



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 EXECUTIVE ORDER 2020-129 ISSUED BY GRETCHEN WHITMER, GOVERNOR FOR THE STATE OF MICHIGAN.

The Executive Committee 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 2020-154 issued by Governor Gretchen Whitmer.

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

Date

Thursday, August 13, 2020

Time

1:30 PM

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

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Thursday, August 13, 2020 at 1:30

PM LIVE ZOOM WEBINAR

Webinar ID: 958 9200 5949

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 July 9, 2020 Executive Committee meeting
 - b. Minutes of the July 16, 2020 Executive Committee special meeting
- V. Administrative Report**
- VI. Old Business**
 - a. Appointments Update
- VII. New Business**
 - a. Treasury Technical Services Team Proposal
- VIII. Public Comment**
- IX. 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, July 9, 2020 at 1:30 p.m.

LIVE ZOOM MEETING

Capital View Building
Constitution Room – 9th Floor
201 Townsend Street
Lansing, MI 48933

MINUTES

Proposed Minutes Approved

MEETING TYPE: Regular Special

I. Call to Order

The meeting was called to order at 1:38 PM.

II. Roll Call

Executive Committee Member Attendance:

	PRESENT	ABSENT
Kelli Scott, Chairperson*	X	
James Cambridge, Secretary		X
Eric DeLong, Treasurer*	X	
Dominick Pallone, Member*	X	

*Participated via teleconference.

Other attendees:

- Steven Liedel, Dykema*
- Shea Charles, MMSA*
- Kristen Delaney, MMSA*

III. Approval of Agenda

Moved by: DeLong
Supported by: DeLong

Yes: X No: ___

IV. Approval of Minutes

a. Minutes of the May 14, 2020 Executive Committee meeting.

Moved by: Pallone
Supported by: DeLong

Yes: X No: ___

V. Administrative Report

CEO Charles delivered the administrative report at the earlier Authority Board meeting.

VI. New Business

a. Partnership with the State of Michigan

Charles reviewed some issues that he has had in obtaining the appropriate insurance for this collaboration. He is reviewing a couple options and will hopefully have some answers soon. Charles is looking to get a quote from MMRMA for all MMSA's activities. There was a discussion about bringing on new employees and how they would be classified.

Scott noted a typo in the fee schedule of the agreement that needs to be corrected.

There was discussion about the scope of work and making sure that Treasury, City of Flint and the MMSA are all on the same page about the areas that this collaboration will focus on.

DeLong said that he is of the opinion that the advisor recommended by Treasury should be brought on as employee and his rate of compensation should be adjusted to offset any costs incurred by the MMSA.

Charles stated that he will continue to work on this and bring more information back to the Committee.

b. Resolution 2020-04 Advocate Solutions/KSM Assignment Letter

Charles stated that the reason this resolution is before the Committee is because Advocate Solutions has been sold to KSM. We currently have an agreement with Advocate to consult on the METRO Act fee sharing payments process. Brian Adams is the key person on this project. He has left Advocate but has continued to work with us. He has gotten us through the 2020 cycle and work to complete the manual that documents the process is ongoing.

Since Adams has chosen not to work for KSM, MMSA needs to determine the best way to classify him. In Brian's case it seems to make the most sense to categorize him as a 1099 employee because he has a very limited scope of work.

Attorney Liedel has approved of the contract that goes with this resolution.

Motion to approve Resolution 2020-04 Advocate Solutions/KSM Assignment Letter as presented.

Moved by: DeLong

Supported by: Pallone

Yes: X No:

c. CGI Data Base Proposal

Charles noted that when he came on board with the MMSA, codifying the METRO Act payment into a database was a priority. Charles and Brian Adams had a meeting with CGI and they were both impressed with the thorough analysis that they had done. The initial, ballpark estimate to create a database is in the \$500,000 range. Charles noted that we currently spend \$20,000 - \$30,000 for outside assistance.

Scott noted that her biggest concern is that we are completely dependent on someone else to get these payments sent out. She stressed that we needed an in-house, independent solution.

Pallone asked if this cost was just the build out? Does it include maintenance? Charles stated that it was just the build out. He anticipates that this database should be fairly static unless the State of Michigan changes the Act. He noted that there will be annual fees to host the database on the cloud.

DeLong stated that the MMSA should get at least one more quote to make sure that the price from CGI is competitive. DeLong noted that he knows of a firm in Grand Rapids that may be able to provide a quote.

d. FY 2020-2021 Budget

Motion to open the public hearing for FY 2020-2021 Budget at 2:07 p.m.

Moved by: DeLong
Supported by: Pallone

Yes: X No: ___

There were no comments from the public, and the public hearing was closed at 2:08 p.m.

Charles noted that the proposed budget has an approximate revenue of shortfall of \$50,000 barring any unforeseen revenues.

Motion to approve Resolution 2020-05 FY 2020-2021 General Appropriations Act as presented.

Moved by: DeLong
Supported by: Pallone

Yes: X No: ___

e. Board Appointment Discussion

The Committee reviewed the board appointment information presented in the agenda. Scott expressed her interest in staying on the Committee and Authority Boards but passing the duties of Chair onto another board member. Pallone stated that he would be willing to be Chair if approved by the Governor.

VII. Public Comment

None.

VIII. Other Business

Charles told the Committee that a special meeting may need to be held soon. He is starting to work on a business plan for providing the types of services that Treasury is looking for MMSA to provide to City of Flint.

IX. Adjournment

Motion to adjourn the meeting at 2:20 PM.

Moved by: DeLong
Supported by: Pallone

Yes: X No: ___

Certification of Minutes

Approved by the Executive Committee on August 13, 2020.

Authority Secretary

Date



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

**EXECUTIVE COMMITTEE
SPECIAL MEETING**

Thursday, July 16, 2020 at 2:00 p.m.

LIVE ZOOM MEETING

Capital View Building
Constitution Room – 9th Floor
201 Townsend Street
Lansing, MI 48933

MINUTES

Proposed Minutes Approved

MEETING TYPE: Regular Special

I. Call to Order

The meeting was called to order at 2:05 PM.

II. Roll Call

Executive Committee Member Attendance:

	PRESENT	ABSENT
Kelli Scott, Chairperson*	X	
James Cambridge, Secretary		X
Eric DeLong, Treasurer*	X	
Dominick Pallone, Member*	X	

*Participated via teleconference.

Other attendees:

- Steven Liedel, Dykema*
- Shea Charles, MMSA*
- Kristen Delaney, MMSA*
- Jessica Moy, Authority Board member
- Heather Frick
- Larry Steckelberg
- Mark Wollenweber

III. Approval of Agenda

Moved by: DeLong
Supported by: Pallone

Yes: X No:

IV. Approval of Minutes

None.

V. Administrative Report

None.

VI. New Business

a. Partnership with the State of Michigan

Charles gave an update on progress to date. Liedel noted that the scope of work hasn't changed, but the structure of the agreement has. The agreement is now structured as a grant from the Department of Treasury, rather than a professional services agreement. The grant will enable the Authority to pay Wollenweber as a part-time, at will employee rather than an independent contractor.

