

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

APPROVED

SEP 25 2014

CONTRACT PO NUMBER
C.P.O. #/S.P.O.#
2891896

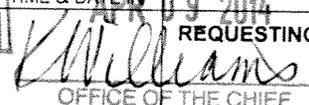
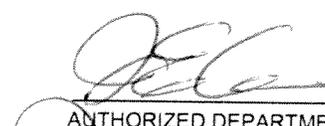
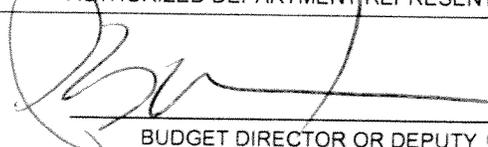
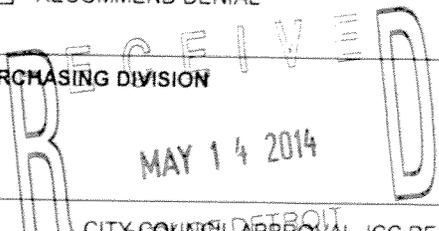
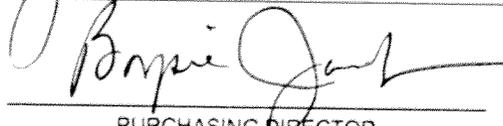
Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One) <input type="checkbox"/> CONSTRUCTION/DEMOLITION <input type="checkbox"/> LEASE <input type="checkbox"/> DEED <input checked="" type="checkbox"/> PROFESSIONAL SERVICES		DEPARTMENT HEAD'S SIGNATURE 	DEPARTMENT POLICE
FUNDING SOURCE (Percent) FEDERAL % STATE % CITY 100%		DEPARTMENT CONTACT PERSON BRIGID O'DROSKI	PHONE NO. 596-1922
CONTRACTOR'S NAME: COVER YOUR ASSETS, LLC		DATE PREPARED 04-03-14	
CONTRACTOR'S ADDRESS: 6324 RIVER FRONT DR., HARRISBURG, NORTH CAROLINA 28075		AMOUNT \$ <input type="checkbox"/> ENGINEER'S ESTIMATE <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> CHANGE \$107,686.50	
PHONE NO. (704)455-5959		<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	
FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER: 20-0546369		MINORITY FIRM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
PURPOSE OF CONTRACT: THREE (3) YEAR CONTRACT FOR OFF DUTY POLICE OFFICER SECONDARY EMPLOYMENT TRACKING SOFTWARE 1000-370590-000165-617900-00119-000000-A1081			

APPROVED
APR 13 2014

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN APR 13 2014	REQUESTING DEPARTMENT  OFFICE OF THE CHIEF BUDGET OPERATIONS	AUTHORIZED DEPARTMENT REPRESENTATIVE 	TIME & DATE IN 5/2/14
MAY 05 2014	BUDGET <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	BUDGET DIRECTOR OR DEPUTY 	07 2014
	GRANT MANAGEMENT SECTION <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	GRANT ACCOUNTANT	
MAY 13 2014	FINANCE DEPARTMENT <input checked="" type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	FINANCE DIRECTOR OR DEPUTY 	5/13/14
	LAW DEPARTMENT <input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DENIAL	CORPORATION COUNSEL 	
	PURCHASING DIVISION 	PURCHASING DIRECTOR 	9/24/14

CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
MAY 19 AM 8:30



MEMORANDUM

To: Janice Winfrey, City Clerk
From: Kevyn D. Orr, Emergency Manager
City of Detroit
Date: September 23, 2014
Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF SEPTEMBER 16, 2014 (ITEMS PASSED WITHOUT WAIVERS)

I am authorizing approval of the following:

FIRE

Reso. Autho. Contract No. 2895796 - 100% QOL Funding - Notice of Emergency Procurement as Provided by Ordinance No. 15-00 - Description of Procurement: To Provide 26 Stryker Brand Stretchers/Cots to EMS for the New Ambulances - Basis for the Emergency: Stretchers Inoperable, Unsafe and Exceeded Life Expectancy - Contractor: Stryker Sales Corporation, Location: 3800 E. Centre Avenue, Portage, MI 49002 - Contract Amount Not to Exceed: \$674,925.64. FIRE

Reso. Autho. Contract No. 2895282 - 100% City Funding - To Provide Vehicles for Rapid Response and Fire Marshall Personnel - Contractor: Bob Maxey Ford, Location: 1833 E. Jefferson Avenue, Detroit, MI 48207 - Contract Amount: \$2,061,473.00. FIRE (This contract is for a One Time Purchase)

MUNICIPAL PARKING

Reso. Autho. Contract No. 2869882 - 100% City Funding - To Provide Booting and Towing Services - Contractor: Bobby's Towing Inc., Location: 10807 Lyndon St., Detroit, MI 48238 - Contract Period: December 1, 2014 through November 30, 2015 - Contract Amount: \$146,800.00. MUNICIPAL PARKING (This Contract is for increase of time only)

POLICE

Reso. Autho. Contract No. 2891896 - 100% City Funding - To Provide for Off Duty Police Officer Secondary Employment Tracking and Special Events Management Software System - Contractor: Cover Your Assets, LLC, Location: 6324 River Front Drive, Harrisburg, NC 28075 - Contract Period: February 23, 2014 through February 28, 2017 - Contract Amount Not to Exceed: \$107,686.50. POLICE

Reso. Autho. Contract No. 2894883 - 100% City Funding - To Provide Vehicle Wash Service - Contractor: Downtown Auto Wash, LLC, Location: 1217 Michigan Avenue, Detroit, MI 48226 - Contract Period: July 1, 2014 through June 30, 2017 - Contract Amount Not to Exceed: \$69,540.00/3 yrs. POLICE

Reso. Autho. Petition of Detroit Free Press/Talmer Bank (#314), request permission to host the 36th Marathon in the vicinity of the Detroit Media Partnership Bldg., on W. Fort St. near Second St., October 19, 2014 from 6:58 a.m. to 2:00 p.m.; with various street closures; Set-up 10/18/14 at 8:00 a.m., tear down 10/19/14 at 2:00 p.m. (The Police Department RECOMMENDS APPROVAL of this petition.)

Reso. Autho. Petition of Focus Hope (#204), request to hold the "Eleanor's Walk for Hope" around the area at 1400 Oakman Blvd., on October 12, 2014 from 10:00 a.m. to 4:00 p.m.; with temporary street closure. (The Police Department RECOMMENDS APPROVAL of this petition.)

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF
SEPTEMBER 16, 2014 (ITEMS PASSED WITHOUT WAIVERS)

PUBLIC LIGHTING

Reso. Autho. Contract No. 2897283 - 100% City Funding – To Provide the Sell of Emissions of Nitrous Oxide ('NOx') and Sulfur Dioxide (So2), Considered as Allowances, Accumulated by the Misterky Power Plant. The Federal Environmental Protection Agency (EPA) Provides Operating Power Plants an Annual Allowance to be Traded in a Marketplace Developed to Buy and Sell Under the Federal Clean Air Interstate Rule (CAIR) – Contractor: Evolution Markets, Location: 10 Bank St., Suite 410, White Plains, NY 10606 – Contract Amount: \$5,627.76. PUBLIC LIGHTING (This is a One Time Purchase – Estimated Revenue Value: \$191,087.75)

PUBLIC WORKS

Reso. Autho. Contract No. 2891788 - 100% Street Funding – To Provide Aggregate Slag Material for Alley Repair – Contractor: Edward C. Levy, Location: 8800 Dix Road, Detroit, MI 48209 – Contract Period: September 1, 2014 through August 31, 2016 – Contract Amount: \$337,200.00/2 yrs. PUBLIC WORKS

Reso. Autho. Petition of Mona Ross (#3023), request to vacate unused alley located off the Fisher Freeway between Brush and Beaubien St. in Brush Park. (The DPW-City Engineering Division RECOMMENDS APPROVAL of this petition provided conditions are met.)

Reso. Autho. Petition of Giffels Webster (#146), request to vacate certain easements and public rights-of-way in the area of 1404-1458 Vermont Street. (The DPW-City Engineering Division, all other city departments and private utility companies have reported no objections to the vacations provided that conditions are met.)

Reso. Autho. Petition of New Jerusalem Church of God in Christ (#247), request to temporary close the north-south public alley, 18 feet wide, bounded by Lawton, Linwood, W. Grand Blvd., and Lothrop. (Related to Petition 1237) (The DPW-City Engineering Division, all other city departments and privately owned utility companies have reported no objections to the temporary closure of this alley, provided they have the right to ingress and egress at all times to their facilities.)

