



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

PUBLIC NOTICE OF A REGULAR MEETING OF THE MICHIGAN MUNICIPAL SERVICES AUTHORITY EXECUTIVE COMMITTEE

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

<u>Date</u>	<u>Time</u>	<u>Location</u>
Friday, May 12, 2023	10:30 a.m.	Dykema 723 S State St Suite 400 Ann Arbor, MI 48104

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**

Friday, May 12, 2023 at 10:30 AM
Dykema
723 S State St STE 400
Ann Arbor, MI 48104

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes**
 - a. Minutes of the September 26, 2023 Executive Committee regular meeting
- V. Old Business**
 - None.
- VI. New Business**
 - a. Resolution 2023-01 Schedule of Regular Meetings for Calendar Year 2023
 - b. Fiscal Year 2022-2023 Budget Amendment 1
 - c. Fiscal Year 2023-2024 Proposed Budget Discussion
 - d. Resolution 2023-02 Fiscal Year 2023-2024 General Appropriations Act
 - e. Resolution 2023-03 Budget Time Schedule
 - f. Professional Services Agreement with Vettraino Consulting
 - g. Resolution 2023-04 Approve Administrative Services Agreement between Local Community Stabilization Authority and the Michigan Municipal Services Authority
 - h. RFP for Managed IT/Cybersecurity Services
- VII. Administrative Report**
- VIII. Public Comment**
- IX. Other Business**
- X. Adjournment**

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



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

**EXECUTIVE COMMITTEE
REGULAR MEETING**

Monday, September 26, 2022 at 1:30 p.m.

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 1:35 p.m.

II. Roll Call

Executive Committee Member Attendance:

	PRESENT	ABSENT
Angela Rogensues, Chair	X	
Doug Matthews, Treasurer	X	
Kathleen Lomako, Secretary	X	
Donna Cangemi	X	
Scott Erbisch	X	
Aaron Wagner	X	

*Participated via teleconference.

Other attendees:

- Samantha Harkins, MMSA
- Kristen Delaney, MMSA*
- Kari Shea, Plante Moran*

III. Approval of Agenda

Moved by: Erbisch
Supported by: Lomako

Yes: X No: ____

IV. Approval of Minutes

- a. Approval of the minutes from the regular March 17, 2022 Executive Committee meeting.

Moved by: Lomako
Supported by: Wagner

Yes: X No: ____

V. Administrative Report & New Business

None.

VI. Old Business

None.

VII. New Business

- a. Resolution 2022-01 FYE 2022 MMSA Budget Amendment

Motion to approve Resolution 2022-01 FY 2022 MMSA Budget Amendment as presented.

Moved by: Lomako
Supported by: Erbisch

Yes: X No: ____

Ayes: Nays:

Erbisch
Lomako
Matthews
Rogensues
Wagner

- b. Resolution 2022-02 FYE 2022-2023 MMSA Proposed Budget Timeline

Motion to approve Resolution 2022-02 FYE 2022-2023 MMSA Proposed Budget Timeline as presented.

Moved by: Erbisch
Supported by: Lomako

Yes: No:

c. FYE 2022-2023 MMSA Proposed Budget

The Committee reviewed the proposed budget. There was a discussion regarding costs that could be cut.

Harkins noted that she had cancelled the lease for office space at Dykema.

Rogensues opened the Public Hearing at 1:03 p.m.

No members of the public were present.

Rogensues closed the public hearing at 1:04 p.m.

Motion to approve FYE 2022-2023 MMSA Proposed Budget
Timeline as presented.

Moved by: Lomako
Supported by: Erbisch

Yes: No:

d. Resolution 2202-03 General Appropriations Act

Motion to approve Resolution 2202-03 General Appropriations Act as presented.

Moved by: Erbisch
Supported by: Wagner

Yes: No:

Cangemi joined the meeting at 1:47 p.m.

e. Professional Services Agreement with Plante Moran

Harkins presented the professional services agreement from Plante Moran, noting that they are increasing their fees across the board for all clients. Lomako asked for clarification about what Plante Moran handles for the MMSA. Harkins stated that they do all accounting and audit preparation for the organization.

Motion to engage Plante Moran per the terms of the Professional Services Agreement as presented.

Moved by: Erbisch

Supported by: Lomako

Yes: No:

VIII. Public Comment

None.

IX. Other Business

Harkins stated that she continues to work on program development. She is working on a contract with the MEDC and potential collaboration with the Michigan Infrastructure Council.

Lomako noted that a strength of the MMSA is the ability to act quickly, unlike traditional government organizations. Harkins agreed, stating that the MMSA needs to find a niche where they could focus on proactive policy and collaborating with local municipalities.

Matthews stated that he sees potential in court funding reform and hotel tax issues. He stated that the MMSA could find 10-12 issues that would be transformative for local government, and that's what the board focuses on.

Rogensues agreed, stating that if they found a niche, there could be a reasonable ask for an appropriation to fund that work.

Matthews stated that purchasing could still be a viable option for the MMSA. No local municipalities are happy with the purchasing process. Could work with Michigan Municipal Executives to determine what the key systems of purchasing are that could be streamlined. MMSA could go out and do the legwork and have solutions available.

X. Adjournment

Motion to adjourn the meeting 2:16 p.m.

Moved by: Erbisch
Supported by: Wagner

Yes: No:

Certification of Minutes

Approved by the Executive Committee on May 12, 2023.

