



TO: Plymouth District Library Board **DATE:** September 9, 2022
RE: Accounting Services Quote, **FROM:** Shauna Anderson,
 Approval Director

To support the review of the library's general ledger, I propose hiring an accounting team with a specialization in forensic analysis to tidy up the library's financial records. I also would like to work with this accounting firm on a regular basis, to provide support in general ledger upkeep, monthly financial reporting, and audit prep.

I reached out to a number of accounting firms recommended by local public libraries and received proposals from two—Maner Costerisan and Plante Moran. Proposals are attached to this memo.

After meeting with representatives from these two firms, I suggest hiring Plante Moran to tackle both the initial clean-up project and the library's future accounting needs. A rough estimate of the costs puts both firms in alignment with the library's budget. However, Plante Moran received very positive recommendations from local public libraries using them for similar services.

I have asked Brian Camiller, CPA to attend this meeting to answer any questions that the board might have regarding Plante Moran's services.

RESOLVED BY TRUSTEE _____, SECONDED BY TRUSTEE _____, TO APPROVE HIRING PLANTE MORAN TO TIDY UP THE LIBRARY'S FINANCIAL RECORDS AND WORK WITH THE LIBRARY ON A REGULAR BASIS TO PROVIDE SUPPORT IN GENERAL LEDGER UPKEEP, MONTHLY FINANCIAL REPORTING, AND AUDIT PREP

ROLL CALL:

AYES:

NAYS:

ABSTAIN:



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

🖨 517.323.6346

August 24, 2022

Plymouth District Library
Plymouth, Michigan

Maner Costerisan is pleased that Plymouth District Library (the Library) has expressed interest in our firm and our governmental accounting expertise. We are submitting the following proposed engagement letter for consideration.

We are prepared to provide a full range of accounting and consulting services to Plymouth District Library. The purpose of this engagement letter is to identify the scope of available accounting and consulting services, the specific services anticipated at this time, and confirm the terms of our engagement.

Scope of Services

The scope of accounting and consulting services that can be provided to the Library are outlined below. While this listing includes the full range of services available from Maner Costerisan, the specific services anticipated to be provided at the current time are separated below from those other services that are available upon request.

We understand that our duties will potentially help ensure the completion of the following items:

- Perform a preliminary general “field review” of the Library’s procedures by obtaining a general understanding of the Library’s programs and financial procedures and then a detailed understanding of the same by reviewing documentation and discussions with management.
- Develop and implement policies and procedures standardizing accounting functions throughout the Library.
- Develop timelines and tasks lists on duties to be conducted and when they need to be completed.
- Assist with various accounting functions as needed, including audit preparation services.
- Assist with bank reconciliations, analysis of the general ledger to reconcile material accounts, etc. as requested.
- Meet with Library management to discuss any accounting issues, findings that arise, and recommend corrective actions.
- Provide financial consulting services upon request.

Additional management advisory services may be requested throughout this engagement:

- Cash flow monitoring.
- Review capital asset record maintenance, including the calculation of depreciation.
- Analyze current systems in place related to all accounting functions and develop a detailed accounting manual to be utilized to effectively and efficiently process accounting transactions.
- Train administrative staff on essential functions necessary for day-to-day operations while implementing and maintaining critical internal controls. This would include specific training related to BS&A accounting software.
- General accounting advisory assistance, as requested.
- Internal control policies and procedures review and updating.
- Updating Library Chart of Accounts for State of Michigan compliance.
- Laws and regulations compliance assistance.
- Investigation of allegations or concerns, if identified.
- Other contracted accounting outsourced solutions.
- Computer hardware sales and service, if requested.

Library Responsibilities

The Library is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations.

Library management will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Maner Costerisan, providing overall direction and oversight for each service, reviewing, approving, and accepting the results of the work.

If our engagement involves assistance with the preparation of draft annual financial statements for use by an external auditor, our work will be considered a prelude to the audit performed on Library management's behalf and not the submission of compiled financial statements as defined by the standards for accounting and review services of the AICPA. The draft financial statements we provide to the external auditor, on Library management's behalf, will be prepared in accordance with accounting principles generally accepted in the United States, will be limited to management's representations, and will include no opinion, report, or any form of assurance on the statements from us. Because we can provide no form of assurance on such statements, any engagement to prepare these draft financial statements for auditor use cannot be relied upon to disclose errors, fraud, or illegal acts. Library management will be responsible for the fair presentation of such statements and management will make such representations to the external auditors. Management also represents to us that they are responsible for the basis of accounting and assumptions used in the preparation of the draft financial statements. Management also agrees not to use the draft financial statements, prepared as a prelude to the audit, in any manner other than for use by the external auditor, and will not distribute or allow use of such draft statements to or by third-parties.