Reso. Autho. Petition of Crossroads of Michigan (#131), request to vacate dead-end alley off of 15th street, immediately south of W. Grand Blvd. (The DPW-City Engineering Division, all other city departments and privately owned utility companies have reported no objections to the conversion of the public right-of-way into a private easement for public utilities provided that conditions are met.)m

Reso. Autho. Petition of Invest Detroit (#2417), request for vacation of the alley located east of 3100 Woodward to ingress and egress a proposed secure parking area dedicated to the commercial space at the 1st floor. (The DPW-City Engineering Division reports that the petition was reviewed by the Law Department and the part of the resolution calling for the City to deed the alley is not needed and so should be deleted. The deleted paragraph is represented in bold and by strikethrough line. The DPW-City Engineering Division recommends adoption of the attached corrective resolution.)

Reso. Autho. Petition of Alpha Resins LLC (#2570), request permission to vacate portions of Dean Avenue and Sunset Avenue at Alpha Resins facility. (The DPW-City Engineering Division, all other city departments and privately owned utility companies have reported no objections to the conversion of the public right-of-way into a private easement for public utilities provided that conditions are met.)

Reso. Autho. Petition of UrbanTECH (#2768), request the conversion to easement of the northerly portion of the north-south public alley 18 ft. wd. in the block bounded by Forest, Prentis, Second and Third Avenue(s). (The DPW-City Engineering Division, all other city departments and privately owned utility companies have reported no objections to the conversion of the public right-of-way into a private easement for public utilities provided that conditions are met.)

TESTIMONIAL RESOLUTIONS AND SPECIAL PRIVILEGE

Testimonial Resolution for Piquette Square for Veterans.

Re: VOTING ACTION ITEMS APPROVED BY THE DETROIT CITY COUNCIL AT THE FORMAL SESSION OF
SEPTEMBER 16, 2014 (ITEMS PASSED WITHOUT WAIVERS)

TRANSPORTATION

Reso. Autho. Contract No. 2819870 - 100% City Funding - To Provide High Pressure Cleaning of Storage Bay Floors -
Contractor: T & N Services, Location: 2940 E. Jefferson, Detroit, MI 48207 - Contract Period: May 1, 2014 through
April 30, 2015 - Increase Amount: \$483,100.00 - Contract Amount Not to Exceed: \$2,307,099.99.
TRANSPORTATION (Contract Renewal requesting additional funds. Original contract amount \$1,823,999.99)

Reso. Autho. Contract No. 2893985 - 20% State, 80% Federal Funding - To Provide Road Construction for Warren
Pierson Loop - Contractor: Pavex Corporation, Location: 2654 Van Horn Road, Trenton, MI 48183 - Contract
Amount Not to Exceed: \$88,658.00. TRANSPORTATION (One time purchase)

cc: Stacy Fox, Deputy Emergency Manager
Boysie Jackson, Chief Procurement Officer
Gary Brown, Chief Operating Officer
John Hill, Chief Financial Officer
Sonya Mays, Senior Advisor to the Emergency Manager
Shani Penn, Special Advisor to the Emergency Manager

CONTRACT # 2891896

DEPARTMENT Police

[] **WAIVER**

AGENDA DATE _____

CONTRACT SYNOPSIS

CONTRACTOR NAME: Cover Your Assets, LLC

CONTRACTOR

ADDRESS:

6324 River Front DR.

Harrisburg, NC 28075

**WHAT FORM OF
COMPETITION DID THE
DEPARTMENT ENGAGE
IN TO OBTAIN THIS
PROFESSIONAL SERVICE
CONTRACT:**

Request For Proposal (RFP) # _____

Request For Quotes (RFQ) # _____

Request For Qualifications (RFQQ) # _____

If there was no competition obtained, explain why:

PROJECT:

TYPE OF FUNDING:

AND%:

CONTRACT AMOUNT: \$107,686.50

CONTRACT PERIOD: March 1, 2014 thru February 28, 2017

ADVANCE PAYMENT: _____

BRIEF DESCRIPTION: Secondary Employment Tracking Software

REASON FOR DELAY: _____

01/11/12

City Council Contract Agenda Items Review Checklist

Reviewer: _____ Date Received: _____

Date: 4-3-2014 Department: Police Division: Budget Operations

Dept Head/Contact Person: Brigid O'Droski Phone No.: 596-1922

Description: Secondary Employment Tracking System Contract No.: _____ PO Type: Prof Svc - CPO
Est. Value: \$107,686.50

Contract Term **March 1, 2014 thru February 28, 2017** (if applicable):

Funding: City 100% State _____% Federal _____% Other: _____ %
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Cover Your Assets, LLC Required Date: **3-1-2014**

1. Is the product or service ESSENTIAL to department operations? Yes No

If "Yes" please explain why: This Software is needed for the Detroit Police Departments Secondary Employment Program.

Consequence of not buying: _____

2. Was the product or service competitively bid? Yes No
(Request copies of bid tabulation/evaluation score sheets as needed)

If the answer to #2 is "NO" explain why there was no competition:

3. Was a Co-Operative Agreement Considered? Yes No Co-Operative Name: N/A
If answer to #3 is "No" explain why a Co-Op was not considered: _____

4. Were savings achieved?
 Yes Amount \$ _____ No
Were additional savings requested? Yes No

5. Does the supplier currently provide other goods and services to the City? Yes No
If yes please list: _____

6. The business being awarded is RENEWAL OF EXISTING CONTRACT
If #6 is a renewal provide justification for renewal: _____
If #6 is a increase/decrease does this represent:

01/11/12

Variance in unit price only (Current unit price \$ Suggest Unit Price \$)

Change in amount/volume of the good or service to be used (no change in unit price)

7. Is this good/service used by other departments? Yes No

If "yes" can this req/par be combined other department requirements.? Yes No

8. Is this a service that can be performed by City employees? Yes No

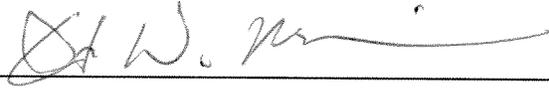
Is this a service that City employees can be trained to do? Yes No

NOTES:

PLACE ON CITY COUNCIL AGENDA

REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: _____



DATE: April 3, 2014

INFORMATION PROVIDED BY: Otis Milhouse

TITLE: Police Officer

PHONE NO. 596-1922

CONTRACT # C.P.O. #2827927

CONTRACT SYNOPSIS

CONTRACTOR:
NAME: Cover Your Assets, LLC

ADDRESS: 6324 River Front Dr.
Harrisburg, North Carolina 28075

PROJECT: _____

GRANT FUNDING: _____

CONTRACT
AMOUNT: \$134,190.00

CONTRACT
PERIOD: Three years (3) upon council's approval.

ADVANCE
PAYMENT: _____

BRIEF
DESCRIPTION: Off duty Police Officer Secondary Enforcement Tracking Software.

REASON FOR
DELAY: _____

Purchasing - Sole Source Justification

To be Completed and Approved before a commitment is made.

Purchasing Division

Expectation: Except in cases of emergency, Purchases shall require competitive bidding per procedures established by ordinance to protect the interest of the City and to assure fairness.

What is a sole source?

A sole source purchase is defined as the awarding of a purchase order / contract for services or products whereby the process to competitively bid was not performed.

When is a sole source applicable?

A sole source is applicable when documentation is provided that the product or service is supported by any of the following:

- Proprietary (protected by Law)
- New technology (data or product)
- Public Threat
- Licenses
- Specialized facility
- Specialized test equipment
- Unique skills

Check all that applies:

- provide supporting documentation (**mandatory**)
- provide how cost/price was benchmarked

Department Name Police Date 7/24/13

Description of Goods/Services to be Purchased: SOFTWARE & MAINTENANCE SECONDARY EMPLOYMENT

Justification of Sole Source: SOFTWARE SPECIFICALLY DESIGNED
TO FIT DPD'S SECONDARY EMPLOYMENT PROGRAM.

When are Goods or Services Required: Ongoing

*Approval required by Department Executive (Director level or above)

Brenda Croskey
Requestor (Name)

Brenda Croskey 596-1881 7/24/14
Signature Phone / Date

2ND DEPUTY CHIEF TULLIVER
Department Exec or Director (Name)

T. Tulliver 596-5424 7/24/14
Signature Phone / Date

Purchasing Representative (Name)

Lena E. Willis (for)
Chief Procurement Officer (Name)

Lena E. Willis (313) 628-0713 7/24/14
Signature Phone / Date

Summary and Recommendation of Cover your Assets Software

Department Used: PDP

Type of Vendor: Sole Source

7/24/14

Description: This software was developed to offer and track off time services worked by Detroit Police Department employees on a security or Special Event type basis. The unique characteristics built into this software are the ability to post and track jobs for officers to bid upon and self schedule for working. The software is branded to the Detroit Police Department and can offer reporting on various metrics such as hours of non departmental work available by event; worked by officer; and selected and not worked by specific officer. This system has been in use by the Department since 2010 and is branded and customized to the department's specific usage requirements.