Authority Secretary

Date



Michigan Municipal Services Authority

May 4, 2023

TO: MMSA Executive Committee Members

RE: Executive Committee meeting report – May 12, 2023

1. Program update
 - a. RFP for Managed IT/Cybersecurity services
 - b. Rapid Response/GovTEC
 - i. Shared services agreement
 - ii. MEDC engagement
 - iii. Webinar series
2. Monthly Financial Statements
Please find attached monthly financial statements for April 2023.
3. On April 14th, Donna Cangemi submitted her resignation from the MMSA due to on-going health issues. We thank Donna for her service to the MMSA. The Governor’s appointments office will fill this vacancy and I will keep you posted on the process.
4. Included in this agenda packet is a revised professional services agreement from Vettraino Consulting. This agreement pertains to the work that Jaymes Vettraino performs for the Local Community Stabilization Authority on behalf of the MMSA.

Sincerely,

A handwritten signature in black ink, appearing to read "Samantha Harkins", written in a cursive style.

Samantha Harkins
CEO, Michigan Municipal Services Authority



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

May 8, 2023

To: Samantha Harkins, CEO
Michigan Municipal Services Authority (MMSA) Board of Directors

Re: April 2023 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 April 30, 2023

	Year Ending 09/30/2022	Year Ending 09/30/2023		Year To Date 04/30/2023	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	% BDGT
Revenue					
671000 - Contract Revenue	155,000	166,000	166,000	83,000	50.00 %
676000 - Reimbursement	86	0	0	0	0.00 %
Total Revenue	<u>155,086</u>	<u>166,000</u>	<u>166,000</u>	<u>83,000</u>	<u>50.00 %</u>
Expenses					
Salary and Fringes					
701000 - Personal Services	57,966	57,740	57,740	32,946	57.06 %
710000 - FUTA Taxes	110	375	375	0	0.00 %
715000 - Social Security & Medicare	4,447	4,380	4,380	2,563	58.52 %
718000 - Insurance - Health	5,629	6,255	6,255	6,475	103.52 %
Total Salary and Fringes	<u>68,152</u>	<u>68,750</u>	<u>68,750</u>	<u>41,984</u>	<u>61.07 %</u>
Operating					
752000 - Office Expense	1,390	2,000	2,000	1,688	84.37 %
801000 - Professional and Contractual Services	93,378	93,600	93,600	51,480	55.00 %
801500 - Office Rent	6,057	0	0	0	0.00 %
802000 - Legal	6,861	18,000	18,000	0	0.00 %
803000 - Accounting	12,416	16,500	16,500	6,332	38.38 %
803500 - Audit	11,400	11,800	11,800	11,800	100.00 %
804000 - Bank Service Charges	725	1,200	1,200	80	6.63 %
805000 - HR and Benefits Consulting	0	250	250	0	0.00 %
806000 - Program Development	0	5,000	5,000	0	0.00 %
840000 - Insurance	5,533	8,000	8,000	6,179	77.24 %
861000 - Mileage Reimbursement	304	500	500	285	56.98 %
955000 - Miscellaneous	1,498	2,000	2,000	0	0.00 %
Total Operating	<u>139,562</u>	<u>158,850</u>	<u>158,850</u>	<u>77,844</u>	<u>49.00 %</u>
Total Expenses	<u>207,714</u>	<u>227,600</u>	<u>227,600</u>	<u>119,828</u>	<u>52.65 %</u>
Revenue in Excess of Expenses	<u>(52,628)</u>	<u>(61,600)</u>	<u>(61,600)</u>	<u>(36,828)</u>	<u>59.79 %</u>
Transfers					
699273 - Interfund Transfer In - FMS	139,755	71,840	71,840	0	0.00 %
Total Transfers	<u>139,755</u>	<u>71,840</u>	<u>71,840</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u>87,127</u>	<u>10,240</u>	<u>10,240</u>	<u>(36,828)</u>	<u>(359.65) %</u>

These financial statements have not been subjected to an audit, review or compilation engagement, and no assurance is provided on them. 10

Michigan Municipal Services Authority REVENUE AND EXPENDITURE REPORT As of April 30, 2023

	Year Ending	Year Ending		Year To Date	% BDGT
	09/30/2022	09/30/2023	09/30/2023	04/30/2023	
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	
Revenue					
671000 - Contract Revenue	2,146,920	2,079,010	2,079,010	1,108,843	53.34 %
Total Revenue	<u>2,146,920</u>	<u>2,079,010</u>	<u>2,079,010</u>	<u>1,108,843</u>	<u>53.34 %</u>
Expenses					
Operating					
801000 - Professional and Contractual Services	2,007,165	2,007,170	2,007,170	0	0.00 %
Total Operating	<u>2,007,165</u>	<u>2,007,170</u>	<u>2,007,170</u>	<u>0</u>	<u>0.00 %</u>
Total Expenses	<u>2,007,165</u>	<u>2,007,170</u>	<u>2,007,170</u>	<u>0</u>	<u>0.00 %</u>
Revenue in Excess of Expenses	<u>139,755</u>	<u>71,840</u>	<u>71,840</u>	<u>1,108,843</u>	<u>1,543.49 %</u>
Transfers					
995101 - Transfer Out - GF	(139,755)	(71,840)	(71,840)	0	0.00 %
Total Transfers	<u>(139,755)</u>	<u>(71,840)</u>	<u>(71,840)</u>	<u>0</u>	<u>0.00 %</u>
Change in Equity	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>0</u></u>	<u><u>1,108,843</u></u>	<u><u>0.00 %</u></u>

Michigan Municipal Services Authority
REVENUE AND EXPENDITURE REPORT
As of April 30, 2023