You retain responsibility for performing management functions and making management decisions, including but not limited to, the adequacy of the Library's policies and procedures. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes or a summary of these for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

As indicated above, management is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. A list of information and assistance that management will need to provide will be supplied by us. Your failure to provide this information in a timely manner may impair our ability to provide service and may result in increased fees.

The Library agrees that any final reports issued by Maner Costerisan in the conduct of our services engagement are intended solely for the information and use of Library staff, management, and the governing body. Any such reports may include wording that describes the limitations on their distribution.

Maner Costerisan Responsibilities

Maner Costerisan is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Maner Costerisan will be responsible for reporting or otherwise communicating to Library management and/or the Library Board any findings or recommendations, it determines necessary, resulting from the accounting and consulting services provided.

Additional Terms and Responsibilities

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures, indicating that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred.

You are responsible for the safeguarding of assets, for the proper recording of transactions in the general ledger, for the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the engagement. You also have the final responsibility for any filings we do on your behalf and, therefore, the appropriate officials should review them carefully before an authorized officer signs and submits.

If, during our work, we discover information that affects prior-year information, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year information. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to assist in adjusting information and/or filings as part of this engagement.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for Maner Costerisan, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by a such third-party service provider.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication or e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

Plymouth District Library and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the appropriate court of the County in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel time/costs, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Associate	\$ 165
Manager	210
Senior Manager	230
Principal	360

We do not bill for phone calls and questions regarding minimal research (less than one hour). Brief phone conversations during the year are encouraged at no additional cost. Our rates increase annually on an incremental basis.

Our initial assessment and commencement of the audit preparation services will require a mixed time from various levels of staffing. We will work as efficiently and effectively as possible to maintain reasonable costs. We will bill the Library any costs based on the value of the services received from our team members involved until our services are no longer needed. Our ability to keep costs down is predicated on Library staff cooperation and providing necessary information on a timely basis. If the Library would like additional assistance over the noted elements those hours will be billed at the rates noted after approval is given.

All projects/services detailed in the scope of services section would be billed at the hourly rates noted above, as requested. With an engagement such as this, the Library has 100% control over the hours to be invested in the project and the resulting cost. We will bill the Library for all the time spent on each phase of the engagement as we conduct the services.

We will bill the Library as the work progresses and only bill for the value of the services provided during the project. We will invest the time required to ensure that the professional relationship we will develop with the Library remains strong and we continue to be the Library’s trusted advisor in all financial matters. We will rely on the Library to monitor the cumulative fees and expenses charged and notify us if and when the cumulative amount approaches the total appropriated level.

If the Library were to need additional services rendered by other team members, those hours would be billed at the following rates:

<u>Team Member Level</u>	<u>Hourly Rate</u>
Principal	\$ 220 - 375
Manager/Senior Manager	200 - 250
Associate	150 - 200
Administrative	100 - 150

Maner Costerisan may perform additional services upon receipt of a request from the Library with terms and conditions that are acceptable to the Library and Maner Costerisan.

Very truly yours,

Maner Costerisan PC

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. We look forward to continuing our professional relationship with Plymouth District Library.

This letter correctly sets forth the understanding of Plymouth District Library:

By: _____

Title: _____

Date: _____

August 31, 2022

Make the mark.

PLYMOUTH DISTRICT LIBRARY

Accounting Services Proposal





Plante & Moran, PLLC
27400 Northwestern Highway
P.O. Box 307
Southfield, MI 48037-0307
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

August 31, 2022

Ms. Shauna Anderson
Library Director
Plymouth District Library
223 S. Main Street
Plymouth, MI 48170

Dear Shauna,

Thank you for the opportunity to submit our proposal for governmental accounting services to Plymouth District Library (“the Library”). We know that as a library, it can be challenging to allocate your limited resources to daily accounting and financial planning and analysis. Employing a full-time accountant is often out of budget, or impractical for daily operations, but you still must maintain accurate, up-to-date financial information. Thankfully, we have a full menu of outsourced accounting service offerings designed to reduce the burden on you while ensuring all your accounting needs are met.