This software has been approved by Robert Millender of the ITS department, City of Detroit.

Vendor concessions on the pricing have included an annual price drop from \$42,230.16 per year to \$35,895.50, a savings of \$6335.00 per year

This represents reduction in the 3 year contract pricing of \$19,005.00.



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: DETROIT POLICE DEPARTMENT

E-MAIL ADDRESS: OTIS MILHOUSE MILHOUSE@DETROITMI.GOV

CONTACT NAME: OTIS MILHOUSE PHONE: 313-596-1922 FAX: 596-6817

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

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

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

For:
Individual or
Company Name COVER YOUR ASSETS LLC
Address 6324 RIVER FRONT DRIVE

City HARRISBURG
State NL Zip Code 28075
Telephone 704-455-5959 Fax # 704-973-7822
E-mail Address TEDC@CYAUSA.COM

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

Telephone # 704-455-5959
Fax # 704-973-7822

Employer Identification or Social Security Number
20-0546369

Spouse Social Security Number
N/A

Nature of Contract SOFTWARE AS A SERVICE

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

Contract # (if known) _____

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

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

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

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

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

D. FOR INCOME TAX USE ONLY

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

Yes No Signature LUCHETTA JENNINGS Date MAY 28 2014 Expires MAY 28 2015

Yes No Signature _____ Date _____ Expires _____

Yes No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

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

ACCOUNTS RECEIVABLE CLEARANCE FORM
PLEASE FORWARD TO ROOM 1012
COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS (313) 224-1849/2689 FAX: 224-4238

SECTION A: FROM: CITY ENGINEERING HEALTH LAW POLICE
 RECREATION WATER & SEWAGE
 OTHER: _____

ADDRESS OF DEPARTMENT: _____
DATE SENT: _____
CONTACT PERSON: Milhase PHONE NUMBER: _____
DATE SENT: 5/19/14 FAX: _____

SECTION B: CORPORATION LICENSE TYPE: _____
CORPORATION NAME: COVER YOUR ASSETS, LLC
ADDRESS: 6324 RIVER FRONT DRIVE
 OWN LEASE CURRENT TAX IDENTIFICATION NUMBER: 20-0546369
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____
CONTACT PERSON: TED CORNER PHONE NUMBER: 704-455-5959

SECTION C: PARTNERSHIP LICENSE TYPE: _____
BUSINESS NAME: _____
ADDRESS: _____
 OWN LEASE CURRENT TAX IDENTIFICATION NUMBER: _____
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____
A: PARTNER'S NAME: _____ PHONE NUMBER: _____
HOME ADDRESS: _____ CITY/STATE/ZIP: _____
 OWN LEASE SOCIAL SECURITY NUMBER: _____
OTHER CITY PROPERTY OWNED ADDRESSES: _____
B: PARTNER'S NAME: _____ PHONE NUMBER: _____
HOME ADDRESS: _____ CITY/STATE/ZIP: _____
 OWN LEASE SOCIAL SECURITY NUMBER: _____
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____
CONTACT PERSON: _____ PHONE NUMBER: _____

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE: _____
OWNER'S NAME: _____
HOME ADDRESS: _____
CITY/STATE/ZIP: _____ OWN LEASE
BUSINESS NAME: _____
BUSINESS ADDRESS: _____ OWN LEASE
CITY/STATE/ZIP: _____ PHONE NUMBER: _____
CURRENT TAX IDENTIFICATION NUMBER: _____
OTHER CITY/STATE TAX IDENTIFICATION NUMBER (S) PREVIOUSLY USED: _____
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____

SECTION E: PERSONAL SERVICES
NAME: _____
HOME ADDRESS: _____ ADDRESS: _____
CITY/STATE/ZIP: _____ OWN LEASE
SOCIAL SECURITY NUMBER: _____
OTHER PROPERTY ADDRESSES OWNED WITHIN DETROIT: _____ PHONE NUMBER: _____

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

FOR TREASURY COLLECTION USE ONLY!

FOR INCOME TAX DIVISION USE ONLY

APPROVED PENDING DENIED W/ATTACHMENTS

APPROVED PENDING DENIED

CLEARANCE VALID UNTIL

DEC 30, 2014

SIGNATURE

DATE

SIGNATURE

DATE

[Handwritten Signature]
5-19-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2014

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 WATSON INSURANCE AGENCY INC/PHS 271308 P:(866) 467-8730 F:(888) 443-6112 PO BOX 29611 CHARLOTTE NC 28229	CONTACT NAME	PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS			
INSURED COVER YOUR ASSETS LLC PO BOX 1042 HARRISBURG NC 28075	INSURER(S) AFFORDING COVERAGE			NAIC#
	INSURER A: Sentinel Ins Co LTD			
	INSURER B: Multiple Companies			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liab			22 SBA ZG0041	05/18/2014	05/18/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS			22 SBA ZG0041	05/18/2014	05/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						
A	UMBRELLA LIAB EXCESS LIAB			22 SBA ZG0041	05/18/2014	05/18/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	RETENTION \$10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	22 WEC LF3921	05/18/2014	05/18/2015	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Technology E&O			22 SBA ZG0041	05/18/2014	05/18/2015	2,000,000/2,000,000

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

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary & non-contributory per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

City of Detroit
Grants and Contracts
1300 BEAUBIEN ST STE 700
DETROIT, MI 48226

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2014

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 Ralph C. Wilson Agency, Inc Box 5069 Southfield MI 48086-5069	CONTACT NAME: Karen Brode	FAX (A/C. No.): (248) 304-0877	
	PHONE (A/C. No. Ext.): (248) 355-1414	E-MAIL ADDRESS:	
INSURED Guardian Guard Services, Inc. PO Box 5196 Southfield MI 48086	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: North Pointe Insurance Company		27740
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 14/15 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	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)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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		Y/N <input type="checkbox"/> N/A	WC6E8BFD01	5/18/2014	5/18/2015	WC STATUTORY LIMITS	OTH-ER
							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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Detroit
Detroit Police Department
1300 Beaubien St
Detroit, MI 48226

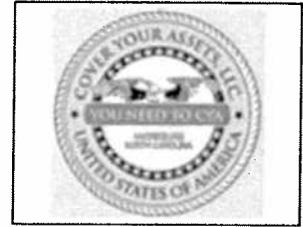
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Vannelli/BRODEK

Cover Your Assets, LLC - Employment Application Form

**PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE**



APPLICANTS MAY BE TESTED FOR ILLEGAL DRUGS

PLEASE COMPLETE PAGES 1-5. DATE _____

Name _____
Last First Middle Maiden

Present address _____
Number Street City State Zip

How long _____ Social Security No. _____ - _____ - _____

Telephone (____) _____

If under 18, please list age _____

Position applied for (1) _____ Days/hours available to work
 and salary desired (2) _____
 (Be specific) No Pref _____ Thur _____
Mon _____ Fri _____
Tue _____ Sat _____
Wed _____ Sun _____

How many hours can you work weekly? _____ Can you work nights? _____

Employment desired FULL-TIME ONLY PART-TIME ONLY FULL- OR PART-TIME

When available for work? _____

TYPE OF SCHOOL	NAME OF SCHOOL	LOCATION (Complete mailing address)	NUMBER OF YEARS COMPLETED	MAJOR & DEGREE
High School				
College				
Bus. or Trade School				
Professional School				

PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE



APPLICATION FOR EMPLOYMENT

MILITARY

HAVE YOU EVER BEEN IN THE ARMED FORCES? Yes No

ARE YOU NOW A MEMBER OF THE NATIONAL GUARD? Yes No

Specialty _____ Date Entered _____ Discharge Date _____

Work Experience Please list your work experience for the **past five years** beginning with your most recent job held. If you were self-employed, give firm name. **Attach additional sheets if necessary.**

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your Last Job Title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE



APPLICATION FOR EMPLOYMENT

Work experience Please list your work experience for the **past five years** beginning with your most recent job held. If you were self-employed, give firm name. **Attach additional sheets if necessary.**

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
	Your last job title		
Reason for leaving (be specific)			
List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.			

May we contact your present employer? Yes No

Did you complete this application yourself Yes No

If not, who did? _____

After reviewing the job requirements, please indicate if you are able to perform the essential functions of the job for which you have applied, with or without a reasonable accommodation ____ Yes ____ No.

Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

Hiring Policy Compliance Affidavit

I, ALAN E CORREIA, being duly sworn, state that I am the Member/Manager
_____ of COVER YOUR ASSETS LLC
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.

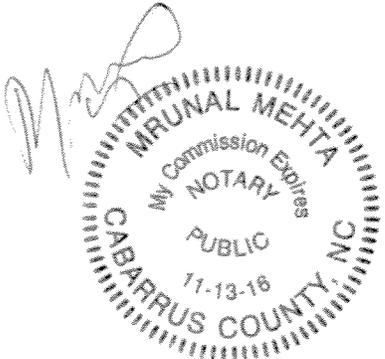
In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

[Signature]
Title: Member/Manager Date: _____

STATE OF North Carolina
COUNTY OF Cabarrus) SS

The foregoing Affidavit was acknowledged before me the 20th day of March, 2014,
by Mehral Mehta.



Notary Public, County of Cabarrus
State of NC
My commission expires: 11/13/16

PLEASE READ CAREFULLY

APPLICATION FORM WAIVER

In exchange for the consideration of my job application by Cover Your Assets, LLC (hereinafter called "the Company"), I agree that:

Neither the acceptance of this application nor the subsequent entry into any type of employment relationship, either in the position applied for or any other position, and regardless of the contents of employee handbooks, personnel manuals, benefit plans, policy statements, and the like as they may exist from time to time, or other Company practices, shall serve to create an actual or implied contract of employment, or to confer any right to remain an employee of Cover Your Assets, LLC, or otherwise to change in any respect the employment-at-will relationship between it and the undersigned, and that relationship cannot be altered except by a written instrument signed by the President /General Manager of the Company. Both the undersigned and Cover Your Assets, LLC, may end the employment relationship at any time, without specified notice or reason. If employed, I understand that the Company may unilaterally change or revise their benefits, policies and procedures and such changes may include reduction in benefits.

I authorize investigation of all statements contained in this application. I understand that the misrepresentation or omission of facts called for is cause for dismissal at any time without any previous notice. I hereby give the Company permission to contact schools, previous employers (unless otherwise indicated), references, and others, and hereby release the Company from any liability as a result of such contract.

I also understand that (1) the Company has a drug and alcohol policy that provides for potential preemployment testing as well as random testing after employment; (2) consent to and compliance with such policy is a condition of my employment; and (3) continued employment is based on the successful passing of testing under such policy. I further understand that continued employment may be based on the successful passing of job-related physical examinations.

I understand that, in connection with the routine processing of your employment application, the Company may request from a consumer reporting agency an investigative consumer report including information as to my credit records, character, general reputation, personal characteristics, and mode of living. Upon written request from me, the Company, will provide me with additional information concerning the nature and scope of any such report requested by it, as required by the Fair Credit Reporting Act.

I further understand that my employment with the Company shall be probationary for a period of ninety (90) days, and further that at any time during the probationary period or thereafter, my employment relation with the Company is terminable at will for any reason by either party.

Signature of applicant _____ Date: _____

Thank you for completing this application form and for your interest in our business.

PLEASE PRINT ALL
INFORMATION REQUESTED
EXCEPT SIGNATURE



POST EMPLOYMENT INFORMATION FORM

TO BE COMPLETED AFTER EMPLOYEE HAS BEEN HIRED

Birth date _____

Married Yes No If married, how long? _____ Single Separated Divorced Widowed

Full name of spouse _____ Occupation _____

Name of company _____ Telephone () _____

PERSONS TO BE NOTIFIED IN CASE OF EMERGENCY

Name _____ Telephone () _____

Address _____ Relationship _____

Name _____ Telephone () _____

Address _____ Relationship _____

TO BE COMPLETED
BY EMPLOYER

Date of employment _____ Job title _____ Dept. _____

Location _____ Rate of pay _____ Full-time Part-time Salaried

Applicant's signature acknowledging above information _____

Drug test confirmation number _____

Name of person verifying information _____

Name of person authorizing employment _____

Applicant Selection Criteria Record

Name of Applicant _____

Position: Technical Account Manager

Department: Customer Care

Answer the following questions as they pertain to the requirements of the job:

Relevant Job Experience

- excellent
- meets job requirements
- does not meet job requirements
- not applicable for this position
- Experience Scheduling People
- Technical Troubleshooting
- Invoicing
- Conflict Resolution
- Customer Facing Customer Care

Comments _____

Supervisory Experience

- excellent
- meets job requirements
- does not meet job requirements
- not applicable for this position

Comments _____

Technical Skills

- excellent
- meets job requirements
- does not meet job requirements
- not applicable for this position
- Browser Proficient [IE, Firefox, Chrome, Safari]
- Browser Troubleshooting [What is Cache, What is Cookie, How do you delete this?]
- Smart Phone OS: [iphone, windows, android, blackberry]
- Excel [What is csv file, what is difference between .xls and .xlsx]
- Computer/tablet os's: Windows, Apple ios, chromebook, android, surface
- Manage pop-up blockers

Comments _____

Interpersonal Skills

- excellent
- meets job requirements
- does not meet job requirements
- not applicable for this position

Comments _____

Motivation

- excellent
- meets job requirements
- does not meet job requirements
- not applicable for this position

Did candidate give up?

Comments _____

Strengths

Comments _____

Weaknesses

Comments _____

Overall Ranking

- excellent
- meets job requirements
- does not meet job requirements
- not applicable for this position

Comments _____

Salary Expectations: _____

Date Candidate Available to Begin Work _____

Interviewer _____

Date of Interview _____

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance- Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of Cover Your Assets, LLC (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 subcontractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

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

RFQ / PO No.: (if applicable) _____

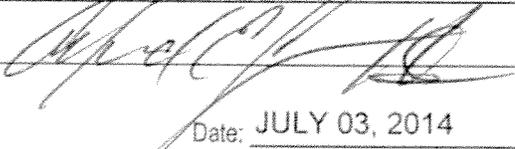
Duration of Covenant Effective Date of contract to End Date of contract

Printed Name of Contractor/Organization, Cover Your Assets, LLC
(Type or Print Legibly)

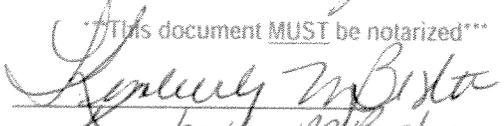
Contractor Address P O BOX 1042 Harrisburg, North Carolina 28075
(City) (State) (Zip)

Contractor Phone/E-mail 704-455-5959 / TedC@CYAUSA.COM
(Phone) (E-mail)

Printed Name & Title of Authorized Representative by Alfred E. Cormier III - Member / Manager

Signature of Authorized Representative: 
Date: JULY 03, 2014

This document MUST be notarized

Signature of Notary: 
Printed Name of Seal of Notary: Kimberly M. Bisha
My Commission Expires: 11/9/14

FOR CONTRACTING DEPARTMENT USE ONLY
Date Rec'd: 7/3/2014 Received By: OTIS MILLHOUSE Title: POLICE OFFICER

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

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: COVER YOUR ASSETS, LLC
2. Address of Contractor: 6324 RIVER FRONT DRIVE
HARRISBURG, NC 28075

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

4. Prior Affidavit submission? ___ No Yes, on: 2005
(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 2003 (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. *see attached Proof*

___ 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.

ALFRED E COOMER III (Printed Name) Member / Manager (Title)
[Signature] (Signature) Mar 20, 2014 (Date)

Subscribed and sworn to before me
this 20th day of March 2014

[Signature]
Notary Public, Cabarrus County, Michigan NC
My Commission expires: 11/13/16



SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04
CHAPTER 18
ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

- (a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.
- (b) Each contractor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

- (a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.
- (b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.
- (c) The affidavit shall disclose any information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

- (a) Failure to comply with this division shall render the contract voidable by the City.
- (b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective no later than thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.) May 5, 2004
Passed: June 23, 2004
Published: July 19, 2004
Effective: July 19, 2004

JACKIE L. CURRIE
City Clerk

State of North Carolina
Department of the Secretary of State

ARTICLES OF ORGANIZATION
Limited Liability Company

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is Cover Your Assets, LLC.
2. There shall be no limit on the duration of the limited liability company.
3. The name and address of each person executing these articles of organization is as follows:
Joy Mayo, Organizer
2100 First Union Capitol Center
150 Fayetteville Street Mall
Raleigh, NC 27601
4. The street address and county of the initial registered office of the limited liability company is:

Number and Street: 6324 River Front Drive

City, State, Zip Code: Harrisburg, NC 28075 County: Cabarrus

5. The mailing address, *if different from the street address*, of the initial registered office is:

P.O. Box 1042
Harrisburg, NC 28075

6. The name of the initial registered agent is Ted Cormier.

7. Principal office information: (*Selection either a or b.*)

The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street: 6324 River Front Drive

City, State, Zip Code: Harrisburg, NC 28075 County: Cabarrus

The mailing address, *if different from the street address*, of the principal office of the limited liability company is: P.O. Box 1042, Harrisburg, NC 28075.