	Year Ending 09/30/2022	Year Ending 09/30/2023		Year To Date 04/30/2023	% BDGT
	END BALANCE	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE	
Revenue					
671000 - Contract Revenue	2,301,920	2,245,010	2,245,010	1,191,843	53.09 %
676000 - Reimbursement	86	0	0	0	0.00 %
Total Revenue	<u>2,302,006</u>	<u>2,245,010</u>	<u>2,245,010</u>	<u>1,191,843</u>	<u>53.09 %</u>
Expenses					
Salary and Fringes					
701000 - Personal Services	57,966	57,740	57,740	32,945	57.06 %
710000 - FUTA Taxes	110	375	375	0	0.00 %
715000 - Social Security & Medicare	4,447	4,380	4,380	2,563	58.52 %
718000 - Insurance - Health	5,629	6,255	6,255	6,476	103.52 %
Total Salary and Fringes	<u>68,152</u>	<u>68,750</u>	<u>68,750</u>	<u>41,984</u>	<u>61.07 %</u>
Operating					
752000 - Office Expense	1,390	2,000	2,000	1,687	84.37 %
801000 - Professional and Contractual Services	2,100,543	2,100,770	2,100,770	51,480	2.45 %
801500 - Office Rent	6,057	0	0	0	0.00 %
802000 - Legal	6,861	18,000	18,000	0	0.00 %
803000 - Accounting	12,416	16,500	16,500	6,333	38.38 %
803500 - Audit	11,400	11,800	11,800	11,800	100.00 %
804000 - Bank Service Charges	725	1,200	1,200	79	6.63 %
805000 - HR and Benefits Consulting	0	250	250	0	0.00 %
806000 - Program Development	0	5,000	5,000	0	0.00 %
840000 - Insurance	5,533	8,000	8,000	6,180	77.24 %
861000 - Mileage Reimbursement	304	500	500	285	56.98 %
955000 - Miscellaneous	1,498	2,000	2,000	0	0.00 %
Total Operating	<u>2,146,727</u>	<u>2,166,020</u>	<u>2,166,020</u>	<u>77,844</u>	<u>3.59 %</u>
Total Expenses	<u>2,214,879</u>	<u>2,234,770</u>	<u>2,234,770</u>	<u>119,828</u>	<u>5.36 %</u>
Revenue in Excess of Expenses	<u>87,127</u>	<u>10,240</u>	<u>10,240</u>	<u>1,072,015</u>	<u>10,468.90 %</u>
Transfers					
699273 - Interfund Transfer In - FMS	139,755	71,840	71,840	0	0.00 %
995101 - Transfer Out - GF	(139,755)	(71,840)	(71,840)	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>87,127</u>	<u>10,240</u>	<u>10,240</u>	<u>1,072,015</u>	<u>10,468.90 %</u>

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Michigan Municipal Services Authority COMPARATIVE BALANCE SHEET

	PERIOD ENDED 09/30/2022	PERIOD ENDED 04/30/2023	CHANGE	% CHANGE
ASSETS				
Current Assets				
Bank Accounts	451,645	445,841	(5,804)	(1.28) %
Other Current Assets				
040000 - Accounts Receivable	0	1,067,344	1,067,343	100.00 %
123000 - Prepaid Expenses	2,284	0	(2,283)	(100.00) %
Total Other Assets	2,284	1,067,344	1,065,060	46,640.93 %
Total Current Assets	453,929	1,513,185	1,059,256	233.35 %
TOTAL ASSETS	453,929	1,513,185	1,059,256	233.35 %
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
202000 - Accounts Payable	12,468	0	(12,468)	(100.00) %
Total Accounts Payable	12,468	0	(12,468)	(100.00) %
Other Current Liabilities				
257000 - Accrued Salaries Wages	292	0	(292)	(100.00) %
Total Other Current Liabilities	292	0	(292)	(100.00) %
Total Current Liabilities	12,760	0	(12,760)	(100.00) %
Total Liabilities	12,760	0	(12,760)	(100.00) %
Equity				
390000 - Fund Balance - Unassigned	354,042	441,169	87,127	24.60 %
Net Revenue	87,127	1,072,016	984,889	1,130.40 %
Total Equity	441,169	1,513,185	1,072,016	242.99 %
TOTAL LIABILITIES AND EQUITY	453,929	1,513,185	1,059,256	233.35 %

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Created on: 05/01/2023, 8:24 PM EDT

Michigan Municipal Services Authority Check register

Date	Payee	Document no.	Amount Cleared
	Bank: Bill.com Clearing - Bill.com Clearing	Account no:	
04/04/2023	10032--Hundred Place Consulting, LLC		4,680.00 In Transit
04/04/2023	10029--Vettraino Consulting, LLC		3,120.00 In Transit
	Total for Bill.com Clearing		<u><u>7,800.00</u></u>
	Bank: Fifth Third - 1244 - Firth Third	Account no: 7169301244	
04/10/2023	10015--Gusto		45.00 04/30/2023
04/13/2023	10015--Gusto		699.72 04/30/2023
04/27/2023	10015--Gusto		699.72 04/30/2023
04/28/2023	10005--BCBSM		859.98 04/30/2023
	Total for Fifth Third - 1244		<u><u>2,304.42</u></u>

Michigan Municipal Services Authority

Reconciliation report

As of 04/30/2023
Account: 5/3 Checking

Statement ending balance	445,841.42
Deposits in transit	0.00
Outstanding checks and charges	0.00
Adjusted bank balance	445,841.42
Book balance	445,841.42
Adjustments*	0.00
Adjusted book balance	445,841.42

Total Checks and charges Cleared	13,458.46	Total Deposits Cleared	41,604.50
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Deposits