Motion to approve the grant agreement between the State of Michigan Treasury Department and the Michigan Municipal Services Authority to provide Technical Services to the City of Flint as presented.

Moved by: DeLong
Supported by: Pallone

Yes: X No:

AYES NAYS

Scott
DeLong
Pallone

Moy noted some typos in the employment agreement that needed to be corrected.

Motion to approve the Temporary Employment Agreement with Mark Wollenweber, approved as to form and authorizing the CEO to execute upon final review by counsel.

Moved by: DeLong
Supported by: Pallone

Yes: X No:

AYES NAYS

Scott
DeLong
Pallone

b. Discuss and approve liability insurance for the MMSA

Charles presented the proposal from MMRMA.

Motion to approve to Approve Liability Insurance Coverage from the Michigan Municipal Risk Management Authority for a term beginning July 13, 2020 until July 13, 2021 as presented.

Moved by: DeLong
Supported by: Pallone

Yes: X No:

AYES NAYS

Scott
DeLong
Pallone

VII. Public Comment

None.

VIII. Other Business

None.

IX. Adjournment

Motion to adjourn the meeting at 2:35 PM.

Moved by: DeLong
Supported by: Pallone

Yes: X No:

Certification of Minutes

Approved by the Executive Committee on August 13, 2020.

Authority Secretary

Date



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

DATE: August 10, 2020
TO: Executive Committee
FROM: Shea Charles, CEO
SUBJECT: July Report

I am pleased to submit my report of MMSA activities for July.

Monthly Financials

Please find the attached monthly financial report for June 2020.

FMS/CGI

As was noted, the COVID situation has stalled on-going negotiations for the migration to the Advantage 4x platform for both Kent County and Grand Rapids. Kent County is having sessions with CGI to identify ways to finalize software implementation, once those are complete, we will meet to decide next steps.

LCSA Administrative Update

The LCSA legislation is still pending in front of the Senate. The legislation was scheduled for committee last week but was delayed when all sessions were canceled due COVID. Feedback on the bills has been positive. The bills are HB 4926 - 4930.

I have been in contact with two additional firms about the potential METRO Act Database project. One has provided a budgetary estimate (attached) ranging between \$350,000 - \$500,000, which is in line with CGI's quote. I am working with one more vendor to for another estimate.

MMSA/Treasury Discussions

I met with Joyce Parker, Deputy State Treasurer as well as Heather Frick and Larry Steckelberg to discuss the development of a technical services team. Attached is a presentation from the at meeting. Overall, the conversation was positive, and we reviewed different models ranging from hiring staff to retaining consultants. A key outcome is realizing MMSA needs a

better sense of what kinds of services pre-distressed communities need. They have agreed to include me in some upcoming meetings. In October I will be presenting to Treasury's local government work group about what services MMSA can offer.

City of Flint

Attached are the final agreements for Mr. Wollenweber as well as the Treasury Grant Agreement. Mr. Wollenweber started in Flint on July 31st and has been on-site three days so far and continues to get acclimated to the organization. Initial areas the City has asked him to focus on are: purchasing, assistance with addressing audit findings, and helping with a previously unsigned contract. Mr. Wollenweber is meeting with Larry Steckleberg weekly as well as myself.

MMSA Next steps

Progress on the MMSA visioning plan is moving forward, below is a summary of on-going activities.

Topic	Partner	Status
Reaffirm support for MMSA by its founding members	<ul style="list-style-type: none"> • City of Livonia • City of Grand Rapids • State of Michigan. 	<ul style="list-style-type: none"> • Followed up with Mayor's staff, awaiting confirmation of who will be appointed. • Anticipate Grand Rapids appointments will be made in August.
Upon reaffirmation look to host a facilitated visioning session with the Board, stakeholders and representatives from the State of Michigan.	<ul style="list-style-type: none"> • City of Livonia • City of Grand Rapids • State of Michigan • Other partners? 	<ul style="list-style-type: none"> • On-Going meeting with Treasury staff about development of technical services team.
Realignment of the MMSA Board	<ul style="list-style-type: none"> • MML • MTA • MAC 	<ul style="list-style-type: none"> • Discussed appointments with Governor's appointment offices. Applications have been submitted to for consideration.
Identify Board replacements for Livonia Representatives	City of Livonia	<ul style="list-style-type: none"> • Awaiting appointments from Livonia Mayor.
Initiate formal cooperative agreements with Oakland County's G2G Marketplace, MAC's CoPro	Oakland County MiDeal MAC	<ul style="list-style-type: none"> • Met with Oakland County IT leadership about potential partnership, awaiting feedback from meeting about next steps. • MAC affirmed interest in partnering with CoPro. Will continue conversations.
Begin comprehensive marketing effort of MMSA to local governments		Identified marketing person who will be able to assist in this effort.

Topic	Partner	Status
MASIA Insurance Pool (suggested by Steve Liedel)		On hold



Plante & Moran, PLLC
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P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

July 10, 2020

To: Shea Charles, CEO
Michigan Municipal Services Authority (MMSA) Board of Directors

Re: June 2020 Monthly Statements

Enclosed are the following Monthly Statements for your review:

1. Revenue & Expenditure Report – General Fund
2. Revenue & Expenditure Report – Financial Management System Fund
3. Revenue & Expenditure Report – All Funds
4. Balance Sheet
5. Check Register
6. Bank Account Reconciliation
7. Bank Statement

Please contact Kari Shea (248-223-3287) or Kelly Schimmoeller (734-302-6456) with any questions.

Thank you.

Disclaimer: These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.



Michigan Municipal Services Authority
REVENUE AND EXPENDITURE REPORT
As of June 30, 2020

	Year Ending	Year Ending		Year To Date	% BDGT
	09/30/2019	09/30/2020	09/30/2020	06/30/2020	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	
Revenue					
671000 - Contract Revenue	150,000	150,000	150,000	112,500	75.00 %
Total Revenue	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>112,500</u>	<u>75.00 %</u>
Expenses					
Salary and Fringes					
701000 - Personal Services	152,089	200,000	181,000	131,207	72.49 %
715000 - Social Security & Medicare	0	0	13,847	10,097	72.92 %
718000 - Insurance - Health	0	0	9,934	4,353	43.81 %
Total Salary and Fringes	<u>152,089</u>	<u>200,000</u>	<u>204,781</u>	<u>145,657</u>	<u>71.13 %</u>
Operating					
752000 - Office Expense	0	0	2,000	1,333	66.64 %
801000 - Professional and Contractual Services	0	0	0	2,765	0.00 %
801500 - Office Rent	0	0	9,700	3,690	38.04 %
802000 - Legal	13,519	18,000	18,000	9,742	54.12 %
803000 - Accounting	14,930	16,000	16,000	9,298	58.11 %
803500 - Audit	10,600	11,000	11,000	11,000	100.00 %
804000 - Bank Service Charges	2,311	2,500	2,500	465	18.61 %
805000 - HR and Benefits Consulting	12,133	16,000	5,000	616	12.33 %
840000 - Insurance	2,160	2,781	2,810	3,624	128.96 %
861000 - Mileage Reimbursement	0	0	3,500	2,745	78.42 %
910000 - Professional Development	1,170	1,560	2,000	1,645	82.25 %
913000 - Conference Expenses	0	0	1,000	615	61.54 %
955000 - Miscellaneous	10,954	12,000	2,000	881	44.07 %
Total Operating	<u>67,777</u>	<u>79,841</u>	<u>75,510</u>	<u>48,419</u>	<u>64.12 %</u>
Total Expenses	<u>219,866</u>	<u>279,841</u>	<u>280,291</u>	<u>194,076</u>	<u>69.24 %</u>
Revenue in Excess of Expenses	<u>(69,866)</u>	<u>(129,841)</u>	<u>(130,291)</u>	<u>(81,576)</u>	<u>62.61 %</u>
Transfers					
699273 - Interfund Transfer In - FMS	119,637	122,922	92,017	0	0.00 %
Total Transfers	<u>119,637</u>	<u>122,922</u>	<u>92,017</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>49,771</u>	<u>(6,919)</u>	<u>(38,274)</u>	<u>(81,576)</u>	<u>213.14 %</u>