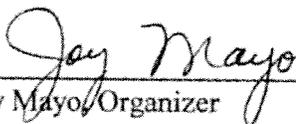
8. Check one of the following:

_____ (i) *Member-managed LLC*: all members by virtue of their status as members shall be managers of this limited liability company.

x (ii) *Manager-managed LLC*: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

9. To the full extent from time to time permitted by law, no person who is serving or who has served as a manager of the limited liability company shall be personally liable in any action for monetary damages for breach of his or her duty as a manager, whether such action is brought by or in the right of the limited liability company or otherwise. Neither the amendment or repeal of this Article, nor the adoption of any provision of these Articles of Organization inconsistent with this Article, shall eliminate or reduce the protection afforded by this Article to a manager of the limited liability company with respect to any matter which occurred, or any cause of action, suit or claim which but for this Article would have accrued or risen, prior to such amendment, repeal or adoption.
10. These articles will be effective upon filing, unless a date and/or time is specified.

This is the 30th day of July, 2003.



Joy Mayo/ Organizer

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

SUBMIT TO: Human Rights Department
Affirmative Action Division
1026 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224-4973 (Telephone)
(313) 224-3434 (Fax)

PLEASE REVIEW THE CONTRACT COMPLIANCE STATUS OF:

COMPANY NAME: COVER YOUR ASSETS, LLC
ADDRESS: 6324 RIVER FRONT DRIVE
CITY, STATE, ZIP CODE: HARRISBURG, NC, 28075
CONTACT PERSON: ALFRED E. CORMIER III [Ted]
TELEPHONE NUMBER: [Office] 704.455.5959 [Cell] 704.773.9138
CONTRACT NUMBER: SPO# 2707517 *Renewal* CONTRACT AMOUNT: ~~\$134,1901.48~~ \$35,895.50
DESCRIPTION OF SERVICE/PRODUCTS: Software as a Service [SaaS] SEMS-To-CYA a Secondary Employment & Special Events Management Web Based Application.

PLEASE MAIL, FAX OR DROP OFF THIS VENDOR REQUEST FORM TO THE HUMAN RIGHTS DEPARTMENT AT THE ADDRESS INDICATED ABOVE. YOU WILL BE RESPONSIBLE FOR KEEPING THE CLEARANCE CERTIFICATE AND SUBMITTING A PHOTOCOPY OF THE CLEARANCE CERTIFICATE TO THE PURCHASING DIVISION WITH YOUR BID PACKAGE.

- IF YOU HAVE BEEN CLEARED IN THE PAST SIX MONTHS, BUT HAVE NOT RECEIVED A CLEARANCE CERTIFICATE, AN AFFIRMATIVE ACTION CLEARANCE CERTIFICATE WILL BE ISSUED VIA U.S. MAIL WITHIN 48 HOURS OF RECEIPT OF THIS REQUEST.
- IF YOU HAVE NOT BEEN CLEARED IN THE PAST SIX MONTHS, YOU WILL BE ISSUED, VIA US. MAIL, AN:
 - (1) EEO-1 FORM
 - (2) EEO-2 FORM

The following must be returned with your completed EE0-1 and EE0-2 Forms:

- (3) A COPY OF YOUR FIRM'S EQUAL EMPLOYMENT OPPORTUNITY POLICY.
 - (4) A SUBCONTRACTOR'S STATEMENT INDICATING THAT YOU WILL NOT HIRE ANY SUBCONTRACTORS ON ANY CITY OF DETROIT CONTRACTS BEFORE THEY HAVE BEEN CLEARED BY THE HUMAN RIGHTS DEPARTMENT.
- IF YOU ARE CURRENTLY IN PROCESSION OF A VALID CLEARANCE CERTIFICATE, MAKE A PHOTOCOPY OF YOUR CLEARANCE CERTIFICATE AND SUBMIT THE PHOTOCOPY WITH YOUR BID PACKAGE TO THE PURCHASING DIVISION.

VENDOR: NO ONE WILL BE AVAILABLE TO ANSWER QUESTIONS AT THE TIME YOUR REQUEST IS DROPPED OFF IN HUMAN RIGHTS.

**Cover Your Assets, LLC
Equal Opportunity Employer Policy Statement**



Cover Your Assets, LLC Harrisburg, North Carolina
is an equal opportunity employer and does not discriminate
against any employee or applicant for employment because of
race, religion, color, sex, handicap, or national origin.

Inquiries May be Made To:

Cover Your Assets, LLC

Attn: Ted Cormier

6324 River Front Drive

Harrisburg NC 28075

Or via

Telephone: 704-455-5959

FAX: 704-973-7822

Email: Tedc@CYAUSA.com

**Cover Your Assets, LLC
Use of Subcontractor Statement**



Tuesday, July 13, 2010

To Whom It May Concern

Cover Your Assets, LLC Harrisburg, North Carolina will not use any subcontractor on any job contracted by the Agency without first receiving clearance from the Agency.

Sincerely,

Alfred "Ted" Cormier III
Owner / Manager

TEL: 704-455-5959
FAX: 704-973-7822
E-mail: Tedc@CYAUSA.com

Cover Your Assets, LLC
6324 River Front Drive
Harrisburg NC 28075

Lorraine White - [33E-1B52AD12-013C] Detroit: Follow-up

From: Tina Honeycutt <Tinah@cyausa.com>
To: "whitel@detroitmi.gov" <whitel@detroitmi.gov>
Date: 7/11/2014 11:01 AM
Subject: [33E-1B52AD12-013C] Detroit: Follow-up

Good Morning Ms. White,

I want to thank you for taking time to speak with me this morning referencing the renewal of SEMS-To-CYA with the Detroit Police Department.

Key points to our conversation were:

- The current upgrade in your OS
- Looking at a web-based HRMS
- Whether SEMS could be used for the Fire Dept and EMS
- Current Service Level Agreements
 - What parameters are currently in place
 - Service Level Agreements outside of emergencies
- Additional products from Cover Your Assets, LLC
 - I will gather and provide the whitepaper for those products and send them to you via email.
- Outstanding Payment
 - Account is currently over 90 days past due. CYA is working in Good Faith with the City of Detroit by gracing this temporary extension so services are not interrupted due to non-payment.

I completely respect and appreciate your new position and the due diligence you are doing to ensure you have a clear understanding of what and why a subscription is being renewed by the Police Department. Additionally, I appreciate your interest and consideration in the functional use of our product for additional departments within the City such as the Fire Department and EMS for events such as football games.

I have contacted Ted Cormier, owner of Cover Your Assets, LLC. As I indicated, he is out of town and in a meeting this morning. As soon as his meeting has ended, he will call you at 313-224-4261 after 1:00pm EST today to discuss and clarify any further questions you may have referencing our products or our company.

We want to ensure you are completely satisfied with our system and the support you received. Please do not hesitate to contact us if you have any further questions, comments or concerns.

Have a blessed and extraordinarily positive day!

Thanks,

Tina C Honeycutt

**Customer Care Manager
Cover Your Assets, LLC**

Office: 704-455-5959
Toll Free 888-462-9287

We are the Sole Provider of the solutions we offer.

Support Hours Mon-Fri 0900-2200 | Weekend & Holidays 0900-1700

**If you have an urgent request please call us for immediate handling.*

*"The information in this email is confidential and may be legally privileged. It is intended solely for the addressee and access to it by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or omitted to be taken based on it, is strictly prohibited and may be unlawful. Unless you are the addressee (or authorized to receive for the addressee), you may not copy, use, or distribute this information. **If you have received this message in error, please advise the sender immediately at the contact information above or return it promptly by mail.**"*

Lorraine White - [33E-1B52AD12-013C] Detroit: Follow-up

From: Tina Honeycutt <Tinah@cyausa.com>
To: "whitel@detroitmi.gov" <whitel@detroitmi.gov>
Date: 7/11/2014 11:01 AM
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CITY OF DETROIT
LAW DEPARTMENT
Office of Corporation Counsel
-CONTRACTS SECTION-

INTERDEPARTMENTAL MEMORANDUM

TO: Contracts Desk
Purchasing

FROM: Christopher S. Ammerman
Senior Assistant Corporation Counsel
Writer's Direct Dial: (313) 237-3053

SUBJECT: EXPIRED DOCUMENTS - CONTRACT NUMBER: 2891896
Vendor Name: COVER YOUR ASSETS L.L.C.