Name	Memo	Date	Doc no.	Cleared	In transit
Gusto	Gusto Deposit	04/07/2023		104.50	
Local Community Stabi- lization Authority	LCSA 3rd Qtr Pmt FY23	04/19/2023		41,500.00	
Total Deposits				41,604.50	0.00

Checks and charges

Name	Memo	Date	Check no.	Cleared	Outstanding
General Ledger entry	BILL 04/04/23 Payables Funding	04/04/2023		7,800.00	
Gusto	March 2023 Invoice	04/10/2023		45.00	
Gusto	04.13.2023 Payroll	04/13/2023		699.72	
General Ledger entry	04.13.23 Payroll	04/13/2023		1,668.58	
Gusto	04.27.2023 Payroll	04/27/2023		699.72	
General Ledger entry	04.27.23 Payroll	04/27/2023		1,668.58	
BCBSM	Health Care Premium May 2023	04/28/2023		859.98	
	April 2023 Service Charge	04/30/2023		16.88	
Total Checks and charges				13,458.46	0.00



FIFTH THIRD BANK
(WESTERN MICHIGAN)
P.O. BOX 630900 CINCINNATI OH 45263-0900

MICHIGAN MUNICIPAL SERVICE
200 TOWNSEND ST STE 900
LANSING MI 48933



0

4961

Statement Period Date: 4/1/2023 - 4/30/2023

Account Type: COMM'L 53 ANALYZED

Account Number: 7169301244

Banking Center: Grand Rapids

Banking Center Phone: 616-653-5440

Commercial Client Services: 866-475-0729

Account Summary - 7169301244

04/01	Beginning Balance	\$417,695.38	Number of Days in Period	30
	Checks			
8	Withdrawals / Debits	\$(13,458.46)		
2	Deposits / Credits	\$41,604.50		
04/30	Ending Balance	\$445,841.42		

Withdrawals / Debits

8 items totaling \$13,458.46

Date	Amount	Description
04/04	7,800.00	Bill.com Payables 016EMVBOF2LN4A5 Michigan Municipal Ser Multiple Payments Bill.com Payables 016EMVBOF2LN4A5 040423
04/12	45.00	GUSTO 6semjmr4tue FEE 341454 6semjtvqald MICHIGAN MUNICIPAL SER 041223
04/12	699.72	GUSTO 6SEMJMR4T7P TAX 340729 6semjtvvm8vg MICHIGAN MUNICIPAL SER 041223
04/12	1,668.58	GUSTO 6SEMJMR4T7O NET 340728 6semjtvvm8ve MICHIGAN MUNICIPAL SER 041223
04/12	16.88	SERVICE CHARGE
04/26	699.72	GUSTO 6SEMJMRRDSCGK TAX 634900 6semju38mut MICHIGAN MUNICIPAL SER 042623
04/26	1,668.58	GUSTO 6SEMJMRRDSCGJ NET 634899 6semju38muj MICHIGAN MUNICIPAL SER 042623
04/28	859.98	BCBS Michigan PREMIUM MS283851 MICHIGAN MUNICIPAL SER 042823

Deposits / Credits

2 items totaling \$41,604.50

Date	Amount	Description
04/07	104.50	GUSTO PAYROLL 6SEMJMR23T6 TAX 249254 6semjtuumer MICHIGAN MUNICIPAL SER 040723
04/19	41,500.00	Local Community Receivable 016GCZFH2MAZU0 Michigan Municipal Ser 016GCZFH2MAZU0 Local Community Bill.com Inv #FYE 2023-03 041923

Daily Balance Summary

Date	Amount	Date	Amount	Date	Amount
04/04	409,895.38	04/12	407,569.70	04/26	446,701.40
04/07	409,999.88	04/19	449,069.70	04/28	445,841.42

PLEASE NOTE THAT WE HAVE UPDATED OUR ACCOUNT RULES AND TERMS & CONDITIONS. DISCLOSURES CAN BE VIEWED ONLINE AT:
COMMERCIAL ACCOUNT RULES: 53.COM/TM-CA-RULES TREASURY MANAGEMENT TERMS & CONDITIONS: 53.COM/TM-TC



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

**EXECUTIVE COMMITTEE
RESOLUTION 2023-01**

Schedule of Regular Meetings for Calendar Year 2023

The executive committee of the Michigan Municipal Services Authority (the “**Authority**”) resolves that the following notice and schedule of regular meetings is adopted and approved as the schedule of regular meetings for the executive committee of the Authority for the calendar year ending December 31, 2023:

Date	Time	Location
Friday, February 10, 2023	11:00 a.m.	Dykema Capital View Building 201 Townsend St, Suite 900 Lansing, MI 48933
Friday, May 12, 2023	11:00 a.m.	Dykema 2723 S State St, Suite 400 Ann Arbor, MI 48104
Friday, September 8, 2023	11:00 a.m.	Dykema Capital View Building 201 Townsend St, Suite 900 Lansing, MI 48933
Friday, October 13, 2023	11:00 a.m.	Dykema 2723 S State St, Suite 400 Ann Arbor, MI 48104

Secretary’s Certification:

I certify that this resolution was adopted by the executive committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on May 12, 2023.