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.

Michigan Municipal Services Authority
REVENUE AND EXPENDITURE REPORT
As of June 30, 2020

	Year Ending	Year Ending		Year To Date	% BDGT
	09/30/2019	09/30/2020	09/30/2020	06/30/2020	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	
Revenue					
671000 - Contract Revenue	1,885,941	1,889,620	1,417,215	1,105,988	78.04 %
Total Revenue	<u>1,885,941</u>	<u>1,889,620</u>	<u>1,417,215</u>	<u>1,105,988</u>	<u>78.04 %</u>
Expenses					
Operating					
801000 - Professional and Contractual Services	1,766,304	1,766,698	1,325,198	970,863	73.26 %
Total Operating	<u>1,766,304</u>	<u>1,766,698</u>	<u>1,325,198</u>	<u>970,863</u>	<u>73.26 %</u>
Total Expenses	<u>1,766,304</u>	<u>1,766,698</u>	<u>1,325,198</u>	<u>970,863</u>	<u>73.26 %</u>
Revenue in Excess of Expenses	<u>119,637</u>	<u>122,922</u>	<u>92,017</u>	<u>135,125</u>	<u>146.85 %</u>
Transfers					
995101 - Transfer Out - GF	(119,637)	(122,922)	(92,017)	0	0.00 %
Total Transfers	<u>(119,637)</u>	<u>(122,922)</u>	<u>(92,017)</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>0</u>	<u>0</u>	<u>0</u>	<u>135,125</u>	<u>(337,812,850.00)</u> <u>%</u>

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Michigan Municipal Services Authority
REVENUE AND EXPENDITURE REPORT
As of June 30, 2020

	Year Ending 09/30/2019	Year Ending 09/30/2020		Year To Date 06/30/2020	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT
Revenue					
671000 - Contract Revenue	2,035,941	2,039,620	1,567,215	1,218,488	77.75 %
Total Revenue	<u>2,035,941</u>	<u>2,039,620</u>	<u>1,567,215</u>	<u>1,218,488</u>	<u>77.75 %</u>
Expenses					
Salary and Fringes					
701000 - Personal Services	152,089	200,000	181,000	131,207	72.49 %
715000 - Social Security & Medicare	0	0	13,847	10,097	72.92 %
718000 - Insurance - Health	0	0	9,934	4,352	43.81 %
Total Salary and Fringes	<u>152,089</u>	<u>200,000</u>	<u>204,781</u>	<u>145,656</u>	<u>71.13 %</u>
Operating					
752000 - Office Expense	0	0	2,000	1,333	66.64 %
801000 - Professional and Contractual Services	1,766,304	1,766,698	1,325,198	973,628	73.47 %
801500 - Office Rent	0	0	9,700	3,690	38.04 %
802000 - Legal	13,519	18,000	18,000	9,743	54.12 %
803000 - Accounting	14,930	16,000	16,000	9,298	58.11 %
803500 - Audit	10,600	11,000	11,000	11,000	100.00 %
804000 - Bank Service Charges	2,311	2,500	2,500	465	18.61 %
805000 - HR and Benefits Consulting	12,133	16,000	5,000	616	12.33 %
840000 - Insurance	2,160	2,781	2,810	3,624	128.96 %
861000 - Mileage Reimbursement	0	0	3,500	2,744	78.42 %
910000 - Professional Development	1,170	1,560	2,000	1,645	82.25 %
913000 - Conference Expenses	0	0	1,000	616	61.54 %
955000 - Miscellaneous	10,954	12,000	2,000	881	44.07 %
Total Operating	<u>1,834,081</u>	<u>1,846,539</u>	<u>1,400,708</u>	<u>1,019,283</u>	<u>72.77 %</u>
Total Expenses	<u>1,986,170</u>	<u>2,046,539</u>	<u>1,605,489</u>	<u>1,164,939</u>	<u>72.56 %</u>
Revenue in Excess of Expenses	<u>49,771</u>	<u>(6,919)</u>	<u>(38,274)</u>	<u>53,549</u>	<u>(139.91) %</u>
Transfers					
699273 - Interfund Transfer In - FMS	119,637	122,922	92,017	0	0.00 %
995101 - Transfer Out - GF	(119,637)	(122,922)	(92,017)	0	0.00 %
Total Transfers	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>49,771</u>	<u>(6,919)</u>	<u>(38,274)</u>	<u>53,549</u>	<u>(139.91) %</u>

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Michigan Municipal Services Authority COMPARATIVE BALANCE SHEET

	PERIOD ENDED 09/30/2019	PERIOD ENDED 06/30/2020	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts	258,277	282,859	24,582	9.51 %
Other Current Assets				
040000 - Accounts Receivable	40,092	1,038,077	997,985	2,489.25 %
123000 - Prepaid Expenses	2,063	695	(1,367)	(66.29) %
Total Other Assets	42,155	1,038,772	996,618	2,364.19 %
Total Current Assets	300,432	1,321,631	1,021,200	339.91 %
TOTAL ASSETS	300,432	1,321,631	1,021,200	339.91 %
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
202000 - Accounts Payable	2,791	972,099	969,309	34,732.40 %
Total Accounts Payable	2,791	972,099	969,309	34,732.40 %
Other Current Liabilities				
257000 - Accrued Salaries Wages	1,658	0	(1,658)	(100.00) %
Total Other Current Liabilities	1,658	0	(1,658)	(100.00) %
Total Current Liabilities	4,449	972,099	967,651	21,751.80 %
Total Liabilities	4,449	972,099	967,651	21,751.80 %
Equity				
390000 - Fund Balance - Unassigned	246,212	295,983	49,771	20.21 %
Net Revenue	49,771	53,549	3,778	7.59 %
Total Equity	295,983	349,532	53,549	18.09 %
TOTAL LIABILITIES AND EQUITY	300,432	1,321,631	1,021,200	339.91 %

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them.

