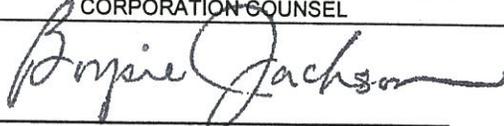


# CONTRACT TRANSMITTAL RECORD

**PERSONAL SERVICE**
                         
  **PROFESSIONAL SERVICE**

CHANGE ORDER #  
 STANDARD PO #  
 CONTRACT PO # 2909385

TYPE OF CONTRACT: (Check One) (IF APPLICABLE) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED	DEPARTMENT HEAD'S SIGNATURE  <div style="text-align: center; font-size: 2em;">GB</div>	DEPARTMENT NON-DEPARTMENTAL/ OFFICE OF THE CHIEF OPERATING OFFICER
FUNDING SOURCE % FEDERAL      STATE      CITY 100%   OTHER	DEPARTMENT CONTACT PERSON RENEE BAKER	PHONE NO. 313.224.4776
CONTRACTOR'S NAME: ERNST & YOUNG U.S. LLP		DATE PREPARED 6/3/2015
CONTRACTOR'S ADDRESS: 777 WOODWARD AVE., 9 <sup>TH</sup> FLR. DETROIT, MICHIGAN 48226	CHANGE <input type="checkbox"/> CURRENT CONTRACT AMOUNT    \$800,000.00 CONTRACT CHANGE AMOUNT      \$ TOTAL CONTRACT AMOUNT        \$	
PHONE NO. 212.773.3382	<input type="checkbox"/> CORPORATION <input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 34-6565596		
PURPOSE OF CONTRACT: TO PROVIDE A FINANCIAL ANALYSIS FOR THE CITY OF DETROIT AND THE GREAT LAKES WATER AUTHORITY FOR THE SEPARATION OF THE CITY OF DETROIT WATER AND SEWERAGE DEPARTMENT TO A WHOLE SALE WATER AND SEWERAGE BUSINESS.		
LENGTH OF CONTRACT: UPON FRC APPROVAL THROUGH SEPTEMBER 30, 2015		
ACCOUNT STRING: 1000 - 350045 - 000000 - 617900 - 13224 - 000000 - 00000		

TIME & DATE IN	APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE	TIME & DATE IN
	REQUESTING DEPARTMENT  <div style="text-align: center; font-size: 2em;">GB</div> _____ AUTHORIZED DEPARTMENT REPRESENTATIVE	
	BUDGET <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  _____ BUDGET DIRECTOR OR DEPUTY	
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  _____ GRANT DIRECTOR OR DEPUTY	
	FINANCE DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  _____ FINANCE DIRECTOR OR DEPUTY	
	LAW DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  _____ CORPORATION COUNSEL	
	OFFICE OF CONTRACTING AND PROCUREMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL  <div style="text-align: center; font-size: 1.5em;">                       _____                      CHIEF PROCUREMENT OFFICER OR DEPUTY                 </div>	
	CITY COUNCIL APPROVAL:    DATE <b>JUN 23 2015</b>	<b>FRC APPROVAL</b>
	FINANCIAL REVIEW COMMISSION APPROVAL:    DATE _____	<b>JUL 27 2015</b>



Ernst & Young LLP  
5 Times Square  
New York, NY 10036  
Tel: +1 (212) 773-3000  
www.ey.com

Great Lakes Water Authority  
Attention: Gary A. Brown  
2 Woodward Avenue, 11<sup>th</sup> floor  
Detroit, MI 48226

February 9<sup>th</sup>, 2015

Dear Mr. Brown:

Thank you for choosing Ernst & Young LLP (“we” or “EY”) to perform professional services (the “Services”) for the Great Lakes Water Authority (“you” or “Client”). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this “Agreement”). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Joseph Fontana at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact us so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

*Ernst & Young LLP*

AGREED:

Great Lakes Water Authority

By: \_\_\_\_\_

## General Terms and Conditions

### Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“AICPA”).
2. We are a member of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

### Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“Client Information”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

### Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
  - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
  - (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),
  - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
  - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (“Tax Advice”). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

## Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

## Indemnity

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party's use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

## Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
22. Upon payment for particular Services and subject to the other terms of this Agreements, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

## Confidentiality

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
  - (a) is or becomes public other than through a breach of this Agreement,
  - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
  - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
  - (e) must be disclosed under applicable law, legal process or professional regulations.
24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at [www.ey.com](http://www.ey.com)) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "Process") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial

accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of the Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

## Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the European Union Safe Harbor program of the U.S. Department of Commerce, in which EY participates. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.
28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("**Restricted Personal Data**"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

## Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

## Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

## Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either

of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

### **Governing law and dispute resolution**

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix I to these Terms and Conditions.

### **Miscellaneous**

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.

39. Both of us may execute this Agreement (including the Statement of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or the Statement of Work.

40. Each of us represents to the other that each person signing this Agreement or the Statement of Work on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.

41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.

42. Neither of us may assign any of our rights, obligations or claims under this Agreement.

43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.

45. Neither of us may use or reference the other's name, logo or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.

46. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designee there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time, an affiliate of ours, providing Services as a subcontractor to us, may bill you directly for fees incurred for work outside the US, in local currency or otherwise.

## **Appendix 1**

### **Dispute resolution procedures**

#### **Mediation**

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

#### **Arbitration**

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.



Building a better  
working world

**City of Detroit – Great Lakes Water Authority  
Rate Design and Separation Assignment  
Statement of Work**

This Statement of Work, dated February 9, 2015 (this “SOW”), is made by Ernst & Young LLP (“we” or “EY”) and the Great Lakes Water Authority (“GLWA”, “you” or “Client”), pursuant to the Agreement, dated February 9, 2015 (the “Agreement”), between EY and GLWA .

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the transaction advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

**Scope of services**

As the City of Detroit (“City”) and the Great Lakes Water Authority (“GLWA”) move forward with the separation of the City’s existing Detroit Water & Sewer Department, (“DWSD”) into a wholesale water and sewer business to be operated by GLWA, and a retail water and sewer business (“DWSD-R”) to be operated by the City of Detroit we will assist with I) the development of a DWSD-R rate model, II) financial analysis of the utilization of the \$50 million annual lease payment, III) support of transition matters and IV) identification of matters that the City of Detroit and GLWA will need to evaluate in successfully completing the separation of DWSD that could result in new statements of work. The scope of services (the “Services”) will include the following:

**I. Development of DWSD rate model for both Water and Waste-Water**

**A. Initial analysis of retail rate structure of DWSD**

1. Analyze the principles utilized by DWSD to determine the system’s revenue requirement by:
  - a. Making inquiries of management and DWSD consultants on the principles utilized to determine the system revenue requirements
  - b. Inquire if there have been any significant changes in these principles to determine revenue requirement
  - c. Specifically inquire about i) use of test year data, ii) known and measurable adjustments to test year data, iii) cash methodology of rate setting vs. IOU model, iv) deferral of costs, v) methodology for estimating sales, vi) utilization of debt and other reserves, vii) bad debts, viii) non-metered revenue, ix) debt service coverage ratio targets, x) multi-year approach vs. one year approach, xi) mix of utilizing fixed service charge and volume charges and xii) approach to volumetric charges

2. Determine the methodology utilized by DWSD to allocate the system's cost of service to the retail business and assess whether similar methodology should be used going forward or changes should be made.
  - a. Understand the process through which costs used for rate-making purposes are tracked and captured, including the various departments, accounting systems, and information flows involved. Identify the various budget accounts used in the determination of costs and assess whether certain accounts should be added and / or removed.
  - b. Determine the nature of DWSD costs that are i) directly related to DWSD-R, ii) indirectly related to DWSD-R and allocated based upon cost-causation principles that identify a specific ratio, (eg. rent costs allocated based upon square feet) and iii) indirect costs that are allocated based upon multiple ratios, (eg. Finance organization costs allocated based upon, assets, sales and employees)
  - c. Consider if any costs, other than bad debt expense, are being subsidized by wholesale customers that will need to be fully recovered by retail customers after the separation
  - d. Consider if any costs are currently being subsidized by retail customers that will reduce the cost of service for the retail business after the separation
3. Assess whether the current rate calculation methodology properly recovers the costs incurred, or whether there is a potential under / over recovery of such costs. If so, propose changes to the method currently used.
  - a. For the past five years, evaluate the reasons why rate increases were required,(i.e., lower than forecasted sales, higher than expected O&M costs, higher than expected debt financing costs)
  - b. Consider the lag period between the time the revenue requirement is determined and new rates are implemented
4. Prepare a report summarizing the findings

