



Michigan Municipal Services Authority
PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
RESOLUTION 2017-09**

Approval of Joint Representation for Amended Administrative Services Agreement

The Michigan Department of Licensing and Regulatory Affairs ("LARA") has indicated that it wants to transfer to the Michigan Municipal Services Authority (the "MMSA") the administrative services that LARA currently performs for the Local Community Stabilization Authority (the "LCSA") pursuant to an administrative services agreement between the LCSA and LARA.

This change will require the LCSA to enter into an administrative services agreement with the MMSA under which the MMSA assumes the administrative services currently performed by LARA for the LCSA.

Because Dykema Gossett, PLLC ("Dykema") currently serves as legal counsel for both the LCSA and the MMSA, to assist in the preparation of a revised administrative services agreement, Dykema must first obtain the consent of both the LCSA and the MMSA to jointly represent the both in the matter.

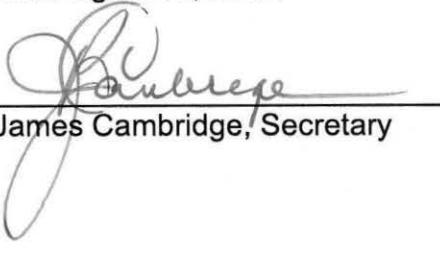
Dykema has proposed terms for the joint representation to both the LCSA and the MMSA in a proposed engagement letter dated August 8, 2017.

The executive committee of the Michigan Municipal Services Authority therefore resolves that the chief executive officer is hereby authorized to sign on behalf of the Michigan Municipal Services Authority the engagement letter dated August 8, 2017 authorizing Dykema Gossett PLLC to jointly represent both the Local Community Stabilization Authority and the Michigan Municipal Services Authority in preparing an amended administrative services agreement substituting the Michigan Municipal Services Authority for the Department of Licensing and Regulatory Affairs as the provider of administrative services to the Local Community Stabilization Authority.

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 August 10, 2017.

By:



James Cambridge, Secretary



Dykema Gossett PLLC
400 Renaissance Center
Detroit, MI 48243
WWW.DYKEMA.COM
Tel: (313) 568-6800
Fax: (313) 568-6893
Steven C. Liedel
Direct Dial: (517) 374-9184
Email: SLiedel@dykema.com

August 8, 2017

Via Email (rbruner@michiganmsa.org;
maryanne.jones@priorityhealth.com)

Robert Bruner
Chief Executive Officer
Michigan Municipal Services Authority
P.O. Box 12012
Lansing, MI 48901-2012

Mary Anne Jones
Chairperson
Local Community Stabilization Authority
300 N. Washington Sq., Lansing, MI 48913

Re: Dykema Engagement Letter

Dear Mr. Bruner and Ms. Jones:

We are pleased to confirm the retention of Dykema Gossett PLLC ("we" or the "Firm") as legal counsel to the Michigan Municipal Services Authority and the Local Community Stabilization Authority ("you" or the "Client" or "Clients") in connection with amending the current administrative services agreement between the Local Community Stabilization Authority and the Department of Licensing and Regulatory Affairs to substitute the Michigan Municipal Service Authority for the Department of Licensing and Regulatory Affairs as a party to that agreement (the "Matter"). This letter and the enclosed Standard Terms of Representation describe the basis on which our Firm will provide legal services to the Clients. Robert Bruner and Mary Anne Jones will be our Clients' joint principal contacts for this Matter. If you have questions concerning any of the information provided in this letter, I welcome your call.

Client. For purposes of this engagement, and for present and future conflicts of interest purposes, our clients are the Michigan Municipal Services Authority and the Local Community Services Authority. The parties to the interlocal agreement that created the MMSA (the City of Grand Rapids and the City of Livonia), the Department of Licensing and Regulatory Affairs, and the Department of Treasury are not our clients for purposes of the engagement.

This joint representation of the MMSA and the LCSA is possible where the parties involved have interests that do not materially conflict, or where they agree to proceed with common counsel despite such a conflict. As of this time, we are aware of no reason why we cannot proceed with the current joint representation in view of the agreement of each of you either that

Dykema

Michigan Municipal Services Authority
Local Community Stabilization Authority
August 8, 2017
Page 2

there are no material conflicts or that any such conflicts are waived. You also understand that in this Matter we will be obligated to treat both Clients equally in all respects, including loyalty, confidentiality, communication, and decision-making. If, as time goes on and we learn more about the facts, the conflicts situation changes, we will have to confer with you regarding these matters. In that connection, and based on our prior discussions, we understand that if we have to withdraw from representation of one or more Clients, those Clients will not challenge our continued representation of the others.

