

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

PLANTE & MORAN, PLLC

CONTRACT NO.

2911783

CONTRACT PROVISIONS

Article 1. Definitions.....1
Article 2. Engagement of Contractor3
Article 3. Contractor's Representations and Warranties4
Article 4. Contract Effective Date and Time of Performance.....6
Article 5. Data to Be Furnished Contractor6
Article 6. Personnel and Contract Administration.....6
Article 7. Compensation8
Article 8. Maintenance and Audit of Records.....9
Article 9. Indemnity10
Article 10. Insurance.....11
Article 11. Default and Termination13
Article 12. Assignment17
Article 13. Subcontracting17
Article 14. Conflict of Interest18
Article 15. Confidential Information19
Article 16. Compliance with Laws19
Article 17. Amendments19
Article 18. Fair Employment Practices20
Article 19. Notices21
Article 20. Proprietary Rights and Indemnity.....22
Article 21. Force Majeure23
Article 22. Waiver.....24
Article 23. Miscellaneous24
Signature Page27
 Exhibit A—Scope of Services
 Exhibit B—Fee Schedule

**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Finance Department and **Plante & Moran, PLLC, a Michigan Corporation**, which its principal place of business located at **1000 Oakbrook Drive, Suite 400, Ann Arbor, Michigan, 48104**.

Recitals:

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

Article 1.

Definitions

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

3

2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City.

2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.

Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.
- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;

- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and
- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (f) That any Technology that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.
 - (3) The only technology expected to be provided by the contractor to the City pursuant to this contract includes certain spreadsheets, templates and audit schedules completed by the contractor.

Article 4.**Contract Effective Date and Time of Performance**

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on June 30, 2016.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.**Data To Be Furnished Contractor**

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.**Contractor Personnel and Contract Administration**

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned.

If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

6

6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City.

6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7.
Compensation

- 7.01 Compensation for Services provided shall not exceed the amount of **Nine Hundred Thousand** and 00/100 Dollars (**900,000.00**), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

(Name) **John Naglick**
(Title) **Chief Deputy CFO/Finance Director**
(Address) **2 Woodward Room 1200**
Detroit, Michigan **48226** (ZIP Code)
Telephone: **(313) 224-4153**
Facsimile: **(313) 224-4466**

The City employee from whom payment should be requested is:

(Name) **John Naglick**
(Title) **Chief Deputy CFO/Finance Director**
(Address) **2 Woodward Room 1200**
Detroit, Michigan **48226** (ZIP Code)
Telephone: (313) **313) 224-4153**
Facsimile: (313) **(313) 224-4466**

Article 8.**Maintenance and Audit of Records**

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
 - (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
 - (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
 - (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.

- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9.
Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal

injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

10

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

9.07 The City agrees that the contractor is responsible for only the Contractor's services and associated services of other contractors of the City.

Article 10.

Insurance

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident

- | | | |
|-----|---|--|
| (c) | Commercial General Liability Insurance (Broad Form Comprehensive) | \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate |
|-----|---|--|

11

- | | | |
|-----|---|--|
| (d) | Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law) | \$1,000,000.00 combined single limit for bodily injury and property damage |
|-----|---|--|

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall

furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

12

10.07 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the City. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.

Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

- (1) The Contractor fails to begin work in accordance with the terms of this Contract;
or
- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
- (3) The Contractor ceases to perform under the Contract; or

13

- (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
- (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
- (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
- (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
- (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City;
or
- (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
- (10) The Contractor fails in any of the agreements set forth in this Contract; or
- (11) The Contractor ceases to conduct business in the normal course; or
- (12) The Contractor admits its inability to pay its debts generally as they become due.

- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this

14

Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.

- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed

15

prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

16

Article 12.

Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13.

Subcontracting

13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

17

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14. Conflict of Interest

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

18

Article 15.

Confidential Information

15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16.

Compliance With Laws

16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.

16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17.
Amendments

17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not

19

contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.

17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18.
Fair Employment Practices

18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

20

Article 19.

Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the **Finance** Department on behalf of the City:

City of Detroit

Department of **General Accounting**

Detroit, MI **48226**

Attention: Mr./Ms. **Troy Hutcherson/Eric Higgs**

If to the Contractor:

Plante & Moran, PLLC

1000 Oakbrook Drive, Suite 400

Ann Arbor, MI 48104

Attention: Mr. **Michael J. Swartz**

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.

Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not,

other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.

20.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."

22

20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

20.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.

20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part

to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.

Force Majeure

21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

23

Article 22.

Waiver

22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.

22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.

Miscellaneous

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

24

23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.

23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.

23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or

subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.

23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.

23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.

23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.

23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.

23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

IN WITNESS WHEREOF, The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

1. _____
Name

2. _____
Name

Contractor:

By: _____
Name

Its: _____
Title

Witnesses:

City of Detroit

_____ Department:

Witnesses:

1. [Signature]
Name

2. Georgina A. Dorando
Name

Contractor: Plante & Moran PLLC

By: [Signature]
Name

Michael T. Swartz
Its: Partner
Title

Witnesses:

1. Karen F. Scott
Name

2. [Signature]
Name

City of Detroit

OCFO - Controller Department:

By: [Signature]
Name

Its: Deputy CFO - Controller
Title

THIS CONTRACT WAS APPROVED
DEPARTMENT

BY THE CITY COUNCIL ON:
SEP 29 2015

APPROVED BY LAW

PURSUANT TO § 6-406 OF THE CHARTER
OF THE CITY OF DETROIT

[Signature] ^{Date}
Purchasing Director

FRC APPROVAL
OCT 2 2015

Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY RESOLUTION
OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING DIRECTOR.**

EXHIBIT A
SCOPE OF SERVICES

I. Notice to Proceed

The Contractor shall commence performance of this Contract upon receipt of the City's delivery of a written "Notice to Proceed" and in the manner specified in the Notice to Proceed. The Contract shall be completed on **June 30, 2016**.