Created on: 07/01/2020, 12:57 PM EDT

Michigan Municipal Services Authority Check Register

Date	Payee	Document No	Amount Cleared
	Bank: Fifth Third - 1244 - Firth Third	Account No: 7169301244	
06/02/2020	10015--Gusto		51.00 06/30/2020
06/11/2020	10015--Gusto		2,266.32 06/30/2020
06/25/2020	10015--Gusto		2,266.36 06/30/2020
06/30/2020	10005--BCBSM		301.73 06/30/2020
	Total for Fifth Third - 1244		4,885.41

Michigan Municipal Services Authority Reconciliation Report

As Of 06/30/2020
Account: 5/3 Checking

Statement Ending Balance	282,859.10
Deposits in Transit	0.00
Outstanding Checks and Charges	0.00
Adjusted Bank Balance	282,859.10
Book Balance	282,859.10
Adjustments*	0.00
Adjusted Book Balance	282,859.10

Total Checks and Charges Cleared	15,346.38	Total Deposits Cleared	67,911.57
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Deposits

Name	Memo	Date	Doc No	Cleared	In Transit
Kent County	Kent County	06/24/2020		67,911.57	
Total Deposits				67,911.57	0.00

Checks and Charges

Name	Memo	Date	Check No	Cleared	Outstanding
Gusto	May 2020 Invoice	06/02/2020		51.00	
Gusto	06-11-2020 Payroll	06/11/2020		2,266.32	
General Ledger Entry	06.11.20 Payroll	06/11/2020		5,194.64	
Gusto	06-25-2020 Payroll	06/25/2020		2,266.36	
General Ledger Entry	06.25.20 Payroll	06/25/2020		5,194.62	
BCBSM	June 2020 Bank Fee	06/30/2020		71.71	
	Health Care Premium	06/30/2020		301.73	
Total Checks and Charges				15,346.38	0.00



Statement Period Date: 6/1/2020 - 6/30/2020
 Account Type: COMM'L 53 ANALYZED
 Account Number: [REDACTED]



MICHIGAN MUNICIPAL SERVICE
 200 TOWNSEND ST STE 900
 LANSING MI 48933



0

Banking Center: Grand Rapids
 Banking Center Phone: 616-653-5440
 Commercial Client Services: 866-475-0729

5287

Account Summary - [REDACTED]

06/01	Beginning Balance	\$230,293.91	Number of Days in Period	30
	Checks			
7	Withdrawals / Debits	\$(15,346.38)		
1	Deposits / Credits	\$67,911.57		
06/30	Ending Balance	\$282,859.10		

Withdrawals / Debits 7 items totaling \$15,346.38

Date	Amount	Description
06/02	51.00	GUSTO 6semjm5kkso FEE 787800 6semjoifor3 MICHIGAN MUNICIPAL SER 060220
06/10	2,266.32	GUSTO 6semjm5lgmu TAX 816286 6semjoj709s MICHIGAN MUNICIPAL SER 061020
06/10	5,194.64	GUSTO 6semjm5lgms NET 816284 6semjoj709k MICHIGAN MUNICIPAL SER 061020
06/10	71.71	SERVICE CHARGE
06/24	2,266.36	GUSTO 6semjm5npov TAX 891103 6semjokdphg MICHIGAN MUNICIPAL SER 062420
06/24	5,194.62	GUSTO 6semjm5npoq NET 891098 6semjokdphb MICHIGAN MUNICIPAL SER 062420
06/30	301.73	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 063020

Deposits / Credits 1 item totaling \$67,911.57

Date	Amount	Description
06/24	67,911.57	INCOMING WIRE TRANS 062420

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
06/02	230,242.91	06/24	283,160.83	06/30	282,859.10
06/10	222,710.24				

[REDACTED]



MMSA
Michigan Municipal Services Authority

Treasury Department & MMSA Partnership

State of Michigan

August 6, 2020

Agenda/Goals

- Introduce you to the Authority
- Overview of Technical Service Team Approach
 - Structure
 - Proposed Team

About the Authority

- The Michigan Municipal Services Authority is a public body created in 2012 through an Interlocal Agreement between the cities of Grand Rapids and Livonia.
- The Authority is a “virtual” municipality authorized to exercise the common powers, privileges, and authority of the founding cities but without geographic boundaries.
- Its purpose is to deliver value-based solutions that save **staff time** and **taxpayer money**.



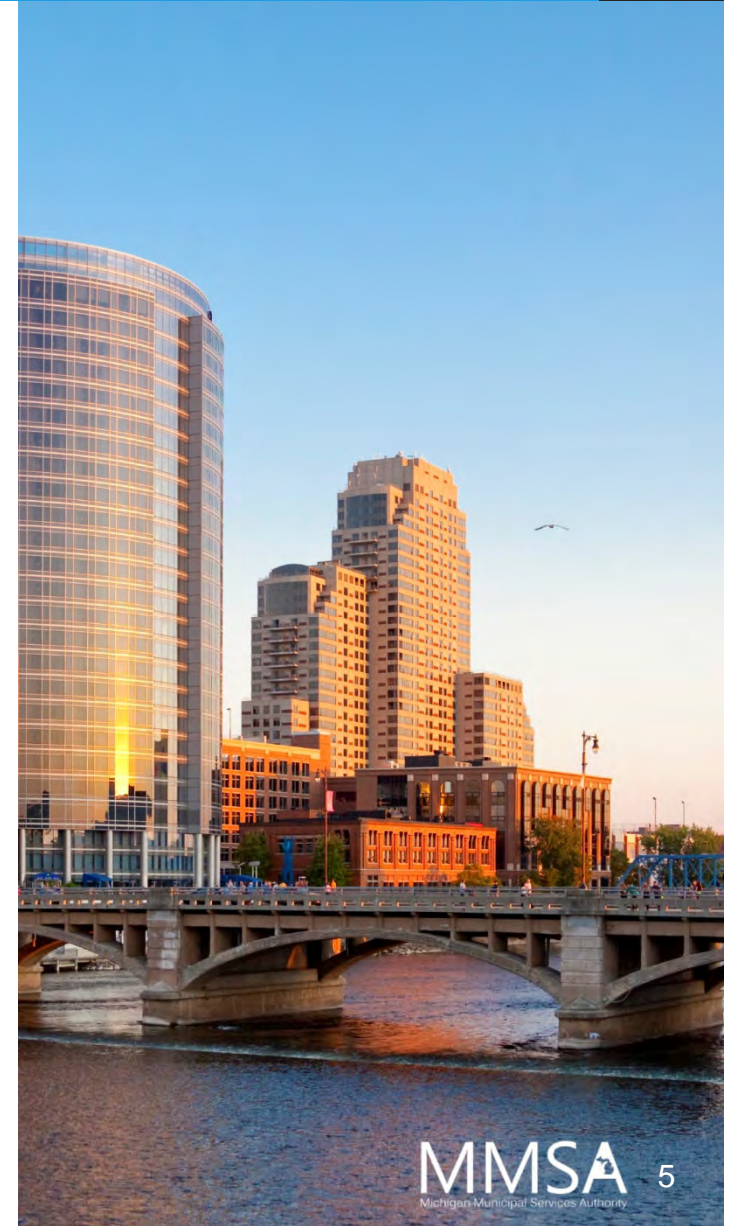
Authority Guiding Principles

1. First, duplicate no effort.
2. Second, the Authority must **decrease costs** and/or **increase services** or else there is no reason for public agencies to collaborate or share services.