DATE:

The documents checked below have expired. Prior to placement of this contract on City Council's agenda, please insure that the documents identified below are current or have been renewed. The department has been notified on the date listed below.

Thank you for your cooperation in this request.

CLEARANCES

Property Tax Income Tax
 Human Rights Other

INSURANCE

The coverage required by this contract per the certificate of insurance furnished with this contract was not provided or has expired as follows: - Expires 5/18/14

Entire Certificate: General Liability:
Prof. Liability: Excess Liability:
Automobile:
Workers' Comp.: Employers' Liability
*Other (Identify)

*Insurance coverage must include the City of Detroit as an additional insured. Please provide the City of Detroit Purchasing Department with an insurance certificate that complies with the contract requirement.

The departmental requestor was notified by this writer on 5/15/14

cc: Police Dept. Attn: Brigid Oroski 586-1922

Lorraine White - Re: DPD Software - Cover your Assets

From: Robert Millender
To: White, Lorraine
Date: 7/18/2014 11:00 AM
Subject: Re: DPD Software - Cover your Assets

7/23/14
Zero
pts. case to
Agenda
New
Tina Tolliver

This ok to approve

>>> Lorraine White 7/14/2014 11:42 AM >>>

Hello Robert,

I have been asked to take a look at a renewal of a SaaS renewal for a software called "Cover Your Assets" for the DPD. This software provides opportunities to present and track Officer off hours employment as security or other role for events happening in the City.

I am wondering if you would like to look into this to give it the IT seal of approval in order to renew?

Thank you!
Lorraine

- ① No renewals
- ② NEED SSI source
- ③



CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4600
FAX 313 • 628 • 1160

Date: May 19, 2014
To: Brigid O'Droski/Otis Milhouse
From: Zenola Holland
Purchasing Division
RE: **Contract Number # 2891896– Cover Your Assets, LLC**

The Purchasing Division has received the contract indicated above. It is the department's responsibility to ensure that all documents (clearances, insurance, etc.) are provided to the Purchasing Division. However, the following documentation must be provided before this contract can be submitted to City Council:

- Signed City Council Review Checklist (Please Indicate Whether Competitive Bid Yes or No. If Yes, I will need a Bid Tabulation Sheet) *Sole Source*
- Bid Tabulations or Evaluation Score Sheet (Must Have To Justify Competitive Bidding)
- Revenue/Property Tax Clearance (NEEDS TO BE STAMPED WITH DATE)
- Income Tax Clearance (NEEDS TO BE STAMPED WITH DATE)
- Human Rights Affidavit
- Insurance Certificate—Needs Coverage for Automobile and Worker's Compensation and Employer's Liability and the City of Detroit needs to be named as additional insured (INSURANCE EXPIRED MAY 18, 2014)
- Hiring Policy and Employment Application (without reference to questions regarding a felony)
- Slavery Era Affidavit
- Other—Returned to the Department—Contract Incomplete

IT IS THE PURCHASING DIVISION'S POLICY TO RETURN ALL CONTRACTS THAT ARE INCOMPLETE.

If you have any further questions, please do not hesitate to contact me. I can be reached at 224-9235. Thank you, in advance, for your cooperation.

cc: Boysie Jackson, Chief Procurement Officer
File

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

COVER YOUR ASSETS, LLC

CONTRACT NO.

CONTRACT PROVISIONS

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Exhibit A—Scope of Services

Exhibit B—Fee Schedule

Exhibit C—Detroit Living Wage Ordinance

**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Police Department ("City"), Cover Your Assets, LLC a Municipal LLC, of the State of North Carolina (organization), with its principal place of business located at 6324 River Front Drive, Harrisburg, North Carolina 28075 ("Contractor").

WITNESSETH:

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

WHEREAS, the City in engaging the Contractor desires to provide for the efficient and orderly performance of the designated Services; and

WHEREAS, the Contractor represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services in a manner that is responsive to the City's needs in all respects; and

WHEREAS, the City has selected the Contractor to perform the Services as set forth in this Contract; and

WHEREAS, the further objectives of this Contract are set forth in Exhibit A; and

WHEREAS, other related services may be provided in support of the Services by the Contractor;

NOW, THEREFORE, in consideration of the mutual undertakings and benefits to accrue to the parties, the parties agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

"Exhibit C" is the Detroit Living Wage Ordinance Contractor Certification, by which the Contractor certifies that it shall comply with the Detroit Living Wage Ordinance.

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

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

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

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

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

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

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

2. ENGAGEMENT OF CONTRACTOR

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

2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.

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

2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all

damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.

2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases,

alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and

- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.

4. CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE

4.01 The award of this Contract to the Contractor shall not become effective until:

- (a) The Contract has been approved by the required City departments;
- (b) The award of the Contract has been authorized by resolution of the City Council; and
- (c) The Contract has been signed by the City's Purchasing Director.

4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

5. DATA TO BE FURNISHED CONTRACTOR

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

6. PERSONNEL & CONTRACT ADMINISTRATION

6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 For all purposes, City employees shall remain employees of the City and the Contractor's employees shall remain employees of the Contractor. The Contractor is being retained by the City as an independent contractor to provide Services to the City, and is not being retained in any capacity as a joint enterprise or joint venturer with the City.
- 6.06 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.07 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.
- 6.08 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 is:

Brigid O'Droski
Director Budget Operations
1301 Third St, 6th Floor
Detroit, Michigan 48226
(313) 596-1922
(313) 596-6817

The contact person from whom payment should be requested is:

Brigid O'Droski
Director Budget Operations
1301 Third St., 6th Floor
Detroit, Michigan 48226
(313) 596-1922
(313) 596-6817

7. COMPENSATION

- 7.01 Compensation for Services provided shall not exceed the amount of **One Hundred Seven Thousand Six Hundred Eighty Six Dollars and Fifty Cents 50/100 Dollars \$107,686.50**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 7.03 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
 - (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies

will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

7.04 The Contractor agrees to include the covenants contained in Sections 7.02 and 7.03 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

8. INDEMNITY

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

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract.

8.02 The Contractor also agrees to hold the City harmless against any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's performance of this Contract.

8.03 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside

City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

8.04 In the event any action shall be brought against the City by reason of any claim covered under this Section 8, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

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

8.06 The Contractor agrees that it explicitly waives any right it has or may have to immunity under applicable industrial insurance laws with respect to any action against the City and agrees to assume liability for actions brought by its own employees against the City as provided above.

8.07 The indemnification obligation under this Section 8 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

8.08 The Contractor agrees that this Section 8 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

9. INSURANCE

9.01 The Contractor shall maintain, at a minimum and at its expense, during the term of this Contract the following insurance, with the understanding that if the Contract price exceeds One Million Dollars (\$1,000,000) additional insurance will be required:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

9.02 (a) The commercial general liability insurance policy shall name the "City of Detroit" as an additional insured and shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit. The commercial general liability insurance shall provide blanket contractual liability insurance for all written contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provision of Contract No. _____, dated _____ and entered into by the insured and the City of Detroit."

(b) If the commercial general liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured," which reads essentially as follows: "The insurance afforded applies separately to each insured . . . except with respect to limits . . ." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each insured in the same manner as though a separate policy had been

issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named."

- 9.03 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility that are well-rated by national rating organizations and are otherwise acceptable to the City.
- 9.04 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the City. Certificates of insurance evidencing such coverage shall be in a form acceptable to the City. Certificates of insurance shall be submitted to the City's Finance Department, Accounts Payable Section, Coleman A. Young Municipal Center, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 9.05 If any work is sublet in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in Section 9.01 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 9.06 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Section 9 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

10. DEFAULT AND TERMINATION

- 10.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience (without cause) according to the provisions of this Section 10.
- 10.02 The City reserves the right to terminate for cause. Cause is an event of default.
- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or

- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) The Contractor ceases to perform under the Contract; or
 - (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The Contractor fails in any of the agreements set forth in this Contract; or
 - (11) The Contractor ceases to conduct business in the normal course; or
 - (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the

default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- (e) The City's remedies outlined in this Section 10.02 shall be in addition to any and all other legal or equitable remedies permissible.

10.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

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

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

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

11. ASSIGNMENT

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

12. SUBCONTRACTING

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

- 12.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 12.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 12.04 The provisions contained in this Section 12 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 12.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

13. CONFLICT OF INTEREST

- 13.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 13.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 13.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

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

14. CONFIDENTIAL INFORMATION

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

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

15. COMPLIANCE WITH LAWS

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

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

16. AMENDMENTS

16.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

16.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation,

the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.