As we have explained, there tend to be certain advantages to a joint representation such as this, including the ability of the Clients involved to share costs and coordinate their efforts. However, there may also be some disadvantages to a joint representation. One disadvantage is that the members of the group cannot maintain inconsistent positions or claims against each other. We understand that none of you presently intends to do that, and that you will immediately inform the other members and us should that intent change. You should be aware that generally none of the parties in a joint representation such as this can invoke the attorney-client privilege, the work product doctrine or other confidentiality principles against the other parties to the representation in connection with communications with or the work of common counsel, even after the joint representation ceases.

Conflict Waiver. We have advised you that our joint representation of the Clients in this Matter may place the Firm in a conflict of interest situation due to our ongoing representation of both the Michigan Municipal Services Authority and the Local Community Stabilization Authority in certain other matters. Both Clients have each acknowledged such potential conflict of interest, consented to our joint representation of the Clients in this Matter, and waived any such conflict of interest. This letter confirms the waiver by the Clients of this conflict of interest.

Scope of Engagement. We have agreed that our engagement is limited to performing services related to the Matter only, unless we agree in writing that it shall also apply for other existing or future matters. Our engagement will end when the amended administrative services agreement under the Matter is effective.

Fees; Costs; Payment. Steven C. Liedel will have primary responsibility for this matter. He may utilize the assistance of other lawyers or paralegals from time to time as the need arises. We have agreed that fees for our services for this Matter will be based on our normal hourly rates, at a 10% discount. Steven C. Liedel's current (pre-discount) hourly rate is \$475.00. Please note that our hourly rates are adjusted as of January 1 of each year. If we anticipate that fees and costs will exceed \$5,000.00, we will contact the Clients and obtain the consent of the Clients before performing additional work and incurring additional fees and costs.

A monthly invoice will be furnished to the you, which will include an itemization of legal services and reimbursable disbursement costs. Payment is due upon receipt. Unless special arrangements are otherwise made, invoices from third parties may be forwarded to the Clients

Dykema

Michigan Municipal Services Authority
Local Community Stabilization Authority
August 8, 2017
Page 3

for direct payment. The Clients will equally share responsibility for fees and costs incurred for this Matter, with the Michigan Municipal Services Authority and the Local Community Stabilization Authority each being invoiced separately for 50% of fees and costs. The financial terms of our representation are further described in the enclosed Standard Terms of Representation.

Standard Terms of Representation. Additional information regarding fees and other important matters appear in the enclosed Standard Terms of Representation, which are incorporated as part of this letter and which the Clients should review carefully before agreeing to our engagement.

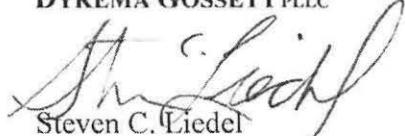
You are encouraged to consult with other counsel on any of the terms of this letter and the attachments, including the waiver provisions thereof.

Please indicate the Clients' acceptance of the terms of this letter and the Standard Terms of Representation by signing and returning a copy of this letter to me. If you do not sign and return this letter, but use our services, such use shall be considered your acceptance of this engagement letter and the enclosed Standard Terms of Representation.

We are delighted that you have chosen to refer this Matter to us, and we look forward to working with you.

Sincerely,

DYKEMA GOSSETT PLLC



Steven C. Liedel

scli
Attachment

Dykema

Michigan Municipal Services Authority
Local Community Stabilization Authority
August 8, 2017
Page 4

Agreed to and Accepted:

MICHIGAN MUNICIPAL SERVICES AUTHORITY

By: _____
Robert Bruner
Chief Executive Officer

Date: _____

LOCAL COMMUNITY STABILIZATION AUTHORITY

By: _____
Mary Anne Jones
Chairperson

Date: _____

4832-4783-3675.2

Dykema Gossett, PLLC Standard Terms of Representation

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each "Matter" for which Dykema Gossett PLLC ("Dykema" or "Firm") is engaged to represent the "Client," as those terms are defined in the engagement letter.

