

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 3
TO CONTRACT NO. 2641654**

THIS AMENDMENT AGREEMENT NO. 3 (“Amendment”), between Williams Acosta, PLLC (“Attorney”), with offices located at 535 Griswold Street, Suite 1000, Detroit, Michigan 48226, and the City of Detroit, a municipal corporation acting by and through its Airport Department and its Law Department (“City”), is made to further amend Contract No. 2641654 (“Contract”) approved by Detroit City Council on September 15, 2004 between the City and Attorney.

WHEREAS, the City has engaged Attorney to provide certain services ("Services") to the City under the Contract; and

WHEREAS, the City and Attorney amended the Contract through Amendment Agreement No. 1 as approved by Detroit City Council on the Recess Week of August 28, 2006; and

WHEREAS, the City and Attorney amended the Contract through Amendment Agreement No. 2 as approved by the City of Detroit, Emergency Manager on June 11, 2014; and

WHEREAS, it is the mutual desire of the parties to further amend the Contract to provide increased compensation to cover additional costs related to the Services, as well as to limit the term of the Contract to June 30, 2018.

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

I. AMENDMENT TO ARTICLE 2 – TIME OF PERFORMANCE

1.01 Section 2.01 of the Contract is deleted in its entirety and replaced with the following:

The Contract term shall be from May 24, 2004 until June 30, 2018, unless otherwise terminated or amended pursuant to the Contract.

II. AMENDMENT TO ARTICLE 5 - COMPENSATION

2.01 Section 5.01 of the Contract is amended only to increase the maximum amount of compensation for the complete and proper performance of the Services under the Contract from Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) to an amount not to exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00).

III. AMENDMENT TO FIRST AMENDED EXHIBIT B

3.01 Section I. General of the First Amended Exhibit B of the Contract is amended only to increase the maximum amount of compensation for the complete and proper performance of the Services under the Contract from Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) to an amount not to exceed Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00).

IV. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT

- 4.01 With the exception of the provisions of the Contract specifically amended by this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

V. PAYMENT AUTHORIZATION

- 5.01 The Finance Director of the City shall not authorize any payment pursuant to this Amendment until the Amendment has been approved by the Detroit City Council, all appropriate departmental and commission approvals have been obtained and this Amendment has been executed by the City's Chief Procurement Officer.

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

CITY:

CITY OF DETROIT - AIRPORT DEPT.

BY: 

Print: Jason K. Watt

Title: Airport Director

CITY OF DETROIT - LAW DEPARTMENT

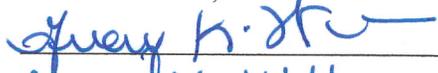
BY: 

Print: C.N. Raini

Title: Deputy Corp Counsel

ATTORNEY:

WILLIAMS ACOSTA, PLLC

BY: 

Print: Avery K. Williams

Title: Managing Partner

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON

5/17/16

Date

DocuSigned by:
 5/31/2016
E7BD9E26E53A4D0...

CHIEF PROCUREMENT OFFICER date

APPROVED BY THE LAW DEPARTMENT PURSUANT TO §7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

DocuSigned by:
 5/23/2016
23C12D9E4C0A41D...

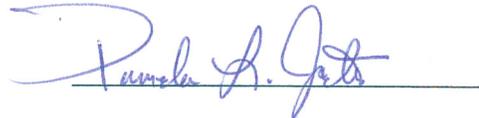
CORPORATION COUNSEL date

THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY THE DETROIT CITY COUNCIL, APPROVED BY THE FRC (IF APPLICABLE) AND SIGNED BY THE CHIEF PROCUREMENT OFFICER.

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 10th day of May 2016, by Charles Raimi, the Law Department Deputy Corporation Counsel of the City of Detroit, Michigan, on behalf of the City.



Notary Public, Wayne County, MI

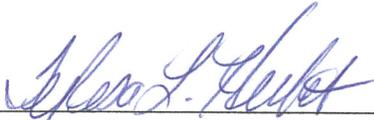
My commission expires: 11/26/2018

<p>PAMELA LYNN JETER Notary Public, State of Michigan County of Macomb My Commission Expires Nov. 26, 2018 Acting In Wayne County</p>

PLLC ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on this 10th day of May 2016, by Avery K. Williams, the Managing Member of Williams Acosta, PLLC, on behalf of the Professional Limited Liability Company.



Notary Public, Wayne County, MI

My commission expires: 7/12/2021

TERESA L. HERBERT
Notary Public, State of Michigan
County of Wayne
My Commission Expires 07-12-2021
Acting in the County of _____

**PROFESSIONAL LIMITED LIABILITY COMPANY
CERTIFICATE OF AUTHORITY**

I, Avery K. Williams a Manager or Member of Williams Acosta, PLLC, a limited liability company (the "Firm") **DO HEREBY CERTIFY** that I am a Manager or Member of the Firm who has the authority to act as an agent of the Firm in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Firm who have the authority to execute and commit the Firm to conditions, obligations, stipulations and undertakings contained in this Amendment between the City and the Firm:

Avery K. Williams

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Amendment have been obtained with respect to the execution of said Amendment.

IN WITNESS THEREOF, I have set my hand this 10th day of May, 2016.

CORPORATE SEAL
(if any)

Avery K. Williams
Manager or Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2016

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 AUTOMATIC DATA PROCESSING INSURANCE AGCY INC 1 ADP BLVD MS 625 ROSELAND, NJ 07068 (877) 677-0428	CONTACT NAME: PHONE (A/C, No, Ext): (877) 677-0428		FAX (A/C, No): (877) 677-0430
	E-MAIL ADDRESS: spcbicadp@travelers.com		
INSURED WILLIAMS ACOSTA PLLC 535 GRISWOLD ST STE 1000 DETROIT, MI 48226		INSURER(S) AFFORDING COVERAGE INSURER A : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	NAIC #
		INSURER B : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 746679357161011

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		680-6F917957-16	04/01/2016	04/01/2017	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-6F126385-16	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED AS PER CG D1 05 - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS FORM BUT ONLY AS RESPECTS TO LEGAL WORK.

CERTIFICATE HOLDER**CANCELLATION**CITY OF DETROIT
COLEMAN A. YOUNG AIRPORT
11499 CONNER
DETROIT, MI 48213

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

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OTHER INTEREST**CHANGE ENDORSEMENT****INSURING COMPANY:**

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Named Insured: WILLIAMS ACOSTA PLLC**Policy Number:** 680-6F917957-16-42**Policy Effective Date:** 04/01/2016**Policy Expiration Date:** 04/01/2017**Issue Date:** 04/19/2016**ADDITIONAL Premium \$** 61.00

Effective from 04/01/16 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

ON THE BUSINESSOWNERS COVERAGE PART DECLARATIONS, UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE-OCCURRENCE FORM, THE FOLLOWING LIMITS OF INSURANCE ARE CHANGED TO:

	FROM	TO
GENERAL AGGREGATE (EX PROD/COMP OPS) LIMIT	\$2000000	\$4000000
PROD/COMP OPS AGGREGATE LIMIT	\$2000000	\$4000000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1000000	\$2000000
EACH OCCURRENCE LIMIT	\$1000000	\$2000000

YOUR NEW POLICY LIMITS INCLUDE A CHANGE IN THE AGGREGATE LIMIT AVAILABLE FOR LOSSES UNDER YOUR POLICY. THIS NEW AGGREGATE LIMIT WILL APPLY ONLY TO LOSSES WHICH OCCUR AFTER THE NEW LIMIT IS EFFECTIVE AND PRIOR TO THE END OF THE POLICY PERIOD.

THE FOLLOWING FORMS AND/OR ENDORSEMENTS IS/ARE INCLUDED WITH THIS CHANGE. THESE FORMS ARE ADDED TO THE POLICY OR REPLACE FORMS ALREADY EXISTING ON THE POLICY:
IL TO 07 09 87

NAME AND ADDRESS OF AGENT OR BROKER

AUTOMATIC DATA PROC INS
1 ADP BLVD # 625

ROSELAND

NJ 07068

Countersigned by

Authorized Representative

DATE: 04/19/2016



**LAWYERS PROFESSIONAL LIABILITY POLICY
DECLARATIONS**

Agency:
738021

Branch:
912

Policy Number:
287479702

Insurance is provided by Continental Casualty Company,
333 S. Wabash Ave. Chicago IL 60604
A Stock Insurance Company.

1. NAMED INSURED AND ADDRESS:
Williams Acosta, PLLC
535 Griswold Street, Suite 1000
Detroit, MI 48226

NOTICE TO POLICYHOLDERS:

This is a Claims Made and Reported policy. It applies only to those claims that are both first made against the insured and reported in writing to the Company during the policy period. Please review the policy carefully and discuss this coverage with your insurance agent or broker.

2. POLICY PERIOD:

Inception: 01/01/2016
at 12:01 A.M. Standard Time at the address shown above

Expiration: 01/01/2017

3. LIMITS OF LIABILITY:

Inclusive of Claims Expenses

Each Claim: \$5,000,000
Aggregate: \$5,000,000

Death or Disability and Non-Practicing
Extended Reporting Period Limit of Liability:

Each Claim: \$1,000,000
Aggregate: \$2,000,000

4. DEDUCTIBLES:

Inclusive of Claims Expenses

Aggregate: \$25,000

5. POLICY PREMIUM:

Annual Premium: \$25,614.00

Total Amount: \$25,614.00

Includes CNA Risk Control Credit of \$ 0.00
Includes Net Protect Premium, see coverage endorsement if applicable

6. FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:

G-118011-A (Ed. 06/2015), G-118012-AC (Ed. 03/1999), G-118019-A (Ed. 12/2011), G-118024-A (Ed. 04/2008), G-118039-A21 (Ed. 06/2008), G-121011-AC (Ed. 04/2008), G-144292-A (Ed. 03/2003), GSL-3567-MI (Ed. 07/2008)

7. WHO TO CONTACT:

To report a claim:
CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Fax: 866-773-7504 / Online: www.cna.com/claims
Email: SpecialtyProNewLoss@cna.com
Lawyers Claim Reporting Questions: 800-540-0762

Authorized Representative

01/07/2016

Date



Continental Casualty Company
333 S. Wabash Ave.
Chicago, IL 60604

LAWYERS PROFESSIONAL LIABILITY POLICY

ATTORNEY SCHEDULE

Policy Number: 287479702

Name of Each Lawyer

Alan D Wasserman
Avery K. Williams
Cassandra Popa
David A. Domzal
Lisa M. Gardner
Ruben Acosta, Deceased 03/17/2012
Teri Whitehead
Victor J. Torres

Named Individual Retroactive Date

Same as Policy Retroactive/Prior Acts Date
Same as Policy Retroactive/Prior Acts Date
05/18/2015
Same as Policy Retroactive/Prior Acts Date
06/04/2012
Same as Policy Retroactive/Prior Acts Date
04/03/2014
Same as Policy Retroactive/Prior Acts Date



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (IEUB-6F12638-5-16)

RENEWAL OF (IFUB-6F12638-5-15)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

NCCI CO CODE: 12637

1.