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

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

17. FAIR EMPLOYMENT PRACTICES

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

17.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Section 17 in any subcontract, as well as provide the City a copy of any subcontract upon request.

17.03 Breach of the terms and conditions of this Section 17 shall constitute a material breach of this Contract and may be governed by the provisions of Section 10, "Default and Termination."

18. NOTICES

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

If to the Police Department (on behalf of the City):

Attention: Brigid O'Droski
 Director, Budget Operations
 1301 Third 6th floor
 Detroit, Michigan 48226

If to the Contractor: Cover Your Assets, LLC.

Attention: Mr. Ted Cormier
6324 River Front Dr.
Harrisburg, North Carolina 28075

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

19. PROPRIETARY RIGHTS AND PATENT INDEMNITY

19.01 Ownership. The CITY acknowledges CYA owns the Application and that the Application is not generally published and embodies CYA's Trade Secrets. All right, title and interest in and to the Application, including, without limitation, all copyrights, Trade Secrets and other intellectual property rights pertaining in and to the Application shall remain invested in CYA. Except as expressly authorized by this Agreement, the CITY may not copy or reproduce the Application. The CITY shall not modify, distribute, transfer, rent, lease, reverse engineer, decompile or disassemble the Application. Further, other than the use rights granted to the CITY's employees in conjunction with the Application as permitted by this Agreement, and except as necessary for the CITY to operate and maintain and demonstrate the Application, the CITY will not use, display or sublicense the Application. CYA reserves all rights not expressly granted to the CITY by this Agreement. CYA agrees all modules, interfaces and other improvements to the CYA basic program that are specifically developed by the CITY for operations with in the CITY's IT architecture are not subject to additional license expense or other fees for such modifications. The CITY will not alter, remove, modify or suppress any confidentiality legends or proprietary notices placed on or contained within the Application and expressly agree not to circumvent any security or other protections within the Application.

19.02 Enhancements and Updates. CYA will provide Enhancements and Upgrades to the CITY. Upon delivery to the CITY, such Enhancements and Upgrades of the CYA Software shall be deemed incorporated into and governed by the terms of this Agreement. Enhancements and upgrades will be tested and approved by the CITY in a test environment before being installed on the production system. All enhancements and upgrades will include training documents delivered as an update to the CITY's documentation on the system.

19.03 Confidentiality. The CITY agrees that certain information it will acquire from CYA will constitute Trade Secrets and Confidential Information. The CITY agrees that it will exercise the same degree of care with respect to CYA's Trade Secrets and Confidential Information as it exercises with respect to its own Trade Secrets and Confidential Information (but in all cases no less than a reasonable degree of care and protection); and will not, directly or indirectly, disclose, copy, transfer or allow access to any Trade Secrets or Confidential

Information obtained from CYA. The CITY shall not use CYA's Trade Secrets and Confidential Information for any reason other than as is required for its use of the Application as permitted under this Agreement. The provisions of this Section 6.3 will survive the termination of this Agreement for a period of three (3) years after such termination of this Agreement and for the maximum period permitted under applicable law with respect to Trade Secrets. CYA agrees to abide by and sign the CITY's Confidentiality Agreement attached hereto as Exhibit A and to ensure all of CYA employees or contractors that may access this data abide by the terms and conditions of Exhibit A.

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

20. YEAR 2000 WARRANTY

20.01 The Contractor warrants that all goods or services provided pursuant to this Contract shall comply with the requirements of this Section 20. The City requires and the Contractor warrants that it is using software that has been designed to ensure compatibility with dates referring to the year 2000 and beyond, including, but not limited to, software that accurately recognizes and processes all date and century data, including leap year data, that accurately uses same-century and multi-century formulas and date values in its calculations, and that uses date data interface values that accurately reflect the century.

The Contractor warrants and the City requires that software shall not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data that represents or references different centuries or more than one century.

Software must be designed to be used prior to, during, and after the calendar year 2000 A.D., and software must operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data that represent or reference different centuries or more than one century.

Date data outside of the range 1990 to 1999 must be correctly processed in any level of computer hardware or software, including but not limited to microcode, firmware, application programs, files and databases.

21. WAIVER

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

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

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

22. MISCELLANEOUS

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

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

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

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

22.05 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. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor agrees that service of process at the address and in the manner specified in Section 18 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan, the Michigan Court of Claims or the Michigan Supreme Court.

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

- 22.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.
- 22.08 Neither party shall be liable to the other in the event a force majeure renders performance of the Contract by either party impossible. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.
- 22.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 22.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City, including real property, personal property, and income taxes.
- 22.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 22.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 22.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 22.14 The City shall have the right to recover by setoff from any payment owed to the Contractor delinquent withholding, income, corporate and property taxes owed by the Contractor and amounts owed to the City by the Contractor under this Contract or other contracts.

IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as of the dates of their respective signatures:

WITNESSES:

CONTRACTOR: Cover Your Assets, LLC

1. Indira Thirumala 3-20-14
Name Date

BY: [Signature] 3/20/14
Name Date

2. Helen Cormier March 20, 2014
Name Date

ITS: Member / Manager

WITNESSES:

CITY OF DETROIT POLICE DEPARTMENT

1. [Signature]
Name OTIS W. MILHOUSE Date

BY: [Signature] 5/2/2014
Name James E. Craig Date

2. [Signature]
Name LASHARRIO McIVER Date

ITS: Chief of Police

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON **SEP 16 2014**
EV SEP 23 2014

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

Date

[Signature] 9/24/14
Purchasing Director Date

[Signature] 5/15/20
Corporation Counsel Date

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

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)

)SS.

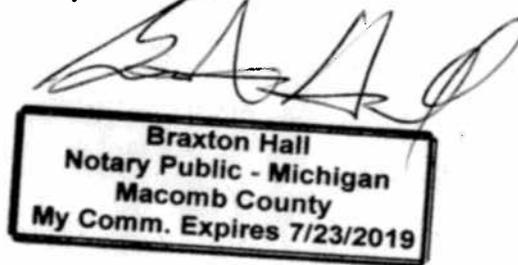
COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 6TH day of MAJ,
2014, by James E. Craig
(name of person who signed the contract)
the Chief of Police
(title of person who signed the contract as it appears on the contract)
of Police
(complete name of the City department)
on behalf of the City.

Notary Public, County of Wayne

State of Michigan

My commission expires: 07/23/19



CORPORATION CERTIFICATE OF AUTHORITY

I, ALFRED E CORMIER III, MEMBER/MANAGER of
(name of corporate secretary)
COVER YOUR ASSETS, LLC, a STATE OF NORTH CAROLINA
(complete name of corporation) (state of incorporation)

LIMITED LIABILITY corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following FOR PROFIT is a true and correct excerpt from the minutes of the meeting of the MEMBERS duly called

and held on 01 MARCH 2014, and that the same is now in full force and effect:
(date of meeting)

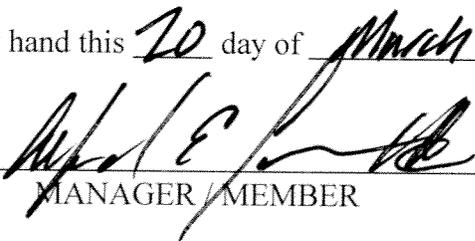
"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that

<u>ALFRED E CORMIER III</u>		is MANAGER ,
<u>ALFRED E CORMIER III</u>	[40% shareholder owner]	is MEMBER,
<u>HELEN C. CORMIER</u>	[40% shareholder owner]	is MEMBER
<u>ROSEMARY W. CORMIER</u>	[20% shareholder owner]	is MEMBER,

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. _____ between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 20 day of March, 2014.
CORPORATE SEAL
(if any)



MANAGER/MEMBER

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

EXHIBIT A
SCOPE OF SERVICES

I. Notice to Proceed

The Contractor shall commence performance of this Contract upon receipt of the City's delivery of a written "Notice to Proceed" and in the manner specified in the Notice to Proceed. The Contract shall be completed **on February 28, 2017**.

II. Services to be Performed

The contract shall provide software as a service to the CITY consisting of the following functionality. Application: SEMS-To-CYA a Secondary Employment or Special Events Management System.

SEMS-To-CYA™ a Secondary Employment or Special Events Management System Module Deliverables

Administration

Employers, Employees, Administrators or Reporting:

Agency administration has total control of the activity associated with special events assignments.

Through our Management Console all activities may be tracked, monitored, or queried.

Employers

Jobs, Shifts, or Assignments:

The purpose of this system is to allow for the fair and equitable distribution of assignment opportunities.

Inner agency or Intra Agency allows for all requests for personnel to be fulfilled easily.

