "**Reasonable Efforts**" means, with respect to a given obligation, the efforts, consistent with the practice of other governmental agencies with respect to a Catastrophic Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

9. **Funding.** The parties acknowledge that the ability of the LCSA to pay for the Services and for the MMSA to perform the Services is dependent upon the authorization of the LCSA to expend a portion of local community stabilization share revenue under the LCSA for implementing and administering the LCSA Act, the appropriation of the state money to the LCSA under section 17(1)(b) of the LCSA Act, or other provision of money to the LCSA or authorization for the LCSA to spend money for implementing and administering the LCSA Act and the METRO Act provided for in Michigan law.

10. **Non-assignment.** Neither party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other party.

11. **Modification; Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation. To be valid, any document signed by a party under this section 11, must be signed by an officer of the party authorized to do so by the party.

12. **Notices.** (a) For a notice or other communication under this agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by email.

(b) Subject to section 12(d) a valid notice or other communication under this agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:

- (1) if it is delivered by hand, delivered by a national transportation company with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;
- (2) if the party to which it is addressed rejects or otherwise refused to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver;
- (3) if it is delivered by email and the sender does not use RPost, when the recipient, by an email sent to the email address for the sender stated in section 12(c) or by a notice delivered by another method in accordance with this section 12, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 12; and
- (4) if it is delivered by email and the sender uses RPost, when the authorized electronic mail agent of the recipient accepted that email message, with the delivery status of at least "delivered to mail server," as stated in the RPost "Registered Receipt" received by the sender with respect to that email message.

(c) For a notice or communication to a party under this agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section d.

To the LCSA: Mary Ann Jones
Chairperson, Local Community Stabilization Authority
1231 E Beltline Ave NE
Grand Rapids, MI 49525
Email: MaryAnne.Jones@priorityhealth.com

To the MMSA: Robert J. Bruner, Jr.
CEO, Michigan Municipal Services Authority
P.O. Box 12012

Lansing, MI 48909
Email: rbruner@michiganmsa.org

(d) If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

13. **Severability.** The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want a court to interpret this agreement as follows:

- (1) with respect a provision it holds unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- (2) if an unenforceable provision is modified or disregarded in accordance with this section 13, by holding that the rest of the agreement will remain in effect as written;
- (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable;
- (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

14. **Nonparties.** No beneficiary rights for any person or entity other than a party (a "Nonparty") are created under this agreement. A Nonparty may not rely on this agreement. Only the LCSA and the MMSA may rely on this agreement.

15. **Counterparts.** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

16. **Governing law.** The laws of the state of Michigan, without giving effect to its principles of conflicts of law, govern any adversarial proceeding arising out of this agreement.

17. **Entire Agreement.** This agreement constitutes the entire understanding between the parties as to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

18. **Effectiveness; Date.** This agreement will become effective when all parties have signed it and the signed agreement is filed with the secretary of state of the state of Michigan pursuant to Act 8. The date of this agreement will be the

date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this agreement on the date stated opposite that party's signature.

LOCAL COMMUNITY STABILIZATION
AUTHORITY

Date: September ____, 2017

By: _____
Mary Anne Jones
Chairperson

MICHIGAN MUNICIPAL SERVICES
AUTHORITY

Date: September ____, 2017

By: _____
Robert J. Bruner, Jr.
Chief Executive Officer

SCHEDULE 1

Administrative Functions and Responsibilities

The MMSA shall provide the LCSA with the following administrative services under this agreement:

(a) **METRO Act.** Assist the LCSA Council with administrative functions related to the performance by the LCSA Council of its powers, duties, functions and responsibilities under the METRO Act, including recommending the amount of the annual maintenance fee to the LCSA Council, notifying providers of annual assessments, collecting annual assessments, scheduling disbursements of annual maintenance fees, and disbursement of annual maintenance fees to municipalities consistent with Section 8 of the METRO Act.

(b) **LCSA Act.** Assist the LCSA Council with administrative functions related to the performance by the LCSA Council of its powers, duties, functions and responsibilities under the LCSA Act.

(c) **Reports.** Prepare reports required to be produced by the LCSA under the METRO Act, the LCSA Act, or other state law for approval by the LCSA and transmit on behalf of the LCSA reports approved by the LCSA as required by law.

(d) **FOIA Coordination.** Act as the LCSA's FOIA coordinator under FOIA.

(e) **Record Management.** Manage the records of the LCSA in a manner consistent with the LCSA's record management policy and applicable law.

