

EXECUTIVE COMMITTEE RESOLUTION 2016-20

Approve First Amendment to Services Contract with the City of Detroit

The executive committee of the Michigan Municipal Services Authority (the "Authority") resolves that the chief executive officer of the Authority is authorized on behalf of the Authority to enter into an agreement with the City of Detroit (the "City") amending the contract between the City and the Authority (No. 2888656) to enable the City to pay for consulting services provided by The Segal Company (Midwest), Inc.

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 March 10, 2016.

By:

James Cambridge Authority Secretary

4817-4720-4654.1

DRAFT FIRST AMENDMENT TO SERVICES CONTRACT No. 2888656

This agreement is between the CITY OF DETROIT, a Michigan public body corporate (the "City") and the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the "Authority").

The City and the Authority entered into a services contract, No. 2888656, with an effective date of October 1, 2013 (the "Contract").

The parties want to provide for additional services under the agreement.

The parties therefore agree as follows:

- 1. **Defined Terms**. Defined terms used but not defined in this agreement are as defined in the Contract.
- 2. Amendment to Section 1.01. Section 1.01 of the Contract is hereby amended by inserting "Consulting Services under Section 2.01 and" after "include" in the second sentence of the definition of "Services".
- 3. **Amendment to Section 2.01.** Section 2.01 of the Contract is hereby amended by adding the following sentence to the end of section 2.01:

"The Contractor shall provide the City with consulting services relating to the administration of employee benefits and other Services under this Contract through its subcontractor, The Segal Company (Midwest), Inc., as requested by the City (the "Consulting Services") and in accordance with the terms and conditions of this Contract.".

4. **Amendment to Section 7.01.** Section 7.01 of the Contract is hereby amended by adding the following sentence to the end of section 7.01:

"Additionally, after May 31, 2016, the City shall pay the Contractor \$100.00 per hour for Consulting Services not to exceed \$15,000.00 in any one month."

5. **Effectiveness; Date.** This agreement will become effective when all of the 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).

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

			CITY OF DETROIT	
Date:	March, 2016	By:	Name:	
			Its:	
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MICHIGAN MUNICIPAL SERVICES AUTHORITY

Date:	March, 2016	, 2016	By:		
		10	Robert J. Bruner, Jr.		
				Chief Executive Officer	

4820-7067-0638.3