#### **B. DWSD-R's Rate Design**

1. Based upon the work performed above, determine if the existing approach is appropriate for DWSD-R rates upon separation or if changes should be made in rate design.
2. Draft or amend existing principles for City of Detroit to consider in developing DWSD-R rates, including but not limited to: sales forecast methodology, utilization of test year data, utilization of adjustments to costs for known and measurable changes, receipt of \$50 million lease payment, debt service coverage ratios, assumptions regarding capital costs to be financed, and fixed service charge and volumetric charges
3. Develop a multi-year rate model based upon :
  - a. Principles identified in step B2 above

- b. Forecast information developed by DWSD relating to DWSD-R
  - c. New costs that may be incurred by DWSD-R as a stand alone business
  - d. Costs included in the forecast that may no longer be incurred as a stand-alone business
  - e. Changes to the cost structure of DWSD-R as the separation continues to evolve
  - f. Impact of \$50 million lease payment in the revenue requirement
  - g. Impact of the MOU agreement on bad debts within DWSD-R's revenue requirement
4. Advise on the development of the new rate design model for retail rates to be implemented for DWSD-R post separation
- a. Suggest proposed adjustment to rates by customer based upon the work performed

## **II. Financial analysis of the utilization of the \$50 million annual lease payment**

- a. Consider how the City could utilize the \$50 million gross payment for the lease of the wholesale assets
- b. Within rate model determine impact of various options

## **III. Support of transition matters**

- a. Assess current status and readiness for the creation and operation of the shared services organization to support GLWA and DWSD-R
- b. Provide feedback to City CFO and COO on the progress of the transition teams and the impact that their progress may have on rate design for DWSD-R

## **IV. DWSD-R and GLWA separation assessment**

1. Identify matters that the City and GLWA will need to consider for the establishment of the shared services organization that may not currently be addressed by any transition team and that could result in incremental services that are not covered by this statement of work including:
- a. DWSD operating model assessment and gap analysis to future state shared services organization operating model
  - b. Defining roles and responsibilities of the shared services organization employees

- c. Defining the terms of the transition services agreements (“TSA”) and service level agreements between the shared service organization and GLWA and DWSD-R
  - d. Documenting the policies and procedures for transaction processing reflecting the bifurcation of GLWA and DWSD-R
  - e. Analyzing and developing the allocation methodology for shared service organization costs
  - f. Advising on the separation and establishment of separate chart of accounts for GLWA and DWSD-R in order to properly record transactions and generate separate financial statements
  - g. Change management and communications for impacted stakeholders of the shared services organization
2. Identify matters, other than those related to the shared services organization, which the City and GLWA will need to consider for a successful separation of DWSD that may not currently be addressed by any transition team and that could result in incremental services that are not covered by this statement of work.

We will provide you with periodic progress updates and, at your request, meet with you periodically to review our results.

We will prepare the following deliverables:

1. Due diligence report with our observations and recommendations on DWSD’s recent rate design
2. Analysis and model of the go-forward rate design for DWSD-R
3. Summary of key findings, risks and interdependencies for establishing the shared services organization and recommendations on priority next steps.

### **Limitations on scope**

We will not identify, address or correct any errors or defects in your or the DWSD’s computer systems, other devices or components thereof (“Systems”), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential buyer or seller (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

### **Your specific obligations**

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (“Securities Laws”) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this Agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof. You have obtained the prior approval of your Audit Committee for these Services, as applicable.

The completion of our work and deliverables is contingent upon cooperation and access to data (e.g. historical rate design model) to be provided by the third-party consultant who has performed the rate design for the City of Detroit and DWSD.

### **Specific additional terms and conditions**

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review or examination of any entity’s financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts, nor will we render any opinion as to the fairness or advisability of the proposed transaction or any other transaction.

For purposes of this SOW, Client Information shall include all information and data relating to DWSD, delivered to us by or on behalf of you or DWSD.

Our Reports may contain advice or communications that may be privileged under Internal Revenue Code Section 7525. If such information is provided to persons other than your management, directors, or your legal counsel involved in its preparation or responsible for determining whether to implement it, you may waive such privilege.

You should be aware that the Internal Revenue Code imposes a penalty on an underpayment of tax attributable to any disallowance of claimed tax benefits because a transaction entered into after March 30, 2010, lacks “economic substance.” The penalty rate is 20 percent if the transaction is adequately disclosed to the IRS, with the penalty rate increased to 40 percent if the transaction is not adequately disclosed in the relevant tax return or attachment to that return. As the penalty is one of strict liability, a taxpayer cannot show reasonable cause for the avoidance of the economic substance penalty by establishing reliance on the tax advice of a qualified advisor. Accordingly, our Tax Advice cannot provide any assurance that the claimed tax benefits of a transaction entered into after March 30, 2010 would not be subject to disallowance by reason of

a determination by the IRS or the courts that a transaction lacks economic substance or fails to meet the requirements of any similar rule of law, nor can Tax Advice that we provide be relied upon to protect against applicable penalties that may be asserted if it is determined that the transaction lacked economic substance where otherwise required.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We will base any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by their vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

Where our written consent under the Agreement is required for you to disclose to a third party any of our Reports (other than Tax Advice), we will also require that third party to execute a non-reliance and release letter acceptable to us in form and substance.

If we receive a request from a third party for any information relating to our Tax Advice, we will notify you and will not release any such information unless you have executed an appropriate written consent authorizing such disclosure and the third party has executed a non-reliance and release letter acceptable to us in form and substance.

EY and other EY Firms may render professional services to other clients in your industry, including in connection with a proposed transaction involving GLWA and DWSD. You agree that any EY Firm may provide the Services under this SOW, as well as services to other such parties, as long as (a) no member of the EY team performing the Services under this SOW (the "EY Team") is part of any team serving other clients in connection with a transaction involving DWSD, and (b) the EY Team does not disclose to any other such team any confidential information relating to you (except as required by applicable law, regulation or professional obligation), in either case without your prior written consent.

We will not assist in the preparation of the DWSD's prospective financial information ("PFI") or in the development of any assumptions therein and therefore we shall only proceed to comment on PFI if we consider it to be of sufficient quality and completeness and if DWSD's management has provided sufficient information to explain the basis of key assumptions. Our report may include tables showing or aggregating quantified sensitivities in order to illustrate by way of adjustment the effects of possible alternative assumptions. Those tables should not be regarded as a restatement of DWSD's and/or DWSD's management's PFI, or preparation of revised PFI; they will be provided as a means of summarizing our findings and recommendations illustrating the possible effects of alternative assumptions to assist you in considering their implications for the Transaction. It will be your responsibility to consider our findings and make your own decision based on the information available to you, including such findings and recommendations, and you agree that we do not take any responsibility for any PFI or underlying assumptions.

We will reach factually based conclusions and make recommendations about specific assumptions and components of the PFI herein, where we have sufficient evidence to provide a reasonable basis for them. We will not provide any opinion or any type of assurance about specific assumptions or components of the PFI or on the PFI as a whole.

There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievement of projected results.

