



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

PUBLIC NOTICE OF ELECTRONIC MEETING OF THE MICHIGAN MUNICIPAL SERVICES AUTHORITY

PLEASE NOTE: THIS NOTICE IS GIVEN AND PUBLISHED PURSUANT TO EXECUTIVE ORDER 2020-129 ISSUED BY GRETCHEN WHITMER, GOVERNOR FOR THE STATE OF MICHIGAN.

The Authority Board of the Michigan Municipal Services Authority is meeting electronically as a result of the Covid-19 virus pursuant to law and the mandates of Executive Order 2020-115 issued by Governor Gretchen Whitmer.

The **Authority Board of the Michigan Municipal Services Authority** will hold a special meeting on the following date and at the following time:

Date

Monday, July 6, 2020

Time

1:00 PM

The purpose of this special meeting is to discuss a potential partnership between the MMSA and the State of Michigan.

Refer to the MMSA's website to view the complete Agenda and Packet for the meeting.

Specific instructions for public participation via a webinar will be posted on the MMSA's

website: <http://michiganmsa.org/>

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

**AUTHORITY BOARD
SPECIAL MEETING**

Monday, July 6, 2020 at 1:00 p.m.

LIVE ZOOM WEBINAR

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**
- V. **Administrative Report**
- VI. **Audits**
- VII. **New Business**
 - a. MMSA Partnership with the State of Michigan
- 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

DATE: July 3, 2020

TO: Authority Board

FROM: Shea Charles, CEO

SUBJECT: State of Michigan Technical Services Pilot Project – City of Flint

The MMSA has been working with the Michigan Department of Treasury on a pilot project to provide short term technical services to the City of Flint’s administration. The Department has identified four areas in the attached statement of work.

1. Assist the Flint executive team in long-term planning and system restructuring
2. Assist with hiring and personnel processes and activities
3. Assist with purchasing and changes to purchasing systems
4. Grants administration and record keeping

This effort would begin as soon as agreements between the MMSA and the Department are approved and would go until December 30, 2020. The Department would compensate the MMSA \$125/hour up to \$100,000. Mark Wollenweber, retired City Manager from Grosse Pointe Shores, would be advisor the assisting Flint on behalf the MMSA (resume attached). Mr. Wollenweber was identified by the Department as the resource for this project.

I am in the process of securing professional liability insurance for the MMSA and Mr. Wollenweber. Mr. Wollenweber would also be covered by MMSA’s workers compensation insurance but not by our general liability insurance.

Estimated costs for the MMSA including payroll (via 1099), administrative time, additional insurance, attorney time to prepare agreements etc., and other miscellaneous costs is about \$7,000. The Department had previously committed to compensate Mr. Wollenweber \$125/hour before initiating conversation with the MMSA. Mr. Wollenweber and I are in discussions about his rate for this project. The Department and MMSA will evaluate this effort to see if this a workable model to assist other communities in the future. The Department also understands that the financial structure for this effort will not be the approach for future efforts and has asked MSMA to provide a conceptual model.

Attached are draft agreements between the MMSA and the Treasury Department as well as an agreement for Mr. Wollenweber’s services. I have also enclosed a copy Mr. Wollenweber’s current resume.

Statement of Work

1. BACKGROUND

The Michigan Department of Treasury (Treasury) works with communities experiencing financial or programmatic challenges in order to assist with actions that can improve a community's stability and long-term success. As part of that effort, Treasury periodically contracts for expertise to assist the community and compliment the work of community staff and other partners.

2. SCOPE

Treasury is seeking an outside consulting service to work with Treasury to provide assistance to the management of the City of Flint (Flint) for a range of improvement activities in Flint's organization and procedures. The work associated with this engagement would include but not be limited to:

1. Assisting the Flint executive team in long-term planning and system restructuring
2. Assist with hiring and personnel processes and activities
3. Assist with purchasing and changes to purchasing systems
4. Grants administration and record keeping

3. REQUIREMENTS

The consultant hired will work with Flint and Treasury to review the scope of work listed in (2) and set a schedule of activity to accomplish the agreed upon activities as approved by the contract manager.