INSURED:

WILLIAMS ACOSTA PLLC
535 GRISWOLD STREET SUITE 1000
DETROIT MI 48226-3692

PRODUCER:

AUTOMATIC DATA PROC INS
1 ADP BLVD MS 625
ROSELAND NJ 07068

Insured is **A LIMITED LIABILITY COMPANY**

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from **04-01-16 to 04-01-17 12:01 A.M.** at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

MI

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident: \$ 1000000 Each Accident
Bodily Injury by Disease: \$ 1000000 Policy Limit
Bodily Injury by Disease: \$ 1000000 Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MN
MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI
WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**.

DATE OF ISSUE: 02-19-16 DW

OFFICE: PAYROLL 70A

PRODUCER: AUTOMATIC DATA PROC INS

XV770



RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
OFFICE PAC
BUSINESS: LAWYERS

POLICY NO.: 680-6F917957-16-42
ISSUE DATE: 02/19/2016

INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

WILLIAMS ACOSTA PLLC
ATTN TEKA GANAWAY
535 GRISWOLD ST
STE 1000
DETROIT MI 48226

2. POLICY PERIOD: From 04/01/2016 to 04/01/2017 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
001	001	LAWYERS	535 GRISWOLD ST STE 1000 DETROIT MI 48226

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	ACJ

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
--------	---------------	------------------

7. PREMIUM SUMMARY:

Provisional Premium	\$	1,187.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

AUTOMATIC DATA PROC INS XV770
1 ADP BLVD # 625

Authorized Representative

ROSELAND NJ 07068

DATE: 02/19/2016



One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

OFFICE PAC

POLICY NO.: 680-6F917957-16-42

ISSUE DATE: 02/19/2016

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 04-01-16 to 04-01-17 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: LIMITED LIABILITY PARTNERSHIP

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE
General Aggregate (except Products-Completed Operations Limit)	\$ 2,000,000
Products-completed Operations Aggregate Limit	\$ 2,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Payments Limit (any one person)	\$ 5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.
 Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Fine Arts: \$ 25,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001

BUILDING NO.: 001

COVERAGE	LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY \$ *Replacement Cost	309,000	RC*	N/A	0.0%

COVERAGE EXTENSIONS:

Accounts Receivable	\$	25,000
Valuable Papers	\$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
 - a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
 - b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

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, Suite 500 Detroit, MI 48226
DATE SENT 02/08/2016 CONTACT PERSON Scott Brinkmann
PHONE NUMBER (313) 237.3006 FAX NUMBER EMAIL sbrinkma@detroitmi.gov
CONTRACT AMOUNT \$

SECTION B: CORPORATION LICENSE TYPE
CORPORATION NAME Williams Acosta, PLLC
ADDRESS 535 Griswold, Suite 1000 CITY/STATE/ZIP Detroit, MI 48226 OWN LEASE
CITY PERSONAL PROPERTY NUMBER 02992880.14 FID / EIN NUMBER 38-3627858
OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON Avery Williams PHONE NUMBER 313.963.3873 EMAIL ADDRESS AWilliams@williamsacosta.com

SECTION C: PARTNERSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
A: PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
B. PARTNER'S NAME PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
DRIVER'S LICENSE # OTHER CITY-OWNED PROPERTY PARCELS
CONTACT PERSON PHONE NUMBER EMAIL ADDRESS

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE
BUSINESS NAME
BUSINESS ADDRESS CITY/STATE/ZIP OWN LEASE
CITY PERSONAL PROPERTY NUMBER FID / EIN NUMBER
OWNER'S NAME DRIVER'S LICENSE # PHONE NUMBER
HOME ADDRESS CITY/STATE/ZIP OWN LEASE
OTHER CITY-OWNED PROPERTY PARCELS
EMAIL ADDRESS

SECTION E: PERSONAL SERVICES
NAME ADDRESS OWN LEASE
CITY/STATE/ZIP
PHONE NUMBER DRIVER LICENSE #
OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT
SOCIAL SECURITY NUMBER EMAIL ADDRESS

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY:
APPROVED DENIED DENIED WITH ATTACHMENTS
Annette Smith DATE FEB 09 2016 CLEARANCE VALID UNTIL AUG 31 2016

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

I, being a duly authorized representative of Williams Acosta, PLLC, (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) CPO 2641654 - Amendment No. 2

Duration of Covenant Council Approval of Amendment No. 2 to Completion of Services

Printed Name of Contractor/Organization Williams Acosta, PLLC
(Type or Print Legibly)

Contractor Address 535 Griswold, Suite 1000, Detroit, MI, 48226
(City) (State) (Zip)

Contractor Phone/E-mail (313) 963.3873 / AWilliams@williamsacosta.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Avery Williams Managing Member

Signature of Authorized Representative: *Avery Williams*

Date: 2/8/2016

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

Signature of Notary: *Teresa L. Herbert*

Printed Name of Seal of Notary: Teresa L. Herbert

My Commission Expires: 7, 12, 2021

TERESA L. HERBERT
Notary Public, State of Michigan
County of Wayne
My Commission Expires 07-12-2021
Acting in the County of _____

FOR CONTRACTING DEPARTMENT USE ONLY:

Date Rec'd: 2/9/16 Received by: SCOTT BRINKMAN Title: SR. ASSISTANT CORP. COUNSEL

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

AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS

Instructions. This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized and filed with the City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Suite 1240, Detroit, MI 48226 (City Code § 2-6-34(b)).

Note: "Immediate family member" of a person is that person's spouse, domestic partner, an individual living in the person's household, or an individual claimed as a dependent or spouse's dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name Williams Acosta, PLLC
Street address 535 Griswold, Suite 1000
City Detroit State Michigan Zip code 48226
Telephone 313 963-3873 Fax 313 961-6879 Email awilliams@williamsacosta.com

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name Avery Williams Title Managing Member
Telephone 313 963-3873 Fax 313 961-6879 Email AWilliams@WilliamsAcosta.com

Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))

The above named contractor or vendor or an immediate family member thereof

- has (if checked, complete rest of section below)
- does not have (if checked, skip to next section)

a financial interest, direct or indirect, in the following matters that are pending before the Detroit City Council or the following office, department or agency of the City _____

Matter CPO 2641654, Amendment No. 2

Interested Party (if an immediate family member, please provide an address and phone number and the nature of

the relationship to the filer): Name Avery Williams, Williams Acosta, PLLC
Street Address 535 Griswold, Suite 1000
City Detroit State MI Zip code 48226
Telephone 313-963-3873 Relationship Managing Member
Nature of financial interest CPO 2641654, Amendment No. 2

Estimated value of the financial interest _____

Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))

The above named contractor or vendor or an immediate family member thereof

- has (if checked, complete rest of section below)
- does not have (if checked, skip to next section)

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name Avery Williams, Williams Prosta, PLLC

Street Address 535 Griswold, Ste. 1000

City DETROIT State MI Zip code 48226

Telephone 313-963-3873 Relationship Managing Member

Description of real or personal property _____

Nature of interest CPO 2641654, Amendment No. 2

Estimated value of the interest _____

Section 4 - Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))

- The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

- is (if checked, attach most recent report to this disclosure)
- is not (if checked, skip to next section)

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

Section 5 - Immediate Family Members Employed by or Seeking Employment with City (City Code § 2-6-34(a)(5))

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

If none, check here: and skip to next section; otherwise, complete rest of section below:

Name _____

Street address _____

City _____ State _____ Zip code _____

Phone _____

Nature of relationship to filer _____

Department/agency employed by or seeking employment with _____

Position held or sought _____

Section 6 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Code § 2-6-34(a)(6), (7))

Please identify all persons or entities having a financial interest, direct or indirect, in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department or agency of the City. Complete on additional page(s), if necessary.

If none, check here and skip to next section; otherwise, complete rest of section below

Name Avery Williams

Street Address 535 Griswold, Suite 1000

City Detroit State MI Zip code 48226

Contract or matter in which the person or entity named has an interest _____

The above contract or matter is pending before the Detroit City Council or the following office, department or agency of the City _____

Nature of financial interest CPO 2641654, Amendment No. 2

Estimated value of the financial interest _____

Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-6-34(b))

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: Avery K. Williams

Print name: Avery K. Williams

Sworn and subscribed to before me on February 8, 2016
[by Avery Williams, the Managing Member
[name] [title]

of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: Teresa L. Herbert

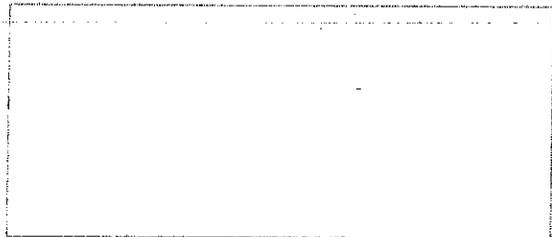
Print: Teresa L. Herbert

Notary Seal (if desired)

Notary Public, Wayne County, Michigan,

Acting in _____ County

My Commission Expires: 7-12-2021



TERESA L. HERBERT
Notary Public, State of Michigan
County of Wayne
My Commission Expires 07-12-2021
Acting in the County of _____

(EXHIBIT _____ TO CONTRACT/LEASE, Contract No. _____)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, *et seq.*, made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor; that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

(A) Donor	(B) Relationship to Contractor/Vendor	(C) Recipient	(D) Amount of Contribution or Expenditure	(E) Date
Avery Williams	Owner	Mayor Duggan	\$100.00	Jan. 2014
Avery Williams	Owner	Council member Tate	\$250.00	2013
Avery Williams	Owner	Council member Spivey	\$250.00	2013
Avery Williams	Owner	Council member Scott	\$250.00	2013
Avery Williams	Owner	Council member Jenkins	\$250.00	unknown

(EXHIBIT _____ TO CONTRACT/LEASE, Contract No. _____)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

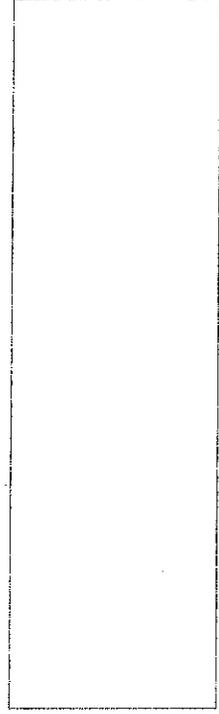
I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: Avery K. Williams
 Print name: Avery K. Williams

Sworn and subscribed to before me on February 9, 2016 [by Avery K. Williams, the Managing Member of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: Teresa L. Herbert
 Print: Teresa L. Herbert
 Notary Public, Wayne County, Michigan,
 Acting in _____ County
 My Commission Expires: 7-12-2021

Notary Seal (if desired)



CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Williams Acosta PLLC.
2. Address of Contractor: 535 Griswold Ste 1000
Detroit, MI 48226-3692

3. Name of Predecessor Entities (if any): _____

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

If "No", complete Items 5 and 6.