To facilitate performance of the Services, we may (and may, subject to additional terms and conditions, including license agreements, permit your authorized representatives to) use, certain software and tools that allow us to collaborate with you electronically, including Ernst & Young *eRoom* (collectively, "Collaboration Tools"). You shall not, and shall not permit third parties to, copy or modify any Collaboration Tools, or decompile, reverse engineer, or in any way derive any source code from, or create any derivative work of, any Collaboration Tools. COLLABORATION TOOLS ARE PROVIDED "AS IS," AND NONE OF EY OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF ANY COLLABORATION TOOL MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ENGAGEMENT TOOL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, TITLE, OR THAT THE OPERATION OF ANY COLLABORATION TOOL WILL BE UNINTERRUPTED, ERROR FREE OR THAT IT WILL BE COMPATIBLE WITH ANY OF YOUR HARDWARE OR SOFTWARE. EY WILL NOT SUPPORT, MAINTAIN OR UPGRADE ANY COLLABORATION TOOL. YOU ASSUME SOLE RESPONSIBILITY FOR THE USE OF ANY COLLABORATION TOOL AND THE RESULTS THEREOF. Your use of Collaboration Tools (or use on your behalf) is not a substitute for any documentation or system of records you must create or maintain pursuant to law, including, without limitation, Internal Revenue Code Section 6001. You alone are responsible for maintaining separate copies of any documentation you input into any Collaboration Tool.]

After the Services under this SOW have been completed, we may disclose to present or prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

### **Timetable**

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services during the period from February 9, 2015 to June 30, 2015.

**Contacts**

You have identified Gary Brown and David Massaron as your primary contacts with whom we should communicate about these Services. Your contact at EY for these Services will be Joe Fontana.

**Fees**

The General Terms and Conditions of the Agreement address our fees and expenses generally.

Our fees for the Services will be based on a discount that will range between 30%-70% relative to our standard hourly rates and the professionals utilized. We will bill out each of our professionals at a blended rate of \$450 hours.

We will be billing our fees and expenses every two weeks. We will adjust our staffing periodically based on a mutual agreement with you.

Based on the information that you have provided us to date and our discussions with you about the nature and scope of the Services to be performed, our aggregate professional fees for the Services are expected to be \$500,000 exclusive of out-of-pocket expenses. Should out of pocket expenses exceed \$300,000, we will need to receive pre-approval for any additional out of pocket expenses.

In the event the Timetable or Scope needs to be amended and/or extended, we will work in conjunction with your team.

Your obligation to pay our fees and expenses is not contingent upon the results of the Services or the consummation of the proposed transaction.

In witness whereof, the parties have executed this SOW as of the date set forth above.

*Ernst + Young LLP*

Great Lakes Water Authority

By: \_\_\_\_\_  
Name:  
Title:



**City of Detroit – Great Lakes Water Authority  
Rate Design and Separation Assignment  
Statement of Work**

This Statement of Work, dated February 9, 2015 (this “SOW”), is made by Ernst & Young LLP (“we” or “EY”) and the Great Lakes Water Authority (“GLWA”, “you” or “Client”), pursuant to the Agreement, dated February 9, 2015 (the “Agreement”), between EY and GLWA .

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the transaction advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

**Scope of services**

As the City of Detroit (“City”) and the Great Lakes Water Authority (“GLWA”) move forward with the separation of the City’s existing Detroit Water & Sewer Department, (“DWSD”) into a wholesale water and sewer business to be operated by GLWA, and a retail water and sewer business (“DWSD-R”) to be operated by the City of Detroit we will assist with I) the development of a DWSD-R rate model, II) financial analysis of the utilization of the \$50 million annual lease payment, III) support of transition matters and IV) identification of matters that the City of Detroit and GLWA will need to evaluate in successfully completing the separation of DWSD that could result in new statements of work. The scope of services (the “Services”) will include the following:

**I. Development of DWSD rate model for both Water and Waste-Water**

**A. Initial analysis of retail rate structure of DWSD**

1. Analyze the principles utilized by DWSD to determine the system’s revenue requirement by:
  - a. Making inquiries of management and DWSD consultants on the principles utilized to determine the system revenue requirements
  - b. Inquire if there have been any significant changes in these principles to determine revenue requirement
  - c. Specifically inquire about i) use of test year data, ii) known and measurable adjustments to test year data, iii) cash methodology of rate setting vs. IOU model, iv) deferral of costs, v) methodology for estimating sales, vi) utilization of debt and other reserves, vii) bad debts, viii) non-metered revenue, ix) debt service coverage ratio targets, x) multi-year approach vs. one year approach, xi) mix of utilizing fixed service charge and volume charges and xii) approach to volumetric charges

2. Determine the methodology utilized by DWSD to allocate the system's cost of service to the retail business and assess whether similar methodology should be used going forward or changes should be made.
  - a. Understand the process through which costs used for rate-making purposes are tracked and captured, including the various departments, accounting systems, and information flows involved. Identify the various budget accounts used in the determination of costs and assess whether certain accounts should be added and / or removed.
  - b. Determine the nature of DWSD costs that are i) directly related to DWSD-R, ii) indirectly related to DWSD-R and allocated based upon cost-causation principles that identify a specific ratio, (eg. rent costs allocated based upon square feet) and iii) indirect costs that are allocated based upon multiple ratios, (eg. Finance organization costs allocated based upon, assets, sales and employees)
  - c. Consider if any costs, other than bad debt expense, are being subsidized by wholesale customers that will need to be fully recovered by retail customers after the separation
  - d. Consider if any costs are currently being subsidized by retail customers that will reduce the cost of service for the retail business after the separation
3. Assess whether the current rate calculation methodology properly recovers the costs incurred, or whether there is a potential under / over recovery of such costs. If so, propose changes to the method currently used.
  - a. For the past five years, evaluate the reasons why rate increases were required, (i.e., lower than forecasted sales, higher than expected O&M costs, higher than expected debt financing costs)
  - b. Consider the lag period between the time the revenue requirement is determined and new rates are implemented
4. Prepare a report summarizing the findings

#### **B. DWSD-R's Rate Design**

1. Based upon the work performed above, determine if the existing approach is appropriate for DWSD-R rates upon separation or if changes should be made in rate design.
2. Draft or amend existing principles for City of Detroit to consider in developing DWSD-R rates, including but not limited to: sales forecast methodology, utilization of test year data, utilization of adjustments to costs for known and measurable changes, receipt of \$50 million lease payment, debt service coverage ratios, assumptions regarding capital costs to be financed, and fixed service charge and volumetric charges
3. Develop a multi-year rate model based upon :
  - a. Principles identified in step B2 above

- b. Forecast information developed by DWSD relating to DWSD-R
  - c. New costs that may be incurred by DWSD-R as a stand alone business
  - d. Costs included in the forecast that may no longer be incurred as a stand-alone business
  - e. Changes to the cost structure of DWSD-R as the separation continues to evolve
  - f. Impact of \$50 million lease payment in the revenue requirement
  - g. Impact of the MOU agreement on bad debts within DWSD-R's revenue requirement
4. Advise on the development of the new rate design model for retail rates to be implemented for DWSD-R post separation
- a. Suggest proposed adjustment to rates by customer based upon the work performed

**II. Financial analysis of the utilization of the \$50 million annual lease payment**

- a. Consider how the City could utilize the \$50 million gross payment for the lease of the wholesale assets
- b. Within rate model determine impact of various options

**III. Support of transition matters**

- a. Assess current status and readiness for the creation and operation of the shared services organization to support GLWA and DWSD-R
- b. Provide feedback to City CFO and COO on the progress of the transition teams and the impact that their progress may have on rate design for DWSD-R

**IV. DWSD-R and GLWA separation assessment**

1. Identify matters that the City and GLWA will need to consider for the establishment of the shared services organization that may not currently be addressed by any transition team and that could result in incremental services that are not covered by this statement of work including:
- a. DWSD operating model assessment and gap analysis to future state shared services organization operating model
  - b. Defining roles and responsibilities of the shared services organization employees

- c. Defining the terms of the transition services agreements (“TSA”) and service level agreements between the shared service organization and GLWA and DWSD-R
  - d. Documenting the policies and procedures for transaction processing reflecting the bifurcation of GLWA and DWSD-R
  - e. Analyzing and developing the allocation methodology for shared service organization costs
  - f. Advising on the separation and establishment of separate chart of accounts for GLWA and DWSD-R in order to properly record transactions and generate separate financial statements
  - g. Change management and communications for impacted stakeholders of the shared services organization
2. Identify matters, other than those related to the shared services organization, which the City and GLWA will need to consider for a successful separation of DWSD that may not currently be addressed by any transition team and that could result in incremental services that are not covered by this statement of work.