Authority Secretary

Date

Michigan Municipal Services Authority

Fiscal Year 2023 Budget Amendment 1
 March 2023

Fund: General Fund

Recommended Amendment

Expenditures

Total net proposed amendment to expenditures = \$4,670

Account Number	Account Name	Original Budget	Recommended Budget	Proposed Amendment Change
718000 [1]	Insurance – Health	\$6,255	\$10,325	\$4,070
752000 [2]	Office Expense	2,000	3,000	1,000
804000 [3]	Bank Service Charges	1,200	200	(1,000)
840000 [4]	Insurance	8,000	8,400	400
861000 [5]	Mileage	500	700	200
	Total Expenditures			<u>\$4,670</u>

Transfers

Total net proposed amendment to transfers = \$710

Account Number	Account Name	Original Budget	Recommended Budget	Proposed Amendment Change
699273 [6]	Interfund Transfer In-FMS	\$71,840	\$72,500	\$710
	Total Revenues			<u>\$710</u>

Tickmark Legend

- [1] Increase to reflect actual health insurance premiums.
- [2] Increase to reflect Zoom Pro actual charges.
- [3] Decrease to reflect actual bank service charges.
- [4] Increase to reflect actual insurance premiums.
- [5] Increase to reflect mileage to meetings.
- [6] Increase to reflect estimated revenues transferred when closing out FMS fund at year end.

Fund: Financial Management System Fund

Recommended Amendment

Revenues

Total net proposed amendment to revenues = (\$970,010)

Account Number	Account Name	Original Budget	Recommended Budget	Proposed Amendment Change
671000 [7]	Contract Revenue	\$2,079,010	\$1,109,000	(\$970,010)
	Total Revenues			<u>(\$970,010)</u>

Expenditures

Total net proposed amendment to expenditures = (\$970,670)

Account Number	Account Name	Original Budget	Recommended Budget	Proposed Amendment Change
801000 [7]	Professional and Contractual Services	\$2,007,170	\$1,036,500	(\$970,670)
	Total Expenditures			<u>(\$970,670)</u>

Transfers

Total net proposed amendment to transfers = \$710

Account Number	Account Name	Original Budget	Recommended Budget	Proposed Amendment Change
995101 [8]	Transfer Out – GF	\$71,840	\$72,500	\$710
	Total Revenues			<u>\$710</u>

Tickmark Legend

[7] Decrease to reflect Kent County not participating in FY23.

[8] Increase to reflect estimated revenues transferred when closing out FMS fund at year-end.



Michigan Municipal Services Authority

**RECOMMENDED BUDGET
Fiscal Year 2023-2024**

September 8, 2023

The chief administrative officer of the Michigan Municipal Services Authority (the “Authority”) presents this recommended budget for the Authority for its fiscal year beginning on October 1, 2023 and ending on September 30, 2024:

General Fund

	FY 2021-2022 Actual	FY 2022-2023 Projected	FY 2023-2024
<i>REVENUE</i>			
671000 Contract Revenue	\$155,000	\$166,000	\$166,000
676000 Reimbursement	86	0	0
699273 Transfer In	139,755	72,500	72,500
Total Revenue and Other Sources	\$294,841	\$238,500	\$238,500
<i>EXPENDITURES</i>			
701000 Personal Services	\$57,966	\$57,740	\$57,740
715000 FUTA Taxes	110	375	375
715000 Social Security & Medicare	4,447	4,380	4,380
718000 Insurance – Health	5,629	10,325	10,325
Total Salary and Fringes	\$68,152	\$72,820	\$72,820
752000 Office Expense	\$1,390	\$3,000	\$3,000
801000 Professional and Contractual Services	93,378	93,600	93,600
801500 Office Rent	6,057	0	0
802000 Legal Services	6,861	18,000	18,000
803000 Accounting Services	12,416	16,500	16,500
803500 Audit	11,400	11,800	12,300
804000 Bank Service Charges	725	200	200
805000 HR and Benefits Consulting	0	250	0
806000 Program Development	0	5,000	5,000
840000 Insurance	5,533	8,400	8,400

861000 Mileage Reimbursement	304	700	700
910000 Professional Development	0	0	0
913000 Conference Expense	0	0	0
950000 Miscellaneous	1,498	2,000	2,000
Total Operating Expenses	\$139,562	\$159,450	\$159,700
Total Expenditures and Other Uses	\$207,714	\$232,270	\$232,520
Net Revenues (Expenditures)	\$87,127	\$6,230	\$5,980
Beginning Fund Balance	\$354,043	\$441,170	\$447,400
Ending Fund Balance	\$441,170	\$447,400	\$453,380

Financial Management Services Fund (special revenue)

	FY 2021-2022 Actual	FY 2022-2023 Projected	FY 2023-2024
REVENUE			
671000 Contract Revenue	\$2,146,920	\$1,109,000	\$1,109,000
Total Revenue and Other Sources	\$2,146,920	\$1,109,000	\$1,109,000
EXPENDITURES			
801000 Professional and Contractual Services	\$2,007,165	\$1,036,500	\$1,036,500
995101 Transfer Out – GF	139,755	72,500	72,500
Total Expenditures and Other Sources	\$2,146,920	\$1,109,000	\$1,109,000
Net Revenues (Expenditures)	\$0	\$0	\$0
Beginning Fund Balance	\$0	\$0	\$0
Ending Fund Balance	\$0	\$0	\$0

MICHIGAN MUNICIPAL SERVICES AUTHORITY
EXECUTIVE COMMITTEE

RESOLUTION 2023-02
FY 2023-2024 General Appropriations Act

The Executive Committee of the Michigan Municipal Services Authority ("Authority") resolves:

Section 1. Title. This resolution shall be known and may be cited as the "Michigan Municipal Services FY 2023-2024 General Appropriations Act".

Section 2. Public Hearing. In compliance with 1963 PA 43 (2nd Ex Sess), MCL 141.411 to 141.415, notice of a public hearing on the proposed budget was published in a newspaper of general circulation on August XX, 2023 and a public hearing on the proposed budget was held by the Executive Committee on September 8, 2023.

Section 3. Millage Levy. The Authority is not authorized to levy property taxes.