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

5. Contractor was established in 2002 (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.

Tevan Gowanoy (Printed Name) Office Manager (Title)
T. Gowanoy (Signature) 07/22/2015 (Date)

Subscribed and sworn to before me
this 22 day of July 2015

Teresa L. Herbert
Notary Public, Wayne County, Michigan
My Commission expires: 7-12-2021

TERESA L. HERBERT
Notary Public, State of Michigan
County of Wayne
My Commission Expires 07-12-2021
Acting in the County of _____

Hiring Policy Compliance Affidavit

I, Avery K. Williams, being duly sworn, state that I am the Managing
Member of Williams Acosta, PLLC
Title Name of Bidder Corporation or Other Business Entity

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

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

SIGNED,

Avery K. Williams
Title: Managing member Date: 2/10/2016

STATE OF Michigan)
COUNTY OF Wayne) SS

The foregoing Affidavit was acknowledged before me the 10th day of February, 2016,
by Avery K. Williams.

Teresa L. Herbert
Notary Public, County of Wayne
State of Michigan
My commission expires: 7-12-2021

TERESA L. HERBERT
Notary Public, State of Michigan
County of Wayne
My Commission Expires 07-12-2021
Acting in the County of _____



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Law

E-MAIL ADDRESS: sbrinkma@detroitmi.gov

CONTACT NAME: Scott Brinkmann PHONE: 313.237.3006 FAX: _____

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

A. To:
 City of Detroit
 Income Tax Division
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Ste. 512
 Detroit, MI 48226

For:
 Individual or
 Company Name Williams Acosta, PLLC
 Address 535 Griswold Street, Suite 1000

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

City Detroit
 State MI Zip Code 48226
 Telephone 313.963.3878 Fax # _____
 E-mail Address AWilliams@williamsacosta.com

B. Name of Chief Financial Officer/Authorized Contact Person (Include address if different from above) <u>Avery Williams</u>	Telephone # <u>313.963.3878</u>
Employer Identification or Social Security Number <u>38-3627858</u>	Spouse Social Security Number _____

Nature of Contract _____ BID CONTRACT AMOUNT (if known):
 Labor: \$ _____ Material: \$ _____
 Contract # (if known) _____

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

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

Yes No Signature Valerie Haggans Date 2-12-16 Expires _____
 Yes No Signature Valerie Haggans Date 2-17-16 Expires 2-17-17
 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

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

WILLIAMS & ACOSTA, PLLC

CONTRACT NO. 2641654

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CITY OF DETROIT
LEGAL SERVICES CONTRACT

THIS CONTRACT is entered into between Williams & Acosta, PLLC, a professional corporation with offices at 660 Woodward, Suite 2430, Detroit, Michigan 48226 ("*Attorney*") and the City of Detroit, a municipal corporation of the State of Michigan, acting by and through its Law Department represented by its Corporation Counsel ("*City*").

WHEREAS, Section 6-408 of the City of Detroit Charter empowers the Corporation Counsel to employ an outside attorney as Special Corporation Counsel for any particular matter or proceeding; and

WHEREAS, the Corporation Counsel has determined that it is necessary to retain the *Attorney* as special counsel to provide the legal services ("*Services*") described in Exhibit A of this *Contract*; and

WHEREAS, other related work may be provided in support of the *Services*.

NOW THEREFORE, in consideration of the mutual undertakings and the benefits to the parties it is agreed as follows:

1. ENGAGEMENT OF ATTORNEY

- 1.01 The *City* engages the *Attorney* to perform the *Services* set forth in Exhibit A. The *Attorney* agrees to perform the *Services* in accordance with the terms and conditions contained in this *Contract*, consistent with the standard of legal practice in the community.
- 1.02 In the event of a dispute between the parties regarding the extent or character of the *Services*, the interpretation of the *City* shall govern.
- 1.03 All conferences and consultations deemed necessary by the *City* for the performance of this *Contract* shall be included within the scope of *Services*.

2. TIME OF PERFORMANCE

- 2.01 Performance of this *Contract* shall commence on May 24, 2004 and shall continue through satisfactory completion of the *Services*.
- 2.02 The *City's* Finance Director shall not authorize any payment pursuant to this *Contract* until the *Contract* is awarded by Resolution of the Detroit City Council, all appropriate departmental approvals are secured, and the *Contract* is executed by the *City's* Purchasing Director.

3. INFORMATION GATHERING FOR THE ENGAGEMENT

- 3.01 Upon request, the *City* shall provide to the *Attorney* without charge all information in its possession ("*Information*") the *City* deems necessary for the performance of this *Contract*. *Information* includes, but is not limited to, available data, reports, records, interviews, and consultations with *City* personnel.
- 3.02 The *Attorney* shall be permitted to visit *City* offices and facilities, as approved by the *City*, to obtain necessary *Information*.
- 3.03 Appropriate conferences and consultations shall be scheduled at convenient times with appropriate *City* personnel for the purpose of gathering *Information*.

4. ATTORNEY PERSONNEL AND ADMINISTRATION

- 4.01 The *Attorney* warrants that all personnel in its employ and all subcontractors, agents or consultants assigned to the performance of the *Services* ("*Associates*") are fully qualified to perform such *Services* under the state laws and governing professional regulations where such *Associates* are employed.
- 4.02 Each *Associate* utilized by the *Attorney* in the performance of this *Contract* shall devote such time, attention, skill, knowledge and professional ability as are necessary to most effectively and efficiently perform the *Services* in accordance with the standard of professional practice in the State of Michigan.
- 4.03 The relationship of the *Attorney* and the *Attorney's Associates* to the *City* is and shall continue to be, that of an independent contractor and not an employer/employee relationship. No liability for benefits characteristic of an employer/employee relationship, including but not limited to, workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to an employer/employee relationship, shall arise or accrue to the *City* as a result of the *Attorney's* or the *Associate's* performance of this *Contract*. The *Attorney* agrees to indemnify and hold the *City* harmless against any claims, including related costs and expenses, for benefits arising out of an employer/employee relationship related to the performance of this *Contract*.
- 4.04 (a) Upon request of the *City*, separate and apart from monthly statements of *Services*, the *Attorney* shall submit monthly or other regular written progress reports delineating work performed and significant events achieved. Such reports shall be signed by an authorized representative of the *Attorney*.
- (b) Notwithstanding the provisions of Subsection 4.04(a), supra, the *Attorney* shall inform the *City* of the status of the *Services* on a regular basis, and shall inform the *City* of all material and significant developments in the subject matter of this *Contract* as soon as

practicable under all relevant circumstances, including:

- (1) Probable delays or adverse conditions which do or may prevent accomplishment of the objectives of this *Contract*. This disclosure shall be accompanied by a statement of any remedial action taken or contemplated by the *Attorney*.
- (2) Favorable developments or events which enable *Contract* objectives or time schedules to be accomplished sooner than anticipated.

4.05 The *Attorney* shall maintain full and complete books, records, documents, memoranda, notes, correspondence, files, books and accounts (collectively "*Records*") which shall reflect the *Attorney's* performance of this *Contract*. Financial *Records* shall be kept in accordance with generally accepted accounting practices.

5. COMPENSATION

5.01 The *City* agrees to pay the *Attorney* for the complete and proper performance of the *Services* at the rate set forth in Exhibit B a sum not to exceed Sixty-Five Thousand Dollars and No/100 Dollars (\$65,000.00), unless otherwise agreed to by the parties in writing and legally authorized pursuant to Article 13. It is understood by the parties that the compensation stated above includes the reimbursable expenses authorized in Exhibit B (*Reimbursable Expenses*) and any and all remuneration of any kind to which the *Attorney* may be entitled.

5.02 The *City* agrees to reimburse the *Attorney* for the *Reimbursable Expenses* identified in Exhibit B which are actually incurred in connection with the proper performance of the *Services*. Expenses outside the categories enumerated in Exhibit B shall not increase the amount payable stated in Section 5.01, and shall not be reimbursed by the *City* unless such charges are reasonable and are incurred after written approval is given by the *City*.

5.03 The *City* shall have the right to examine and audit all *Records* and other supporting data of the *Attorney* as the *City* deems necessary to permit adequate evaluation of the *Services* performed, or the charges for time or the requests for *Reimbursable Expenses* submitted by the *Attorney*. The *Attorney* shall include a similar covenant allowing for *City* audit in any contract the *Attorney* has with a subcontractor, consultant, or agent whose services will be charged directly or indirectly to the *City*. The *City* may delay payment to the *Attorney* pending the results of any such audit without penalty or interest.

6. METHOD OF PAYMENT

6.01 (a) Payment for the proper performance of this *Contract* shall be contingent upon receipt by the *City* of accurate, complete, and timely invoices from the *Attorney*. The invoice shall state the cost of all *Services* for the subject billing period and the total cost of the *Services* rendered to date. The invoices shall also itemize the date of each *Service* performed, the name of the

attorney or other person who performed the *Service* (each item should refer to only one person), a brief description of the *Service* performed, the amount of time expended on performing the *Service* and each expenditure or charge for which reimbursement is sought.

- (b) The *Attorney's* invoice for each month of *Services* shall be submitted to the *City* within sixty (60) days of the rendering of such *Services*. If the invoice requests payment or reimbursement for *Reimbursable Expenses*, the appropriate receipts for such *Reimbursable Expenses* shall be attached, if so requested by the *City*.

6.02 Invoices and reports shall be directed to the attention of the Corporation Counsel as specified in the Notice provisions contained in Article 15 of this *Contract*.

6.03 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 individual responsible for accepting performance under this *Contract* and from whom payment should be requested is:

Ruth C. Carter
Corporation Counsel
City of Detroit Law Department
1650 First National Building
Detroit, MI 48226-3535
(313) 237-3031 (telephone)
(313) 224-5505 (facsimile)

7. INDEMNITY

7.01 The *Attorney* agrees to indemnify and hold the *City* harmless against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants at the prevailing market rate for such services) which may be imposed upon, incurred by, or asserted against, the *City* by reason of any of the following:

- (a) Any negligent or tortious act, error, or omission attributable in whole or, in part, to the *Attorney* or any of the *Attorney's Associates*, now existing or hereafter created.
- (b) Any failure by the *Attorney* or any *Associate* to perform their obligations either implied or expressed under this *Contract*.

7.02 The *Attorney* agrees that it is the responsibility of the *Attorney* and not the responsibility of the *City* to safeguard *City* property and material that is used by the *Attorney* or its

Associates in the performance of this *Contract*. Further, the *Attorney* agrees to indemnify and hold the *City* harmless against costs and expenses resulting to the *City* from any loss of such property or material.

8. INSURANCE

8.01 During the term of this *Contract* the *Attorney* shall maintain at all times at the *Attorney's* sole expense the following insurance coverage placed with an insurance carrier or carriers licensed to do business in Michigan and rated "A" or better by Bests, or with a risk retention group that is subject to Public Act 214 of 1989, MCL 500.1801, et seq., as amended:

- (a) Professional liability (errors and/or omissions) insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.
- (b) Workers' Compensation Insurance which meets Michigan statutory requirements.