How We Charge for our Services and Expenses. Unless some other arrangement has been agreed upon with the Client, Dykema will submit monthly invoices for services and expenses. This ensures that the Client has a current understanding of charges and expenses incurred. The work performed by Dykema on behalf of the Client will be described in the monthly invoice. **Payment is due upon receipt.**

Services. The Client will have an attorney who is responsible for the Matter. In addition to serving as the Client's primary contact and either performing or overseeing all services provided for the Client, this attorney will review and approve each invoice the Client receives. The basis upon which we will charge for our services is subject to agreement between the Client and the Firm. In the absence of a specific

agreement to the contrary, the primary factors in determining our fees include the time and effort required and the experience and skill of the person performing the work (reflected in hourly rates).

Expenses. At Dykema we make every effort to pass through third-party expenses with no mark-up and no surcharge for the cost of carrying the charge until payment is made by the Client. Filing fees, incorporation fees and similar expenses will appear on the Client's bill at the amount actually disbursed by us on the Client's behalf. *At times these types of expenses may appear on the Client's bill well after the work has been completed. This is a result of the Firm not receiving the invoices from the vendor in as timely a manner as the work was performed.* The Client may be asked to pay directly certain larger expenses that are invoiced by third-parties for the Client's account.

The Client also will be invoiced for expenses incurred in the course of providing legal service to the Client as set forth below:

Service	Charge
Copies/Laser Printing	20¢ / page for black & white; 50¢ / page for color
Scanning	20¢ / page
Telephone Charges	Only hosted conference calls at vendor's rate
Fax Charges	\$1 / page for outgoing faxes only
Computerized Legal Research and Document Retrieval	Discounted rate on computerized legal research. Service provider's standard rate for document retrieval (SEC Edgar files).
Courier	Actual charges
Postage	No charge for ordinary mailings under \$2.50
Litigation Support Services	We charge for processing/preparing electronic stored information (ESI). The amount of these charges is dependent on the specific requirements of the matter. A schedule of these charges is available upon request. We charge \$10/GB each month for ESI stored in our document review platform (Relativity).
Word Processing Services	No charge for ordinary use of word processing. Special desktop publishing services will be charged at \$15.00 / page.
CD/DVD	Data copied and stored on this media is charged at a rate of \$5 per CD/DVD.

Other Payment Terms. Dykema reserves the right to bill back annual fees and charges levied by third party e-billing providers if e-billing is required by the client. In certain circumstances, we receive and retain discounts from our third-party contractors based on our volume use of their services. We strongly encourage the Client to raise promptly with us any questions or comments the Client may have regarding any invoice. If the Client's account is not kept current, including attorney fees, we reserve the right to terminate our representation, in accordance with applicable rules of professional conduct. We reserve the right to charge interest on all past due accounts. If collection proceedings are necessary, the Client agrees to pay for our legal fees and expenses. Dykema reserves the right to update how we charge for our services and expenses without notice.

Responsibility for Payment. The Client is responsible for payment. In certain transactions in which we represent the Client, the Client may request that a third party pay the bill for our services. Nevertheless, as our client, the Client, and not the third party, shall be responsible for ensuring that our fees and other charges are paid in a timely manner.

Confidentiality. We do not disclose nonpublic information about our clients or former clients to anyone, except as permitted by law and the applicable rules of professional conduct. We will preserve the confidentiality of any confidential information that the Client provides to us in the course of our representing it and will not disclose or use any such information for the benefit of any other client. Conversely, we will not disclose to the Client or use on its behalf any information with respect to which we owe a duty of confidentiality to another client or person.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the Matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our Firm is intended to be an expression of opinion only, based on information available to us at the time, and does not constitute a promise or guarantee.

Estimates. As we have discussed, the fees and costs relating to this Matter are not predictable. Accordingly, we have made no commitment to the Client concerning the maximum fees and costs that will be necessary to resolve or complete this Matter.

Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that the Client's obligation to pay the Firm's fees and costs is in no way contingent on the ultimate outcome of the Matter.

Client Responsibilities. The individual identified in the engagement letter will be our Client contact for this Matter. Client agrees to cooperate fully with us and to provide promptly all information known or available to Client that is relevant to our representation. Client also agrees to pay our statements for services and expenses as provided in the engagement letter and in these standard terms. We will keep Client informed of significant developments on all assignments through routinely providing the Client contact with copies of incoming and outgoing documents, as well as through having periodic discussions, and we will consult with the Client contact in advance of taking any major actions.