Section 4. Adoption of Budget by Activity. The Executive Committee adopts the budget for the Authority for the fiscal year ending on September 30, 2024 by activity. Authority officials responsible for the expenditures authorized in the budget may expend Authority funds up to, but not to exceed, the total appropriation authorized for each activity.

Section 5. Payment of Bills. All claims or bills against the Authority must be approved by the Executive Committee before payment by the Authority. However, the treasurer may pay certain claims or bills before payment is approved by the Executive Committee to avoid late penalties, service charges, or interest. Any claims or bills paid before approval by the Executive Committee must be reported by the treasurer to the Executive Committee for approval at the next meeting of the Executive Committee.

Section 6. Estimated Revenues and Expenditures. Estimated total revenues and expenditures for the various funds of the Authority are:

<u>Fund</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Transfers</u>
General Operating Fund	\$166,000	\$232,520	\$72,500
Financial Management Services Fund (special revenue)	\$1,109,000	\$1,036,500	(\$72,500)

	<u>9/30/2024</u>
	RECOMMENDATION
OPERATING REVENUES	
Intergovernmental	166,000
TOTAL OPERATING REVENUES	<u>166,000</u>
EXPENDITURES	
SALARY AND FRINGES	
701000 - Personal Services	57,740
710000 - FUTA Taxes	375
715000 - Social Security & Medicare	4,380
718000 - Insurance - Health	10,325
TOTAL SALARY AND FRINGES	<u>72,820</u>
OPERATING EXPENSES	
752000 - Office Expense	3,000
801000 - Professional and Contractual Services	93,600
802000 - Legal	18,000
803000 - Accounting	16,500
803500 - Audit	12,300
804000 - Bank Service Charges	200
806000 - Program Development	5,000
840000 - Insurance	8,400
861000 - Mileage Reimbursement	700
910000 - Professional Development	0
913000 - Conference Expenses	0
955000 - Miscellaneous	2,000
TOTAL OPERATING EXPENSES	<u>159,700</u>
TOTAL EXPENDITURES	<u>232,520</u>
OPERATING INCOME (LOSS)	<u>(66,520)</u>
TRANSFERS	
Transfers in	72,500
Transfers out	0
CHANGE IN NET POSITION	5,980
BEGINNING NET POSITION	447,400
ENDING NET POSITION	453,380

Financial Management Services Fund	Year Ending 9/30/2024
	RECOMMENDATION
OPERATING REVENUES	
Intergovernmental	1,109,000
TOTAL OPERATING REVENUES	1,109,000
EXPENDITURES	
OPERATING EXPENSES	
801000 - Professional and Contractual Services	1,036,500
TOTAL OPERATING EXPENSES	1,036,500
TOTAL EXPENDITURES	1,036,500
OPERATING INCOME (LOSS)	72,500
TRANSFERS	
Transfers in	
Transfers out	(72,500)
CHANGE IN NET POSITION	0
BEGINNING NET POSITION	0
ENDING NET POSITION	0

Section 7. Periodic Financial Reports. The treasurer shall provide the Executive Committee at its meeting immediately following the end of each fiscal quarter, and at the final meeting of the Executive Committee of the fiscal year, a report of fiscal year to date revenues and expenditures compared to the budgeted amounts for the fiscal year.

Section 8. Budget Monitoring. Whenever it appears to the MMSA Administrator of the Authority that the actual and probable revenues in any fund of the Authority will be less than the estimated revenues upon which appropriations from the fund were based, and when it appears that expenditures will exceed an appropriation, the MMSA Administrator shall present recommendations to the Executive Committee to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. The recommendations must include proposals for reducing appropriations, increasing revenues, or both.

Section 10. Adoption. Motion made by _____. Seconded by _____ to adopt this resolution as the general appropriations act for the Authority for the fiscal year ending September 30, 2024. Upon a roll call vote, the following members of the Executive Committee voted yes:

The following noted voted no:

Secretary's Certification:

I certify that this resolution was duly adopted by the Executive Committee of the Michigan Municipal Services Authority at a properly noticed open meeting held with a quorum present on **September 8, 2023**.

MMSA Secretary



Michigan Municipal Services Authority

RESOLUTION 2023-03

FY 2023-2024 Budget Time Schedule

The Executive Committee (the “**Executive Committee**”) of the Michigan Municipal Services Authority (the “**Authority**”) hereby resolves that the following budget time schedule is approved for the Authority in compliance with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a, for the fiscal year ending on September 30, 2024:

On or About	Budget Process Item
April 15, 2023	Chief administrative officer requests the Authority’s provider of administrative services to provide information necessary and essential for preparation of recommended FY 2023-2024 budget, including for any budgetary centers of the Authority.
May 1, 2023	Authority’s provider of administrative services on behalf of any budgetary centers of the Authority present the chief administrative officer with information requested relating to FY 2023-2024 budget.
May 12, 2023	Chief administrative officer presents recommended FY 2023-2024 Budget and draft general appropriations act to the Executive Committee.
September 8, 2023	Public hearing on budget at regular meeting of the Executive Committee.
September 8, 2023	Executive Committee adopts budget.

Secretary’s Certification:

I certify that this resolution was duly adopted by the authority of the Executive Committee of the Michigan Municipal Services Authority at a properly noticed open meeting held with a quorum present on May 12, 2023.

By: _____
MMSA Secretary

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated ~~October~~ _____, ~~2021-2023~~ and is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the “**Authority**”) and VETTRAINO CONSULTING, LLC, a Michigan limited liability company (the “**Provider**”).

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.

Provider has extensive experience managing or providing management services to local governmental entities.

The Authority has been providing administrative services to Local Community Stabilization Authority (“**LCSA**”) pursuant to an administrative services agreement between the Authority and the LCSA.