4. SERVICE LEVELS

4.1 Compensation

The initial phase of the contract would include up to three days per week of work which could be a combination of onsite and remote activity. This phase would run through no later than 12-31-2020 up to \$100,000 of services at a rate not to exceed \$125/hour.

4.2 Work Plan

- Contractor will be responsible for completing a work plan in consultation with Treasury and Flint.
- Contractor will maintain records of work and progress in meeting timeline goals.
- Contractor will provide status reports as requested by Treasury.

Timeline

Month One

- Contractor will work with Treasury and Flint to establish a work plan to positively impact areas of Flint's operations.
- Contractor will include timelines for deliverables for the work plan implementation

Month Two to completion

- Contractor will provide monthly reports to Treasury and Flint on work plan progress.
- Contractor will initiate periodic adjustments to the work plan as needed.

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated July [], 2020 and is between the DEPARTMENT OF TREASURY, a principal department of Michigan state government (the “**Department**”) and the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the “**Vendor**”).

The Department is a principal department of Michigan state government and performs functions and responsibilities relating to local governments in Michigan, including cities. The Department works with local governments experiencing financial or programmatic challenges to assist with actions that can improve a local-government’s stability and long-term success. As part of those efforts, the Department periodically contracts for expertise to assist local governments and compliment the work of local government staff and other partners.

The Authority 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, and is authorized to exercise the joint and common functions of a Michigan county and city.

The Department seeks a vendor to provide professional services relating to assisting the City of Flint (the “**City**”) and complimenting the work of City staff and other partners.

The parties therefore agree as follows:

1. **Services.** (a) Vendor shall provide the professional services described in schedule 1 in a manner consistent with this agreement and the work schedule detailed in schedule 2. Vendor shall not use the services of a person other than Mark Wollenweber without the prior written approval of the Department.

(b) Vendor shall perform its obligations under this agreement in a professional and workmanlike manner in accordance with prevailing industry standards and practices.

(c) Vendor shall reperform any work not in compliance with section 1(b) brought to its attention within a reasonable time after the work is performed at no additional cost to the Department.

(d) Vendor shall provide the Department with timely updates of its work under this agreement as requested by Department.

(e) The parties intend that Vendor’s relationship to the Department in providing services under this agreement be one of an independent contractor. Vendor shall be responsible for paying any taxes relating to amounts paid to Vendor under this agreement. Vendor will not be an employee of the Department. Vendor may not commit the Department to any nonparty agreement without the Department’s prior written consent.

2. **Compensation.** (a) The Department shall compensate Vendor according to the schedule of fees attached as schedule 3.

(b) Vendor shall keep detailed records of its time involved in performing services under this agreement. By the 10th day of each month (the “**Invoice Date**”) Vendor shall submit to the Department an invoice for services rendered during the preceding month. Each invoice must include a detailed, itemized fee billing indicating on a daily basis the appropriate time, description of services performed, and the hourly rate. The Department may reject and refuse to pay for any non-conforming services and expenses. Within 30 days of receiving an invoice, the Department shall remit payment to Vendor.

(c) The Department’s payment of Vendor’s invoices will constitute full payment for all services under this agreement. The Department may withhold payment of the final invoice from Vendor until the Department receives delivery of any final work product from Vendor.

3. **Statements of Fact.** (a) Vendor states that Vendor has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this agreement.

(b) The verb used to introduce a statement of fact in this agreement does not affect the remedies available for an inaccuracy of that statement of fact.

4. **Term.** (a) This agreement is effective beginning on the date of this agreement and continues through December 30, 2020 unless terminated earlier pursuant to section 4(b).

(b) The Department may terminate this agreement at any time, with or without cause, upon written notice to Vendor. The Department shall pay Vendor for all work performed by Vendor up to the date of termination.

5. **Insurance.** Vendor shall provide and maintain, at its own expense, and to the satisfaction of the Department, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work under this agreement, including general liability coverage, automobile liability coverage, worker’s compensation insurance, and any applicable professional liability insurance covering all negligent acts, errors and omissions. Vendor shall provide proof of insurance described in this section 5 upon request by Department.