(f) **LCSA Council Support.** Assist the LCSA Council in managing the day-to-day responsibilities of the LCSA, including:

- (1) preparing and posting notices of meetings required under the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275;
- (2) identifying and preparing facilities for meetings;
- (3) preparing draft agendas and materials for board members for use at authority council meetings in consultation with the LCSA's legal counsel;
- (4) preparing minutes of meetings and maintaining a record of all meeting minutes;
- (5) maintaining a record of LCSA bylaws and resolutions adopted of the LCSA Council;
- (6) maintaining a record of LCSA contracts and a list of LCSA vendors with contact information;
- (7) attending LCSA Council meetings and updating LCSA Council members on administrative activities of the LCSA;
- (8) assisting LCSA Council members with needs relating to the attendance of members of the public at LCSA Council meetings;
- (9) cooperating with legal counsel, accountants, auditors, and other vendors retained by the LCSA in the provision of services to the LCSA Council; and
- (10) implementing all administrative decisions of the LCSA Council;
- (11) attending to other administrative matters as requested by the LCSA Council and as necessary to assure compliance with applicable law.

(g) **Asset Management.** Manage any assets of the LCSA, including inventory, maintenance, and security.

(h) **Budgeting.** Assist the LCSA Council and its vendors in preparing an annual budget, holding a public hearing on the budget, monitoring expenditures for compliance with the annual budget, and preparation of budget amendments.

(i) **Communications.** Manage day-to-day communications with the public, other governmental entities, and providers

under the METRO Act, including mail correspondence, e-mail, and telephone calls.

(j) **Website.** Manage the LCSA's website, including updated information about the LCSA Council, the LCSA Act, the METRO Act, notices of LCSA Council meetings, minutes of LCSA Council meetings, LCSA Council meeting agendas, resolutions adopted by the LCSA Council, and other information required by law to be included on the LCSA's website.

VIII. Public Comment

None

IX. Other Business

None

X. Adjournment

Motion to adjourn the meeting at 3:08 PM.

Moved by: Cambridge

Supported by: Scott

Yes: X No:

Certification of Minutes

Approved by the Executive Committee on October 12, 2017.

Authority Secretary

Date



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

EXECUTIVE COMMITTEE RESOLUTION 2017-15

Third Amendment to Employment Agreement with Chief Executive Officer

The executive committee of the Michigan Municipal Services Authority (the “**Authority**”) resolves as follows:

- that the following agreement (the “**Third Amendment**”) amending the employment agreement between the Authority and Robert J. Bruner, Jr. dated August 12, 2014, as amended on December 10, 2015 and October 26, 2016, is hereby approved by the Authority:

-

“AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT

This agreement is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the “**Authority**”) and ROBERT J. BRUNER, JR., an individual (the “**Executive**”).

The parties entered into an employment agreement dated August 14, 2014 under which the Executive serves as the chief executive officer of the Authority and that employment agreement was previously amended by the parties on December 10, 2015 and October 26, 2016 (as amended the “**Employment Agreement**”).

The parties want to again amend the Employment Agreement to modify the compensation of the Executive and authorize the continued provision of benefits provided to the Executive.

The parties therefore agree as follows:

1. **Defined Terms.** Defined terms used but not defined in this agreement are as defined in the Employment Agreement.
2. **Amendment to Section 4(a).** Section 4(a) of the Employment Agreement is hereby amended in its entirety to read as follows:

“(a) During the Employment Period, the Authority shall pay the Executive a salary of: \$118,000.00 per year before January 1, 2016; \$123,000.00 per year after December 31, 2015 and before January 1, 2017; \$110,485.68 per year after December 31, 2016 and before January 1, 2019; and \$123,000.00 per year after December 31, 2018. The salary will be paid in equal bi-weekly installments consistent with the payroll dates used by the state of Michigan for its employees.”.