II. Services to be Performed

Finance Department

The Comprehensive Annual Financial Report (CAFR) prepared by the City for the 2013 and 2014 fiscal years have been exceedingly complex due to the recent bankruptcy process and change in the financial structure of the City. As a result, the filing of the CAFRs have again been late. Although the June 30, 2015 CAFR preparation and issuance will be further complicated by the departure of key City Finance Department staff and the ongoing effort to revamp the Finance Department, Plante Moran is prepared to assist the City in moving toward a more timely filing of the CAFR once again.

Historically, the City has had difficulty getting the audit completed timely and the City's CAFR has been submitted late, resulting in the City's share of State Shared Revenues being withheld by the State of Michigan (State). Plante Moran was originally contracted to assist in the completion of the June 30, 2007 CAFR which was submitted to the State on February 28, 2009. Plante Moran's services were expanded to assist with the June 30, 2008 and June 30, 2009 CAFRs, which were submitted to the State in November 2009 and May 2010, respectively. Plante Moran's services were additionally expanded for the June 30, 2010, June 30, 2011, and June 30, 2012 CAFRs, which were submitted to the State in December 2010, 2011, and 2012, respectively, on a timely basis. The December 2010 submission was the City's first timely filing in 13 years. While the 2013 and 2014 filings were not current, we believe that a focused approach can move the 2015 to a timelier filing and position the 2016 to again be filed by December 31.

The preparation for the June 30, 2015 CAFR needs to begin immediately in order for the City to achieve its filing goal. Under the direction of the Finance Director, Plante Moran will perform the following services in relation to the 2015 CAFR for the City of Detroit:

2015 CAFR Project Management

Plante Moran has committed significant resources to this area during the 2007 through 2014 CAFR audit processes. The 2015 effort will be impacted by the departure of a key finance staff person who has been critical to the financial reporting process. To help offset this staffing change, we are prepared to add both additional project management and staff to more aggressively tackle the problem areas that have slowed the audit during the past years. Please

note that all of this work will continue to be under the supervision, approval, and direction of the Finance Director and the Chief Accounting Officer

Specific deliverables and services related to this area include:

- Drill into problem areas and map out a plan to resolve issues timely. Add Plante Moran staff as needed to resolve accounting matters and assist in process improvement.
- Work with Finance Director to identify specific responsibility for PBC schedules. More closely manage the completion of these schedules.
- Manage use of SharePoint with City staff and auditor.
- Assist with the preparation of PBCs or other supporting schedules as directed by Finance Director and under the review and supervision of the Finance Director and the Chief Accounting Officer.

An aggressive timetable would suggest that workpaper and audit readiness preparation will be completed to such an extent by early September to allow for weekly progress meetings with the City's external auditor to begin in September. This has not been accomplished during the past two fiscal years and will be a goal to work towards.

Financial Statement Preparation

Plante Moran will continue to assist the City in the preparation of the 2015 CAFR based on the template developed in earlier fiscal years. Additional resources will be committed this year to assist with the preparation of the MD&A and Footnotes required of the CAFR. These documents will be completed under the supervision of and for the review of the Finance Director and staff. Refinements will be made to the template to increase efficiency and reduce calculation errors.

General City Areas

An aggressive approach needs to be undertaken for the City's common areas for timely and efficient completion of the CAFR. Plante Moran suggests that the auditor begin working on the testing of common areas as soon as the audit schedules are complete and accurate. Specific deliverables and services to be performed include:

- Review the cash reconciliations as they are uploaded to SharePoint to ensure completeness.
- Assistance with preparation of deposit and investment risk footnote disclosures (GASB 40).
- Assistance with the accounts receivable audit workpapers, including reclassification of the receivables into the appropriate classifications within the CAFR. A deeper review and document preparation assistance will be required here.
- As the CAFR preparation is expected to be timelier, more analysis will be required to evaluate the collectability of receivables and accuracy of revenues. A deeper review and document preparation assistance will be required here.
- Review of payroll related schedules and assistance with preparation of schedules as needed.

- Long-term debt will continue to need significant assistance from Plante Moran including the development or updating of various tools and audit schedules related to debt revisions, interest expense, covenant violations and footnote disclosure.
- Current year property tax activity may need to be evaluated to determine proper recording in the general ledger.
- Assist in the evaluation of the City's revenue and receivables to be included in the 2015 CAFR revenues and the amount to be recorded as deferred inflow. Review income tax revenue and provide assistance in reconciling the cash receipts to the City's system. In addition, assistance will be provided in preparing a roll forward schedule of income tax receivable and income tax refunds payable and evaluating the reasonableness of the year end accruals and revenue recorded.
- Some assistance to budget analysis and preparation of CAFR schedules related to budget may be required.
- Plante Moran will assist in the implementation of GASB 68, an accounting requirement for pension plans and GASB 58, an accounting pronouncement dealing with fresh start accounting.
- Assist with the reconciliation of employee benefit costs and preparation or review of related PBC schedules.
- Assist with reconciliation of Due To / Due From account balances and preparation or review of PBC schedules.
- Assist with other PBC preparation or review and assigned.
- Although a significant and complex accounting area, Plante Moran's assistance on the grants area will only relate to footnote preparation and technical consultation.
- Again, Plante & Moran will assist with the preparation and review of the CAFR including MD&A and Footnote sections (narrative and schedules).