6. **Force Majeure.** (a) Vendor states that Vendor has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this agreement.

(b) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying 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 agreement, “**Force Majeure Event**” means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party’s not

having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

7. **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.

8. **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 8 must be signed by an officer of the party authorized to do so by the party.**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 9(d), a valid notice or other communication under this section will be effective when received by the party to which it was 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 9(c) or by a notice delivered by another method in accordance with this section 9, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this section 9; 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

To Department:	[Name] Michigan Department of Treasury 430 W. Allegan St.
430 W. Allegan	Lansing, Michigan 48922 Email: [email]

To Vendor: Chief Executive Officer
Michigan Municipal Services Department
P.O. Box 12012
Lansing, MI 48909
Email: ceo@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

10. **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 10, 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.

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

12. **Governing law.** Michigan law governs all adversarial proceedings brought by one party against the other arising out of this agreement.

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

14. **Effectiveness; Date.** This agreement will be effective when all parties have signed it. 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. If any 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 signing party is authorized to enter the date of receipt as the date of other party's signature.

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

[signature pages follow]

MICHIGAN DEPARTMENT OF TREASURY

Date: _____, 2020

By: _____

[Name]

[Title]

MICHIGAN MUNICIPAL SERVICES AUTHORITY

Date: _____, 2020

By: _____
Reid S. Charles II
Chief Executive Officer

SCHEDULE 1
SCOPE OF SERVICES

Vendor shall provide assistance to the management of the City for a range of improvement activities in City's organization and procedures, including:

- (1) assisting the City's executive team in long-term planning and system restructuring;
- (2) assisting the City with hiring and personnel processes and activities;
- (3) assisting the City with purchasing and changes to purchasing systems; and
- (4) assisting the City with grants administration and related record-keeping.

Vendor shall complete a work plan in consultation with the Department and the City consistent with the work schedule detailed in schedule 2.

SCHEDULE 2
WORK SCHEDULE

Vendor shall work with the City and the Department to review the scope of services detailed in schedule 1 and establish a schedule of activity to accomplish the agreed upon activities as approved by the Department.

Vendor shall provide services up to three days per week, which could be a combination of onsite and remote activity through December 31, 2020.

First Month

Vendor shall work with the City and the Department to establish a work plan to positively impact areas of the City's operations, including timelines for deliverables for the implementation of the work plan implementation

Second Month to Completion

Vendor shall provide monthly reports to the Department and the City on progress in implementing the work plan.

Vendor shall recommend periodic adjustments to the work plan as needed, and make modify the work plan as requested by or in consultation with the Department.

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SCHEDULE 3
FEE SCHEDULE

Vendor will bill hourly on a time and materials basis, to the nearest 1/10th of an hour, at the rate of \$125.00 per hour, based on the actual time engaged in performing services under this agreement.

Total professional fees payable under to this agreement must not exceed \$100,000.00 without the prior written approval of the Department, after written notification by Vendor to Department that includes an estimate of additional services, hours, and costs.

110122.000001 4825-5144-5185.3

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated October 8, 2019 and is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the “**Authority**”) and MARK WOLLENWEBER, an individual (the “**Vendor**”).

The Authority 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.

The Authority has contracted with the Michigan Department of Treasury (the “**Department**”) to provide assistance to the City of Flint (the “**City**”) and complimenting the work of City staff and other partners of the City.

Vendor has extensive experience assistance advising local government, including assistance as a city manager.

The Authority wants to contract with Vendor to provide professional services to the City pursuant to the Authority’s agreement with the Department and Vendor wants to provide those professional services.

The parties therefore agree as follows:

1. **Services.** (a) Vendor shall provide the professional services described in schedule 1 in a manner consistent with this agreement and the work schedule detailed in schedule 2.

(b) Vendor shall perform its obligations under this agreement in a professional and workmanlike manner in accordance with prevailing industry standards and practices.

(c) Vendor shall reperform any work not in compliance with section 1(b) brought to its attention within a reasonable time after the work is performed at no additional cost to the Authority.