3. **Amendment to Section 4(e).** Section 4(e) of the Employment Agreement is hereby amended in its entirety to read as follows:

“(e) The Executive’s compensation is subject to an annual review by the executive committee. The Executive may participate in the Authority’s Deferred Compensation Plan offered pursuant to section 457(b) of the Internal Revenue Code. For coverage during the calendar year that begins on January 1, 2017 and ends on December 31, 2017, the Authority shall pay up to the following annual premium amounts for health, prescription drug, dental, and vision insurance plans provided by Blue Cross Blue Shield of Michigan for the Executive and the Executive’s dependents: Simply BlueSM HSA PPO Gold \$1450 0% Medical Coverage with Prescription Drugs (\$11,407.56); Blue DentalSM PPO Plus 100/80/50 SG – Non-voluntary \$25/\$75 deductible (\$985.08); and Blue Vision Adults-only SG with VSP Choice Network 12/12/12SM (\$121.68). For coverage during the calendar year that begins on January 1, 2018 and ends on December 31, 2018, the Authority shall pay up to the following annual premium amounts for health, prescription drug, dental, and vision insurance plans provided by Blue Cross Blue Shield of Michigan for the Executive and the Executive’s dependents: Simply BlueSM HSA PPO Gold \$1450 0% Medical Coverage with Prescription Drugs (\$12,886.92); Blue DentalSM PPO Plus 100/80/50 SG – Non-voluntary \$25/\$75 deductible (\$1,057.68); and Blue Vision Adults-only SG with VSP Choice Network 12/12/12SM (\$128.40). Except as authorized in this Section 4(e), the Executive is not otherwise eligible for other compensation or to participate in an employee pension, retirement, health, or other fringe benefit plan.”.

4. **Effectiveness; Date.** This agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Each party is signing this agreement on the date stated opposite that party's signature.

MICHIGAN MUNICIPAL SERVICES AUTHORITY

Date: October _____, 2017

By: _____
Stacie Behler
Executive Committee Chairperson

Date: October _____, 2017

By: _____
Robert J. Bruner, Jr.”;

- that the chairperson of the executive committee is hereby authorized to sign the Third Amendment on behalf of the Authority; and

- that the chairperson of the executive committee is hereby authorized to sign documents and take other action necessary to provide the chief executive officer with the insurance coverage described in section 4(e) of the employment agreement between the Authority and the chief executive officer as amended by the Third Amendment.

Secretary's Certification:

I certify that this resolution was adopted by the executive committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on October 12, 2017.

By: _____
James Cambridge
Authority Secretary



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
RESOLUTION 2017-16**

Accounting & Payroll Services

The Executive Committee of the Michigan Municipal Services Authority (“Authority”) resolves

1. That the Chief Executive Officer of the Authority (“CEO”) is authorized to execute the attached engagement letter from Plante & Moran, PLLC; and
2. That the CEO is authorized to procure payroll services for the Authority consistent with Resolution 2013-17.

Secretary’s Certification:

I certify that this resolution was adopted by the executive committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on October 13, 2017.

By: _____
James Cambridge
Authority Secretary



Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
8.352.0018
moran.com

September 30, 2017

Robert Bruner
Michigan Municipal Services Authority
P.O. Box 12012
Lansing, MI 48901

Dear Mr. Bruner:

We continue to be complimented by your selection of our firm to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to Michigan Municipal Services Authority ("MMSA").

Scope of Services

Based on our previous discussions, we will provide financial and accounting assistance at your discretion. Our consulting services will be provided to assist the MMSA in connection with accounting and finance related tasks that may include, as time permits, but are not limited to:

1. Maintaining the MMSA general ledger, including recording of receipts and disbursements from bank statements and other MMSA internal documentation.
2. Monthly bank reconciliations and budget to actual reports
3. Preparation of audit workpapers
4. Assist management with preparation of the annual MMSA budget
5. Preparing checks for MMSA disbursements previously approved by MMSA management
6. Other accounting and financial analysis as necessary to be requested by MMSA management and performed by Plante Moran

It should be noted that we will not be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, and handling cash in any way. We will also not be responsible for the preparation, printing, or submitting to the State of Michigan the audited financial statement as this is the responsibility of the MMSA's external auditors.

Fees and Payment Terms

The fee for our services, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend and will be billed at the following **discounted hourly rates**:



| | |
|----------------------|-------|
| Financial Specialist | \$105 |
| Manager | \$150 |
| Partner | \$290 |

Travel time, if any, after the first hour per day will be billed at 50% of the above rates.

The fee for items #1-5 noted above in the scope description will not exceed \$30,000 per year; however, the fee for item #6 will depend on the frequency of the additional work requested by MMSA management.

Effective January 1, 2019 and annually thereafter, hourly rates will increase 2.5%.

Any other projects or consulting services in addition to the ones noted above, including employee benefits analysis, facility analysis, creation of long-term financial model, etc..., may be requested by MMSA management. Fees for those additional services will be negotiated and included in a separate engagement letter.