Here’s what you can expect from our outsourced accounting solution:

- **Our team exclusively serves government and not-for-profit organizations.** Our team has the experience to serve the Library at the highest level from day one. We invite you to reach out to our references on page 6 to learn more.
- **Our services are scalable.** Whether you need an immediate interim solution, or long-term outsourced accounting support, we can help with any of the Library’s financial needs. Please see page 5 for more information on the breadth and depth of outsourced accounting services we offer.
- **All of our services can be performed 100% remotely.** Our investments in technology allow for a streamlined, efficient process, meaning that in a fully remote environment, we can provide premiere service while using less of your valuable time in the process.

We don’t just want to check off a series of boxes to complete the engagement — we want to be a true partner you can call when you need an expert perspective on your goals and challenges. We’ll be here to advise you, and with the resources of the entire firm at our disposal, we’ll bring the governmental experience that you need.

We will follow up promptly to answer any additional questions you might have. We look forward to it.

Sincerely,

Brian J. Camiller, CPA
Engagement Partner
248-223-3840
brian.camiller@plantemoran.com

Kari Shea, CPA
Principal
248-223-3287
kari.shea@plantemoran.com

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Firm overview

We are the 13th largest certified public accounting and management consulting firm in the nation. With **a history spanning nearly 100 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, and family wealth management services.

Fast facts



1924

Year founded



3,300+

Staff



24

Offices worldwide



25+

Industries served



50

States with clients



100+

Countries with clients



45+

Services available



30

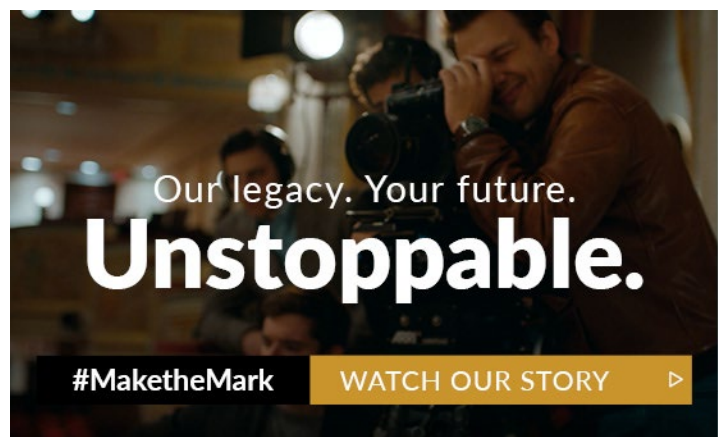
Languages spoken
firmwide

Plante Moran's history and culture, in under five minutes

Our firm's founders had a vision:
**"to create a people firm disguised
as an accounting firm."**

In other words, our professional expertise is just one part of who we are. Our character is what sets us apart and allows us to build meaningful relationships with our clients and colleagues.

As we move into the future — and continue to use artificial intelligence, data analytics, and other technologies to empower our client service model in new ways — we'll hold steadfast to that philosophy.



We invite you to watch our short film at plantemoran.com/get-to-know, which captures our history, goals, and impact.

Our team in action

Our greatest asset is our people — not just their knowledge, but also their integrity and commitment to our clients, staff, and communities. Our philosophy for staffing your engagement is simple: find the best people with the most relevant experience and balance the team with complementary ways of thinking.



Brian Camiller, CPA
Engagement Partner

248-223-3840 | brian.camiller@plantemoran.com

Experience: I provide permanent and temporary accounting assistance to all types of government entities in my role in Plante Moran’s Government Accounting Professionals (PMGAP) group. Whether we act as a group’s finance director, budget director, or bookkeeper, our aim is always to restore financial stability to a troubled environment. Our government clients — including cities, counties, townships, villages, authorities, and libraries — appreciate that we deliver solutions on time and under budget.

I’ve spoken to numerous municipal groups throughout Michigan covering topics such as budget preparation, new GASB pronouncements, and ways to manage a diverse group of employees. I’m a member of the Michigan Municipal Treasurers Association, Michigan Municipal Executives, the AICPA, and the MICPA. I received my accounting degree from Michigan State University.

My clients as the leader of PMGAP include: Farmington Community Library, MI; Northville District Library, MI; Inkster Public Library, MI; City of Detroit, MI; City of New Orleans, LA; City of Wayne, MI; City of Ferndale, MI; Charter Township of Clinton, MI; City of Milan, MI; Village of Dundee, MI.