We will provide you with periodic progress updates and, at your request, meet with you periodically to review our results.

We will prepare the following deliverables:

1. Due diligence report with our observations and recommendations on DWSD’s recent rate design
2. Analysis and model of the go-forward rate design for DWSD-R
3. Summary of key findings, risks and interdependencies for establishing the shared services organization and recommendations on priority next steps.

### **Limitations on scope**

We will not identify, address or correct any errors or defects in your or the DWSD’s computer systems, other devices or components thereof (“Systems”), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential buyer or seller (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

### **Your specific obligations**

You will not, and you will not permit others to, quote or refer to the Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this Agreement.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, your obligations under paragraphs 11 and 12, and your representation, as of the date hereof, under paragraph 26 thereof. You have obtained the prior approval of your Audit Committee for these Services, as applicable.

The completion of our work and deliverables is contingent upon cooperation and access to data (e.g. historical rate design model) to be provided by the third-party consultant who has performed the rate design for the City of Detroit and DWSD.

### **Specific additional terms and conditions**

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a determination by the IRS or the courts that a transaction lacks economic substance or fails to meet the requirements of any similar rule of law, nor can Tax Advice that we provide be relied upon to protect against applicable penalties that may be asserted if it is determined that the transaction lacked economic substance where otherwise required.

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If we receive a request from a third party for any information relating to our Tax Advice, we will notify you and will not release any such information unless you have executed an appropriate written consent authorizing such disclosure and the third party has executed a non-reliance and release letter acceptable to us in form and substance.

EY and other EY Firms may render professional services to other clients in your industry, including in connection with a proposed transaction involving GLWA and DWSD. You agree that any EY Firm may provide the Services under this SOW, as well as services to other such parties, as long as (a) no member of the EY team performing the Services under this SOW (the "EY Team") is part of any team serving other clients in connection with a transaction involving DWSD, and (b) the EY Team does not disclose to any other such team any confidential information relating to you (except as required by applicable law, regulation or professional obligation), in either case without your prior written consent.

We will not assist in the preparation of the DWSD's prospective financial information ("PFI") or in the development of any assumptions therein and therefore we shall only proceed to comment on PFI if we consider it to be of sufficient quality and completeness and if DWSD's management has provided sufficient information to explain the basis of key assumptions. Our report may include tables showing or aggregating quantified sensitivities in order to illustrate by way of adjustment the effects of possible alternative assumptions. Those tables should not be regarded as a restatement of DWSD's and/or DWSD's management's PFI, or preparation of revised PFI; they will be provided as a means of summarizing our findings and recommendations illustrating the possible effects of alternative assumptions to assist you in considering their implications for the Transaction. It will be your responsibility to consider our findings and make your own decision based on the information available to you, including such findings and recommendations, and you agree that we do not take any responsibility for any PFI or underlying assumptions.

We will reach factually based conclusions and make recommendations about specific assumptions and components of the PFI herein, where we have sufficient evidence to provide a reasonable basis for them. We will not provide any opinion or any type of assurance about specific assumptions or components of the PFI or on the PFI as a whole.

There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievement of projected results.

To facilitate performance of the Services, we may (and may, subject to additional terms and conditions, including license agreements, permit your authorized representatives to) use, certain software and tools that allow us to collaborate with you electronically, including Ernst & Young *eRoom* (collectively, "Collaboration Tools"). You shall not, and shall not permit third parties to, copy or modify any Collaboration Tools, or decompile, reverse engineer, or in any way derive any source code from, or create any derivative work of, any Collaboration Tools. COLLABORATION TOOLS ARE PROVIDED "AS IS," AND NONE OF EY OR ANY OTHER PARTY INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF ANY COLLABORATION TOOL MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ENGAGEMENT TOOL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, TITLE, OR THAT THE OPERATION OF ANY COLLABORATION TOOL WILL BE UNINTERRUPTED, ERROR FREE OR THAT IT WILL BE COMPATIBLE WITH ANY OF YOUR HARDWARE OR SOFTWARE. EY WILL NOT SUPPORT, MAINTAIN OR UPGRADE ANY COLLABORATION TOOL. YOU ASSUME SOLE RESPONSIBILITY FOR THE USE OF ANY COLLABORATION TOOL AND THE RESULTS THEREOF. Your use of Collaboration Tools (or use on your behalf) is not a substitute for any documentation or system of records you must create or maintain pursuant to law, including, without limitation, Internal Revenue Code Section 6001. You alone are responsible for maintaining separate copies of any documentation you input into any Collaboration Tool.]

After the Services under this SOW have been completed, we may disclose to present or prospective clients, or otherwise in our marketing materials, that we have performed the Services for you, and we may use your name solely for that purpose, in accordance with applicable professional obligations. In addition, we may use your name, trademark, service mark and logo as reasonably necessary to perform the Services and in correspondence, including proposals, from us to you.

### **Timetable**

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services during the period from February 9, 2015 to June 30, 2015.

**Contacts**

You have identified Gary Brown and David Massaron as your primary contacts with whom we should communicate about these Services. Your contact at EY for these Services will be Joe Fontana.

**Fees**

The General Terms and Conditions of the Agreement address our fees and expenses generally.

Our fees for the Services will be based on a discount that will range between 30%-70% relative to our standard hourly rates and the professionals utilized. We will bill out each of our professionals at a blended rate of \$450 hours.

We will be billing our fees and expenses every two weeks. We will adjust our staffing periodically based on a mutual agreement with you.

Based on the information that you have provided us to date and our discussions with you about the nature and scope of the Services to be performed, our aggregate professional fees for the Services are expected to be \$500,000 exclusive of out-of-pocket expenses. Should out of pocket expenses exceed \$300,000, we will need to receive pre-approval for any additional out of pocket expenses.

In the event the Timetable or Scope needs to be amended and/or extended, we will work in conjunction with your team.

Your obligation to pay our fees and expenses is not contingent upon the results of the Services or the consummation of the proposed transaction.

In witness whereof, the parties have executed this SOW as of the date set forth above.

*Ernst + Young LLP*

Great Lakes Water Authority

By: \_\_\_\_\_

Name:

Title:



Ernst & Young LLP  
5 Times Square  
New York, NY 10036  
Tel: +1 (212) 773-3000  
www.ey.com

Great Lakes Water Authority  
Attention: Gary A. Brown  
2 Woodward Avenue, 11<sup>th</sup> floor  
Detroit, MI 48226

February 9<sup>th</sup>, 2015

Dear Mr. Brown:

Thank you for choosing Ernst & Young LLP (“we” or “EY”) to perform professional services (the “Services”) for the Great Lakes Water Authority (“you” or “Client”). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this “Agreement”). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Joseph Fontana at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact us so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

*Ernst & Young LLP*

AGREED:

Great Lakes Water Authority

By: \_\_\_\_\_

## General Terms and Conditions

### Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“AICPA”).
2. We are a member of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

### Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“Client Information”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

### Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
  - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
  - (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),
  - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
  - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (“Tax Advice”). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

## Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“EY Persons”). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

## Indemnity

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party’s use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

## Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license (“Materials”) in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
22. Upon payment for particular Services and subject to the other terms of this Agreements, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

## Confidentiality

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
  - (a) is or becomes public other than through a breach of this Agreement,
  - (b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
  - (d) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or
  - (e) must be disclosed under applicable law, legal process or professional regulations.
24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at [www.ey.com](http://www.ey.com)) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, “Process”) it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial

accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of the Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

## Data protection

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the European Union Safe Harbor program of the U.S. Department of Commerce, in which EY participates. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.
28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("**Restricted Personal Data**"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

## Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

## Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

## Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either

of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

### **Governing law and dispute resolution**

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix 1 to these Terms and Conditions.

### **Miscellaneous**

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including the Statement of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or the Statement of Work.
40. Each of us represents to the other that each person signing this Agreement or the Statement of Work on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.