Plante Moran will communicate the status of these areas, issues, and risk of timing changes weekly with the City's Finance Director and others as directed by the Finance Director.

Plante Moran understands that the Randy Lane firm will be involved with parking, DDOT and Airport. If this changes, then above scope may change as well.

Other Services on an As Needed Basis

Plante Moran has assisted the City in dealing with significant audit issues as they have arisen. Although significant effort has gone into cleaning up many audit areas, it is likely that new issues will be identified during the audit preparation process and during the 2015 audit itself. Any such issues will require additional focus in a time sensitive manner. Specific deliverables and services to be performed include:

- Assistance with A-133 issues and specific grant analysis.
- Assistance obtaining information from component units.

- Resolution of other accounting and reporting issues that arise during the course of the audit where our technical expertise is needed including responding to testing issues encountered by the City's auditors.

III. FEE SCHEDULE

1. General

- The Contractor shall be paid for those Services performed pursuant to the Contract a maximum amount of **Nine Hundred Thousand and 00/100 Dollars (\$900,000)**, per year, for a one year period and any time extension, beginning on the date of approval by the City.
- Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.
- Payment for services provided to the City shall be due upon receipt of a proper invoice by the City, which may be submitted as frequently as every two weeks. In the event of non-payment by the City within two weeks of submission by the Contractor of an invoice the Contractor may suspend work and a corresponding adjustment in deadlines will be recognized.

2. Project Billing Rates

Plante Moran will provide services on an hourly, as needed, basis and will submit invoices for services rendered semi-monthly as described in Section III below.

Fees will be based on the specific hours to complete the work described above at the following billing rates:

- | | |
|-----------------------|-------|
| • Partner | \$355 |
| • Experienced Manager | \$268 |
| • Manager | \$175 |
| • Experienced Staff | \$155 |
| • Staff | \$139 |
| • Clerical Support | \$ 85 |

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN

)SS.

COUNTY OF WAYNE

The foregoing contract was acknowledged before me the _____ day of ____,
2014, by _____ JOHN NAGLICK _____,
(name of person who signed the contract)
the _____ CHIEF DEPUTY CFO/FINANCE DIRECTOR _____,
(title of person who signed the contract as it appears on the contract)
of _____ OFFICE OF THE CHIEF FINANCIAL OFFICER _____,
(complete name of the City department)

on behalf of the City.

Notary Public, County of _____
State of _____
My commission expires: _____

**PARTNERSHIP
CERTIFICATE OF AUTHORITY**

I, Michael J. Schwartz *Swartz*, a General Partner in Plante & Moran PLLC.,
(name of general partner) (complete name of partnership)

a Oakland County, Michigan Partnership (the "Partnership")
(county of registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to
a Partnership Agreement dated July 1, 2008, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on October 22,
2008 and that the same is now in full force and effect:

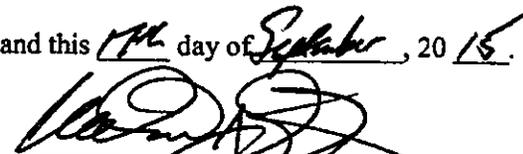
"**RESOLVED**, that each General Partner is authorized to execute and deliver, in
the name and on behalf of the Partnership, any agreement or other instrument or
document ('Contract') in connection with any matter or transaction that shall have
been duly approved; and the execution and delivery of any Contract by a general
partner shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that the following persons are General Partners:

<u>Michael J. Schwartz <i>Swartz</i></u>	<u>David Helisek</u>
<u>Gordon Krater</u>	<u>Adam Rujan</u>
<u>Frank Audia</u>	<u>James Proppe</u>
<u>Beth Baily</u>	<u>Dianne Wells</u>

FURTHER, I CERTIFY that any of the aforementioned General Partners of the
Partnership are authorized to execute and commit the Partnership to the conditions, obligations,
stipulations and undertakings contained in the foregoing Contract between the City and the
above-referenced partnership and that all necessary approvals have been obtained in relationship
thereto.

IN WITNESS THEREOF, I have set my hand this 17th day of September, 20 15.
CORPORATE SEAL
(if any)



General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF
YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A**

EXHIBIT A
SCOPE OF SERVICES

I. Notice to Proceed

The Contractor shall commence performance of this Contract upon receipt of the City's delivery of a written "Notice to Proceed" and in the manner specified in the Notice to Proceed.

The Contract shall be completed on **June 30, 2016**.

II. Services to be Performed

Finance Department

The Comprehensive Annual Financial Report (CAFR) prepared by the City for the 2013 and 2014 fiscal years have been exceedingly complex due to the recent bankruptcy process and change in the financial structure of the City. As a result, the filing of the CAFRs have again been late. Although the June 30, 2015 CAFR preparation and issuance will be further complicated by the departure of key City Finance Department staff and the ongoing effort to revamp the Finance Department, Plante Moran is prepared to assist the City in moving toward a more timely filing of the CAFR once again.