(d) Vendor shall provide the Authority with timely updates of its work under this agreement as requested by Authority.

(e) The parties intend that Vendor’s relationship to the Authority in providing services under this agreement be one of an independent contractor. Vendor shall be responsible for paying all taxes relating to amounts paid to Vendor under this agreement. Vendor will not be an employee of the Authority. Vendor may not commit the Authority to any nonparty agreement without the Authority’s prior written consent.

2. **Compensation.** (a) The Authority shall compensate Vendor according the schedule of fees attached as schedule 3.

(b) Vendor shall keep detailed records of its time involved in performing services under this agreement. By the 7th day of each month (the “**Invoice Date**”) Vendor shall submit to the

Authority an invoice for services rendered during the preceding month. Each invoice must include a detailed, itemized fee billing indicating on a daily basis the appropriate time, description of services performed, and the hourly rate. The Authority may reject and refuse to pay for any non-conforming services and expenses. Within 30 days of receiving an invoice, the Authority shall remit payment to Vendor.

(c) The Authority's payment of Vendor's invoices will constitute full payment for all services under this agreement. The Authority may withhold payment of the final invoice from Vendor until the Authority receives delivery of any final work product from Vendor.

3. **Statements of Fact.** (a) Vendor states that Vendor has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this agreement.

(b) The verb used to introduce a statement of fact in this agreement does not affect the remedies available for an inaccuracy of that statement of fact.

4. **Term.** (a) Except as provided in section 4(c), this agreement is effective beginning on the date of this agreement and continues through December 30, 2020 unless terminated earlier pursuant to section 4(b).

(b) The Authority may terminate this agreement at any time, with or without cause, upon written notice to Vendor.

(c) The obligations of Vendor under sections 5, 6, and 7 will survive the termination of this agreement.

5. **Inventions and Patent Rights.** (a) Vendor shall promptly disclose to the Authority all ideas, devices, inventions, improvements, technical information and know-how relating to services provided by the Authority or other activities of the Authority during the term of this agreement, whether patentable or not, that Vendor may conceive or make solely or jointly with others during the term of this agreement or within two years of the end of the term of this agreement, if the ideas, devices, inventions, improvements, technical information, or know-how arise out of any work done or concepts developed while performing services under this agreement.

(b) Any right, title, and interest in an idea, device, invention, improvement, technical information, or know-how described in section 5(a) is held by Vendor in a fiduciary capacity for the benefit of the Authority and is the sole and exclusive property of the Authority.

(c) Vendor shall do any of the following when requested by the Authority during or after the term of this agreement relating to the ideas, devices, inventions, improvements, technical information, and know-how described in section 5(a):

- (1) assign and convey to the Authority in writing Vendor's right, title, and interest;
- (2) assist the Authority and its agents in preparing patent applications;
- (3) sign and deliver applications described in section 5(c)(2) and assignments of the applications to the Authority; and

(4) provide information and testimony, sign documents, and do other things needed or requested by the Authority to facilitate the Authority obtaining, extending, reissuing, maintaining or enforcing patents.

(d) Vendor hereby irrevocably nominates and appoints the Authority as Vendor's attorney-in-fact to sign and deliver documents and perform acts described in section 5(c) in the event of Vendor's absence, unavailability, refusal, or dissolution, with the nomination and appointment granted with full authority in the premises and the authorization coupled with an interest vested in the Authority.

(e) The Authority shall bear all expenses incurred in obtaining, extending, reissuing, maintaining, and enforcing patents as described in section 5(c) and in investing and perfecting title to the patents in the Authority. The Authority shall pay Vendor for any time the Authority may require of Vendor or for any services that may be required of Vendor under section 5(c) after the term of this agreement at an hourly rate provided in schedule 3.

(f) Vendor states that no ideas, inventions, expressions, or works that Vendor made or conceived before the term of this agreement or that Vendor may or may not have yet published, patented, or covered by a pending application are excluded from this section 5.