8.02 If during the term of this *Contract* changed conditions or other pertinent factors should, in the reasonable judgment of the *City*, render inadequate the foregoing insurance limits, the *City* may demand that the limits be increased. Within thirty (30) days of such a demand, the *Attorney* shall obtain the additional coverage and furnish evidence of such coverage to the *City*. The rating requirements of Section 8.01 apply to the *Attorney's* procurement of additional coverage under this Section.

8.03 The insurance coverage described in Section 8.01, as well as any modification thereto required by Section 8.02, shall name the *Attorney* as the insured and shall contain an endorsement that such policies will not be canceled without at least thirty (30) days' prior notice to the *City*. In the event the *Attorney* receives notice of such policy cancellation, the *Attorney* shall immediately notify the *City* of same in writing. Certificates of insurance evidencing the coverage described in Section 8.01 shall be submitted to the Finance Department, Accounts Payable Section, 642 Coleman A. Young Municipal Center, at the time the *Attorney* executes the *Contract* and at least fifteen (15) days prior to the expiration dates of expiring policies. Prior to the commencement of the *Services*, the *Attorney* shall also provide the *City's* Law Department with a copy of the endorsement described in the first sentence of this Section.

9. TERMINATION

9.01 The *City* may terminate this *Contract* with or without cause at any time without incurring any further liability whatsoever other than as stated in this Article 9, by giving written notice to the *Attorney* of such termination ("*Notice of Termination*"). The *Notice of Termination* shall specify the effective date of termination, at least three (3) calendar days

prior to the effective date of such termination, and this *Contract* shall terminate in all respects as if such date were the date originally given for the expiration of this *Contract*.

- (a) Except as provided in this Section 9.01(b) below, if this *Contract* is terminated, the *City* will pay the *Attorney* for the *Services* rendered prior to termination as soon thereafter as can be authorized by the Finance Department. The amount of the final payment shall be computed by the *City* on the basis of the *Services* rendered, less the amount of any previous payments made. Acceptance of the final payment by the *Attorney* shall constitute full and complete payment for the *Services* rendered by the *Attorney* pursuant to the *Contract* and shall be an accord and satisfaction between the parties.
- (b)
 - (1) Without waiver of any right under law, the *City* may terminate this *Contract* for cause by issuing a *Notice of Termination* to the *Attorney* at least twenty-four (24) hours before the effective date of the termination. Cause for termination shall include but not be limited to the following circumstances: (a) failure by the *Attorney* to fulfill in a timely and proper manner its obligations under this *Contract*; or (b) violation by the *Attorney* of any of the covenants, agreements, or stipulations of this *Contract*; or (c) termination by the *Attorney* of business in the normal course.
 - (2) In the event that the *Contract* is terminated for cause, the *Attorney* shall be liable to the *City* for any damages the *City* sustains by virtue of the *Attorney's* breach and any reasonable costs the *City* might incur enforcing or attempting to enforce this *Contract*, including reasonable attorney's fees. The *City* may withhold any payment(s) to the *Attorney* for the purpose of set-off until such time as the exact amount of damages due the *City* is determined. It is expressly understood that the *Attorney* will remain liable for any damages the *City* sustains in excess of any set-off.
- (c) The parties expressly agree that the total of any payments made by the *City* to the *Attorney* pursuant to this Section 9.01 shall not exceed the amount payable under Section 5.01, as amended pursuant to Article 13, less the amount of any previous payments made by the *City* to the *Attorney*.

9.02 After receipt of a *Notice of Termination* and except as otherwise directed by the *City*, the *Attorney* 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.

- (c) As of the date the termination is effective, present all *Records* and submit to the *City* such other records, reports, documents and pleadings as the *City* shall specify. The *Attorney* shall carry out such directives as the *City* may issue concerning the safeguarding or disposition of files and property.
- (d) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this *Contract*.
- (e) For each pending lawsuit in which the *Attorney* has entered an appearance under this *Contract*, notify the court in writing that the *Attorney* is no longer the attorney of record and advise the court to address all correspondence to the Corporation Counsel.

9.03 Within seven (7) calendar days following the *Notice of Termination*, all the *Attorney's* finished or unfinished original (or copies when originals are unavailable) documents, data, studies, briefs, memoranda, drawings, maps, models, photographs, files, intermediate materials, supplies, notes, reports or other materials (collectively "*Work Product*") prepared by the *Attorney* under this *Contract* or in anticipation of this *Contract* shall be delivered to the *City* free from any claim or reservation of rights thereto on the part of the *Attorney*.

9.04 In the event of termination of the *Contract* access to the *Work Product* prior to delivery to the *City* shall be restricted to duly authorized representatives of the *City* and the *Attorney*. The *Attorney* shall have no right to disclose or use any information gathered in the course of performance under this *Contract* without obtaining the written concurrence of the *City*. All such information shall be Confidential and handled in such a manner at all times as to preserve confidentiality. The *Attorney* acknowledges that the *Work Product*, as well as any products and materials related thereto, are proprietary to the *City*, having been developed for the sole use of the *City*.

10. ASSIGNMENT OR SUBCONTRACTING

10.01 The *Attorney* shall not assign, encumber or transfer any interest in this *Contract* and shall not transfer any interest in this *Contract* without the prior written consent of the *City*. Any such consent given in any one instance shall not relieve the *Attorney* of its obligation to obtain the prior written consent of the *City* to any further assignment, encumbrance or transfer.

10.02 None of the *Services* covered by this *Contract* shall be subcontracted without the prior written approval of the *City*. The *Attorney* agrees to indemnify and hold the *City* harmless against any claims against the *City* arising out of subcontracts entered by the *Attorney* and the subcontractor in the performance of this *Contract*.

10.03 This *Contract* shall inure in all particulars to the benefit of the *City* and its agents, successors, assigns and all other associated, affiliated or subsidiary entities, now existing, or hereafter created.

11. CONFLICT OF INTEREST

11.01 (a) The *Attorney* shall devote all of the time which may be required for the proper performance of the *Services* to be rendered to the *City* pursuant to this *Contract*. However, the *Attorney* shall not be prevented or barred by this *Contract* from accepting other employment herein specified. The *City* is aware that the *Attorney* represents, or may represent, clients in matters in which the interests of such clients are adverse to the *City* or its departments, boards or agencies. The *Attorney* covenants: that the *Attorney* has fully disclosed or will fully disclose the nature of these conflicts to the *City* before undertaking representation of such clients; that the *Attorney* obtained or will obtain appropriate written waivers from the *City* with respect to such conflicts before undertaking representation of such clients; that the *Attorney* has undertaken, or may undertake, the representation of specific clients and subject matters which are the subject of such waivers; and, that such conflicts do not and will not affect the *Attorney's* ability to perform the *Services* required under this *Contract*. If the *City* grants the *Attorney* a waiver for a specific client and subject matter pursuant to this Section 11.01 (a), the *City* will not later hold the *Attorney* in default of this *Contract* for undertaking representation of such client with regard to the specific subject matter for which the waiver was granted as long as the *Attorney* continues to comply with the Michigan Rules of Professional Conduct.

(b) The *Attorney* further covenants that no officer or employee of the *City*, and no other public official who exercises any responsibility in the review or approval of the engagement or the performance of this *Contract*, has any personal or financial interest, direct or indirect, in the *Contract* or in the proceeds thereof.

11.02 The *Attorney* warrants that no persons have been, or will be, employed to solicit or secure this *Contract* upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly. If the *Attorney* or its *Associates* breaches this warranty, the *City* may, at its option, terminate this *Contract* without penalty, liability, or obligation, or may deduct from any amounts owed to the *Attorney* hereunder, the amounts of any such commission, percentage, brokerage or contingent fee.

11.03 It is recognized that the *Attorney* may engage in legal services for other clients to the extent that the rendering of such services does not conflict with the *Services* to be performed under this *Contract*.

11.04 It is further recognized that during the term of this *Contract*, the *City* may contract with other attorneys providing the same or similar *Services*.

12. CONFIDENTIAL INFORMATION

- 12.01 In order that the *Attorney* may effectively fulfill its obligations to the *City* under this *Contract*, it may be necessary or desirable for the *City* to disclose confidential and proprietary information 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 *Attorney* and its *Associates* shall regard all information gained as a result of the *Services* to be performed as information which is proprietary to the *City* and not to be disclosed to any organization or individual without the prior written consent of the *City*.
- 12.02 The *Attorney* shall take appropriate action to ensure that all its *Associates* comply with this policy of nondisclosure of confidential information.

13. AMENDMENTS

- 13.01 The *City* may consider it in its best interest to change, modify, or extend, a term or condition of this *Contract*; or the *City* may request the *Attorney* to perform additional services. Any such change, extension or modification which is mutually agreed upon by the *City* and the *Attorney* shall be incorporated by written amendments to this *Contract*. Such amendments shall not invalidate this *Contract* nor relieve or release the *Attorney* or the *City* from any of their respective obligations under this *Contract*.
- 13.02 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, and is approved by the City Council and executed by the Purchasing Director.

14. FAIR EMPLOYMENT PRACTICES

- 14.01 The *Attorney* shall comply with the United States Constitution, the State of Michigan Constitution and all federal, state and local legislation and regulations governing fair employment practices and equal employment opportunity.
- 14.02 The *Attorney* agrees that all subcontractors will be notified of the obligations relating to nondiscrimination and affirmative action under this *Contract* when they are solicited and will include the provisions of this Article in any subcontract, as well as provide the *City* with a copy of any subcontract agreement.

15. NOTICES

- 15.01 All notices and communications under this *Contract* shall be given in writing, addressed as follows and mailed by first-class mail:

If to the Attorney: Williams & Acosta, PLLC
660 Woodward, Suite 2430
Detroit, Michigan 48226

Attention: Avery K. Williams, Esq.

If to the City: City of Detroit Law Department
1650 First National Building
Detroit, Michigan 48226-3535

Attention: Ruth C. Carter
Corporation Counsel

15.02 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 thereof to the other as herein provided. Any notice given by a party hereunder must be signed by an authorized representative of such party.

15.03 Termination notices, change of address notices, or other notices of a legal nature shall be sent by certified mail, postage prepaid, return receipt requested.

16. MISCELLANEOUS

16.01 The failure by a party to insist upon the strict performance of any term of this *Contract* or to exercise any right, term or remedy consequent upon a breach thereof shall not constitute a waiver of any breach of such *Contract*. The waiver of any breach shall not affect or alter this *Contract*, and each and every covenant, agreement, term, and condition of this *Contract* shall continue in full force and effect.

16.02 If any provision of this *Contract*, or its application to any person or circumstances, shall be judicially determined to be invalid or unenforceable, the remainder of this *Contract* shall not be affected thereby, and each provision of this *Contract* shall be valid and enforceable to the fullest extent permitted by law.