Historically, the City has had difficulty getting the audit completed timely and the City's CAFR has been submitted late, resulting in the City's share of State Shared Revenues being withheld by the State of Michigan (State). Plante Moran was originally contracted to assist in the completion of the June 30, 2007 CAFR which was submitted to the State on February 28, 2009. Plante Moran's services were expanded to assist with the June 30, 2008 and June 30, 2009 CAFRs, which were submitted to the State in November 2009 and May 2010, respectively. Plante Moran's services were additionally expanded for the June 30, 2010, June 30, 2011, and June 30, 2012 CAFRs, which were submitted to the State in December 2010, 2011, and 2012, respectively, on a timely basis. The December 2010 submission was the City's first timely filing in 13 years. While the 2013 and 2014 filings were not current, we believe that a focused approach can move the 2015 to a timelier filing and position the 2016 to again be filed by December 31.

The preparation for the June 30, 2015 CAFR needs to begin immediately in order for the City to achieve its filing goal. Under the direction of the Finance Director, Plante Moran will perform the following services in relation to the 2015 CAFR for the City of Detroit:

2015 CAFR Project Management

Plante Moran has committed significant resources to this area during the 2007 through 2014 CAFR audit processes. The 2015 effort will be impacted by the departure of a key finance staff person who has been critical to the financial reporting process. To help offset this staffing change, we are prepared to add both additional project management and staff to more aggressively tackle the problem areas that have slowed the audit during the past years. Please note that all of this work will continue to be under the supervision, approval, and direction of the Finance Director and the Chief Accounting Officer.

Specific deliverables and services related to this area include:

- Drill into problem areas and map out a plan to resolve issues timely. Add Plante Moran staff as needed to resolve accounting matters and assist in process improvement.
- Work with Finance Director to identify specific responsibility for PBC schedules. More closely manage the completion of these schedules.
- Manage use of SharePoint with City staff and auditor.
- Assist with the preparation of PBCs or other supporting schedules as directed by Finance Director and under the review and supervision of the Finance Director and the Chief Accounting Officer.

An aggressive timetable would suggest that workpaper and audit readiness preparation will be completed to such an extent by early September to allow for weekly progress meetings with the City's external auditor to begin in September. This has not been accomplished during the past two fiscal years and will be a goal to work towards.

Financial Statement Preparation

Plante Moran will continue to assist the City in the preparation of the 2015 CAFR based on the template developed in earlier fiscal years. Additional resources will be committed this year to assist with the preparation of the MD&A and Footnotes required of the CAFR. These documents will be completed under the supervision of and for the review of the Finance Director and staff. Refinements will be made to the template to increase efficiency and reduce calculation errors.

General City Areas

An aggressive approach needs to be undertaken for the City's common areas for timely and efficient completion of the CAFR. Plante Moran suggests that the auditor begin working on the testing of common areas as soon as the audit schedules are complete and accurate. Specific deliverables and services to be performed include:

- Review the cash reconciliations as they are uploaded to SharePoint to ensure completeness.
- Assistance with preparation of deposit and investment risk footnote disclosures (GASB 40).
- Assistance with the accounts receivable audit workpapers, including reclassification of the receivables into the appropriate classifications within the CAFR. A deeper review and document preparation assistance will be required here.
- As the CAFR preparation is expected to be timelier, more analysis will be required to evaluate the collectability of receivables and accuracy of revenues. A deeper review and document preparation assistance will be required here.
- Review of payroll related schedules and assistance with preparation of schedules as needed.
- Long-term debt will continue to need significant assistance from Plante Moran including the development or updating of various tools and audit schedules related to debt revisions, interest expense, covenant violations and footnote disclosure.

- Current year property tax activity may need to be evaluated to determine proper recording in the general ledger.
- Assist in the evaluation of the City's revenue and receivables to be included in the 2015 CAFR revenues and the amount to be recorded as deferred inflow. Review income tax revenue and provide assistance in reconciling the cash receipts to the City's system. In addition, assistance will be provided in preparing a roll forward schedule of income tax receivable and income tax refunds payable and evaluating the reasonableness of the year end accruals and revenue recorded.
- Some assistance to budget analysis and preparation of CAFR schedules related to budget may be required.
- Plante Moran will assist in the implementation of GASB 68, an accounting requirement for pension plans and GASB 58, an accounting pronouncement dealing with fresh start accounting.
- Assist with the reconciliation of employee benefit costs and preparation or review of related PBC schedules.
- Assist with reconciliation of Due To / Due From account balances and preparation or review of PBC schedules.
- Assist with other PBC preparation or review and assigned.
- Although a significant and complex accounting area, Plante Moran's assistance on the grants area will only relate to footnote preparation and technical consultation.
- Again, Plante & Moran will assist with the preparation and review of the CAFR including MD&A and Footnote sections (narrative and schedules).

Plante Moran will communicate the status of these areas, issues, and risk of timing changes weekly with the City's Finance Director and others as directed by the Finance Director.

Plante Moran understands that the Randy Lane firm will be involved with parking, DDOT and Airport. If this changes, then above scope may change as well.

Other Services on an As Needed Basis

Plante Moran has assisted the City in dealing with significant audit issues as they have arisen. Although significant effort has gone into cleaning up many audit areas, it is likely that new issues will be identified during the audit preparation process and during the 2015 audit itself. Any such issues will require additional focus in a time sensitive manner. Specific deliverables and services to be performed include:

- Assistance with A-133 issues and specific grant analysis.
- Assistance obtaining information from component units.
- Resolution of other accounting and reporting issues that arise during the course of the audit where our technical expertise is needed including responding to testing issues encountered by the City's auditors.