6. **Copyrights.** Any copyright and any other intellectual property rights in a design, software, firmware, and related documentation and works of authorship created by the Vendor while providing services to Authority pursuant to this agreement ("**Protected Property**") belong to the Authority. Vendor acknowledges that neither the Authority nor its licensees have an obligation to designate the Vendor as an author of Protected Property. Vendor hereby waives and releases all of Vendor's rights to Protected Property.

7. **Indemnification.** (a) With respect to any Proceeding brought by someone other than Vendor or someone other than the Authority against one or more Covered Indemnitees and that arises out of this agreement (each a "**Nonparty Claim**"), Vendor shall indemnify those Covered Indemnitees against all Indemnifiable Losses arising out of that Proceeding.

(b) Vendor's obligations under this section 7 will survive the termination of this agreement.

(c) For purposes of this agreement, the following definitions apply:

"**Covered Indemnitee**" means the Authority, the LCSA, each Representative of any of the foregoing, and each of the heirs, executors, successors, and assignees of any of the foregoing.

"**Indemnifiable Losses**" means the aggregate of Losses and Litigation Expenses.

"**Litigation Expense**" means any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

"**Loss**" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

"**Proceeding**" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

“Representative” means, with respect to an entity, any of that entity’s directors, members, officers, employees, agents, consultants, advisors, and other representatives.

8. **Force Majeure.** (a) Vendor states that Vendor has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this agreement.

(b) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying 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 agreement, **“Force Majeure Event”** means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party’s not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

9. **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.

10. **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 10 must be signed by an officer of the party authorized to do so by the party.

11. **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 11(d), a valid notice or other communication under this section will be effective when received by the party to which it was 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 11(c) or by a notice delivered by another method in accordance with this section 11, acknowledges having received that email, with an

automatic “read receipt” not constituting acknowledgment of an email for purposes of this section 11; 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

To Authority: Chief Executive Officer
Michigan Municipal Services Authority
P.O. Box 12012
Lansing, MI 48909
Email: ceo@michiganmsa.org

To Vendor: Mark Wollenweber
[Address]
Email: [email address]

(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

12. **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 12, 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.

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

14. **Governing law.** Michigan law governs all adversarial proceedings brought by one party against the other arising out of this agreement.

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

16. **Effectiveness; Date.** This agreement will be effective when all parties have signed it. 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. If any 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 signing party is authorized to enter the date of receipt as the date of other party's signature.

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

[signature pages follow]

MICHIGAN MUNICIPAL SERVICES AUTHORITY

Date: _____, 2020

By: _____
Reid S. Charles II
Chief Executive Officer

Date: _____, 2020

By: _____
MARK WOLLENWEBER

SCHEDULE 1
SCOPE OF SERVICES

Vendor shall provide assistance to the management of the City for a range of improvement activities in City's organization and procedures, including:

- (1) assisting the City's executive team in long-term planning and system restructuring;
- (2) assisting the City with hiring and personnel processes and activities;
- (3) assisting the City with purchasing and changes to purchasing systems; and
- (4) assisting the City with grants administration and related record-keeping.

Vendor shall complete a work plan in consultation with the Authority, the Department and the City consistent with the work schedule detailed in schedule 2.

SCHEDULE 2
WORK SCHEDULE

Vendor shall work with the Authority, the City and the Department to review the scope of services detailed in schedule 1 and establish a schedule of activity to accomplish the agreed upon activities as approved by the Department and the Authority.

Vendor shall provide services up to three days per week, which could be a combination of onsite and remote activity through December 31, 2020.

First Month

Vendor shall work with the Authority, the City and the Department to establish a work plan to positively impact areas of the City's operations, including timelines for deliverables for the implementation of the work plan implementation

Second Month to Completion

Vendor shall provide monthly reports to the Authority, the Department and the City on progress in implementing the work plan.

Vendor shall recommend periodic adjustments to the work plan as needed, and make modify the work plan as requested by or in consultation with the Department and the Authority.

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SCHEDULE 3
FEE SCHEDULE

Vendor will bill hourly on a time and materials basis, to the nearest 1/10th of an hour, at the rate of \$---- per hour, based on the actual time engaged in performing services under this agreement.