42. Neither of us may assign any of our rights, obligations or claims under this Agreement.
43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use or reference the other's name, logo or trademarks publically without the other's prior written consent, although we may publically identify you as a client in connection with specific Services or generally.
46. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designee there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time, an affiliate of ours, providing Services as a subcontractor to us, may bill you directly for fees incurred for work outside the US, in local currency or otherwise.

## **Appendix 1**

### **Dispute resolution procedures**

#### **Mediation**

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

#### **Arbitration**

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.



Ernst & Young LLP  
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New York, NY 10036  
Tel: +1 (212) 773-3000  
www.ey.com

Great Lakes Water Authority  
Attention: Gary A. Brown  
2 Woodward Avenue, 11<sup>th</sup> floor  
Detroit, MI 48226

February 9<sup>th</sup>, 2015

Dear Mr. Brown:

Thank you for choosing Ernst & Young LLP (“we” or “EY”) to perform professional services (the “Services”) for the Great Lakes Water Authority (“you” or “Client”). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this “Agreement”). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Joseph Fontana at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact us so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

*Ernst & Young LLP*

AGREED:

Great Lakes Water Authority

By: \_\_\_\_\_

## General Terms and Conditions

### Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants (“AICPA”).
2. We are a member of the global network of Ernst & Young firms (“EY Firms”), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

### Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf (“Client Information”) will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.

10. You shall be responsible for your personnel’s compliance with your obligations under this Agreement.

### Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement (“Reports”), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
  - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
  - (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),
  - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
  - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate (“Tax Advice”). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.
14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.

15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

## Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“EY Persons”). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

## Indemnity

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party’s use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

## Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license (“Materials”) in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
22. Upon payment for particular Services and subject to the other terms of this Agreements, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

## Confidentiality

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
  - (a) is or becomes public other than through a breach of this Agreement,
  - (b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
  - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
  - (d) is disclosed as necessary to enforce the recipient’s rights under this Agreement, or
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24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.
25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at [www.ey.com](http://www.ey.com)) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, “Process”) it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial

accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of the Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

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27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including, where applicable, the European Union Safe Harbor program of the U.S. Department of Commerce, in which EY participates. We will require any service provider that Processes Personal Data on our behalf to adhere to such requirements. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.
28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("**Restricted Personal Data**"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

## Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

## Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

## Term and termination

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either

of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

## **Governing law and dispute resolution**

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix I to these Terms and Conditions.

## **Miscellaneous**

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including the Statement of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or the Statement of Work.
40. Each of us represents to the other that each person signing this Agreement or the Statement of Work on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
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## **Appendix 1**

### **Dispute resolution procedures**

#### **Mediation**

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

#### **Arbitration**

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Use the TAB key to advance when completing this form on-line.

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Last, First, Middle

Preferred Name: \_\_\_\_\_ Social Security (optional): \_\_\_\_\_

Other names presently or formerly used: \_\_\_\_\_

Present Address: \_\_\_\_\_ Permanent Address: \_\_\_\_\_

Street \_\_\_\_\_ Street \_\_\_\_\_

City, State Zip \_\_\_\_\_ City, State Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Phone No. \_\_\_\_\_

Please indicate your top two contact preferences with a Check or an "X".

Present Phone No.  Permanent Phone No.

Business Phone: \_\_\_\_\_

Primary E-Mail Address: \_\_\_\_\_

Cellular Phone: \_\_\_\_\_

Other E-Mail Address: \_\_\_\_\_

What type of position are you applying for?  Full Time Position  Part Time Position

**Home Addresses**

List other addresses for the last ten years, with the most recent address first.

Street Address	City/State	Zip Code	From	To

**Education**

**High School**

_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name	City	State	Graduate?

Please list all Colleges/Universities attended.

College/University	1.	2.	3.
City, State			
Dates Attended (Month, Year)	From To	From To	From To
Degree, Graduation Date			
Major			
Minor			
Overall GPA			
GPA in Major			

**Employment History**

**This section must be completed in its entirety. Begin list with current/most recent employer.  
Please submit résumé with application via e-mail or US Mail.**

	Last or Present Employer		Next Previous		Next Previous	
Employer Name						
Address						
Phone Number						
Supervisor Name & Title						
Your Title						
Dates, Month & Year	From	To	From	To	From	To
Base Salary	Start	Ending	Start	Ending	Start	Ending
Bonus/Other Compensation						
Reason for Leaving						
Voluntary/Involuntary						

May we contact your current employer for reference purposes at this time?

Yes  No

If applying for a specific position with Ernst & Young LLP, how did you learn about this opportunity?

Annual Compensation Requested: \_\_\_\_\_

**Professional Certifications, Organizational Affiliations and Special Skills**

CPA Status:

Parts Taken/Passed \_\_\_\_\_

State \_\_\_\_\_

License # \_\_\_\_\_

Active?  Yes  No

List other professional certifications you have or are pursuing:	
List all professional and organizational affiliations:	
List technology skills: (SAP, Oracle, PeopleSoft, Lotus Notes, other)	
List language skills:	

**Professional References**

Please list three individuals as professional references. Family members and/or other relatives should not be included.

	Reference 1	Reference 2	Reference 3
Name / Title			
Employer			
Address			
Business Phone Number			
Home Phone Number			
Relationship to Reference			

**Questionnaire**

1. Are you legally authorized to work for Ernst & Young in the U.S. beyond a practical training period?  
(Proof sufficient to satisfy U.S. immigration laws is a requirement of employment.)  Yes  No
  - 1a. Will you now or in the future require sponsorship for employment visa status  
(e.g., H-1B status, Employment Authorization Document (EAD) renewal)  Yes  No
  2. Have you been employed by or otherwise associated with either Ernst & Young or its predecessor firms?  Yes  No
  3. Have you previously applied for a position with Ernst & Young or its predecessor firms  
(excluding internships)?  Yes  No
  4. Do you have any relatives who are Partners, Principals or employees with Ernst & Young?  
If Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Work \_\_\_\_\_  Yes  No
  5. To the best of your knowledge, are you now or have you ever been employed by,  
an Ernst & Young client (excluding summer and part-time jobs)?  
If Client \_\_\_\_\_  Yes  No
  6. To the best of your knowledge, do you have any relatives employed by an Ernst & Young client?  
If Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Client \_\_\_\_\_  Yes  No
  7. Have you ever pleaded guilty, no contest to or been convicted of a felony? (We will keep this  
information confidential. Your application will not automatically be rejected if you answer yes,  
but if your conviction is the basis of your rejection, you are entitled to be informed of such.)  Yes  No
- NOTE: Applicants to an Ernst & Young LLP office located in Illinois are not obligated to disclose sealed or expunged records of conviction or arrest.**
8. If you hold a professional license, are you the subject of any investigation or investigative proceeding  
relating to your professional license. If yes, provide a detailed explanation on a separate piece of paper.  Yes  No
  9. Are you the subject of any proceeding, investigation, action or inquiry of any federal or state  
regulatory agency, or governing body (including the Securities Exchange Commission,  
Public Company Accounting Oversight Board, AICPA, State Accounting Boards, or  
State Bar Regulators), or subject to any disciplinary action by any such agency or governing body?  
If yes, provide a detailed explanation on a separate piece of paper.  Yes  No
  10. Have you ever been refused a surety bond?  Yes  No
  11. Have you ever been denied government security clearance?  Yes  No
  12. Are you subject to any employment, non-compete or confidentiality agreements?  
(If you answer yes, please submit a copy with your application via e-mail or US Mail.)  Yes  No
  13. Are you currently under any expense recovery agreements (such as, relocation, tuition reimbursement, etc.)  
with your current or a former employer?  
(If you answer yes, please submit a copy with your application via e-mail or US Mail.)  Yes  No
  14. Can you, with or without reasonable accommodation, perform the essential functions of the job for  
which you are applying?  
Please describe how you would perform the job in question, including any needed reasonable  
accommodation. \_\_\_\_\_  Yes  No
  15. Are you willing to relocate?  
If yes, please indicate geographic preference. \_\_\_\_\_  Yes  No
  16. Do you wish to be identified as a Vietnam War veteran?  Yes  No

**Comments**

Use this space for additional information you may want to provide regarding your background and career history or questions you may have about a career with Ernst & Young.