Our invoices will be rendered monthly and are due when received.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, sign the enclosed copy of this letter, and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC



Brian J. Camiller

Robert Bruner

Michigan Municipal Services Authority

3

September 30, 2017

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between Michigan Municipal Services Authority and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

Michigan Municipal Services Authority

Robert Bruner

Date

Position

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated September 30, 2017 between Plante & Moran, PLLC (referred to herein as “PM”) and Michigan Municipal Services Authority (referred to herein as “Michigan Municipal Services Authority” or “MMSA”).

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the Michigan Municipal Services Authority acknowledges that Michigan Municipal Services Authority is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. Michigan Municipal Services Authority has designated Robert Bruner (MMSA Chief Executive Officer) to oversee the services PM will provide.
2. **Nature of Services** – PM’s temporary finance services will be based on information and records provided to PM by Michigan Municipal Services Authority. PM will rely on such underlying information and records and temporary finance services will not include audit or verification of the information and records provided to PM in connection with the temporary finance services.

The temporary finance services PM will perform will not constitute an examination or audit of any Michigan Municipal Services Authority financial statements or any other items, including Michigan Municipal Services Authority’s internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If Michigan Municipal Services Authority requires financial statements or other financial information for third-party use, or if Michigan Municipal Services Authority requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Michigan Municipal Services Authority agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Michigan Municipal Services Authority. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM’s attention.

3. **Project Deliverables** – At the conclusion of PM’s temporary finance services and periodically as PM progresses, PM will review the results of its work with Michigan Municipal Services Authority and provide Michigan Municipal Services Authority with any observations related to PM’s services that PM believes warrant Michigan Municipal Services Authority’s attention. PM also will provide Michigan Municipal Services Authority with copies of analyses or other materials that PM may develop in the course of this engagement upon Michigan Municipal Services Authority’s request. PM will not issue a written report as a result of this engagement and Michigan Municipal Services Authority agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Michigan Municipal Services Authority’s purposes.
4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, “Electronic Documents”) to Michigan Municipal Services Authority, such Electronic Documents will be provided in a format determined to be acceptable to PM. Michigan Municipal Services Authority acknowledges and agrees that Michigan Municipal Services Authority’s ability to access such Electronic Documents requires software programs which PM does not develop, license, distribute, support, or sell, and Michigan Municipal Services Authority shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Michigan Municipal Services Authority.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, Michigan Municipal Services Authority acknowledges that Michigan Municipal Services Authority is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

Professional Services Agreement – Consulting Services

Michigan Municipal Services Authority acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Michigan Municipal Services Authority and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). Michigan Municipal Services Authority agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Michigan Municipal Services Authority a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Michigan Municipal Services Authority agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with Michigan Municipal Services Authority, Michigan Municipal Services Authority agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

- 5. Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Michigan Municipal Services Authority, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Michigan Municipal Services Authority, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of Michigan Municipal Services Authority.

In the interest of facilitating PM's services to Michigan Municipal Services Authority, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Michigan Municipal Services Authority recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Michigan Municipal Services Authority and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Michigan Municipal Services Authority in a timely manner of such request and to cooperate with Michigan Municipal Services Authority should Michigan Municipal Services Authority attempt, at Michigan Municipal Services Authority's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to Michigan Municipal Services Authority as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Michigan Municipal Services Authority's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Michigan Municipal Services Authority acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

Professional Services Agreement – Consulting Services

6. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM’s services for Michigan Municipal Services Authority. In order to enable these service providers to assist PM in this capacity, Michigan Municipal Services Authority, by its duly authorized signature on the accompanying engagement letter, consents to PM’s disclosure of all or any portion of Michigan Municipal Services Authority’s information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM’s disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. Michigan Municipal Services Authority’s consent shall be continuing until the services provided for this engagement agreement are completed.
7. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Michigan Municipal Services Authority acknowledges that any commercially-available third-party data sources referenced by PM are licensed to PM and PM’s ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that Michigan Municipal Services Authority will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Michigan Municipal Services Authority, Michigan Municipal Services Authority agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to Michigan Municipal Services Authority a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Michigan Municipal Services Authority from directly contracting with or obtaining a license from any third-party data source if Michigan Municipal Services Authority determines, in its sole discretion that any such direct contract or license to be in its best interest.
8. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on Michigan Municipal Services Authority personnel providing PM staff the assistance necessary to satisfy Michigan Municipal Services Authority responsibilities under the scope of services. This assistance includes availability and cooperation of those Michigan Municipal Services Authority personnel relevant to PM’s temporary finance services and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM’s Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM’s work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM’s work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Michigan Municipal Services Authority in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.
9. **Payment Terms** – PM’s invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM’s invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM’s consulting work. Michigan Municipal Services Authority agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
10. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at the hourly rates stated in this agreement, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM’s invoices related to this engagement. Michigan Municipal Services Authority acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