MMSA Technical Services Team

Provide assorted Technical Services for Michigan's communities. Focusing on four core areas:

- Administrative Services
- Financial Management & Accounting
- Human Resources
- Purchasing



Service Team Areas

- Administrative Services

- Primary focus on general management practices and structure
 - Organizational Structure
 - Day-to-Day Operations
 - Board Relations
 - Long-Term Planning
 - Purchasing

- Financial Services

- Financial Management
 - Operational Review
 - Budget Review & Preparation
 - Financial Forecasting
 - Purchasing
- Accounting Services
 - Assorted Accounting Functions
 - AP, UB, AR, Other Functions

Service Team Areas

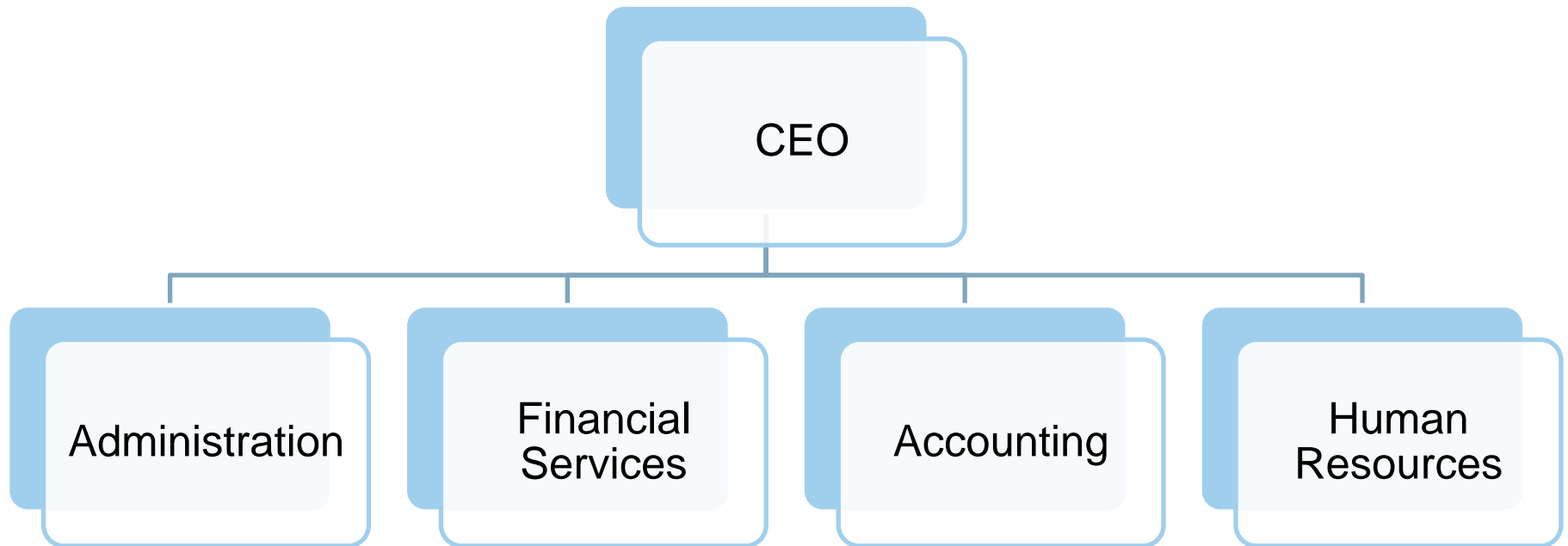
- Human Resources
 - Review HR Policies & Procedures
 - Evaluate current processes
 - Evaluate Benefits & Costs
- Purchasing
 - Review Current Purchasing practices
 - Update and implement new procedures

Next Steps

- What comes first?
 - Team or funding?
- In order to recruit MMSA must demonstrate to perspective candidates funding stability.



Proposed Team



Funding Discussion

- Treasury in the past has used internal resources to contract with assorted consulting firms to provide assistance to pre-distressed communities.
- The Community would contract with the consulting firm and be reimbursed by Treasury for their work.
- MMSA Alternatives
 - In cases where securing a community agreement is challenging MMSA can act as the contracting agency.
 - MMSA expands staff to provide these services as needed by Treasury.

Contact

Shea Charles, Chief Executive Officer

ceo@michiganmsa.org

(517) 618-9616

GRANT AGREEMENT

This grant agreement is dated July 22, 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 “**Authority**”).

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 (the “**Act**”), 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.

Money has been appropriated to the Department for the purpose of granting assistant to fiscally distressed communities.

The Department seeks to financially support the Authority in providing professional services relating to assisting the City of Flint (the “**City**”) and complimenting the work of City staff and other partners. The City has indicated that it needs increased capacity with its financial operations to instill long-term processes and procedures that reflect the existing workforce and can increase efficiencies throughout the City.

The parties therefore agree as follows:

1. **Services.** (a) The Department hereby grants to the Authority from the State of Michigan’s SIGMA accounting template number 271W3918 and the Authority hereby accepts the grant (the “**Community Grant**”) in an amount not to exceed \$100,000.00 for purposes of assisting the City by providing the professional services described in schedule 1 to the City in a manner consistent with this grant agreement and the work schedule detailed in schedule 2. The Authority shall not use the services of a person other than Mark Wollenweber without the prior written approval of the Department when expending the Community Grant.

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

(c) The Authority 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) The Authority shall provide the Department with timely updates of its work under this grant agreement as requested by Department.

(e) The parties intend that the Authority's relationship to the Department in providing services under this grant agreement be one of an grant recipient. The Authority shall be responsible for paying any taxes relating to the Community Grant paid to the Authority under this grant agreement. The Authority will not be an employee of the Department. The Authority may not commit the Department to any nonparty agreement without the Department's prior written consent.

2. **Compensation.** (a) The Department shall pay the Community Grant to the Authority according to schedule 3.

(b) The Authority shall keep detailed records of its time involved in performing services and expending the Community Grant under this grant agreement. By the 10th day of each month the Authority shall submit to the Department a statement of services performed during the preceding month requesting disbursement of Community Grant money. Each statement must include a detailed, itemized 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 Community Grant money for any non-conforming services and expenses. Within 30 days of receiving a statement, the Department shall remit payment to the Authority.

(c) The Department's payment of the Authority's statement will constitute full distribution of Community Grant money for services provided under this grant agreement. The Department may withhold payment of the final statement from the Authority until the Department receives delivery of any final work product from the Authority.

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

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

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

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

5. **Insurance.** The Authority 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 grant 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. The Authority shall provide proof of insurance described in this section 5 upon request by Department.