III. FEE SCHEDULE

1. General

- The Contractor shall be paid for those Services performed pursuant to the Contract a maximum amount of **Eight Hundred Twenty Thousand and 00/100 Dollars (\$820,000)**, per year, for a one year period and any time extension, beginning on the date of approval by the City.
- Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.
- Payment for services provided to the City shall be due upon receipt of a proper invoice by the City, which may be submitted as frequently as every two weeks. In the event of non-payment by the City within two weeks of submission by the Contractor of an invoice the Contractor may suspend work and a corresponding adjustment in deadlines will be recognized.

2. Project Billing Rates

Plante Moran will provide services on an hourly, as needed, basis and will submit invoices for services rendered semi-monthly as described in Section III below.

Fees will be based on the specific hours to complete the work described above at the following billing rates:

- Partner \$355
- Experienced Manager \$268
- Manager \$175
- Experienced Staff \$155
- Staff \$139
- Clerical Support \$ 85

Please note that these billing rates are the rates that were used at the inception of our relationship on the 2007 audit project.

FEB 13 2015



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: PLANTE & MORAN, PLLC

E-MAIL ADDRESS: Phil.Smith@plantemoran.com

CONTACT NAME: Phil Smith PHONE: (248) 603-5352 FAX: (248) 233-7463

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

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 130
Detroit, MI 48226

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

For:
Individual or
Company Name: PLANTE & MORAN, PLLC

Address: 27400 NORTHWESTERN HWY.
P.O. BOX 307

City: SOUTHFIELD

State: MI Zip Code: 48037

Telephone: (248) 603-5374 Fax #: (248) 603-5474

E-mail Address: Dan.Trotta@plantemoran.com

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

DANIEL J. TROTTA, CONTROLLER

Employer Identification or Social Security Number
38-1357951

Telephone #: (248) 603-5374

Fax #: (248) 603-5474

Spouse Social Security Number
N/A

Nature of Contract: ACCOUNTING SERVICES

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 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?

Yes No Signature: LAMONT FISHER Date: FEB 27 2015 Expires: _____

Yes No Signature: _____ Date: _____ Expires: _____

Yes No Signature: _____ Date: _____ Expires: _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: 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

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 MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
 RECREATION WATER & SEWAGE OTHER _____

ADDRESS OF DEPARTMENT 2 Woodward Ave, Suite 801
DATE SENT August 20, 2015 CONTACT PERSON Daniel I. Trotta, CFO
PHONE NUMBER (248) 603-5374 FAX NUMBER (248) 603-5474 EMAIL dan.trotta@plantemoran.com
CONTRACT AMOUNT \$ 820,000.00

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 Plante & Moran, PLLC
BUSINESS ADDRESS 1000 Oakbrook Drive, Suite 400 CITY/STATE/ZIP Ann Arbor, MI 48104 OWN LEASE
CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER 38-1357951
A: PARTNER'S NAME Michael I. Swartz PHONE NUMBER (734) 302-6947
HOME ADDRESS 6718 Westridge Dr. CITY/STATE/ZIP Brighton, MI 48116 OWN LEASE
DRIVER'S LICENSE # S 632 603 429 643 OTHER CITY-OWNED PROPERTY PARCELS N/A

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 DENIED WITH ATTACHMENTS
SIGNATURE [Signature] DATE AUG 20 2015 CLEARANCE VALID UNTIL JAN 15 2016

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

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

I, being duly authorized representative of the Plante & Moran, PLLP (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).

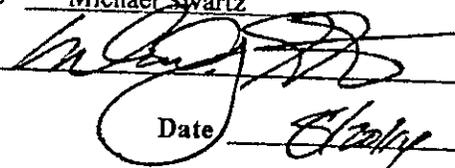
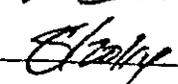
RFQ/ PO No.: (if applicable) 2897021
Duration of Covenant: August 31, 2014 thru August 31, 2015

Printed Name of Contractor/Organization: PLANTE & MORAN, PLLP
(Type or Print Legibly)

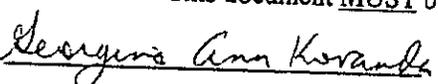
Contractor Address: 1000 Oakbrook Drive, Suite 400, Ann Arbor, Michigan 48104
(City) (State) (Zip)

Contractor Phone/E-mail: 734-302-6947 / Michael.j.swartz@plantemoran.com

Printed Name & Title of Authorized Representative Michael Swartz

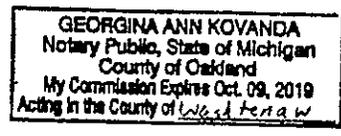
Signature of Authorized Representative 
Date 

This document MUST be notarized

Signature of Notary: 

Printed Name of Seal of Notary: Georgina Ann Kovanda

My Commission Expires: 10/9/2019



FOR CONTRACTING DEPARTMENT USE ONLY		
Date Rec'd: <u>1/1</u>	Received by: _____	Title: _____

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



CERTIFICATE OF LIABILITY INSURANCE

PLANT-5 OP ID: AK

DATE (MM/DD/YYYY)
03/18/2015

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).