Professional Services Agreement – Consulting Services

11. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a “Force Majeure Event”). Michigan Municipal Services Authority acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM’s gross negligence or willful misconduct, Michigan Municipal Services Authority agrees to limit the liability of PM and any of PM’s officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to Michigan Municipal Services Authority shall not exceed the total fees paid by Michigan Municipal Services Authority to PM for the services provided in connection with this engagement agreement. Michigan Municipal Services Authority and PM agree that these limitations on PM’s and the PM Persons’ maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Michigan Municipal Services Authority’s responsibility for the management functions associated with PM’s consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to Michigan Municipal Services Authority, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Michigan Municipal Services Authority agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Michigan Municipal Services Authority shall be limited to no more than the total amount of fees paid by Michigan Municipal Services Authority for the particular phase of services alleged to have given rise to any such liability.

13. **Defense, Indemnification, and Hold Harmless** –As a condition of PM’s willingness to perform the services provided for in the engagement letter, Michigan Municipal Services Authority to defend, indemnify and hold PM and the PM persons harmless against any claims, to the extent permitted by law, by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless such loss, claim or liability resulted from the negligent, grossly negligent or willful conducted of PM, or one of the PM Persons. The Michigan Municipal Services Authority’s obligations under this paragraph shall not exceed the amount paid by the Michigan Municipal Services Authority to PM for services performed in the engagement.
14. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Michigan Municipal Services Authority but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Michigan Municipal Services Authority agrees to compensate PM for the affected PM staff’s time at such staff’s current hourly rates, and to reimburse PM for all of PM’s out-of-pocket costs incurred associated with PM’s response unless otherwise reimbursed by a third party.
15. **Termination of Engagement** –This agreement may be terminated by either party upon written notice. Upon notification of termination, PM’s services will cease and PM’s engagement will be deemed to have been completed. Michigan Municipal Services Authority will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
16. **Time Limits** – Except for actions to enforce payment of PM’s invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
17. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
18. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
19. **Conflicts of Interest** - PM’s engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. Michigan Municipal Services Authority understands and acknowledges that PM may be engaged to provide professional

Professional Services Agreement – Consulting Services

services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Michigan Municipal Services Authority.

20. **Agreement Not to Influence** – Michigan Municipal Services Authority and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Michigan Municipal Services Authority agrees that PM employees are not "contract for hire." PM may release Michigan Municipal Services Authority from these restrictions if Michigan Municipal Services Authority agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the hourly rate stated in this agreement for the PM employee.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Consulting Services

MICHIGAN MUNICIPAL SERVICES AUTHORITY
Executive Committee

RESOLUTION 2013-17

Procurement of Payroll Processing and Management Services

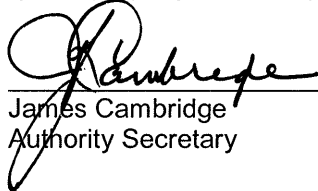
The Executive Committee of the Michigan Municipal Services Authority resolves:

1. That the Chief Executive Officer of the Michigan Municipal Services Authority ("Authority") is authorized to procure payroll processing and management services for the Authority on an as-needed basis and to enter into agreements on behalf of the Authority relating to the provision of payroll processing and management services to the Authority, subject to any policy on the delegation of procurement authority then in effect.

Secretary's Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on the 11th day of July 2013.

By:



James Cambridge
Authority Secretary



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
RESOLUTION 2017-17**

Program Services Agreement with SSDC Services Corp.

The Executive Committee of the Michigan Municipal Services Authority (“Authority”) resolves that the Chief Executive Officer of the Authority (“CEO”) is authorized to execute the attached Program Services Agreement with SSDC Services Corp.

Secretary’s Certification:

I certify that this resolution was adopted by the executive committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on October 13, 2017.

By: _____

James Cambridge
Authority Secretary



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

The proposed
Program Services
Agreement with
SSDC Services Corp.
will be distributed
before the meeting