**Acknowledgments**

*The answers to questions and the information in this application and any referenced attachments are true and accurate to the best of my knowledge and belief. The Firm has my permission to contact all references, schools, and former employers to verify the accuracy of the information in this application. If admitted to the partnership by Ernst & Young:*

1. I will observe Ernst & Young's policies and guidelines relating to independence, confidentiality, proprietary information, and all other aspects of professional conduct including, but not limited to, the Firm's Knowledge Sharing, Anti-Harassment and Non-Discrimination Policies. I understand that I would be prohibited from disclosing non-public information regarding Ernst & Young, its clients, or other entities to anyone other than for authorized business, or using it for any personal purpose.
2. I understand that professional client service personnel, their spouses and dependents, are prohibited from owning or controlling investments in Ernst & Young audit or attest clients and proscribed non-clients and that I would be required to dispose of any such investments before my admission to the Firm. (Practice Support and Administrative Support personnel excluded.)
3. I understand that I would be expected to fully devote my energies to the Firm and refrain from other business interests that might be in conflict with my duties to the Firm or its clients.
4. I understand that the Firm and I mutually expect that I shall have a successful career with the Firm, but I further understand that neither an offer of partnership nor partnership itself, nor any of the Firm's policies or procedures, carry any guarantee for any length of time, and that my partnership, compensation, and benefits can be terminated, at the option of Ernst & Young or myself pursuant to the partnership agreement. Such terms are not subject to modification except by written agreement entered into and signed by a managing director, managing partner, or other duly authorized representative of Ernst & Young.
5. I understand that if I misrepresent or falsify any of the information provided herein or during the hiring process, the Firm may revoke any offer of admission to the partnership or, in the event that I am a partner, may require my withdrawal for cause.
6. I understand that, if dispute arises between the Firm and me, it will be subject to mandatory mediation/arbitration under the terms of the partnership agreement.
7. *My signature below, whether handwritten or typed on-line, constitutes my understanding of all of the Acknowledgments set forth above.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*It is the policy of Ernst & Young to recruit, hire, and promote for all job classifications without regard to race, religion, color, creed, national origin, age, sex, marital status, sexual orientation, gender identity/expression, genetic bias, disability, citizenship, veteran status or any other characteristic protected by applicable law. All staffing decisions are based solely on the qualifications of each individual and the needs of the Firm. We do not discriminate in working conditions or privileges of employment including transfer, compensation, termination of employment, training, and promotion. Policies or guidelines of Ernst & Young do not create contracts of employment with personnel. This form may be used for all wholly owned subsidiaries of Ernst & Young LLP.*

For more information about career opportunities with Ernst & Young, please visit our website at: [www.ey.com](http://www.ey.com)

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
HUMAN RIGHTS LAW x MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT 2 Woodward Avenue, Suite 1126

DATE SENT CONTACT PERSON Renee Baker

PHONE NUMBER (313)224-4759 FAX NUMBER EMAIL bakerr@detroitmi.gov

CONTRACT AMOUNT \$

SECTION B: CORPORATION LICENSE TYPE

CORPORATION NAME Ernst & Young US LLP

ADDRESS 777 Woodward Ave 9th Floor Detroit, MI 48226

CITY PERSONAL PROPERTY NUMBER 02991857-50 FID / EIN NUMBER 34-6565596

OTHER CITY-OWNED PROPERTY PARCELS

CONTACT PERSON Joseph E Fontana PHONE NUMBER (212) 773-3382 EMAIL ADDRESS Joseph.Fontana@ey.com

SECTION C: PARTNERSHIP LICENSE TYPE

BUSINESS NAME

BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE

CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER

A: PARTNER'S NAME PHONE NUMBER

HOME ADDRESS CITY/STATE/ZIP OWN LEASE

DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS

B. PARTNER'S NAME PHONE NUMBER

HOME ADDRESS CITY/STATE/ZIP OWN LEASE

DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS

CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE

BUSINESS NAME

BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE

CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER

OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER

HOME ADDRESS CITY/STATE/ZIP OWN LEASE

OTHER CITY-OWNED PROPERTY PARCELS

EMAIL ADDRESS

SECTION E: PERSONAL SERVICES

NAME ADDRESS OWN LEASE

CITY/STATE/ZIP

PHONE NUMBER DRIVER LICENSE #

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT

SOCIAL SECURITY NUMBER EMAIL ADDRESS

FOR TREASURY COLLECTION USE ONLY:

APPROVED DENIED MAY 28 2015 DENIED WITH ATTACHMENTS
SIGNATURE DATE CLEARANCE VALID UNTIL AUG 31 2015

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES



# REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Mayor

E-MAIL ADDRESS: bakerr@detroitmi.gov

CONTACT NAME: Renee Baker PHONE: (313)224-4759 FAX: \_\_\_\_\_

Type of Clearance:  New  Renewal (Please submit 30 days prior to submitting bid or expiration date)

**A.** To: City of Detroit  
Income Tax Division  
Coleman A. Young Municipal Center  
2 Woodward Avenue, Ste. 1220  
Detroit, MI 48226

For: Individual or  
Company Name Ernst & Young U.S. LLP

Address 777 Woodward Avenue, 9th Floor

City Detroit

State Michigan Zip Code 48226

Telephone 313 628-7100 Fax # \_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone: (313) 224-3328 or 224-3329  
 Fax: (313) 224-4588

**B.** Name of Chief Financial Officer/Authorized Contact Person  
 (Include address if different from above)  
Joseph E. Fontana  
5 Times Square, New York, NY 10036

Telephone # 212-773-3382

Fax # \_\_\_\_\_

Employer Identification or Social Security Number  
FEIN: 34-6565596

Spouse Social Security Number \_\_\_\_\_

Nature of Contract \_\_\_\_\_

BID CONTRACT AMOUNT (if known):  
 Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_

Contract # (if known) \_\_\_\_\_

**C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.**

Check One:  Individual  Corporation  Partnership  Estate & Trust

### INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above)  Yes  No
- Are you a student, and/or claimed as a dependent on someone else's tax return?  Yes  No
- Were you employed in the City of Detroit during the last seven (7) years?  Yes  No
- Were you a resident of Detroit during the last seven (7) years?  Yes  No

### CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4).  Yes  No
- Will the company have employees working in Detroit?  Yes  No
- Will the company use sub-contractors or independent contractors in Detroit?  Yes  No

### D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

Yes  No Signature *A. Mitchell* Date 5/29/15 Expires 5/29/16

Yes  No Signature \_\_\_\_\_ Date \_\_\_\_\_ Expires \_\_\_\_\_

Yes  No Signature \_\_\_\_\_ Date \_\_\_\_\_ Expires \_\_\_\_\_

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: [www.detroitmi.gov](http://www.detroitmi.gov)

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: [IncomeTaxClearance@detroitmi.gov](mailto:IncomeTaxClearance@detroitmi.gov).



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (215) 255-2000 <b>FAX (A/C. No.):</b> (215) 255-1893 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Ernst & Young LLP Attn.: Kathleen Sabia-Cahill 200 Plaza Drive Secaucus NJ 07094-3699 USA	INSURER A: American Casualty Co. of Reading PA	20427
	INSURER B: Transportation Insurance Co.	20494
	INSURER C: Pacific Indemnity Co	20346
	INSURER D: Chubb Insurance Company of New Jersey	41386
	INSURER E: American Guarantee & Liability Ins Co	26247
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER: 570056523708**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Prod-Comp Op Incl In Gen'l Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35243636 General Liability	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contractual Liability			73184332 Automobile - Business	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC3753547-14 Umbrella Policy	01/01/2015	01/01/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC508005712 Workers' Compensation (A) WC508005710 Workers' Compensation (CA)	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Detroit is listed as additional insured, as respects to General & Automobile Liability pertaining to work and or services being performed or provided by or on behalf of the Named Insured.