16.03 This instrument, including Exhibits A, B and C attached hereto and made a part hereof, contains the entire agreement between the parties, and all prior negotiations and agreements are merged herein. Neither party has made any representations except those expressly set forth in this *Contract*, and no rights or remedies are, or shall be, acquired by either party by implication unless expressly set forth in this *Contract*.

16.04 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 article, section or other subdivision.

16.05 The headings of the sections in 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.

16.06 (a) 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.

(b) This *Contract*, and all actions arising hereunder, shall be governed by the laws of the State of Michigan.

(c) The *Attorney* submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this *Contract*.

(d) The *Attorney* also agrees that it will not commence any action against the *City* because of any matter arising out of this *Contract* in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

16.07 The *Attorney* covenants that the *Attorney* is not and will not become in arrears to the *City* upon any obligations to the *City*, including real property, personal property, and income taxes.

16.08 As used in this *Contract*, the singular shall include the plural, the plural shall include the singular.

16.09 For purposes of the hold-harmless provisions contained in this *Contract*, the term "*City*" shall be deemed to include the City of Detroit, its officers, agents and employees, and all other associated, affiliated or subsidiary entities, now existing, or hereafter created and their officers, agents and employees.

IN WITNESS WHEREOF, the City and the Attorney, by and through their duly authorized officers and representatives, have executed this Contract.

WITNESSES:

1. Etheldra Bowen
(Signature)

Etheldra Bowen
(Print Name)

2. David Webley
(Signature)

David Webley
(Print Name)

ATTORNEY:

BY: Avery K. Williams
(Signature)

Avery K. Williams
(Print Name)

ITS: Co-managing Member
(Title)

WITNESSES:

1. David P. Clements
(Signature)

David P. Clements
(Print Name)

2. Vanita R. Harvin
(Signature)

VANITA R. HARVIN
(Print Name)

CITY OF DETROIT LAW DEPARTMENT:

BY: Ruth C. Carter
(Signature)

Ruth C. Carter
(Print Name)

ITS: Corporation Counsel
(Title)

THIS CONTRACT WAS APPROVED BY THE CITY COUNCIL ON

Purchasing Director Date

APPROVED BY LAW DEPARTMENT PURSUANT TO SECTION 6-406 OF THE CHARTER OF THE CITY OF DETROIT

Ruth C. Carter
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

The *Attorney* shall act for and assist the City of Detroit Law Department by providing legal representation to the *City* in the following matters: Steel Associates, Inc. v City of Detroit, Wayne County Circuit Court No. 02-223249 CC, Michigan Court of Appeals No. 254025; HRT Enterprises and Merkur Steel Supply, Inc. v City of Detroit, Wayne County Circuit Court No. 02-240493, Michigan Court of Appeals No. 2522858; and other inverse condemnation suits relative to Detroit City Airport as requested and appeal..

EXHIBIT B

SCHEDULE OF FEES AND REIMBURSABLE EXPENSES

I. General

The *Attorney* shall be paid for those *Services* performed pursuant to this *Contract*, inclusive of all *Reimbursable Expenses*, an amount not to exceed the sum of Sixty-Five Thousand Dollars and No/100 Dollars (\$65,000.00) in accordance with the terms and conditions herein and with Article 5 and Article 6, and subject to Article 13. The Fee Schedule below states the maximum hourly billable rate the *Attorney* may charge the *City* for performance hereof.

II. Fee Schedule

<u>CLASSIFICATION</u>	<u>BILLABLE HOURLY RATE</u>
Senior Partner	\$160.00
Associate	\$120.00
Paralegal/Law Clerk	\$ 65.00

Overtime pay for Clerical, Paralegal, Legal Assistant or Law Clerk services will not be reimbursed without prior approval of the Corporation Counsel. The rate shall be mutually agreed upon. Further, the *Attorney* shall submit a statement of itemized expenditures upon request by the *City* which shall include but is not limited to: (1) Court/Hearing appearances, (2) Research activities, and (3) other related expenses for the *Attorney's* billings under the *Contract*.

III. Reimbursable Expenses

(a) The *Attorney* shall be paid for its *Reimbursable Expenses* which shall be the actual cost incurred by the *Attorney* for expenses advanced on behalf of the *City* in connection with the *Services* performed by the *Attorney*.

(b) In addition, reimbursement is allowable for: travel and sustenance in excess of fifty (50) miles outside the corporate limits of the City of Detroit and in accordance with City of Detroit Budget Directive 99-1, included herein.

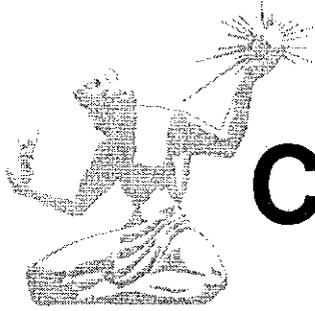
(c) The following services shall be invoiced at the rates which represent the actual costs of the *Attorney*: parking, photocopying, necessary local deliveries, toll or long distance telephone charges, transcript costs, postage, express mail services, outside printing and photocopying, filing, notary, expert witness fees, electronic database services and miscellaneous like expenses directly related and necessary for rendering the *Services*.

(d) Photocopying (in-house) rates shall not exceed \$.20 per page. Outside printing rates shall be ascertained by contacting at least three (3) commercial agencies and selecting the lowest minimum charge.

(e) Reimbursement will not be made for local FAX charges; long distance FAX charges

(f) In order to obtain reimbursement for costs or expenses not enumerated herein, the *Attorney* shall submit to the Corporation Counsel a written request for approval of such costs or expenses **prior to incurring them.**

(g) The *City* will not pay any charges relating to the preparation or processing of invoices by the *Attorney*.



City of Detroit

BUDGET DIRECTIVE 99-1 TRAVEL PROCEDURES

**Budget Department
Effective October 1, 1999**

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I. GENERAL POLICY STATEMENT

The purpose of this directive is to provide guidelines and specific procedures for the expenditure and reimbursement of funds used for non-local travel by non-elected City employees. The goal of the policy is to accomplish travel deemed important by agency directors in the least expensive but in an expeditious manner. Employees traveling at the City's expense are responsible for insuring that travel is conducted using the least expensive, yet practical alternative. All travel will be limited to the continental United States, unless expressly approved by the appropriate authorizing person, as described in this directive. Continental United States travel does **not** include Hawaii or Alaska. Travel beyond the continental U.S. for Executive Branch employees will require the expressed approval by the Mayor, Deputy Mayor or Chief of Staff (this includes Canada). There shall be no exceptions.

Responsibility and Control

An employee traveling on official business is expected to exercise the same care in incurring expenses that a prudent person would if expending personal funds and is responsible for insuring that travel is conducted using the least expensive, yet practical alternative. Employees traveling on City business are considered to be delegates of the City of Detroit and at all times shall conduct themselves properly so as to leave a favorable impression of the City.

Employees are expected to:

- ◆ Exercise good judgement with respect to travel expenses;
- ◆ Check for accuracy of bills and other travel documents before accepting or paying them;
- ◆ Report all expenses and advances promptly and accurately with the required documentation and;
- ◆ Request reimbursement on necessary and reasonable expenses only.

Director's authorization of the employee travel request is expected to be contingent upon favorable review of the cost-effectiveness of the planned travel, its aid in achieving the goals of the City, and the degree of compliance to this directive.

- ◆ Special or non-programmatic meetings should not be approved if there is a possibility that the information sought could be obtained by telephone or by written correspondence.
- ◆ Priority will be given to seminars and training courses if the cost of travel will be offset by measurable improvements in effectiveness, and if the subject matter is not available at any educational institutions in the Detroit area.
- ◆ Any training seminars must be specific to the enhancement of an individual's job performance. Travel for the purpose of "individual or intellectual growth" that is not specific to the enhancement of the performance of an employee's duties should not be approved.

Budget Department approval of authorized employee travel requests will be based on:

- ◆ Conformity with guidelines specified in this directive.
- ◆ Availability of sufficient funds in an agency's travel object account.

Local Travel, including Ann Arbor and Lansing, in most instances will be considered part of a normal workday (200 miles round trip maximum). If travel is done by private car, the City's Standard Private Mileage reimbursement will be allowed in addition to parking and registration fees. Also, overnight lodging will only be allowed when, at the discretion of the Authorizing Person, the evening travel would be a disruptive element in the process of conducting official City business. However, in no instance is lodging allowed the final day of the conference, seminar, etc.

II. PROCEDURES FOR PREPARING BUSINESS TRAVEL REQUEST

Arranging Your Travel

All travel arrangements must be made with the City's Authorized Travel Agent. Arrangements made any other way will not be reimbursed. The Travel Agent will make arrangements in accordance with this directive.

All employees require prior authorizations for business travel and are subject to the rate ceilings for allowables identified in the next section.

A **travel authorization form** (*attached*) must be submitted to Budget Department for each employee requesting non-local travel, unless identical expenditures are requested for all travelers on the same trip. A list of proposed travelers, including title and contact information, must then accompany the travel authorization form.

All Pre-Employment Travel will be handled through the Human Resources Department. Refer to Human Resources letter dated May 6, 1996 regarding Pre-Employment Travel and Relocation Reimbursement Policies for more information.

Completing Your Travel Authorization Form

Your request for travel authorization may include program fees, transportation, and lodging and meals per diems for the duration of planned non-local travel. The Travel Agent will make the necessary arrangements for transportation, lodging and car rentals. The **travel reservation request form** (*attached*) should be completed and faxed to the Travel Agent to obtain actual costs for transportation, lodging and car rental expense. Working with the traveler, the Travel Agent will forward an itinerary that should be attached to the travel authorization form and submitted to the Budget Department.

i. Registration/Fees

All registration, enrollment or other entry fees may be pre-paid by the submission of a travel authorization form at least twenty (20) business days in advance of the date the check is needed to allow for processing. Indicate "pre-payment requested" on the form, and attach descriptive literature and registration material on the class, seminar, etc., together with an approved Check Request Form. Requests for advances which are not received at least twenty (20) business days prior to departure may be reimbursed rather than advanced.

Request for payment of registration only should be forwarded directly to the Accounts Payable Division of the Finance Department.

ii. Modes of Transportation

Air, rail, bus, and auto (city or private) are permissible modes of transportation. The cost of transportation to the non-local destination shall be limited to the lowest available coach class airfare regardless of mode of transportation used.

a. Air Travel

All airline flight reservations will be booked using the lowest logical discount/coach fare and routing available for each specific business trip. This may require one stop or a connecting flight and may mean the actual flight times booked may vary by up to two hours from the requested originated flight times submitted by the employee. Flight connection up to ninety (90) minutes are considered reasonable. Air travel should be planned and reserved as far in advance as possible to take advantage of advance purchase discount air fares. To achieve the lowest fares contact you travel coordinator to arrange for early ticket purchase.

When flights are not available which would allow an employee sufficient time to comply with registration deadlines or morning starting times, overnight lodging will be reimbursed for the night before registration. Overnight lodging for the night following the seminar/convention will be reimbursed if the flight home does not allow the traveler to arrive home at a reasonable hour (11:00 p.m. on the night the business concludes), or a flight is not available after the seminar/convention ends.