Total professional fees payable under to this agreement must not exceed \$100,000.00 without the prior written approval of the Authority, after written notification by Vendor to Authority that includes an estimate of additional services, hours, and costs.

110122.000001 4812-5882-1057.1

Mark Wollenweber, AICP
ICMA Credentialed Manager

8120 Old Lakeshore Road
Burtchville, MI 48059
• Home
• Cell

Objective: To provide high quality leadership through experience, education, and continued involvement in all aspects of a challenging public sector environment.

Experience Summary:

City Manager	Village of Grosse Pointe Shores, A Michigan City	03/2012 – Present
Interim City Manager	City of Ferndale	01/2011 – 07/2011
City Administrator	City of Grosse Pointe Woods	10/2004 – 06/2010
City Manager	City of St. Clair Shores	01/1990 – 10/2004
City Manager	City of Huntington Woods	03/1978 – 01/1990
Assistant City Manager/ Administrative Assistant	City of Plymouth	05/1976 – 03/1978
Administrative Assistant to Mayor	City of Westland	03/1974 – 01/1976
Staff & Editorial Assistant	Michigan Municipal League	12/1971 – 03/1974
Graduate Teaching & Research Fellow	University of Detroit	09/1970 – 12/1971

Highlights of Recent Experience:

City Manager, City of Grosse Pointe Shores, A Michigan City

- City Manager of the smallest of the 5 Grosse Pointe Communities with a population of 3008 (2010 Census) which borders two counties, with the majority of homes in Wayne County and 44 homes in Macomb County. The Village is all residential except for the historical Grosse Pointe Yacht Club and the non-profit Edsel & Eleanor Ford House. The average home value exceeds \$500,000 and the Village operates with a General Fund Budget of \$5.6 million.
- Hired originally as Interim City Manager & asked to stay as permanent City Manager.
- Successfully negotiated contracts for Finance Director, Director of Public Works, and Grounds Supervisor to retire and return
- Assisted in balancing 6 City Budgets
- Upgraded Bond Rating in 2015 to AAA
- Assisted in negotiating claim regarding repair of marina dock in 2013
- Refinanced marina bonds saving the city in excess of \$30,000 annually for remaining life of bonds.
- Instrumental in obtaining grants for Department of Public Works trucks, bike racks, & bike fix it stations.

- Responsible for full staffing of Public Safety Department
- Responsible for installation of Splash Pad at the GPS Municipal Park
- Development and implementation of a “green” project resulting in the replacement of all lighting including city owned street lighting, heating & cooling equipment, and the installation of a complex generator powering the municipal building.
- Appointed by the Governor to the Allen Park Financial Review Committee – 2013;
- Appointed by the Governor to the Allen Park Receivership Transition Advisory Board (RTAB) from 2015 to 2017.
- Appointed by the Governor to the Royal Oak Township Financial Review Committee 2014

Interim City Manager, City of Ferndale

- City Manager of first ring, diverse suburb with a substantial industrial base and rapidly expanding Downtown. The City population is 19,900 (2010 Census) and encompasses 3.91 square miles, has 140 full-time employees and over 83 acres of parks, a multi-generational Community Center and a winter Curling Club. The General Fund Budget is \$17.2 million and all funds of \$39.5 million.
- Fulfilled all City Manager responsibilities including successfully negotiating substantial cutbacks in two Police, one AFSCME contracts and in arbitration with the Fire Unit. Switched health care agents and secured annual savings of \$160,000. Assisted in the development of two-year fiscal budget, including OPEB funding a contingent account after developing goals for staff and assisted in the development of guidelines for Council budget review. Helped with information on five-year Headlee Override Millage that voters approved by 53%. Helped implement fire grants that installed truck exhaust system in two stations, valued at \$29,974; an equipment grant worth \$675,000 to purchase a new aerial platform truck and a “SAFER” Grant of \$851,000 to rehire four laid off Fire Fighters.
- Assisted in grant from the Michigan Municipal League Foundation for Fire Department development of consolidation strategies between Ferndale and Hazel Park.