Consent to Future Conflicts. The Firm represents a broad base of clients on a variety of legal matters. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect the Client's ability and the ability of other clients of the Firm to choose the Firm as its counsel and preclude the Firm from representing the Client or other clients of our Firm in pending or future matters. Given that possibility, we wish to be fair not only to the Client, but to our other clients as well. Accordingly, this letter will confirm our mutual agreement that from time to time the Firm may represent clients in matters in which such clients' interests may be adverse to the Client or its affiliates. We ask that the Client, by countersigning the engagement letter, waive any conflict that may arise in our representation of other clients in such matters and agree not to seek to disqualify us from such representation, provided that such matters are not substantially related to any matter in which we represent the Client or on a matter in which the Client has provided us with confidential information material to the matter.

Insurance. Unless expressly included in the scope of engagement above, the Client shall be responsible for tendering any claim or suit to the Client's insurer. It is possible that the Client or Dykema may secure the agreement of an insurance company and that Dykema may act as the Client's counsel. Some insurance companies impose restrictions on the type, amount of or hourly rate for legal services for which they will

pay and may further refuse reimbursement for various cost items. In addition, some insurance companies may unilaterally impose other restrictions which are different from this Agreement. While Dykema will, of course, work cooperatively with any insurance company defending the Client, and make every effort to minimize the expense not absorbed by the Client's insurance company, Dykema's agreement is with the Client, the Client agrees to pay promptly Dykema's invoices, and the Client will seek such reimbursement from the insurance company as may be appropriate. In the event a billing dispute arises between the Client and the insurance carrier, Dykema will advise the Client and, if the Client wishes, Dykema will represent the Client in connection with that dispute.

Retention and Disposition of Documents. Following termination of our engagement, any otherwise non-public information that the Client has supplied to us with respect to such Matter and which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. Upon the Client's written request, the Client's papers and property will be returned to the Client promptly upon receipt of payment for all outstanding fees and expenses, unless otherwise required by applicable rules of professional conduct. Our own files pertaining to the Matter will be retained by the Firm in accordance with our normal policies. These include, for example, Firm administrative records (such as time and expenses reports, personnel and staffing materials, and credit and accounting records) as well as internal lawyers' work product (such as drafts, agreements, notes, internal memoranda and e-mail, legal and factual research and investigative reports). All records and files will be retained and disposed of in compliance with our policy in effect from time to time without further notice to the Client. Subject to future changes, it is our current policy generally not to retain records relating to a Matter for more than five years.

Termination. Our representation of the Client in this Matter may be terminated by either of us at any time by written notice by or to the Client. Such written notice may be (a) the Client's notification to us of the Client's termination of our representation, (b) our confirmation to the Client of the completion of our representation, or (c) our notification to the Client of our withdrawal. Our representation also will end, regardless of whether or when written notice was sent by or to the Client, as of the date of our final statement for services rendered in connection with the Matter. If our services are terminated for any reason, such termination shall be effective only to

terminate our services prospectively and all the terms of the engagement letter and these standard terms shall survive such termination.

We reserve the right to withdraw from our representation as permitted by applicable rules of professional conduct. In the event that we terminate the engagement, we will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the Client through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission and the Client agrees not to oppose our request.

Post-Engagement Matters. Upon cessation of our active involvement in a particular Matter (even if we continue active involvement in other matters on the Client's behalf), we will have no further duty to inform the Client of future developments or changes in law as may be relevant to such Matter. Further, unless the Client and Dykema mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the Matter for which we had been retained.

External Electronic Communication Authorization. The Firm may send documents or other information that is covered by the attorney-client or work product privileges using external electronic communication ("EC") (via the internet or other network). The Client understands that EC is not an absolutely secure method of communication. The Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize the Firm to use EC means to communicate with the Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise the Firm in writing not to send them via EC and the Firm will comply with the Client's request.

Consent to Use of Information. In connection with future materials that, for marketing purposes, describes facets of our law practice and recite examples of matters we handle on behalf of clients, the Client agrees that, if those materials avoid disclosing the Client's confidences and secrets as defined by applicable ethical rules, they may identify the Client as a client, may contain factual synopses of the Client's matters, and may indicate generally the results achieved, unless otherwise agreed to.

Entire Agreement. The engagement letter and these standard terms constitute the entire understanding and agreement between the Client and the Firm regarding the terms of our engagement in this Matter and supersedes any prior understandings and agreements, written or oral, and any subsequent billing requirements, or letters submitted to us by the Client. If any provision of the engagement letter or these standard terms is held by a court or arbitration panel to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The engagement letter and these standard terms may be amended only by means of a subsequent, written agreement between the Client and the Firm.