Fun fact: I consider myself a pop culture aficionado, with specialties in television and films of the 1980s, Marvel comics, and the history of the professional wrestling industry.



Kari Shea, CPA
Principal

248-223-3287 | kari.shea@plantemoran.com

Experience: As a principal in the firm’s Government Accounting Professionals (PMGAP) group, I also provide permanent and temporary accounting assistance for all types of governments.

I chose public accounting because of its emphasis on client service. I have a strong passion for serving my clients, and I deeply care about their mission and success.

I’m a member of the AICPA, the Michigan Association of CPAs, the Florida Government Finance Officers Association, and the Michigan Government Finance Officers Association where I participate on the legislative committee. I’m also a board member for the Farmington/Farmington Hills Foundation for Youth and Families. I earned a B.B.A. in accounting and finance and an M.S. in accounting from the University of Michigan – Dearborn.

My clients as a leader of PMGAP include: Farmington Community Library, MI; Northville District Library, MI; City of Detroit, MI; Milan, MI; New Baltimore, MI; Dundee, MI; Holly, MI; Franklin, MI; Mount Clemens, MI.

Fun fact: My husband and our two boys love to travel — especially to the beach. Spending time with my family is always a priority, and I look forward to planning our trips and getaways each year.



Melanie Crowther, CPA

Manager

248-223-3859 | melanie.crowther@plantemoran.com

I serve public sector clients in both an assurance and accounting service capacity, with a specialty in federal awards (grants) compliance. With my specialty in federal awards compliance, I have been involved in a variety of the firm’s internal trainings and initiatives on Uniform Grant Guidance and single audits. I have presented at Plante Moran-sponsored client trainings and webinars on Uniform Grant Guidance, single audits, and newly issued accounting pronouncements, and at conferences held by other Government associations in Colorado and New York.

I am a member of the AICPA, Michigan Association of CPAs, Michigan Governmental Finance Officers Association, and Colorado Governmental Finance Officers Association. I am licensed as a CPA in the state of Michigan.

Fun fact: I was born in England and moved to the United States as a teenager. I enjoy traveling and returning to visit family and friends in Gloucester.

Accounting Consultant – The majority of our work for the Library will be performed by an accounting consultant. The specific consultant(s) identified to work with the Library will be determined based on our internal capacity and availability at the time we are engaged by the Library, as well as the technical requirements for the specific tasks. Our consultants’ experience serving government averages over 15+ years.

Government accounting and financial solutions

We know the Library has unique challenges and goals. We'll begin our partnership by identifying your distinct accounting needs and structure our services to address them. Our accounting consultants will quickly become a seamless extension of your key functional areas, providing the expertise to support your mission.



How we help:

- **Accounting support** – Our experienced team will meet your accounting needs for bank reconciliations, month-end close assistance, audit preparation, financial reporting support, budget creation, and overall general ledger oversight. Interim staffing support roles include accountant, analyst, controller, and finance director.
- **Accounting outsourcing** – Whether you're looking to outsource all or a part of your accounting functions, our certified team members can assume those duties, including using cloud-based systems so you always have access to accurate, real-time information.
- **Financial transformation** – We work with you to analyze, develop, and implement processes, identify risks and needed internal controls.
- **Financial planning and analysis** – We develop tools that clients can leverage for long-term value, from forecasting, budgeting and cash flow projections, to reporting function development.
- **Special projects** – We help you develop policy and procedure documentation to meet requirements and ensure compliance. Our narratives and flowchart diagrams give you a reliable day- to-day reference.

Our project management and service approach

Our expertise establishing workplans, managing tasks to goals and objectives, and resolving issues means projects are completed timely. Our phased approach includes planning, monitoring, and assessing to consistently deliver high quality and accuracy.

Your organization gains:

- **Expertise** – Our team members have an average 15 years' experience and possess numerous certifications (such as CPA, MSA, MBA, and CFE).
- **Collective power of the firm** – You receive direct access to the breadth and depth of the firm's resources, including technical, industry, and consulting expertise. We currently serve over 1,700 public sector clients.
- **Freedom from hiring, training, and retaining staff** – You can contract or expand resources as needed. For some clients, having our support can eliminate the need to invest in office space, hardware, or software.
- **Real-time access to information** – Cloud-based access to current information improves your decision- making support and offers an accurate, holistic picture of all financials, anytime.
- **Flexibility and accounting platforms** – You can continue to use your accounting system or one of our platforms to best meet your needs.
- **Greater focus and productivity** – Our resources, processes, technology, and expertise let you focus on what matters most to your organization.