City Administrator, City of Grosse Pointe Woods

- Administrator of well established upper income suburban residential community with approximately 17,000 residents. The City encompasses 3.28 sq. miles, has 57 miles of roads and one large waterfront park. The City’s 2006 taxable role is over \$860 million with a total budget for all funds of over \$33 million.
- Successfully negotiated development protection for City from County Ordinance changes, resulting in lieu of tax payment from St. John Hospital of \$600,000. Involved with major developments and enhancements; Flagstar Bank - \$100,000, new Library Branch - \$500,000, and Sunrise Senior Housing - \$500,000. Adjusted employee benefits resulting in savings of nearly \$150,000 annually. Modified staffing in Clerk’s Department, resulting in \$45,000 net annual savings. Implemented new fees for ambulance service, adding \$150,000 annually to budget. Helped secure donations for historical Cook School of nearly \$70,000. Renovated City pool.
Oversaw Finance Department activities in absence of Comptroller/Treasurer
Integral part of union negotiations, including move to modified health coverage.

- Helped secure a \$68,000 rebate from GP Clinton Refuse Disposal Authority.
Moved Federal funds up one year, value of \$1.8 million, for Vernier Road.
Acquired TIP funding for community, first time in nearly 30 years.
Received Safety grant for Mack Avenue.
Secured grant from St. John Hospital for 12 AED units, valued at \$22,000.
Awarded Governor's Local Jobs Today Grant for Mack Avenue construction.
Secured Federal Aid Grant to reconstruct Vernier Road to city limits.

City Manager, City of St. Clair Shores

- Manager of established suburban residential waterfront community of just over 63,000 residents. City is approximately 11.6 square miles, 6.5 miles of Lake St. Clair shoreline and 14 miles of canals. The City has 186 miles of streets and maintains three waterfront parks. Total budget of all funds was approximately \$75 million (2004) with over 288 full-time employees.
- Secured \$5.3 million dollar boat harbor & park project.
Reorganized & consolidated senior financial staff; resulted in improved moral, restored communication and developed educational improvement programs.
Revised capital improvement plan and refined Motor pool funding.
Implemented computer replacement program.
Developed community information program including newsletter and other type communications to the public.
Responsible for library recertification by rescheduling staff to open additional hours. Supported successful staff grant proposal resulting in fund for three Library additions – expanded study areas, local history room, & restaurant/coffee shop.
Consolidated health care coverage programs to save over \$250,000 year.
Reorganized labor negotiations & hiring procedures savings of over \$50,000/year.
Developed \$32,000,000 improvement program for Milk River and drainage system.
Coordinated review of Fees, which resulted in implementation of new fees (i.e., false alarm fee, reimbursement for OUIL costs, and hazardous waste spills).
Voter approved millages: local street repair 1 mill; subsidize water/sewer rates 1 mill; Police & Fire 1.6 mills; Citywide sewer upgrades/repair 2 mills.
Rebuilt City Hall, renovated 2 of 3 fire stations and entire DPW complex.
Built "Splash Zone" and new bathhouse with cash reserve and park restrooms.
Responsible for \$70,000,000 sewer upgrade program to meet water quality.
Coordinated \$8,000,000 PCB canal clean up with MDEQ and EPA.
Coordinated policy for billboard & cell tower rental fee used solely for recreation.
Worked closely with Citizen Improvement Committee to identify and clean up blight.
Cut staffing from 323 full time employees to 288 with little impact on services.
- Secured additional recreational grants with local share paid by non-city sports fund. Group pledged over \$200,000, which generated over \$2,200,000 in state grants.
Secured contractor donations for park playground equipment exceeding \$75,000.
\$2.6 million grants for expansion of the Jefferson Streetscape.
Federal and state road fund grants for Little Mack, several portions of Jefferson, 11 Mile, 12 Mile, Greater Mack, 1.5 miles of freeway sound walls; one half mile to be constructed during 2005 plus one mile for 05/06.
Nautical Mile Streetscape

Harper Avenue Study

Participated in grant funded Harper Revitalization Study to help fill vacant stores.