Employees may be permitted to utilize vacation time and/or extend their trip on to a weekend if a lower overall trip cost can be achieved. Staying over a Friday or Saturday night at the destination may result in a lower airfare. Hotel, meal and transportation expenses are reimbursable to the extent necessary to qualify for a lower fare, at the beginning or end of the trip, as long as the overall expenses for the trip will be reduced.

Use of City Airport is recommended and must be considered when traveling to cities serviced by the airport. However, travelers on City business will not be required to use non-jet service or travel at times which are considered by the Department Director to be inconvenient.

Return of Unused Airline Tickets - If the original passenger coupon is not used, the unused coupon must be returned to the Budget Department who will make arrangements with the Travel Agent for any credit.

Emergency Service - The Travel Agent has a 24 hour telephone number which the traveling employee can use if the employee experiences reservation or scheduling difficulties or requires emergency assistance.

b. City Vehicle

If automobile is deemed to be the most efficient mode of travel, a City vehicle must be used if available. Contact DPW (Davison Yard 935-4857) for availability of a vehicle. If a City vehicle is used, it should be serviced and fueled at a City station prior to departure. An employee using a City vehicle while on official business will be reimbursed for gasoline and other operating expenses incurred while using the vehicle, provided the appropriate receipts for such expenses are submitted.

c. Private Vehicle

The use of a private automobile for non-Local Travel on City business is discouraged, and must have the prior written authorization of the traveling Department Director. If the use of a private automobile is approved, the reimbursement for meals, lodging, and other expenses are limited to the dollar amount that is required during the normal air travel time. Reimbursement for private automobile travel shall be at the lesser of the following two amounts:

1. The Standard Mileage reimbursement rate intended to include the cost of depreciation of the car, gas, oil, maintenance, and insurance. The Standard Mileage reimbursement for 1999-2000 is \$2.19 per day and 31 cents per mile. Gas and toll costs are included in standard mileage rates and are not reimbursed with the Standard Mileage reimbursement.
2. However, an employee may choose to submit dated gas and toll receipts and will be reimbursed only for those costs, Standard Mileage rates will not be reimbursed in this case.
3. Airline tourist or economy rate or other common carrier if the location is not serviced by an airline.

Employees who use their personal cars on business must purchase adequate insurance. The City does not assume liability for physical damage to an employee's vehicle while it is being used for business by the employee or for bodily injury or property damage liability (Please refer to Finance Directive #21).

When a private automobile is used, and more than one employee is traveling to the same destination, they should all travel together with only the driver/owner receiving transportation reimbursement.

iii. Ground Transportation

Ground transportation to and from airports, including long-term airport parking costs, and business related ground transportation (taxi cabs) at the location are allowable as separate items. Employees are expected to seek the most economical mode of transportation, recognizing time constraints and safety concerns. **Receipts are required for reimbursement.** Maximum advance is \$25 for all cities except Washington, DC (advance for Washington is \$50); however, reimbursement can exceed that amount with receipts.

iv. Car Rental

Private car rental is not usually granted for travel. The use of a rented car must be justified as an economical need and not as a matter of personal convenience. In the event a rental car (requires valid driver's license) is necessary, the following procedures will be followed:

- (a) A letter, approved by the Director, stating the reason for the need of a rental car and the number of rental days shall be submitted with the travel authorization form.
- (b) When a rental car is authorized, the Travel Agent is authorized to secure the rental of a compact car only for the number of days previously approved. Employees may upgrade at their own expense.
- (c) Gas tank must be filled prior to returning the car.
- (d) Return the car in the same city to avoid drop off charges unless otherwise authorized.

No supplemental after-the-fact requests may be submitted.

v. Per Diem Allowances

The IRS extensively regulates per diem allowances for employee travel. The City intends to comply with these regulations. There are federal per diem allowances for: meals and incidentals; lodging; and business miscellaneous. Federal per diem allowances affect city policy in the following way: any reimbursement of employee travel that exceeds federal per diems must be attributed as employee income under IRS regulations, if not properly documented.

a. Meals and Incidentals

Meal allowances are made only when conducting City business. No meal allowances may be granted for one-day trips. The City will reimburse costs incurred for food and incidentals, up to the federal standard meal allowance, not otherwise provided for through other means. Meals not so included will be allowed in accordance with the following provisions:

- Breakfast - When overnight travel includes travel commencing prior to 7:00 a.m. and extending beyond 8:30 a.m.
- Lunch - When overnight travel includes travel commencing prior to 11:30 a.m. and extending beyond 1:00 p.m.
- Dinner - When overnight travel includes travel commencing prior to 5:30 p.m. and extending beyond 7:00 p.m.

Check the attachment "Locations Eligible for Higher Standard Meal Allowance" for the locations and rates that apply. If your location is not listed, contact the Budget Department.

When partial days are involved at the beginning or at the end of travel status, meal and incidental allowances will be prorated consistent with federal guidelines, as follows:

	All locations
Breakfast	20% of Allowable Amount
Lunch	20% of Allowable Amount
Dinner	50% of Allowable Amount
Incidentals	10% of Allowable Amount
Total Per Day	Allowable Amount

Meals purchased in lieu of those provided as part of a registration or seminar fee are not reimbursable. Per Federal guidelines, incidentals also covered in the meals allowance include but are not limited to tips and laundry.

b. Lodging

The Travel Agent is instructed to make lodging arrangements in accordance with federal per diem guidelines. Attach the Travel Reservation Request form received from the Travel Agent to your authorization request. Accommodations in these guidelines are based on government rates. The Budget Department will review any exceptions to these rates. The City has elected to use only the "accountable plan" arrangement detailed in the IRS Publication 1542 (41 CFR, Chapter 301), so receipts are required for expenditures to be honored. **When traveling on City business with a non-City employee, the hotel receipt must show the single room rate.** This amount is the maximum allowable for reimbursement. The Travel Agent will use a City purchase card to reserve lodging arrangements. Travelers should remember that hotels generally require a 48 hour advance notice on cancellations of reservation or else the traveler will be charged for one night's lodging.

vi. Business Miscellaneous

The miscellaneous allowance is intended to cover expenses associated with doing business while traveling. Examples of these include phone calls, postal transactions, fax service or office services related to the purpose of the travel. No advances may be requested for miscellaneous expenses; however, documented expenditures for reasonable business activities will be reimbursed when the travel is reconciled.

Submitting Travel Authorization Form

Authorization for travel shall be obtained as follows:

Agency, Travelers	Receive Authorization From
<u>Executive Agencies:</u>	
Department Personnel (except authorizing person shall not approve his/her own travel)	Department Director, Deputy Director or Designee
Department Director	Group Executive
Group Executives	Mayor, Deputy Mayor or Chief of Staff
Mayoral Staff	Chief of Staff or Designee
All travel outside the continental US	Mayor, Deputy Mayor or Chief of Staff
<u>Legislative Agencies/ City Clerk/ 36th</u>	
<u>District Court:</u>	
Elected Officials	Self
Staff of Elected Officials	Elected Official
Director of Legislative Divisions	Elected Official
Director of Legislative Agencies	Self
Agency or Division Staff	Agency/Division Director or Deputy
Court Personnel	Chief Judge or Designee

It will be the responsibility of the Authorizing Person to determine the appropriateness of all travel requests, advances and reimbursement prior to submission.

III. PROCESS FOR APPROVAL OF TRAVEL REQUEST

Your completed, authorized request for travel should be submitted to the Budget Department for approval. Budget will verify both that:

- ◆ the request is within allowable guidelines; and
- ◆ the request conforms with budgeted travel object amounts.

Any request that is not filled out properly will be returned to the person submitting the travel.

If the request is within allowable guidelines for expenditure, is within the budgeted amounts for travel (628100) and training (628200), and is submitted at least 20 days prior to departure, the request will be processed, pre-payments will be taken to Accounts Payable for check and the travel itinerary will be confirmed with Travel Agent.

If the request is not within allowable guidelines for expenditure, the person submitting the travel request will be notified of the problem. Travel advances are not issued for amounts less than \$50.00, or if there is a delinquent travel advance(s). Travel advances will not be issued for employees of any department when, in the judgment of the Budget Director, an excessive number of delinquent travel advances remain outstanding.

Funds must be available for travel before a request can be approved. **The presence of funds in an appropriation is not a sufficient condition for approval.** Expenditures for travel will be checked against available balances in the 628100 object of the relevant appropriation, and associated expenditures for training will be checked against object 628200. Any request not within the budgeted amounts for travel and training will be directed to the Budget Team handling your agency budget. In consultation with your Budget Team Leader, consideration may be given to transfer funds as needed by submitting a completed Budget Journal Entry form. Travel will not be approved until funds are located and approved by the Budget Director.

Any request that is not submitted at least 20 days prior to departure will not likely have checks cut for it in time. Travelers will need to support their own travel expenses, and pursue payment on a reimbursement basis after the travel is completed and appropriate documentation is shown.

IV. RECONCILIATION PROCESS FOR REIMBURSEMENTS/REPAYMENTS

Reimbursement

To obtain reimbursement, the employee must **complete the employee column** of the Travel Authorization Form approved by Budget and submit it to the Budget Department with proof of payment. This shall be referred to as a reimbursement form. An original, signed, dated receipt from the institution constitutes proof of payment. Due to IRS regulations, a receipt is required to support each expenditure. City policy states that a receipt is required for all expenses to be reimbursed. A description of all expenditures is required on the form. Receipts should be attached to the receipt reimbursement form (attached).

When the Budget Department receives a reimbursement form with proper documentation they will complete the necessary forms to obtain your reimbursement.

Amounts of less than one dollar are not required to be repaid and are not reimbursed.

Advances

Employees returning from travel status are required to prepare certification of expenses within five (5) working days of their return to duty, and submit it to the Budget Department. Certifications not received within five (5) working days will be delinquent, and as a consequence, future advances will not be permitted, and/or a mandatory payroll deduction will be made to recover the advance.

The certification of expenses shall be attested to by the signature of both the employee and the authorizing person. The certification of expenses will be submitted by Budget to Accounts Payable with the original receipts attached for all expenses approved on travel authorization form.

You must submit (to departmental travel coordinators) a check payable to *Treasurer, City of Detroit* for the amount of any advance payments which were made in excess of the actual documented expenses. Failure to comply with the repayment instructions in this directive will result in the unexpended advance amount being deducted from the employee's pay.

Additional Expenditures

Communications charges for business purposes are allowable. This would include phone and fax calls. Reimbursement for calls is governed by the same receipt and documentation guidelines. This should be included under Business Miscellaneous.

Changed/Canceled Reservations

If changes to reservations that are made en route result in increased travel rates or penalties, the traveler may be responsible for paying for any associated expenses. Without prior approval this expense is subject to non-reimbursement. A memo outlining the occurrence should be included with the request for reimbursement.