6. **Catastrophic Event.** (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this grant agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event.

(b) For purposes of this grant agreement, "**Catastrophic 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.

(c) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Catastrophic 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 Catastrophic Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this grant agreement.

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

8. **Modification; Waiver.** No amendment of this grant 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 grant 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.

9. **Notices.** (a) For a notice or other communication under this grant 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 grant 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: Joyce Parker
 Deputy State Treasurer
 Michigan Department of Treasury
 430 W. Allegan St.
 Lansing, Michigan 48922
 Email: parkerj24@michigan.gov

To the Authority: 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 grant agreement or the subject matter of this grant agreement, they would want a court to interpret this grant 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 grant agreement, by holding the entire agreement unenforceable.

11. **Counterparts.** If the parties sign this grant 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 grant agreement.

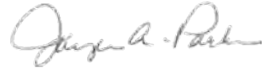
13. **Entire Agreement.** This grant agreement constitutes the entire understanding between the parties with respect to the subject matter of this grant agreement and supersedes all other agreements, whether written or oral, between the parties.

14. **Effectiveness; Date.** This grant agreement will be effective on the date stated in the introductory paragraph.

Each party is signing this grant agreement on the date indicated in the introductory paragraph.

[signature pages follow]

MICHIGAN DEPARTMENT OF TREASURY

By: 

Joyce Parker
Deputy State Treasurer

MICHIGAN MUNICIPAL SERVICES AUTHORITY

By:

A handwritten signature in black ink, appearing to read "R. Charles II", written over a horizontal line.

Reid S. Charles II
Chief Executive Officer

SCHEDULE 1
SCOPE OF SERVICES

The Authority 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.

The Authority 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

The Authority 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.

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

First Month

The Authority 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

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

The Authority 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
COMMUNITY GRANT DISBURSEMENT SCHEDULE

The Authority will bill hourly on a time and materials basis, to the nearest 1/10th of an hour, at the rate of \$130.00 per hour, based on the actual time engaged in performing services under this grant agreement. The Department shall reimburse the Authority for reasonable travel expenses incurred in Michigan in the performance of services under this grant agreement.

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

110122.000001 4826-7587-8083.2

EMPLOYMENT AGREEMENT

This employment agreement is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the “**Authority**”) and MARK WOLLENWEBER, an individual (the “**Employee**”).

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 (the “**Act**”), pursuant to an interlocal agreement between the City of Grand Rapids, Michigan and the City of Livonia, Michigan.

The Authority has entered into a grant agreement dated July 22, 2020 with the Michigan Department of Treasury (the “**Department**”). Pursuant to that grant agreement, the Authority will be partnering with 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.

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

The Authority wants to employ Employee to provide professional services to the City pursuant to the Authority’s grant agreement with the Department and Employee wants to provide those professional services.

The parties therefore agree as follows:

1. **Employment.** The Authority shall employ the Employee as a part-time employee for a period beginning on the effective date of this agreement and continuing until the date the employment is terminated under section 4 (the “**Employment Period**”). Employee acknowledges that he is an employee at will of the Authority and that the employment may be terminated at any time by the Authority or the Employee as provided under this agreement.

2. **Duties.** (a) During the Employment Period, the Employee shall provide the professional services described in schedule 1 in a manner consistent with this agreement and the work schedule detailed in schedule 2 and assist the chief executive officer of the Authority (the “**CEO**”) in performing duties relating to this agreement as requested by the CEO.

(b) The Employee shall devote the efforts to the discharge of the duties of the Employee’s position with the Authority that a reasonable person in the Employee’s position would use to discharge the Employee’s duties.

(c) The parties acknowledge that the Employee’s position with the Authority is an at-will, part-time position and that the duties of the position may require the Employee to devote time outside of normal business hours to Authority business.

(d) The Employee shall comply with applicable laws, including 1968 PA 317, MCL 15.321 to 15.330 (relating to contracts of public servants with public entities), and applicable bylaws, policies, and practices of the Authority.

(e) The Employee shall not do any of the following:

- (1) accept on the Employee's own behalf, or on behalf of a relative or friend, a gift, loan, or favor having a value of more than \$50.00 from a person, entity, or governmental body with whom the Authority has a current or potential contractual relationship;
- (2) make any payment, gift, or loan to any representative of a customer, potential customer, vendor, or government official for purposes of inducing them to compromise their responsibilities to their employers; or
- (3) deal with a competitor for the purpose of setting or controlling prices, rates, or trade practices or engage in any other trade practice prohibited by law.

(f) As requested by the Executive Committee, the Employee shall provide the Authority with assistance and perform the lawful acts that the Authority deems necessary or advisable relating to any litigation involving the Authority or a director, officer, client, or vendor of the Authority. The requirements of this section 2(f) will continue to apply after the Employment Period.

3. **Statement of Fact.** (a) Employee states that Employee has the necessary knowledge, experience, abilities, skills, and resources to perform Employee's 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) The Employment Period will terminate upon the earliest of the following:

- (1) December 31, 2020;
- (2) the death of the Employee;
- (3) the Employee is Permanently Disabled;
- (4) the Authority discharges the Employee under section 4(b) or
- (5) the Employee resigns employment by the Authority under section 4(c).

(b) The Employee shall serve at the will of the Authority and the Employee's employment may be terminated at any time by the CEO, the Executive Committee, or both

(c) The Employee shall provide notice to the Authority at least 15 days before resigning employment with the Authority under section 4(a)(5). Upon termination under section 4(a)(5), the Authority is released from any obligations under this agreement other than the obligation to pay the Employee wages and reimbursable expenses owed to the Employee through the date of termination.

(d) As used in this section 3, "**Permanently Disabled**" means a physical or mental disability or infirmity restricting the Employee from performing the duties of the Employee under this

agreement for a period of 90 days. A determination that the Employee is permanently disabled shall be made by a medical board certified physician mutually acceptable to the Authority and the Employee, or the Employee's legal representative. The Employee shall submit medical evidence regarding a disability or potential disability as reasonably requested by the CEO

5. **Compensation.** (a) During the Employment Period, the Authority shall pay the Employee at rate of \$110.00 per hour for services performed by Employee pursuant to this agreement payable in equal bi-weekly installments consistent with the payroll dates used by the Authority for its other employees. Employee shall report to CEO the hours worked by Employee pursuant to this agreement on a biweekly basis as requested by the CEO.

(b) After the end of the Employment Period, the Authority shall pay the salary and any expense reimbursements owed to the Employee (or to Employee's estate in the event of the Employee's death) at the end of the Employment Period. The Employee's estate is not entitled to any other compensation.

(c) Compensation under this agreement is subject to any withholdings or deductions required by law and regulations. If the Authority fails to withhold or deduct required amounts, Employee shall remit to the Authority sufficient money to satisfy applicable withholding or deduction requirements when requested by the Authority.

(d) Employee is not eligible for other compensation or to participate in an employee pension, retirement, health, or other fringe benefit plan.

(e) The Authority shall reimburse the Employee for reasonable travel expenses incurred in Michigan in the performance of services under this agreement approved by the Department.