<b>CERTIFICATE HOLDER</b>  City of Detroit Finance Department Coleman A. Young Municipal Center Room 1208 Detroit MI 48226 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier: 570056523708      Certificate No : 570056523708







# REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Mayor

E-MAIL ADDRESS: bakerr@detroitmi.gov

CONTACT NAME: Renee Baker PHONE: (313)224-4759 FAX: \_\_\_\_\_

Type of Clearance:  New  Renewal (Please submit 30 days prior to submitting bid or expiration date)

<p><b>To:</b>  <b>A. City of Detroit</b>          Income Tax Division          Coleman A. Young Municipal Center          2 Woodward Avenue, Ste. 1220          Detroit, MI 48226</p> <p>Phone: (313) 224-3328 or 224-3329          Fax: (313) 224-4588</p>	<p><b>For:</b>          Individual or          Company Name <u>Ernst &amp; Young U.S. LLP</u>          Address <u>777 Woodward Avenue, 9th Floor</u>          _____          City <u>Detroit</u>          State <u>Michigan</u> Zip Code <u>48226</u>          Telephone <u>313 628-7100</u> Fax # _____          E-mail Address _____</p>
---	--

<p><b>B. Name of Chief Financial Officer/Authorized Contact Person</b>          (include address if different from above)  <u>Joseph E. Fontana</u>  <u>5 Times Square, New York, NY 10036</u></p>	<p>Telephone # <u>212-773-3382</u>          Fax # _____</p>
<p>Employer Identification or Social Security Number  <u>FEIN: 34-6565596</u></p>	<p>Spouse Social Security Number          _____</p>

Nature of Contract \_\_\_\_\_

**BID CONTRACT AMOUNT (if known):**  
 Labor: \$ \_\_\_\_\_ Material: \$ \_\_\_\_\_

Contract # (if known) \_\_\_\_\_

**C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.**

Check One:  Individual  Corporation  Partnership  Estate & Trust

### INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above)  Yes  No
2. Are you a student, and/or claimed as a dependent on someone else's tax return?  Yes  No
3. Were you employed in the City of Detroit during the last seven (7) years?  Yes  No
4. Were you a resident of Detroit during the last seven (7) years?  Yes  No

### CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4).  Yes  No
6. Will the company have employees working in Detroit?  Yes  No
7. Will the company use sub-contractors or independent contractors in Detroit?  Yes  No

### D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: [www.detroitmi.gov](http://www.detroitmi.gov)

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: [IncomeTaxClearance@detroitmi.gov](mailto:IncomeTaxClearance@detroitmi.gov)

**CITY OF DETROIT**

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION  
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER  
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / [RevenueCollections@DetroitMi.gov](mailto:RevenueCollections@DetroitMi.gov)

**SECTION A:**     BUSINESS LICENSE    BUDGET    CITY COUNCIL    DDOT    DPW    FINANCE    FIRE    HEALTH  
 HUMAN RIGHTS    LAW    MAYOR    OMBUDSMAN    PLANNING & DEVELOPMENT    POLICE    PURCHASING  
 RECREATION    WATER & SEWAGE   OTHER \_\_\_\_\_

ADDRESS OF DEPARTMENT 2 Woodward Avenue, Suite 1126

DATE SENT \_\_\_\_\_ CONTACT PERSON Renee Baker

PHONE NUMBER (313)224-4759      FAX NUMBER \_\_\_\_\_      EMAIL bakerr@detroitmi.gov

CONTRACT AMOUNT \$ \_\_\_\_\_

**SECTION B: CORPORATION**      LICENSE TYPE \_\_\_\_\_

CORPORATION NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_     OWN    LEASE

CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER \_\_\_\_\_

OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**SECTION C: PARTNERSHIP**      LICENSE TYPE \_\_\_\_\_

BUSINESS NAME Ernst & Young U.S. LLP

BUSINESS ADDRESS 777 Woodward Avenue, 9th Floor      CITY/STATE/ZIP Detroit MI, 48226     OWN    LEASE

CITY PERSONAL PROPERTY NUMBER 02991857.50      FID / EIN NUMBER 34-6565596

A: PARTNER'S NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_     OWN    LEASE

DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

B. PARTNER'S NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_     OWN    LEASE

DRIVER'S LICENSE # \_\_\_\_\_ OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

CONTACT PERSON Joseph E. Fontana      PHONE NUMBER 212-773-3382      EMAIL ADDRESS Joseph.Fontana@ey.com

**SECTION D: SOLE PROPRIETORSHIP**      LICENSE TYPE \_\_\_\_\_

BUSINESS NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_     OWN    LEASE

CITY PERSONAL PROPERTY NUMBER \_\_\_\_\_ FID / EIN NUMBER \_\_\_\_\_

OWNER'S NAME \_\_\_\_\_ DRIVER'S LICENSE # \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_     OWN    LEASE

OTHER CITY-OWNED PROPERTY PARCELS \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**SECTION E: PERSONAL SERVICES**

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_     OWN    LEASE

CITY/STATE/ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ DRIVER LICENSE # \_\_\_\_\_

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

**FOR TREASURY COLLECTION USE ONLY:**

APPROVED       DENIED       DENIED WITH ATTACHMENTS

SIGNATURE \_\_\_\_\_      DATE \_\_\_\_\_      CLEARANCE VALID UNTIL \_\_\_\_\_

**CITY OF DETROIT**  
**SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT**

1. Name of Contractor: Ernst & Young U.S. LLP  
2. Address of Contractor: 777 Woodward Avenue, 9th Floor  
Detroit, MI 48226

3. Name of Predecessor Entities (if any): \_\_\_\_\_

4. Prior Affidavit submission? \_\_\_ No \_\_\_ Yes, on: \_\_\_\_\_  
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. \_\_\_ Contractor was established in \_\_\_\_\_ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

\_\_\_ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

Joseph E. Fontana (Printed Name) Partner (Title)

Joseph E. Fontana (Signature) 5/27/15 (Date)

Subscribed and sworn to before me  
this 27 day of May, 2017  
Diane Brown  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission expires: \_\_\_\_\_

**DIANE BROWN**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission expires June 28, 2017  
Acting in the County of Wayne

# Hiring Policy Compliance Affidavit

I, Joseph E. Fontana, being duly sworn, state that I am the Partner  
of Ernst & Young U.S. LLP  
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Joseph E. Fontana  
Title: Partner Date: 5/27/15

STATE OF Michigan )  
COUNTY OF Wayne ) SS

The foregoing Affidavit was acknowledged before me the 27th day of May, 2015  
by Diane Brown.

DIANE BROWN  
Notary Public, County of Macomb NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
State of Michigan My Commission expires June 28, 2017  
Acting in the County of Wayne  
My commission expires: 6/28/17

**REVISED 7-12-2012**  
**COVENANT OF EQUAL OPPORTUNITY**  
**(Application for Clearance – Terms Enforced After Contract is Awarded)**

I, being duly authorized representative of the Ernst & Young U.S., LLP, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) \_\_\_\_\_

Duration of Covenant \_\_\_\_\_

Printed Name of Contractor/Organization Ernst & Young U.S. LLP  
(Type or Print Legibly)

Contractor Address: 777 Woodward, 9th Floor, Detroit, MI, 48226  
(City) (State) (Zip)

Contractor Phone/E-mail 212-773-3382 / Joseph.Fontana@ey.com

Printed Name & Title of Authorized Representative Joseph Fontana, Partner

Signature of Authorized Representative *Joseph Fontana*

Date 5/27/15

\*\*\* This document **MUST** be notarized \*\*\*

Signature of Notary: *Diane Brown*

**DIANE BROWN**  
**NOTARY PUBLIC – STATE OF MICHIGAN**  
**COUNTY OF MACOMB**

Printed Name of Seal of Notary: \_\_\_\_\_

My Commission expires June 28, 2017  
Acting in the County of Wayne

My Commission Expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**FOR CONTRACTING DEPARTMENT USE ONLY:**

Date Rec'd: \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Received by: \_\_\_\_\_ Title: \_\_\_\_\_

Please fax a copy of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434

*Chief  
Operating  
Officer*

Purchase Orders (City of Detroit) - [New]

PO, Rev	2909385	0	Type	Contract Purchase Agreement	Created	03-JUN-2015 14:47:23
Supplier	ERNST & YOUNG		Site	CHICAGO	Contact	MALHOTR, GAURAV
Ship-To	Citywide PO default		Bill-To	FIN Accounts Payable	Currency	USD
Buyer	Crawford, Ericka Y		Status	Incomplete	Am't Agreed	800,000.00
Description					Released	[.N]

Lines | Price Reference | Reference Documents | More | Agreement

Num	Type	Item	Rev	Category	Description	UOM	Quantity	Price	Promised

Item

Catalog... Currency... Terms Shipments Approve...