Summary of Documentation and Availability of Advances

Item	Documentation	Available for Advance
Meals & Incidentals	None	Yes
Lodging	Receipt	Travel Agent Provided or Advance
Business Miscellaneous	Receipt	No
Transportation (Air, Rail or Bus)	Receipt	Travel Agent Provided
Registration/Fees	Receipt	Pre - Payment
City Automobile	Receipt	No
Private Automobile	Record of Mileage	No
Ground Transportation	Receipt	\$25 (\$50 Washington DC only)

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 8th day of JUNE, 2004, by Ruth C. Carter, the Corporation Counsel for the City of Detroit, Michigan, a municipal corporation, on behalf of the City.

Louise Adams

Notary Public, Wayne County,

State of Michigan

My commission expires: 3/4/07

**LOUISE ADAMS
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Mar 4, 2007**

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 1
TO CONTRACT NO. 2641654**

THIS AMENDMENT AGREEMENT NO. 1 ("Amendment"), between Williams Acosta, PLLC ("Attorney"), with offices located at 660 Woodward Avenue, Suite 2430, Detroit, Michigan 48226, and the City of Detroit, a municipal corporation, acting by and through its Airport Department and its Law Department ("City"), is made to amend Contract No. 2641654 ("Contract") between the Attorney and the City.

WHEREAS, the City has engaged the Attorney to provide certain services ("Services") to the City; and

WHEREAS, the City and the Attorney have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract to provide increased compensation to cover additional costs and Services.

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

I. AMENDMENT TO ARTICLE 5 - COMPENSATION

1.01 Section 5.01 is amended only to increase the maximum amount of compensation for the complete and proper performance of the Services under this Contract from Sixty Five Thousand and No/100 Dollars (\$65,000.00) to an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

II. AMENDMENT TO EXHIBIT A

2.01 Exhibit A of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit A in its place.

III. AMENDMENT TO EXHIBIT B

3.01 Exhibit B of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit B in its place.

**IV. EFFECT OF AMENDED TERMS ON THE REMAINING
PROVISIONS OF THE CONTRACT**

4.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

IV. PAYMENT AUTHORIZATION

5.01 The Finance Director of the City shall not authorize any payment pursuant to this Amendment until the Amendment has been approved by resolution of the Detroit City Council, all appropriate departmental approvals have been obtained and this Amendment has been executed by the Purchasing Director for the City.

IN WITNESS WHEREOF, the City and the Attorney, by and through their duly authorized officers and representatives, have executed this Amendment.

Witnesses:

1. Ethelreda S. Bowen

2. David Whaley

Witnesses:

1. Reckell Ho

2. Ruby Hater

Witnesses:

1. Vanita L. Hanson

2. James A. Wallink

Attorney:

By: Avery K. Williams
(Signature)

Avery K. Williams
(Print name)

Its: Co-Managing Member
(Title)

City of Detroit Airport Department:

By: Delbert Brown
Delbert Brown

Its: Director

City of Detroit Law Department:

By: John E. Johnson
John E. Johnson

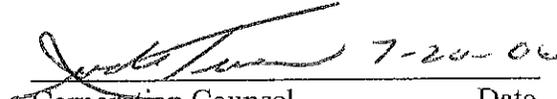
Its: Corporation Counsel

THIS AMENDMENT WAS APPROVED
BY THE CITY COUNCIL ON

JUL 19 2006 RECESSED
WEEK OF AUG 28 2006


Purchasing Director Date 7/19/06

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 6-406 OF THE
CHARTER OF THE CITY OF DETROIT


Corporation Counsel Date 7-20-06

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

FIRST AMENDED EXHIBIT A

SCOPE OF SERVICES

The *Attorney* shall act for and assist the Airport Department and the City of Detroit Law Department by providing legal representation to the *City* in the following matters: Steel Associates, Inc. v City of Detroit, Wayne County Circuit Court No. 02-223249 CC, Michigan Court of Appeals No. 254025; HRT Enterprises and Merkur Steel Supply, Inc. v City of Detroit, Wayne County Circuit Court No. 02-240493, Michigan Court of Appeals No. 2522858; and other condemnation suits and inverse condemnation suits relative to Detroit City Airport as requested and appeal.

This First Amendment is necessary to compensate the Attorney for continuing Services required to perform this engagement.

FIRST AMENDED EXHIBIT B

FEES AND REIMBURSABLE EXPENSES

I. General

The *Attorney* shall be paid for those *Services* performed pursuant to this *Contract*, inclusive of all *Reimbursable Expenses*, an amount not to exceed the sum of Two Hundred Fifty Thousand Dollars and No/100 Dollars (\$250,000.00) in accordance with the terms and conditions herein and with Article 5 and Article 6, and subject to Article 13. The Fee Schedule below states the maximum hourly billable rate the *Attorney* may charge the *City* for performance hereof.

II. Fee Schedule

<u>CLASSIFICATION</u>	<u>BILLABLE HOURLY RATE</u>
Senior Partner	\$160.00
Associate	\$120.00
Paralegal/Law Clerk	\$65.00

Overtime pay for Clerical, Paralegal, Legal Assistant or Law Clerk services will not be reimbursed without prior approval of the Corporation Counsel. The rate shall be mutually agreed upon. Further, the *Attorney* shall submit a statement of itemized expenditures upon request by the *City* which shall include but is not limited to: (1) Court/Hearing appearances, (2) Research activities, and (3) other related expenses for the *Attorney's* billings under the *Contract*.

III. Reimbursable Expenses

(a) The *Attorney* shall be paid for its *Reimbursable Expenses* which shall be the actual cost incurred by the *Attorney* for expenses advanced on behalf of the *City* in connection with the *Services* performed by the *Attorney*.

(b) In addition, reimbursement is allowable for: travel and sustenance in excess of fifty (50) miles outside the corporate limits of the City of Detroit and in accordance with City of Detroit Budget Directive 99-1, included herein.

(c) The following services shall be invoiced at the rates which represent the actual costs of the *Attorney*: parking, photocopying, necessary local deliveries, toll or long distance telephone charges, transcript costs, postage, express mail services, outside printing and photocopying, filing, notary, expert witness fees, electronic database services and miscellaneous like expenses directly related and necessary for rendering the *Services*.

(d) Photocopying (in-house) rates shall not exceed \$.20 per page. Outside printing rates shall be ascertained by contacting at least three (3) commercial agencies and selecting the lowest minimum charge.

(e) Reimbursement will not be made for local FAX charges; long distance FAX charges will be honored only when the transmission is made at the request of the Law Department.

(f) In order to obtain reimbursement for costs or expenses not enumerated herein, the *Attorney* shall submit to the Corporation Counsel a written request for approval of such costs or expenses **prior to incurring them.**

(g) The *City* will not pay any charges relating to the preparation or processing of invoices by the *Attorney*.

CITY ACKNOWLEDGMENT

STATE OF Michigan)
)ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 4th day of April
2006, by John E. Johnson, the Corporation Counsel for the City of Detroit, Michigan
on behalf of the City.

Louise Adams
Notary Public, Wayne County
State of Michigan
My commission expires: 03/04/07

LOUISE ADAMS
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Mar 4, 2007

LAW FIRM ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 27th day of March
2006, by Avery K. Williams
(name of person who signed the contract)
the Co-Managing Member
(title of person who signed the contract as it appears on the contract)
of Williams Acosta, PLLC
(complete name of law firm)
on behalf of the Firm, a Professional Limited Liability Corporation
(identify type of entity)

Jenny L. Clark
JENNY L. CLARK
Notary Public, Wayne County, MI
My Commission Expires Oct. 13, 2007
Notary Public, County of Wayne
State of Michigan
My commission expires: 10-13-07

Are you capable of performing the essential functions of the job for which you are applying with or without a reasonable accommodation?

___ Yes ___ No

PLEASE LIST YOUR WORK EXPERIENCE BELOW (MOST RECENT JOB FIRST)

	COMPANY NAME			YOUR POSITION and TITLE	
FROM ____ / ____ Month Year	NO. & STREET			SUPERVISOR'S NAME, TITLE and POSITION	
	CITY	STATE	ZIP CODE	SUPERVISOR'S TELEPHONE NUMBER	
	TYPE OF BUSINESS		STARTING PAY \$	FINAL PAY \$	
TO ____ / ____ Month Year	TELEPHONE NUMBER ()		TERMINATION ___ VOLUNTARY ___ INVOLUNTARY	REASON	
BRIEFLY DESCRIBE YOUR MAJOR DUTIES AND REASON(S) FOR TERMINATION					

	COMPANY NAME			YOUR POSITION and TITLE	
FROM ____ / ____ Month Year	NO. & STREET			SUPERVISOR'S NAME, TITLE and POSITION	
	CITY	STATE	ZIP CODE	SUPERVISOR'S TELEPHONE NUMBER	
	TYPE OF BUSINESS		STARTING PAY \$	FINAL PAY \$	
TO ____ / ____ Month Year	TELEPHONE NUMBER ()		TERMINATION ___ VOLUNTARY ___ INVOLUNTARY	REASON	
BRIEFLY DESCRIBE YOUR MAJOR DUTIES AND REASON(S) FOR TERMINATION					

	COMPANY NAME			YOUR POSITION and TITLE	
FROM ____ / ____ Month Year	NO. & STREET			SUPERVISOR'S NAME, TITLE and POSITION	
	CITY	STATE	ZIP CODE	SUPERVISOR'S TELEPHONE NUMBER	
	TYPE OF BUSINESS		STARTING PAY \$	FINAL PAY \$	
TO ____ / ____ Month Year	TELEPHONE NUMBER ()		TERMINATION ____ VOLUNTARY ____ INVOLUNTARY	REASON	
	BRIEFLY DESCRIBE YOUR MAJOR DUTIES AND REASON(S) FOR TERMINATION				

	COMPANY NAME			YOUR POSITION and TITLE	
FROM ____ / ____ Month Year	NO. & STREET			SUPERVISOR'S NAME, TITLE and POSITION	
	CITY	STATE	ZIP CODE	SUPERVISOR'S TELEPHONE NUMBER	
	TYPE OF BUSINESS		STARTING PAY \$	FINAL PAY \$	
TO ____ / ____ Month Year	TELEPHONE NUMBER ()		TERMINATION ____ VOLUNTARY ____ INVOLUNTARY	REASON	
	BRIEFLY DESCRIBE YOUR MAJOR DUTIES AND REASON(S) FOR TERMINATION				

EDUCATION:

NAME AND ADDRESS OF SCHOOL	MAJOR SUBJECT	DID YOU GRADUATE?	TYPE OF DEGREE OR DIPLOMA
HIGH SCHOOL OR PREP			
COLLEGE			
COLLEGE OR GRADUATE			
OTHER			

PROFESSIONAL DESIGNATIONS:

DESIGNATION	ORGANIZATION GRANTING DESIGNATION	DATE COMPLETED
DESIGNATION	ORGANIZATION GRANTING DESIGNATION	DATE COMPLETED

PROFESSIONAL LICENSES:

TYPE OF LICENSE	STATE GRANTING LICENSE	LICENSE NUMBER
TYPE OF LICENSE	STATE GRANTING LICENSE	LICENSE NUMBER

REFERENCES: Please list three professional references

NAME	RELATIONSHIP	COMPANY	PHONE/ALTERNATE PHONE

PLEASE READ CAREFULLY BEFORE SIGNING APPLICATION

I have submitted the attached form to the company for the purpose of obtaining employment. I acknowledge that the use of this form, and my filling it out, does not indicate that any positions are open, nor does it obligate the company to further process my application.