(f) Compensation paid to employee and expense reimbursements made to Employee under this agreement must not exceed \$84,590.00.

6. **Reasonable Expenses.** In addition to compensation under section 5, upon submission of statements to the CEO consistent with Authority policies and procedures, the Authority shall reimburse the Employee for reasonable expenses, including travel in Michigan, incurred by the Employee during the Employment Period if the expenses relate to the Employee's duties and are the expenses, consistent with the practices of other local governmental entities in the state of Michigan, that a reasonable person in the Employee's position would incur.

7. **Protected Information.** (a) During the Employment Period, the Employee may come into possession of confidential or other proprietary information of the Authority, including prospective clients of the Authority, information regarding the needs of clients or prospective clients, product designs or specifications, and pricing, cost, margin, or other financial information ("**Protected Information**"). The Employee shall use Protected Information only for the purpose of carrying out the duties of Employee to the CEO and shall not otherwise disclose the information, unless disclosure is required by law or authorized by the CEO or the Executive Committee.

(b) The requirements of this section 7 do not apply to information known to the Employee before the Employee's employment by the Authority or to information that is generally known or available to the public and will continue to apply after the Employment Period.

8. **Remedies.** (a) The Employee acknowledges that the Authority would be irreparably injured and would not have an adequate remedy at law if the Employee breaches section 7. If the Employee breaches section 7, the Authority may seek an injunction that does one or more of the following:

- (1) restrains the Employee from disclosing or using Protected Information or other records of the Authority;
- (2) requires the Employee to return to the Authority Protected Information or other records of the Authority; or
- (3) safeguards the Authority's interests in rights described in section 8.

(b) The Authority's remedies under section 8(a) are cumulative and the Authority may seek damages and other equitable relief in addition to injunctive relief. When pursuing a remedy under this section 8, the Authority may recover from the Employee attorney fees and other costs of litigation incurred by the Authority.

9. **Oath of Office.** Before exercising official duties, the Employee shall take and subscribe to the following oath of office: "I do solemnly swear (or affirm) that I will support the Constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties of employee of the Michigan Municipal Services Authority according to the best of my ability."

10. **Non-Assignment.** This agreement is personal to the Employee. The Employee shall not assign any of the Employee's rights or delegate any of the Employee's obligations under this agreement to any other person other than by will or intestate succession.

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 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 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

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

To Employee: Mark Wollenweber
8120 Old Lakeshore Road
Burtchville, MI 48059
Email: mewollenweber@gmail.com

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

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

16. **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.

17. **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: July 27, 2020

By: 
Reid S. Charles II
Chief Executive Officer

Date: 7-24-20, 2020

By: 
MARK WOLLENWEBER

SCHEDULE 1
SCOPE OF SERVICES

Employee 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.

Employee 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

Employee 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.

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

First Month

Employee 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

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

Employee 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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Michigan MSA

LCSA Metro Act Management System

Project Overview

Michigan Municipal Services Authority approached Atomic Object to build a system to streamline management of data related to the METRO Act.

Currently, this data is managed by hand with spreadsheets. The process is cumbersome. Moving the process to a web application will save time and improve the experience of everyone involved in implementing the METRO Act.

Atomic Object is a 20-year-old software consultancy based in Michigan.

Our track record for building and maintaining high-quality software makes us an ideal partner for this project.

Our test-driven approach will ensure that the data is recorded and tracked accurately. As part of the development process, we write automated tests that ensure the code works correctly both when it is initially written, and as features are added to the software so that no bugs are introduced along the way.

Simplicity and accuracy will be key components of this project, making it easy for users to get in and update their data, and easy for program managers to invoice telecom providers and manage the program.

The user interface needs to be fast, clean, and simple.

Common Project Considerations	Risk Exists	Notes
Organizational software development experience and capabilities	No	Initial user stories were very well-written and helpful for providing accurate budget
Legacy or immature technologies (lack of tooling power)	No	Assumes we will work together with stakeholders to choose appropriate modern technologies
Regulatory requirements	No	Not a regulated industry (health, banking, etc)
Complex and/or regulated deployment process	No	Deployed to a cloud infrastructure
Amount/alignment of project stakeholders (many is difficult, one decision owner is ideal)	No	
Integrations with external systems	Low	Integration with payment gateway - solved problem
Security concerns (generally mitigated with 3rd party testing)	Low	Risk can be controlled with best practices
Amount of technology domains (e.g. web, mobile, desktop, embedded) involved	None	assumes basic webapp
Migration needs from prior production versions	Yes	Would like to bring in roughly 2 years worth of data that exists in well-understood spreadsheets

Criticality to business operations
Potential for hidden/emerging requirements

No
Low

Manual process exists for doing this work currently
Requirements are very detailed
Only 2 people understand the system right now -- this is a risk to LCSA. Bringing it into an architecture will help.

Project value to organization

Recommended Project Plan

Atomic would staff this project with 4 developers, a part-time delivery lead, and a part-time exploratory tester. A designer would also be on the project in the beginning to do quick wireframes and clean/simple visual look-and-feel, but would be done after a few weeks.

Atomic would start the project with a collaborative kickoff involving key stakeholders from the Atomic team and the LCSA/MMSA. During the kickoff, the team will align on goals and priorities, and establish key habits for working together.

Atomic would then build the system in 2-week development sprints, providing demos and deployed software after each sprint so that stakeholders can test the software and ensure it meets their needs.

After the project, Atomic has ability to provide long-term maintenance and tier 3 support via a support retainer if necessary.

Please see additional resources to better understand Atomic's approach to budgeting, engagement management, and process:

[Process overview](#)

[Setting and managing budget](#)

[Software project budgeting is more than estimating](#)

Budget and Timeline Overview

Hourly Rate \$150
 Rounding Multiple \$10,000

Budget Model	Budget	Rounded Budget (Nearest \$10,000)	Project Duration (Weeks)	Notes
Educated-guess Budget Model (16 weeks)	\$393,600	\$390,000	16	Assumes ideal team model. Uses simple gut feeling team model.
Educated-guess Budget Model (18 weeks)	\$442,800	\$440,000	18	Assumes ideal team model. Uses simple gut feeling team model.
Comparable-project Budget Model	\$433,050	\$430,000	18	Assumes ideal team model. Uses simple gut feeling team model.
Bottom-up Budget Model	\$420,600	\$420,000	19	Assumes ideal team model. Uses phased bottom-up team model.
Likely budget range	\$420,000-\$450,000			
Phase 1 budget target	\$430,000			

Educated-guess Budget Model

Team Model	Hours/Week
Development Lead	36
Developer	36
Developer	36
Developer	36
Delivery Lead	16
Exploratory Tester	4
<hr/>	
Approximate team hours/week	164
Approximate weekly cost	\$ 24,600

Weeks	Budget
16	\$ 393,600
18	\$ 442,800

Comparable-project Budget Model

Type of Project:

Web-based customer portal for a pallet supplier

Key Functionality of comparable project:

customer login and input data
customer service representative can manage orders
generates and sends invoices
clean, utilitarian user interface
tabular views