The Authority wants Provider to provide administrative services to the LCSA, functioning as the LCSA Administrator on behalf of the Authority and Provider wants to provide those services to the Authority.

The parties therefore agree as follows:

1. **Services.** (a) Provider shall provide the professional services described in schedule 1 in a manner consistent with this agreement. Provider shall assign Jaymes Vettrano as the individual responsible for providing the professional services under this agreement. Provider shall not assign another individual to provide the professional services without the prior written approval of the Authority.

(b) Provider shall perform its obligations under this agreement in a professional and workmanlike manner in accordance with prevailing industry standards and practices, including the International City/County Management Association Code of Ethics. When providing services under this agreement, Provider shall comply with applicable law.

(c) Provider 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) ~~The parties anticipate that Provider will provide the Authority with approximately 24 hours of services per month.~~ The parties acknowledge the actual hours may vary depending upon workload due to the cyclical nature of the activities of the LCSA, payment schedules, and project schedules. Under all circumstances, regardless of hours, the Provider will fulfill the duties of this Agreement in a timely and professional manor.

(e) Provider shall provide the Authority with timely updates of its performance of services under this agreement as requested by Authority and in the format required by the Authority.

(f) The parties intend that Provider’s relationship to the Authority in providing services under this agreement be one of an independent contractor. Provider shall be responsible for

paying all taxes relating to amounts paid to Provider under this agreement. Provider will not be an employee of the Authority. Provider may not commit the Authority to any agreement without the Authority's prior written consent.

2. **Compensation.** (a) The Authority shall compensate Provider at the rate of \$3,420,600.00 per month starting on October 1, 2023. During the term of Term of this agreement, each October 1 the rate shall be increased by 4%.

(b) By the 10th day of each month Provider shall submit to the Authority an invoice for services rendered during the preceding month. Each invoice must include a general description of the services provided. The Authority may reject and refuse to pay for any services inconsistent with this agreement. Within 15 days of receiving an invoice, the Authority shall remit payment to Provider.

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

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

(b) Provider states that it is organized under Michigan law and in good standing and authorized to conduct business in Michigan.

(c) 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~~September 31, 2021~~14~~ unless terminated earlier pursuant to section 4(b). After ~~December~~September 31, ~~2021~~2024, this agreement will automatically renew for an additional month on the first day of each subsequent month, unless terminated pursuant to section 4(b).

(b) The Authority may terminate this agreement at any time, with cause, upon written notice to Provider. The Authority may terminate this agreement at any time, without cause, upon 30 days' written notice to Provider. Provider may terminate this agreement at any time upon 30 days' written notice to Provider. The parties may otherwise terminate this agreement by joint action of the parties.

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

5. **Insurance.** Provider shall procure and maintain commercial general liability insurance on an "occurrence basis" with liability limits of at least \$1,000,000.00 per occurrence for combined single limit, personal injury, bodily injury and property damage. The insurance coverage must include the following extensions: (1) contractual liability; (2) products and completed operations; (3) independent contractors coverage; and (4) broad form general liability extensions or equivalent coverage.

6. **Invention and Patent Rights.** (a) Provider 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 Provider may conceive or make solely or jointly with others during the term of this agreement or within six months 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 6a is held by Provider in a fiduciary capacity for the benefit of the Authority and is the sole and exclusive property of the Authority.

(c) Provider 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 6a:

- (1) assign and convey to the Authority in writing Provider's right, title, and interest;
- (2) assist the Authority and its agents in preparing patent applications;
- (3) sign and deliver applications described in section 6(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) Provider hereby irrevocably nominates and appoints the Authority as Provider's attorney-in-fact to sign and deliver documents and perform acts described in section 6(c) in the event of Provider'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 6(c) and in investing and perfecting title to the patents in the Authority. The Authority shall pay Provider for any time the Authority may require of Provider or for any services that may be required of Provider under section 6(c) after the term of this agreement at an hourly rate provided in schedule 3.

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

8. **Catastrophic Event.** (a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this 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 Catastrophic Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event, and (3) that party complies with its obligations under section 8(c).

(b) For purposes of this 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 agreement.

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; and
- (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: Michigan Municipal Services Authority
P.O. Box 12012
Lansing, MI 48909
Email: angela@ignitionmediagroup.com shall be sent to current Chairperson of the Michigan Municipal Services Authority and the current Director of the Michigan Municipal Services Authority

with copy to: Steven C. Liedel
Dykema Gossett PLLC
201 Townsend St., Ste. 900
Lansing, MI 48933
sliedel@dykema.com

To Provider: Vettraino Consulting, LLC
P.O. Box 82202
1891 Beaver Creek Dr.
Rochester, MI 48307
Attn: Jaymes Vettraino
Email: vettrainoconsulting@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.

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 is effective on the date stated in the introductory clause.

[signature pages follow]

MICHIGAN MUNICIPAL SERVICES AUTHORITY

By: _____
Angela Rogensues
Chairperson

VETTRAINO CONSULTING, LLC

By: _____
Jaymes Vettrains
Owner

SCHEDULE 1
SCOPE OF SERVICES

Subject to direction and supervision by the Authority, Provider shall provide administrative services to the Local Community Stabilization Authority (the “**LCSA**”) as its LCSA Administrator including all of the following:

- (1) Day-to-day coordination of the Authority’s provision of services to the LCSA;
- (2) administration of assessment and collection fees on behalf of the LCSA under the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act;
- (3) administration of other payments on behalf of the LCSA required under the Local Community Stabilization Authority Act;

110122.000001 4848-4967-4237.1 [– jv updated 05-04-23](#)



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

RESOLUTION 2023-04

Approve Administrative Services Agreement between Local Community Stabilization Authority and the Michigan Municipal Services Authority

The Local Community Stabilization Authority (the “**LCSA**”) wants to utilize the Michigan Municipal Services Authority (the “**MMSA**”) as its provider of administrative services, effective October 1, 2023.