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia, MI 48154 Susan Lumetta Mills	CONTACT NAME: Amy L McCann, CIC, LIC, AAI	
	PHONE (A/C, No, Ext): 734-525-2445	FAX (A/C, No): 734-525-1841
E-MAIL ADDRESS: amccann@mma-mi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:	Great Northern Insurance Co.	20303
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		3575-66-13	03/13/2015	03/13/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> \$50000 Deductible						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X		7326-30-17	03/13/2015	03/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALLOWED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		7165-30-87	03/13/2015	03/13/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Detroit is included as an additional insured for commercial general liability coverage per the attached form #80-02-2367 and for auto liability per the attached form #16-02-0292. Insurance coverage afforded the additional insured is primary and not excess per the attached form #80-02-2367. 30 day notice of cancellation will be sent to the (continued)

CERTIFICATE HOLDER**CANCELLATION**

CIDEFDM City of Detroit Finance Administration Attn: John Naglick 2 Woodward Avenue, Suite 1200 Detroit, MI 48226	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE CIDEFDM
INSURED'S NAME P&M Holding Group, LLP and

PLANT-5
OP ID: AK

PAGE 2
Date 03/18/2015

(continued)

City of Detroit on the commercial general liability policy per the attached form #80-02-9780 and on the auto liability per the attached form #16-02-0252.

Cross suits liability is included on the commercial general liability coverage per the attached form #80-02-2000 - Separation of Insureds.

Contractual liability coverage is included on the commercial general liability coverage per the attached form #80-02-2000 - Contracts.

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is an "insured" under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.



D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of

SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.2. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

Policy Conditions

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions

**Notice Of Cancellation
To Scheduled Persons
Or Organizations When
We Cancel**

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

Person(s) or Organization(s):

Address:

Conditions
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. H. Q.", written over a horizontal line.

Policy Number

ENDORSEMENT

Named Insured

Effective Date:

12:01 A.M., Standard Time

Agent Name

Agent No.

NOTICE OF CANCELLATION

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with Notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send Notice of Cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

"Per schedule on file with company"

General Liability

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:

- as if each named insured were the only named insured; and
- separately to each insured against whom claim is made or suit is brought.

General Liability

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or
Watercraft
(continued)

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

Alcoholic Beverage Type
Businesses

This insurance does not apply to bodily injury or property damage for which any insured may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.



Contracts

This insurance does not apply to bodily injury or property damage for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such insured would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an insured contract, provided the bodily injury or property damage, to which this insurance applies, occurs after the execution of such contract or agreement.

Damage To Alienated
Premises

This insurance does not apply to property damage to any premises you sell, give away or abandon, if the property damage arises out of any part of those premises.

This exclusion does not apply if the premises are your work and were never occupied, rented or held for rental by you.

Damage To Impaired
Property Or Property Not
Physically Injured

This insurance does not apply to property damage to:

- impaired property; or
- property that has not been physically injured;
arising out of any:
 - defect, deficiency, inadequacy or dangerous condition in your product or your work; or

Reference Copy

CITY OF DETROIT

INTER-DEPARTMENTAL COMMUNICATION

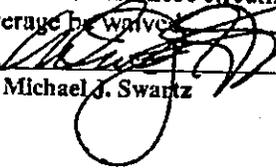
To: City of Detroit Law Department
1650 First National Building
660 Woodward Ave.
Detroit MI 48226

From: Finance Account Department
2 Woodward St 801
Detroit MI 48226

Date: August 18, 2014

Re: Owned Auto Coverage Waiver Request

This will affirm that Plante Moran, PLLC the Contractor under Contract No2790508, is an organization which owns no automobiles and will further affirm that the Contractor has no plans to acquire any automobiles during the term of the contract. Under these circumstances, it is requested that the contract requirement for Owned Auto Coverage be waived.

Signed,  Date, 8/18/14
Michael J. Swartz

Plante Moran the Contractor under Contract No. 2790508 is an organization which owns no automobiles and which has no plans to own any during the term of the contract. Under these circumstances, it is the recommendation of the Finance Account Department that the contract requirement for Owned Auto Coverage be waived.

Signed, _____ Date, _____
Michael Bridges, General Manager



Plante & Moran, PLLC
Suite 400
1000 Oakbrook Drive
Ann Arbor, MI 48104
Tel: 734.665.9494
Fax: 734.665.0664
plantemoran.com

August 18, 2014

Mr. John Naglick
Treasurer / Finance Director
City of Detroit
Coleman A. Young Municipal Center
2 Woodward Avenue - Suite 120
Detroit, MI 48226

Dear Mr. Naglick:

The purpose of this letter is to respond to the required affidavit regarding the application used by Plante & Moran for employment.

We do ask if there has been a felony conviction. While this will not automatically reject a person from the hiring process, it is important to understand that individuals with felony convictions are routinely denied a license by the State of Michigan. To work as an accountant in a CPA firm, staff must pass the exam and be licensed. Acknowledging the issue during the application period will allow us to evaluate the likelihood of the individual in obtaining a CPA license.

I hope that this explanation will help you understand the need for the question and the reason that it will remain in our application.

Very truly yours,

PLANTE & MORAN

A handwritten signature in black ink, appearing to read "Michael J. Swartz", written over the printed name.

Michael J. Swartz

MJS:bb

Secondary Phone:
 Email Address:
 Applied To:
 Job Posting Date:
 Posting Location Code:
 Cell Phone Number

"N/A"

Plante & Moran, PLLC is an Equal Opportunity Employer

If you have any technical issues with Plante & Moran, PLLC's Employment Application process, please contact OpenHire's Customer Support at 1-866-927-2472 or send an email at applicant_support@silkroad.com. Please provide the customer support representative with any information including error messages, so they may troubleshoot and correct any issues accordingly.

Please be prepared to complete this application in full within 60 minutes.

Personal Information

Required fields are marked with an asterisk (*).