Actual Time Spent:

Function	Approximate Hours
Development	2040
Design	396
Delivery	353
Exploratory Testing	98
<hr/>	
Total hours	2887
Cost @ \$150/hr	\$433,050

Differences:

Difference	More / Less
pallet supplier had simpler calculations	less
Pallet supplier had fewer user types	less
pallet supplier served more users	more
pallet supplier's user stories were not well-defined before the project began	more

Gut Feel Correction Factor:

Correction Factor (+%, -%, 0)	0%
Comparable Project	\$433,050

Bottom-up Budget Model

Summary

Phase	Budget	Estimated Weeks
Kickoff, Design, & Planning	\$ 27,000	3
Implementation	\$ 393,600	16
Budget	\$ 420,600	19

Kickoff, Design, & Planning

Week	Developer Hours	Designer Hours	Delivery Lead Hours	Work
Week 1		36	36	Collaborative kickoff; initial tech infrastructure setup, begin building design system, setup development backlog
Week 2	(developer begins working on		36	Wireframes for system
Week 3			36	Continue wireframing
Total hours (rounded up)		36	108	36
Calendar weeks		3		
Budget		\$27,000		

Implementation

Team Model	Hours/Week
Development Lead	36
Developer	36
Developer	36
Developer	36
Delivery Lead	16
Exploratory Tester	4
Approximate team hours/week	164
Approximate weekly cost	\$ 24,600

Work	ABP (Developer Days)	HP (Developer Days)	Buffer Term	Notes	
Provider True Up					
Provider True Up Notification		2	3	1	kick out an email notification to all providers in the system...assumes plain-text email with generic text, use SendGrid or similar service
Update Linear Footage Records - via UI		10	20	100	providers can use an excel able-like mechanism to update existing records and add new records

Update Linear Footage Records - via Excel Upload	10	15	25	providers can download an Excel compatible CSV of their existing records, in order to update them and then re-upload the spreadsheet. System processes the changes and differences.
Check for and alert on deviations	6	10	16	
ILEC				
ILEC Data Collection Requirements Footages	6	10	16	Assumes tabular data entry UI component has already been built for updating linear footage records and can be reused with different column parameters
ILEC data collection requirements access lines	6	10	16	
CLEC				
CLEC Data Collection Requirements Footages	1	2	1	Assumes significant reuse of ILEC data collections requirements footages
Broadband				
Broadband Data Collection Requirements Footages	1	2	1	Assumes significant reuse of ILEC/CLEC data collections requirements footages
Cable				
Cable Data Collection Requirements Footages	1	2	1	Assumes significant reuse of ILEC/CLEC data collections requirements footages
Cable Data Collection Requirements Aggregate Investment	2	4	4	
LCSA				
Backoffice Access to Provider True-Up	2	3	1	Assumes significant reuse of provider UI.
Cycle & Snapshots				
Create a snapshot	0	0		We can avoid doing work to 'snapshot' data by storing the data a certain way. We can create a way to lookup and/or mark a moment in time at any point. Viewing specific data at a moment in time.
View a list of all existing snapshots	2	3	1	
View a specific snapshot	6	10	16	
Footages Reports				
Footages Deviation Report	2	3	1	
Maintenance Fee Determination				
ILEC Providers Maintenance Fees Determination and Individual ILEC Linear Foot Rate	6	10	16	algorithm as described in user stories seems fairly straightforward

CLEC Provider Maintenance Fees Determination	2	3	1	additional calculation that builds on previous ILEC calculation
Broadband Provider Maintenance Fees Determination	0	0		same as CLEC
Cable Provider Maintenance Fee Determination	1	2	1	
Provider Accounting				
View and edit provider accounting	6	10	16	
Provider Accounting System - credits, debits, balances	6	10	16	
Manual adjustments to provider accounting	6	10	16	
Mass adjustments to provider accounting	10	15	25	mass update / excel upload could be tricky depending on data validations, etc
Invoicing				
Batch Invoicing	10	15	25	Includes setting up PDF framework, generating/saving PDFs, etc
Single Invoice	6	10	16	
Invoice Reminder Notifications	2	4	4	assumes email integration has previously been done
Payment				
View and pay invoice electronically	6	10	16	assumes integration with an external payment gateway
Payment Entry	0	0		System could track this electronically if integrated with payment gateway
Automatically match payment with invoice	0	0		(included with payment workflow)
Cancel and reissue invoice	6	10	16	
Municipality Fee Sharing Allocation				
Municipality Fee Sharing Allocation Snapshot Initial Build	6	10	16	
Annual Fee Sharing Allocation Table Initial Build	6	10	16	
Updates	6	10	16	
Amount Allocated for Distribution to Municipalities for the cycle	6	10	16	
Amount allocated under 10(1) for distribution to municipalities for the cycle	6	10	16	
Amount allocated under 10(2) for distribution to municipalities for the cycle	2	3	1	

Determine 10(1) township allocation for the cycle	2	3	1	
Determine 10(2) township allocation for the cycle	2	3	1	
Determine 10(1) cities and villages allocation for the cycle	6	10	16	
Determine 10(2) Cities and Villages Allocatic Allocation AMT	6	10	16	assumes we can repurpose some of the validation logic and other calculation features
Record Allocation AMT to Municipality Accounts	2	3	1	
Deduction Adjustment to Allocation Disbursement	1	2	1	
Addition Adjustment to Allocation Disbursement	1	2	1	
Disbursement AMT	1	2	1	
Undo a cycle's municipality fee sharing allocat	1	1	0	
Lock a cycles municipality fee sharing allocat	1	1	0	
Export Disbursement AMT	1	1	0	assumes excel export mechanism has been built in previous story
Municipality Accounting				
Municipality Accounting System	6	10	16	assumes reusing some mechanisms already established for providers
View and edit municipality accounting	1	2	1	assumes reusing some mechanisms already established for providers
Manual adjustments to municipality account	2	3	1	assumes reusing some mechanisms already established for providers
Mass adjustments to municipality accountin	2	3	1	assumes reusing some mechanisms already established for providers
Merging of Providers				
Merge Function	10	15	25	could this feature be deferred or done manually to save budget?
Current Footages Table Cleanup	2	3	1	
Reports Not Specified Elsewhere	10	15	25	PDF generation, etc
User/Login features, incl. reset password, etc	6	10	16	
User Management Features	6	10	16	
Municipality Access/View	6	10	16	mostly reuses existing components in a view-only context
Provider Access/View	6	10	16	mostly reuses existing components
Provider Maintenance	2	3	1	mostly reuses existing components

Municipality Maintenance	6	10	16	
Municipality ILEC Mapping	2	3	1	
User Maintenance	2	3	1	mostly reuses existing components
Auditing	6	10	16	

Subtotal developer days (rounded up)	261
Buffer developer days (rounded up)	26
Developer days	287

Average developer hours/week 144

Calendar weeks 16

Budget \$ 393,600

Estimate Key

[Range Estimates](#)

ABP - Aggressive But Possible Estimate

HP - Highly Probable Estimate