My signature below attests to the fact that the information that I have provided on my application, resumé, given verbally, or provided in any other materials, is true and complete to the best of my knowledge and also constitutes authority to verify any and all information submitted on this application. I understand that any misrepresentation or omission of any fact in my application, resume or any other materials, or during any interviews, can be justification for refusal of employment, or, if employed, termination from the Company's employ.

I also affirm that I have not signed any kind of restrictive document creating any obligation to any former employer that would restrict my acceptance of employment with the Company in the position I am seeking.

I understand that this application is not an employment contract for any specific length of time between the Company and me, and that in the event I am hired, my employment will be "at will" and either the Company or I can terminate my employment with or without cause and with or without notice at any time. Nothing contained in any handbook, manual, policy and the like, distributed by the Company to its employees is intended to or can create an employment contract, an offer of employment or any obligation on the Company's part. The Company may, at its sole discretion, hold in abeyance or revoke, amend or modify, abridge or change any benefit, policy practice, condition or process affecting its employees.

References: I hereby authorize the company and its agents to make such investigations and inquiries into my employment and educational history and other related matters as may be necessary in arriving at an employment decision. I hereby release employers, schools, and other persons from all liability in responding to inquiries connected with my application and I specifically authorize the release of information by any schools, businesses, individuals, services or other entities listed by me in this form. Furthermore, I authorize the company and its agents to release any reference information to clients who request such information for purposes of evaluating my credentials and qualifications.

Temporary/Contract Employment: If employed as a temporary or contract employee, I understand that I may be an employee of the company and not of any client. If employed, I further understand that my employment is not guaranteed for any specific time and may be terminated at any time for any reason. I further understand that a contract will exist between the company and each client to whom I may be assigned which will require the client to pay a fee to the company in the event that I accept direct employment with the client, I agree to notify the company immediately should I be offered direct employment by a client (or by referral of the client to any subsidiary or affiliated company), either for a permanent, temporary (including assignments through another agency), or consulting positions during my assignment or after my assignment has ended.

SIGNED:

DATE:

SAM Search Results
List of records matching your search for :

Search Term : Williams* Acosta*
Record Status: Active

No Search Results

**CITY OF DETROIT
AMENDMENT AGREEMENT NO. 2
TO CONTRACT NO. 2641654**

THIS AMENDMENT AGREEMENT NO. 2 ("Amendment"), between Williams Acosta, PLLC ("Attorney"), with offices located at 660 Woodward Avenue, Suite 2430, Detroit, Michigan 48226, and the City of Detroit, a municipal corporation, acting by and through its Airport Department and its Law Department ("City"), is made to amend Contract No. 2641654 ("Contract") between the Attorney and the City.

WHEREAS, the City has engaged the Attorney to provide certain services ("Services") to the City; and

WHEREAS, the City and the Attorney have entered into a Contract reflecting the terms and conditions governing the subject engagement; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract to provide increased compensation to cover additional costs and Services.

NOW, THEREFORE, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Contract is amended as follows:

I. AMENDMENT TO ARTICLE 5 - COMPENSATION

- 1.01 Section 5.01 is amended only to increase the maximum amount of compensation for the complete and proper performance of the Services under this Contract from Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to an amount not to exceed Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00).

II. AMENDMENT TO EXHIBIT A

- 2.01 Exhibit A of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit A in its place.

III. AMENDMENT TO EXHIBIT B

- 3.01 Exhibit B of the Contract is amended by deleting the existing language and by substituting the attached First Amended Exhibit B in its place.

**IV. EFFECT OF AMENDED TERMS ON THE REMAINING
PROVISIONS OF THE CONTRACT**

- 4.01 With the exception of the provisions of the Contract specifically contained in this Amendment, all other terms, conditions and covenants contained in the Contract shall remain in full force and effect and as set forth in the Contract.

IV. PAYMENT AUTHORIZATION

5.01 The Finance Director of the City shall not authorize any payment pursuant to this Amendment until the Amendment has been approved by resolution of the Detroit City Council, all appropriate departmental approvals have been obtained and this Amendment has been executed by the Purchasing Director for the City.

IN WITNESS WHEREOF, the City and the Attorney, by and through their duly authorized officers and representatives, have executed this Amendment.

Witnesses:

1. Shirley L. Herbert

2. Valerie A. Platt

Attorney:

By: Avery K. Williams
(Signature)

Avery K. Williams
(Print name)

Its: Managing Partner
(Title)

Witnesses:

1. ~~_____~~

2. ~~_____~~

~~City of Detroit Airport Department:~~

~~By: NA
Jason Watt~~

~~Its: Director~~

Witnesses:

1. Michael Walker

2. Charles Johnson

City of Detroit Law Department:

By: Charles Raimi
~~Melvin B. Hollowell~~

Its: Corporation Counsel

Deputy

THIS AMENDMENT WAS APPROVED
BY THE CITY COUNCIL ON

EM JUN 11 2014


Purchasing Director Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO SECTION 6-406 OF THE
CHARTER OF THE CITY OF DETROIT

 5/10/14
Corporation Counsel Date

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

FIRST AMENDED EXHIBIT A

SCOPE OF SERVICES

The *Attorney* shall act for and assist the Airport Department and the City of Detroit Law Department by providing legal representation to the *City* in the following matters: Steel Associates, Inc. v City of Detroit, Wayne County Circuit Court No. 02-223249 CC, Michigan Court of Appeals No. 254025; HRT Enterprises and Merkur Steel Supply, Inc. v City of Detroit, Wayne County Circuit Court No. 02-240493, Michigan Court of Appeals No. 2522858; and other condemnation suits and inverse condemnation suits relative to Detroit City Airport as requested and appeal.

This First Amendment is necessary to compensate the Attorney for continuing Services required to perform this engagement.

FIRST AMENDED EXHIBIT B
FEES AND REIMBURSABLE EXPENSES

I. General

The *Attorney* shall be paid for those *Services* performed pursuant to this *Contract*, inclusive of all *Reimbursable Expenses*, an amount not to exceed the sum of Three Hundred Sixty Thousand Dollars and No/100 Dollars (\$360,000.00) in accordance with the terms and conditions herein and with Article 5 and Article 6, and subject to Article 13. The Fee Schedule below states the maximum hourly billable rate the *Attorney* may charge the *City* for performance hereof.

II. Fee Schedule

<u>CLASSIFICATION</u>	<u>BILLABLE HOURLY RATE</u>
Senior Partner	\$160.00
Associate	\$120.00
Paralegal/Law Clerk	\$65.00

Overtime pay for Clerical, Paralegal, Legal Assistant or Law Clerk services will not be reimbursed without prior approval of the Corporation Counsel. The rate shall be mutually agreed upon. Further, the *Attorney* shall submit a statement of itemized expenditures upon request by the *City* which shall include but is not limited to: (1) Court/Hearing appearances, (2) Research activities, and (3) other related expenses for the *Attorney's* billings under the *Contract*.

III. Reimbursable Expenses

(a) The *Attorney* shall be paid for its *Reimbursable Expenses* which shall be the actual cost incurred by the *Attorney* for expenses advanced on behalf of the *City* in connection with the *Services* performed by the *Attorney*.

(b) In addition, reimbursement is allowable for: travel and sustenance in excess of fifty (50) miles outside the corporate limits of the City of Detroit and in accordance with City of Detroit Budget Directive 99-1, included herein.

(c) The following services shall be invoiced at the rates which represent the actual costs of the *Attorney*: parking, photocopying, necessary local deliveries, toll or long distance telephone charges, transcript costs, postage, express mail services, outside printing and photocopying, filing, notary, expert witness fees, electronic database services and miscellaneous like expenses directly related and necessary for rendering the *Services*.

(d) Photocopying (in-house) rates shall not exceed \$.20 per page. Outside printing rates shall be ascertained by contacting at least three (3) commercial agencies and selecting the lowest minimum charge.

(e) Reimbursement will not be made for local FAX charges; long distance FAX charges will be honored only when the transmission is made at the request of the Law Department.

(f) In order to obtain reimbursement for costs or expenses not enumerated herein, the *Attorney* shall submit to the Corporation Counsel a written request for approval of such costs or expenses **prior to incurring them.**

(g) The *City* will not pay any charges relating to the preparation or processing of invoices by the *Attorney*.

CITY ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 9 day of May
2014, by Charles Kaimi Deputy ~~Melvin B. Hollowell~~, the Corporation Counsel for the City of Detroit, Michigan
on behalf of the City.

Myria Ross

Notary Public, Wayne County
State of Michigan
My commission expires: 9-3-2018

MYRIA ROSS
Notary Public, State of Michigan
County of Wayne
My Commission Expires Sep. 03, 2018
Acting In the County of Wayne

LAW FIRM ACKNOWLEDGMENT

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 9th day
of May

2014
2006, by Avery K. Williams
(name of person who signed the contract)

the Managing Partner
(title of person who signed the contract as it appears on the contract)

of Williams Acosta, P.L.L.C.
(complete name of law firm)

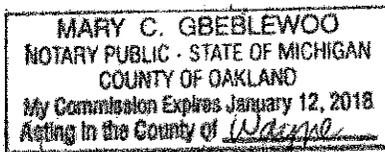
on behalf of the Firm, a Professional Limited Liability Corporation
(identify type of entity)

Mary C. Giblewood

Notary Public, County of Oakland

State of Michigan

My commission expires: 1/12/2018



RESOLUTION OF CORPORATE AUTHORITY

I, Avery K. Williams, Co-Managing Member of Williams Acosta, PLLC, a Professional Limited Liability Corporation (the "Company"), HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Members and Partners duly called and held on January 1, 2002 and that the same is in full force and effect.

"RESOLVED, that the Co-Managing Members each of them, hereby are authorized to execute and deliver, in the name and on behalf of the Company and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved, the execution and delivery of any agreement, document or other instrument, by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that Ruben Acosta is Co-Managing Member.

I FURTHER CERTIFY that any of the aforementioned officers of the Company authorized to execute or guarantee and commit the Company to the condition, obligations, stipulations and undertakings contained in the Operating Agreement and that all necessary corporate approvals have been obtained relationship thereto.

IN WITNESS THEREOF, I have set my hand this 9th day of May, ~~2006~~ ²⁰¹⁴.

Corporate Seal
(if any)

Avery K. Williams
Co-Managing Member

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 9th day of May, ~~2006~~ ²⁰¹⁴ by Avery K. Williams, to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free and voluntary act of deed.

Mary C. Goblewo
Notary Public

My Commission Expires: 1/12/2018