First Name	Middle Name	Last Name	Suffix
Country of residence			
Address			
City	State/Location	Postal Code	
Primary Phone	Secondary Phone		
Email Address			

Background Information

Are your former employment references or education listed under a name other than that stated above?	
If yes, please indicate former name.	
Are you 18 years of age or older?	
Have you ever been in our employ?	
If yes, in what capacity.	
Do you know anyone who has been or is still in our employ?	
Name Relationship	
Name Relationship	

Have you ever been convicted of a felony?	
If Yes please explain	
If Yes County you where convicted in?	
If Yes State you where convicted in?	
Have you ever applied for a position through Plante & Moran in the past?	If yes, when and what position:
Can you perform the essential job functions for the position for which you are applying?: (If you have any questions as to what job functions are applicable to the position for which you are applying, please ask the interviewer before you answer this question.)	If accommodation is required, please clarify:
Are there any felony charges currently pending against you?	If yes, please describe:

Employment Preferences

Position Desired Internship	Pay Desired (U.S. Dollar Amount) (dddd.cc)
Current Salary?(dddd.cc)	
Are you willing to relocate? Are you eligible to work in the US? *	Will you now or in the future require "sponsorship for an immigration-related employment benefit?" * ("Sponsorship for an immigration-related employment benefit" means "an H-1B visa petition, an O-1 visa petition, an E-3 visa petition, TN status and 'job flexibility benefits' (also known as I-140 portability or Adjustment of Status portability) for long-delayed adjustment of status applications that have been pending for 180 days or longer.") If yes, please indicate which type of Visa petition or status: (Select all that apply)
Are you willing to Travel? If yes, what percentage?	I am available to work:
Are you authorized to work for any employer in the U.S.?	

Educational Background

High School	
School Name	School City
School State	Did you graduate?
Diploma/Degree	Course of study

GPA:		Choose Last year attended:
List any academic honors or offices held in high school:		
College/University		
School Name		School City
School State		Did you graduate?
Diploma/Degree		Course of study
GPA:		Choose Last year attended:
List any academic honors or offices held in college:		
Technical School		
School Name		School City
School State		Did you graduate?
Diploma/Degree		Course of study
GPA:		Choose Last year attended:
List any academic honors or offices held in technical school:		
Graduate/Professional		
School Name		School City
School State		Did you graduate?
Diploma/Degree		Course of study
GPA:		Choose Last year attended:
List any academic honors or offices held in graduate school:		
Other Information		
Languages Spoken		
Languages Written		
Have you completed any special courses, seminars, and/or training that would enable you to perform the duties of the position for which you are applying?		Are you presently employed?
May we contact your present employer?		If no, please explain:
Have you signed any non-compete agreements, non-solicitation agreements, trade secret agreements and/or covenants with any of your former or current employers?*		Has your employment ever been terminated involuntarily?*
		If yes, please explain:

List any current professional affiliations and organizations:

Membership in professional, trade or civic organizations

(Exclude those which disclose your race, sex, religion, national origin, age, ancestry, disability, or other protected status)

License Name

License Number

License State

List any additional professional certifications or licenses and date last renewed: Please include License Name, License Number and License State.

Employment History

Please list your most recent employer first.

Employer 1

Employer Name	Type of Business
Employer's Address	City
State	Zip Code
Phone Number	May we contact this employer?
Job Title	I am currently employed with this employer
Starting Date (mm/dd/yyyy)	Ending Date (mm/dd/yyyy) If currently employed enter today's date.
Starting Pay (in U.S. Dollars) (dddd.cc)	Starting Pay Interval
Ending Pay (in U.S. Dollars) (dddd.cc)	Ending Pay Interval
Supervisor's Name	Supervisor's Title
Reason for leaving or seeking other employment?	
Brief description of job	
Please explain any period between jobs:	

Employer 2 All fields required if an employer name is provided	
Employer Name	Type of Business
Employer's Address	City
State	Zip Code
Phone Number	May we contact this employer?
Job Title	I am currently employed with this employer
Starting Date (mm/dd/yyyy)	Ending Date (mm/dd/yyyy) If currently employed enter today's date.
Starting Pay (in U.S. Dollars) (dddd.cc)	Starting Pay Interval
Ending Pay (in U.S. Dollars) (dddd.cc)	Ending Pay Interval
Supervisor's Name	Supervisor's Title
Reason for leaving or seeking other employment?	
Brief description of job	
Please explain any period between jobs:	

Employer 3 All fields required if an employer name is provided	
Employer Name	Type of Business
Employer's Address	City
State	Zip Code
Phone Number	May we contact this employer?
Job Title	I am currently employed with this employer
Starting Date (mm/dd/yyyy)	Ending Date (mm/dd/yyyy) If currently employed enter today's date.

Starting Pay (in U.S. Dollars) (dddd.cc)	Starting Pay Interval
Ending Pay (in U.S. Dollars) (dddd.cc)	Ending Pay Interval
Supervisor's Name	Supervisor's Title
Reason for leaving or seeking other employment?	
Brief description of job	
Please explain any period between jobs:	

Employer 4 <i>All fields required if an employer name is provided</i>	
Employer Name	Type of Business
Employer's Address	City
State	Zip Code
Phone Number	May we contact this employer?
Job Title	I am currently employed with this employer
Starting Date (mm/dd/yyyy)	Ending Date (mm/dd/yyyy) If currently employed enter today's date.
Starting Pay (in U.S. Dollars) (dddd.cc)	Starting Pay Interval
Ending Pay (in U.S. Dollars) (dddd.cc)	Ending Pay Interval
Supervisor's Name	Supervisor's Title
Reason for leaving or seeking other employment?	
Brief description of job	
Please explain any period between jobs:	

Employer 5 All fields required if an employer name is provided	
Employer Name	Type of Business
Employer's Address	City
State	Zip Code
Phone Number	May we contact this employer?
Job Title	I am currently employed with this employer
Starting Date (mm/dd/yyyy)	Ending Date (mm/dd/yyyy) If currently employed enter today's date.
Starting Pay (in U.S. Dollars) (dddd.cc)	Starting Pay Interval
Ending Pay (in U.S. Dollars) (dddd.cc)	Ending Pay Interval
Supervisor's Name	Supervisor's Title
Reason for leaving or seeking other employment?	
Brief description of job	
Please explain any period between jobs:	

References

All references should be people you've worked with or for, not personal acquaintances, friends, relatives, etc.