Employees

Approved, Suspended, Private Pools:

Personnel are granted permission to view available works for which they are eligible. Personnel are only allowed to view opportunities made available by the agency administrators.

Communication

E-mail, Auto Notifications, or Mobile Devices:

The system automatically communicates with personnel and administrates various actions such as cancel, assign or delete actions. Where the system automatically sends the affected personnel mail to reflect the change in assignment.

Cancel, Assigned, Special Information, By Groups

Reports

Reports provide useful information:

The system has a pre-built query mechanism from which supervisors, administrators or coordinators use to prepare monthly, quarterly, semi-annual reports containing data on number of hours worked by all personnel, individual personnel.

AGENCY Administration

The AGENCY will provide the daily AGENCY administrative personnel required for the purpose of;

- Managing Employers
 - o Jobs
 - o Shifts
 - o Assignments
 - o Any other routine administration required

- Managing Personnel
 - o Approval of Personnel
 - o Assigning shifts
 - o Cancellation requests
 - o Running reports
 - o Any other routine administration required

Design Change Request Fees. CITY may submit Design Change Requests [**DCR**] for application changes and CYA will at their discretion determine if a DCR fee is applicable. The standard DCR fee is billed at a rate of \$110.00 per hour. Prior to any work commencing a **Design Change Request Form** will be presented and provides an estimated cost for the work to be performed. ONLY upon acceptance by the City shall the DCR work will commence. Once implemented the feature or DCR requested shall become part

EXHIBIT B
FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to the Contract a maximum amount of **One hundred seven thousand six hundred eighty six dollars and fifty cents [S 107,686.50]** and any time extension, beginning on the date of approval by the City Council.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

I. Project Fees – Three Year Renewal covering Year Four (4) through six (6)

Item	Quantity	Rate	Total
Renewal Term Year 4 Annual subscription Fee. For SEMS-To-CYA Secondary Employment or Special Events Management system.	1	\$35,895.50	\$35,895.50
Renewal Term Year 5 Annual subscription Fee. For SEMS-To-CYA Secondary Employment or Special Events Management system.	1	\$35,895.50	\$35,895.50
Renewal Term Year 6 Annual subscription Fee. For SEMS-To-CYA Secondary Employment or Special Events Management system.	1	\$35,895.50	\$35,895.50
Total Amount Year 4 due March 2014 Fees <i>[Mar 2014- Feb 2015]</i>			\$35,895.50
Total Amount Year 5 due March 2015 Fees <i>[Mar 2015-Feb 2016]</i>			\$35,895.50
Total Amount Year 6 due March 2016 Fees <i>[Mar 2016-Feb 2017]</i>			\$35,895.50
Total Amount of All Service Agreement Renewal Fees			\$107,686.50

EXHIBIT C
DETROIT LIVING WAGE ORDINANCE
CONTRACTOR CERTIFICATION

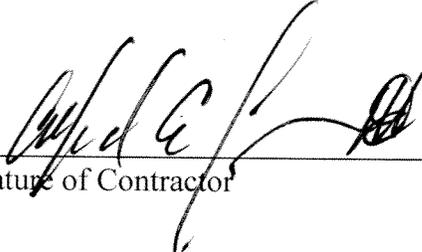
By signature in the space provided below, the Contractor acknowledges receipt of a copy of the Detroit Living Wage Ordinance ("Ordinance"), a copy of which is attached to and made a part of this Exhibit C, and affirms that it shall comply with this Ordinance in all respects.

A Contractor who violates the Ordinance shall pay to each employee affected the amount of the deficiency for each day the violation continues.

Willful or repeated violation of this Ordinance shall entitle the City to terminate the Contract.

Willful violation of the Ordinance shall result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments to the Contractor the amounts that are necessary to make these payments.

A Contractor who is assessed the \$50.00 penalty based on more than three (3) incidents within a two (2) year period shall be barred from entering into any contracts with the City for a period of ten (10) years from the last violation.



Signature of Contractor

3/20/14

Date

DETROIT LIVING WAGE ORDINANCE

SEC. 18-5-81. PURPOSE.

The purpose of this ordinance is to improve the lives of working people and their families by requiring employers that contract with the City or which receive financial assistance from the City for economic development or job growth to pay their employees a wage sufficient to meet basic subsistence needs, and that they utilize Detroit residents as employees to the extent possible.

SEC. 18-5-82. APPLICABILITY.

- (a) This ordinance applies to any individual, proprietorship, partnership, corporation, trust, association or other entity which is a contractor or a grantee, defined as follows:
 - (i) a contractor is a party to a contract with the City of Detroit primarily for the furnishing of services (as opposed to the purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000.00, including any subcontractor of such contractor;
 - (ii) a grantee is the recipient of any financial assistance from the City in excess of \$50,000.00, including any federal grant program administered by the city, revenue bond financing, planning assistance, tax increment financing, tax credits or any other form of assistance, if the purpose of the assistance is economic development or job growth, including any contractors, subcontractors or leaseholders at the subsidized sites.
- (b) The minimum wage requirements of this ordinance shall apply with respect to any employee of a contractor or grantee who is employed either part-time or full-time at a job site covered in whole or in part by the contract, or to any employee of a grantee who is employed either part-time or full-time at any job site covered or subsidized in whole or in part under the grant of financial assistance.

SEC. 18-5-83. MINIMUM REQUIREMENTS.

- (a) Each contractor and grantee shall pay its employees wages which are at least equal to a living wage as defined in this ordinance.
- (b) A living wage means an hourly wage rate which on an annual basis (based on forty hours per week, fifty weeks per year) is equivalent to either of the following:
 - (i) One hundred and twenty five percent (125%) of the federal poverty level; or
 - (ii) One hundred percent (100%) of the federal poverty level, if health benefits are provided to the employee. Health benefits, for purposes of this ordinance, mean fully paid, comprehensive family medical coverage.
- (c) The federal poverty level means the United States poverty level income guideline for a family of four, as adjusted periodically.
- (d) The City Purchasing Department shall adjust the living wage as necessary to incorporate changes in the federal poverty level. The Purchasing Department shall publish a bulletin announcing any change in the amount of the living wage, and shall inform each contractor and grantee of such changes in writing, prior to such adjustment becoming effective.

- (e) To the greatest extent feasible, a covered contractor or grantee shall attempt to fill all new positions created as a result of a contract or financial assistance with employees who are residents of the City of Detroit. The foregoing shall not be interpreted as [a] residency requirement; nor shall it cause any contractor or grantee to terminate, transfer, or lay off any employee who is on the payroll at the time coverage under this ordinance becomes effective for that contractor or grantee.

SEC. 18-5-84. ENFORCEMENT AND PENALTIES.

- (a) Each City contract or grant or financial assistance shall require compliance with this ordinance. Each such contract or grant shall provide that willful or repeated violation of this ordinance will entitle the City to terminate the contract or grant.
- (b) Every contractor or grantee shall post in a conspicuous place on any jobsite subject to this ordinance a copy of the minimum living wage rate required under this ordinance. The City shall notify contractors and grantees of the minimum living wage rate, and any adjustments thereto, within a reasonable period before they become effective.
- (c) A contractor or grantee who violates the living wage requirement shall pay to each employee affected the amount of the deficiency, for each day the violation continues. Willful violation of the ordinance will result in a penalty paid to the City in the amount of \$50.00 per violation for each day the violation continues. The City may withhold from payments, grants, or financial assistance to the employer such amounts as are necessary to effectuate the payments provided in this paragraph.
- (d) A contractor or grantee who is assessed the \$50 penalty provided above based on more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the City or from receiving any financial assistance from the City (as defined in Section 2(b) [sic] [Section 18-5-82(b)]¹, for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph means one payroll, payday, or date of payment, regardless of the number of employees affected by each incident.
- (e) A person affected by a violation of this ordinance may file a complaint with the [sic] City Purchasing Department, which will have ninety (90) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's [sic] satisfaction within the ninety day period, the complainant [sic] or his or her representative may bring an action in the Wayne County Circuit Court to enforce this ordinance. The court shall award reasonable attorneys fees and costs to a person who prevails in an enforcement action. This ordinance shall not be constructed [sic] to limit an employee's right to bring legal action for violation of any other minimum compensation or wage and hour law.

SEC. 18-5-85. SEVERABILITY.

If any portion or provision of this ordinance is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

¹ Editor's Note: See Section 18-5-82(a)(ii).

SEC. 18-5-86. EFFECTIVE DATE.

This ordinance shall apply to any contract entered into and any financial assistance granted or renewed after the effective date of this ordinance. Entering into an agreement for extension of a contract for a period beyond its original term shall be considered entering into a contract for purposes of this paragraph.

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