**Detroit City Council**  
Legislative Policy Division

TO: Purchasing Division Staff  
FROM: Derrick Headd  
DATE: June 24, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

There were no contracts, approved at the June 23, 2015 Session, requested to be Reconsidered.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the **Regular Session of June 23, 2015** and **APPROVED***

**Reported by the Budget, Finance and Audit Committee:**

2909385	Ernst & Young	\$800,000	NON DEPARTMENTAL
Submitted in the List and Referred on June 23, 2015			

**Reported by the Internal Operations Committee:**

2909777	MOU, Mayor, WSU & Kresge.Found.	\$150,000	MAYOR'S OFFICE
Submitted in the List and Referred on June 2, 2015.			
2896940	WW Williams Midwest, Inc.	\$100,000	GENERAL SERVICES
Submitted in the List and Referred on June 23, 2015.			
2909820	MOU DoIT & WSU		ITS
Submitted in the List and Referred on June 23, 2015.			
87172	Lynore V. Foster (Ayers)	\$55,544	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b>WAIVER</b> .			
87173	Justin Johnson (Ayers)	\$54,496	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b>WAIVER</b> .			
87174	Adam Mundy (Ayers)	\$57,640	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b>WAIVER</b> .			
87175	Richard Silva (Ayers)	\$53,103.84	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b>WAIVER</b> .			
87304	Kathleen Quakenbush (Ayers)	\$3,344	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b>WAIVER</b> .			

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of June 23, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and **APPROVED***

**Reported by the Internal Operations Committee: - continued**

87201	Carol Elcock-Banks (Benson)	\$19,800	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87202	Terry Catchings (Benson)	\$43,827.36	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87207	Tiombe Nakenge (Benson)	\$42,968	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87208	Tiyansa Pratt (Benson)	\$27,248	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87209	Andrew Sokoly (Benson)	\$50,304	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87307	Bruce Feaster (Benson)	\$3,3600	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87180	Karina Odom (Castaneda-Lopez)	\$25,440	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87182	Alejandra Gomez (Castaneda-Lopez)	\$14,160	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87187	Debra Walker (Castaneda-Lopez)	\$27,825	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87189	Kathryn Molinaro (Castaneda-Lopez)	\$1,200	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87148	Dennis Black (Cushingberry)	\$10,125	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			
87248	Geraldine Chatman (Jones)	\$35,100	CITY COUNCIL
Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .			

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and **APPROVED**

**Reported by the Internal Operations Committee:** - continued

87165	Thelma Brown (Leland)	\$67,197.76	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87166	LaDon S. Davis (Leland)	\$62,754.24	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87168	Joseph F. Rheker III (Leland)	\$68,224.80	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87169	Isaac Robinson (Leland)	\$34,877.44	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87170	Charles Young III (Leland)	\$70,614.24	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87194	DeAndre J Calvert (Sheffield)	\$50,995.68	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87254	Leatha Larde (Tate)	\$35,100	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87264	Angela Boyd (Tate)	\$78,600	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87265	Reginald Alexander (Tate)	\$79,648	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87266	Edwina King (Tate)	\$80,905.60	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87267	DeAndre Watson (Tate)	\$78,600	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87306	Kimani Jeffrey (LPD)	\$62,000	CITY COUNCIL
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		
87143	Bethanie Fisher	\$39,600	ELECTIONS
	Submitted in the List of June 23, 2015; Placed on Consent Agenda; Approved with <b><i>WAIVER</i></b> .		

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and **APPROVED**

**Reported by the Neighborhood and Community Services Committee:** - *continued*

87280	Phillip Talbert Submitted in the List and Referred June 16, 2015.	\$28,800	RECREATION
87281	Antoine Flowers Submitted in the List and Referred June 16, 2015.	\$24,300	RECREATION
87282	Lanita Griffin Submitted in the List and Referred June 16, 2015.	\$2,400	RECREATION
87286	Terence Smith Submitted in the List and Referred June 16, 2015.	\$2,400	RECREATION

**Reported by the Planning and Economic Development Committee:**

No Contracts Reported

**Reported by the Public Health and Safety Committee:**

87144	Trish L Stein Submitted in the List and Referred June 16, 2015; Approved with <b><i>WAIVER</i></b> .	\$62,500	POLICE
2893445 <i>Amended</i>	MD Solutions, Inc., Submitted in the List and Referred June 16, 2015.	\$42,425.53	PUBLIC WORKS
2902817	Giorgi Concrete Submitted in the List and Referred May 26, 2015	\$997,835	PUBLIC WORKS
2903219	Giorgi Concrete Submitted in the List and Referred May 26, 2015	\$999,685	PUBLIC WORKS
22874202 <i>Time only</i>	Hastings Air Energy Control, Inc. Submitted in the List and Referred May 26, 2015; Approved with <b><i>WAIVER</i></b>	\$147,268.50	FIRE
2909495	R & R Fire Truck Repair Submitted in the List and Referred May 26, 2015; Approved with <b><i>WAIVER</i></b>	\$122,990	FIRE
2909649	Apollo Fire Equipment Co. Submitted in the List and Referred May 26, 2015; Approved with <b><i>WAIVER</i></b>	\$2,100,000	FIRE

The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of June 23, 2015 and **APPROVED**

**Reported by the Public Health and Safety Committee:** - continued

87334	Hilton Kincaid Submitted in the List and Referred May 26, 2015;	\$90,000	HOMELAND SECURITY Approved with <b><i>WAIVER</i></b>
87335	Melissa Starr Submitted in the List and Referred May 26, 2015;	\$66,500	HOMELAND SECURITY Approved with <b><i>WAIVER</i></b>
87336	Herbert Simmons Submitted in the List and Referred May 26, 2015;	\$65,000	HOMELAND SECURITY Approved with <b><i>WAIVER</i></b>
87337	Jamarl Eiland Submitted in the List and Referred May 26, 2015;	\$80,000	HOMELAND SECURITY Approved with <b><i>WAIVER</i></b>

The following contracts were **REFERRED** on June 23, 2015 to the indicated Standing Committee for consideration and report to the City Council.

**Referred to Internal Operations Committee:**

2865165, Renew	Jorgenson Ford	GENERAL SERVICES
2865226, Renew	Jefferson Chevrolet	GENERAL SERVICES
2903278(QOL)	Magnet Consulting, LLC	HUMAN RESOURCES
2903279(QOL)	Polaris Assessment Sys	HUMAN RESOURCES
87297	Patricia A Luckett	LAW
87298	James Edwards	LAW
87299	Tiffany Boyd	LAW
87301	Sarah Domin	LAW
87311	Isaiah McKinnon	MAYOR'S OFFICE
87318	Matthew Robb	MAYOR'S OFFICE

**Referred to Public Health and Safety Committee:**

2909722	J & B Medical Supply	FIRE
2907443	Southeastern Equipment Co	PUBLIC WORKS
2909949	Remotec, Inc.	HOMELAND SECURITY
2909833	West Shores Services	HOMELAND SECURITY
86846	Beau James Taylor	PUBLIC LIGHTING
2897326	Checker Cab Co	TRANSPORTATION
2897048	Checker Cab Co	TRANSPORTATION

Purchasing Division  
Contracts and Purchase Orders Received, Considered at Regular Session  
of June 23, 2015

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*The following are contracts that are currently HELD for review, discussion or report to the Standing Committees.*

**Public Health and Safety Committee:**

87118	Keith Pendell Hutchings (Sr. Parking Manager)	\$85,575	MUNICIPAL PARK.
	Submitted in the List and Referred May 12, 2015; Request justification for services.		