Reference 1	
Name	Company Name
Business Address	City
State	Zip
Occupation	Job Title
Relationship	Years Known
Business Phone Number (###-###-####)	Secondary Phone Number (###-###-####)
Email Address	

Reference 2	
Name	Company Name
Business Address	City

State	Zip
Occupation	Job Title
Relationship	Years Known
Business Phone Number (###-###-####)	Secondary Phone Number (###-###-####)
Email Address	

Reference 3	
Name	Company Name
Business Address	City
State	Zip
Occupation	Job Title
Relationship	Years Known
Business Phone Number (###-###-####)	Secondary Phone Number (###-###-####)
Email Address	

Additional Information

List any other job-related experience, skills, or other qualifications that you believe should be considered in evaluating your qualifications for employment.
(maximum of 500 characters)

Conditions of Application and Employment

I certify that the facts set forth in this Application of Employment, in my resume, and in the other materials I have submitted are true and complete. I understand that any false, misleading, or incomplete information will result in disqualification from employment with the Firm, or in dismissal from employment if an offer of employment has been made and accepted.

I hereby authorize the Employer to contact all my former and current employers, educational institutions, and the other references I have provided regarding me and my performance record and work, academic, and/or military experience.

I hereby authorize my current and former employers to disclose to the Firm all requested information, whether or not substantiated and whether or not included in my personnel record, including but not limited to, any information concerning any unprofessional conduct by me, and to make available to the Firm copies of all documents, whether or not maintained in my personnel record, including but not limited to, documents relating to any unprofessional conduct by me.

I also hereby release the Employer and its employees and agents, and all of my former and current employers, educational institutions, and the other references I have provided from any and all liability and damages for releasing in good faith, or using information concerning me and my performance record and work, academic, and/or military experience. I also hereby waive any right under the Bullard-Plawecki Right to Know Act, 1978 PA 397, The Illinois Personnel Record Review Act, PA-86-324, or any other applicable law, to receive written notice from the Employer or any former or current employer, that disciplinary reports, letters of reprimand, or other disciplinary action taken against me while employed, will be or have been disclosed to a third person or entity.

I also understand that the Employer may conduct or have conducted by an individual or entity of its choice, a conviction-only criminal background history search on me. I hereby consent to this search being conducted and to the disclosure of the results of that search by the individual or entity conducting the search, the Employer, and its employees and agents, and hereby release and hold those individuals and entities harmless from any and all liability, claims, and damages, including but not limited to, claims for releasing or using any information revealed as a result of this search. I also understand and acknowledge that criminal convictions may result in disqualification from employment with the Employer or in dismissal from employment if an offer of employment had been made and accepted.

In consideration of my employment, I agree and understand that my employment and compensation can be terminated with or without cause, with or without notice, at either my option or at the option of the Employer, it being mutually understood and agreed that my relationship with the Employer is one of employment at will and that no representative of the Employer, has any authority to enter into any agreement for employment for any period of time or to make any agreement contrary to the foregoing, unless in the form of a written personal contract signed by the Human Resource Director.

I agree not to commence any action or suit relating to my employment with the Employer more than six (6) months after the occurrence of the facts giving rise to the claim, or more than six (6) months after the date of my termination of such employment, whichever is earlier, and to waive any longer statute of limitations to the contrary. In the event that the statute of limitations applicable to such a claim is less than six (6) months, I agree that the shorter statute of limitations shall apply.

If I am employed, I understand that additional personal data will be required for determination of benefit eligibility and for statistical purposes.

I will abide by all policies, rules and regulations, as amended from time to time, of the Employer.

I agree to the statements of the authorization above. *	I hereby Authorize this electronic signature submittal to serve as my legal signature *
Electronic Signature (enter full legal name)	Date (mm/dd/yyyy)
Print Name (enter full legal name)	Date (mm/dd/yyyy)

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: PLANT & MORAN, LLC
2. Address of Contractor: 27400 Northwestern Hwy
SOUTHFIELD, MI 48076
3. Name of Predecessor Entities (if any): PLANT & MORAN, LLC
PLANT & MORAN, CAPS
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 1984 (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.

Michael J. Swartz (Printed Name) Partner (Title)

[Signature] (Signature) 8/18/14 (Date)

Subscribed and sworn to before me
this ___ day of _____

Notary Public _____ County, Michigan

My commission expires: _____

SAM Search Results
List of records matching your search for :

Search Term : Plante* Moran*
Record Status: Active

ENTITY: Plante & Moran, PLLC	Status:Active
DUNS: 004913299 +4:	CAGE Code: 1SC89 DoDAAC:
Expiration Date: Jul 7, 2016	Has Active Exclusion?: No Delinquent Federal Debt?: No
Address: 27400 Northwestern Hwy	
City: Southfield	State/Province: MICHIGAN
ZIP Code: 48034-4724	Country: UNITED STATES