The MMSA wants to provide administrative services to the LCSA.

The executive committee of the Michigan Municipal Services Authority therefore resolves:

- that the following administrative services agreement between the Local Community Stabilization Authority and the Michigan Municipal Services Authority is hereby approved:

“ADMINISTRATIVE SERVICES AGREEMENT

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

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

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

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

In addition to exercising certain functions, and responsibilities under the LCSA Act, the LCSA also exercises certain functions, and responsibilities of the former Metropolitan Extension Telecommunications Rights-of-Way Oversight Authority (the “**METRO Authority**”) pursuant to section 3 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, as amended, MCL 484.3103 (the “**METRO Act**”).



Michigan Municipal Services Authority

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

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

The parties therefore agree as follows:

1. **Functions and Responsibilities.** (a) As permitted by Act 8, the LCSA hereby transfers to the MMSA the administrative functions and responsibilities specified in schedule 1 (the “**Services**”). The MMSA shall perform the Services during the fiscal year beginning on October 1, 2022 and ending on September 30, 2023 and shall continue in subsequent fiscal years unless terminated by either party as provided in section 5.

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

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

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

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

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

(1) use Reasonable Efforts to provide the Services in a timely, effective, and competent manner; and



Michigan Municipal Services Authority

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- (2) comply with all laws and regulations applicable to the provision of Services and the performance of the MMSA's obligations under this agreement.

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

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

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

(e) If the LCSA receives a report of unlawful discrimination or harassment involving an MMSA employee assigned to provide Services to the MMSA under this agreement, the LCSA shall provide the report to the MMSA for investigation and determination by the MMSA.



Michigan Municipal Services Authority

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

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

3. **Compensation.** The LCSA shall pay the MMSA \$185,000.00 each fiscal year for the Services provided by the MMSA under this agreement. The MMSA shall invoice the LCSA in quarterly installments of \$46,250.00. The LCSA shall pay each invoice within 45 days of receipt. If this agreement is terminated before the end of a fiscal year, the LCSA shall pay the MMSA an amount for the Services prorated based on the number of days between the first day of that fiscal year and the effective date of the termination.

4. **Term.** Except as provided in sections 5, 6, or 7, this agreement is for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024, and shall continue in subsequent fiscal years unless terminated by either party as provided in section 5.

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

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

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

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



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

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

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

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

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

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



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Catastrophic Event, and (3) the Nonperforming Party complies with its obligations under section 8(b).

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

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

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

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

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

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



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12. **Notices.** 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.

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

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

(b) 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 12.

To the LCSA:

Chairperson, Local Community Stabilization Authority
Email: director@lcsami.gov

To the MMSA: Samantha Harkins

CEO, Michigan Municipal Services Authority
P.O. Box 12012
Lansing, MI 48909
Email: ceo@michiganmsa.org



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

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

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

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

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

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

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

18. **Effectiveness; Date.** This agreement will become effective when all parties have signed it and the signed agreement is filed with the secretary of state of the state of Michigan pursuant to Act 8. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature).



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

LOCAL COMMUNITY STABILIZATION
AUTHORITY

Date: _____, 2023

By: _____
Chairperson

MICHIGAN MUNICIPAL SERVICES
AUTHORITY

Date: May _____, 2023

By: _____
Samantha Harkins
Chief Executive Officer



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SCHEDULE 1

Administrative Functions and Responsibilities

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

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

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

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

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

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

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

- (1) preparing and posting notices of meetings required under the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275;
- (2) identifying and preparing facilities for meetings;
- (3) preparing draft agendas and materials for board members for use at authority council meetings in consultation with the LCSA's legal counsel;
- (4) preparing minutes of meetings and maintaining a record of all meeting minutes;
- (5) maintaining a record of LCSA bylaws and resolutions adopted of the LCSA Council;



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- (6) maintaining a record of LCSA contracts and a list of LCSA vendors with contact information;
- (7) attending LCSA Council meetings and updating LCSA Council members on administrative activities of the LCSA;
- (8) assisting LCSA Council members with needs relating to the attendance of members of the public at LCSA Council meetings;
- (9) cooperating with legal counsel, accountants, auditors, and other vendors retained by the LCSA in the provision of services to the LCSA Council; and
- (10) implementing all administrative decisions of the LCSA Council;
- (11) attending to other administrative matters as requested by the LCSA Council and as necessary to assure compliance with applicable law.

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

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

(i) **Communications.** Manage day-to-day communications with the public, other governmental entities, and providers under the METRO Act, including mail correspondence, e-mail, and telephone calls.

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

- that the chief executive officer is authorized on behalf of the Michigan Municipal Services Agreement to sign this agreement with the Local Community Stabilization Authority;
- that the secretary of the Michigan Municipal Services Agreement is directed to enter the text of the agreement in the minutes of the Michigan Municipal Services Agreement; and
- that the chief executive officer secretary of the Michigan Municipal Services Agreement is authorized to file with the Michigan secretary of state an agreement signed on behalf of both the Local Community Stabilization Authority and the Michigan Municipal Services Authority.



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Secretary's Certification:

I certify that this resolution was duly adopted by the executive committee of the Michigan Municipal Services Agreement at a properly-noticed open meeting held with a quorum present on _____, 2023.

By:

Kathleen Lomako
Secretary