Worked with businesses and property owners to design fund and build the Jefferson

Streetscape project in the Secured FEMA Grant for 38 storm water pump stations to replace manually operated temporary pumps.

Nautical Mile TIFA District. Bonded for \$6,000,000 in public improvements resulted in increased tax base of over \$24,000,000 in new or expanded private facilities.

Tested catch basin inserts as part of a CMI state grant supplemented by both EPA and National Sanitation Foundation monies.

City Manager, City of Huntington Woods

- Manager of established middle to upper income metropolitan area community of 7,000 with 51 fulltime employees; a community well known for innovative local government such as a fully integrated Public Safety Department.
- Responsible for budgetary and charter changes resulting in improved cash flow and substantially higher investment income and reduced operating costs.
Steadily increased services and programs for three years with no tax increase.
Supervised electronic phone and data processing conversion including System 34, PCs and City owned lines and equipment.
Planned infrastructure improvements beginning with ballot campaign for total local road paving, approved 3 to 1 by voters.
Implemented entire electronic, remote meter conversion and budget program. As chairperson of 11 City cable authorities, developed bid process for selection of company, negotiated contract and amendment two years later. Oversaw system construction and contract compliance. Responsible for labor negotiations resulting in first settlement with Public Safety Officers without arbitration, implemented pavement management system, equipment and capital facilities budgets, the establishment of job descriptions, pay plan and new personnel rules for non-union employees.
Ongoing revision of an insurance program resulting in a 40% premium reduction and in several cases, enhanced benefits.
Developed monthly employee training program using cable system.
- Secured substantial increases in City grants including energy usage, personnel training, tree inventory, traffic safety equipment, senior transportation, summer concert series, and stained glass windows for Library and redevelopment of the Central Plaza area.

Education:

Master of Arts in Urban Affairs

University of Detroit Mercy; *graduate teaching & research fellowship*

Bachelor of Administration in Urban Studies

University of Detroit Mercy; *magna cum laude*

Pacific Institute – Investment in Excellence

Central Michigan University Institute for Public Administration

Harvard University – John F. Kennedy State and Local Government Program for Senior Executives in State & Local Government; 1994
Taubman Fellowship Awarded by SEMCOG

American Institute of Certified Planners (AICP)
Member 2001 – Present

International City Managers Association Credentialed Manager
2002 – Present

University of Virginia – Senior Executive Institute Weldon Cooper Center for Public Service 2007

Membership & Affiliations:

International City/County Management Association
Midwest Vice President, 1999 – 2002
Data and Information Services Committee Chairperson, 1986
Data and Information Services Committee, 1984 – 1986
Telecommunications Committee, 1982
Conference Planning Committee, 1982, 1996
Conference Evaluation Committee, 1982, 1993, 1994
Senior Advisors 2012 to Present
Awards Panel Member 2015 to Present

Michigan Local Government Management Association
(Currently Michigan Municipal Executives MME)
Transition Committee (currently MME Experience Committee) 1993 – Present
Nominating Committee Chairperson, 1991 – 1992, 2002
Ethics Committee Chairperson, 1991 – 1994
State Association President, 1989 – 1990
Conference Planning Committee Chairperson, 1988
State Training Committee Chairperson, 1986 – 1987
Executive Board Member, 1984 – 1985

Other Professional Affiliations and Awards:

- Grosse Pointe Chamber of Commerce – Board member, 2007 – 2010; 2012 to present
- Detroit Area Agency on Aging – Board member, 2006 – present;
Board Treasurer 2016 to present
- The Library Network (TLN), 2005 to present; Vice Chair, 2011; Chair 2014 to present
- Southeast Michigan Council of Governments (SEMCOG)

Environmental Policy Advisory Council, 1998 to 2009

Water Resources Task Force, 2016 to present

- Michigan Municipal League Special Award of Merit, 1991
- Detroit Metro Chapter of American Society of Public Administration,
City Manager of the Year, 1982
- Suburban Library Cooperative, 1991 – 2005, 2006 to Present; past Vice Chair, Chair
- Services for Older Citizens (SOC) – Board Member, 2010; Vice Chair, 2015;
Chair, 2016 to present.