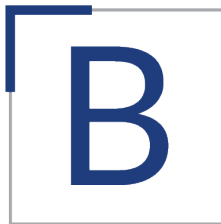
Outsourced accounting and financial services menu

The ABC's of our service:
Audit preparation, budget, and controllership



Audit preparation

- Perform annual year-end close of accounting records
- Audit workpaper preparation
- Audit process facilitation
- External compliance reporting
- Deficit elimination plan creation
- New GASB implementation



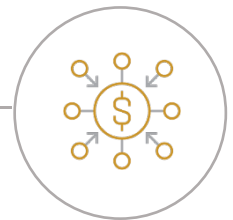
Budget

- Historical budget analysis
- Community education
- Budget process facilitation
- Budget renovation
- Budget document creation
- Budget monitoring and periodic internal reporting
- Budget amendment creation



Controllership

- Preparation of monthly bank reconciliations
- Monthly accounting reconciliations
- Perform month-end close of accounting records



Other services provided:

- Business process evaluation and transformation
- Cash flow analysis and management
- Chart of accounts redesign
- Perform accounting transaction function: accounts payable, accounts receivable
- Other special projects

Client references

Please feel free to contact the individuals below to learn more about how we serve and treat our clients. Additional references can be provided upon request.



Like many government organizations, we have a lean staffing model. Juggling filing deadlines and keeping up with ever-increasing treasury requirements can be challenging.

Plante Moran helped us improve our accounting functions, redesign internal processes, and develop policy and procedure documentation to ensure we're meeting all requirements.

They provided easy-to-follow examples and education so our staff can be more self-sufficient in our accounting practices impacting overall efficiencies. This has resulted in us being able to more fully utilize our accounting software to work for us."

— Teresa (Tere) Onica, Clerk/Treasurer, Village of Oxford



Plante Moran was instrumental in helping us get a handle on the budget by creating a consolidated report to view all of the city's accounts.

This not only helped us internally, but it created a better public trust in our community. I recommended Plante Moran to the City of Wayne and continue to recommend them to others because when you hire Plante Moran you get the whole team and their combined knowledge. They are great at making sure everyone is available to respond to questions and I know they are looking out for our city."

— Lisa Nocerini, City Manager, City of Wayne

Farmington Community Library

Farmington Hills, Michigan
Kelley Siegrist
Library Director
248-848-4301
Kelley.siegrist@farmlib.org

Services provided:

- Ongoing financial accounting support
- Budget development
- Audit preparation
- Provide general ledger software and electric bill pay

Northville District Library

Northville, Michigan
Laura Mancini
Director of Library Services
248-349-3020 ext 206
lmancini@northvillelibrary.org

Services provided:

- Ongoing financial accounting support
- Monthly bank reconciliations
- Audit preparation

Inkster Public Library

Inkster, Michigan
Tim Williams
Board President
313-563-2822
twilliams@inksterlibrary.org

Services provided:

- Ongoing financial accounting support
- Budget development
- Audit preparation
- Provide general ledger software and electric bill pay

Service capabilities

We have developed a comprehensive menu of services for our governmental clients. Our experienced, independent consultants can complement the expertise and skills of your in-house team.



Financial

7. Financial statement audit
8. Public pension system audit
9. Single audit
10. Accounting & financial services
11. Long-range planning
12. Institutional investment advisory



Technology strategy

23. IT assessment
24. Strategic planning
25. Acquisition management
26. Contract negotiations
27. Project management
28. Sourcing
29. Cloud strategy



ERP

43. Assessment & gap analysis
44. Requirements definition
45. Solution selection
46. Contract negotiations
47. Implementation management
48. Independent verification & validation



Enterprise risk

13. Enterprise risk management assessments
14. Internal audit
15. Internal control reviews
16. Application controls
17. Forensic, investigative services, & litigation support



Infrastructure

30. Network assessment
31. Design & acquisition
32. Implementation management
33. Video surveillance/door access control
34. Enterprise wired/wireless design & selection
35. Independent verification & validation



Facilities*

49. Facility analysis & rationalization
50. Project & financial feasibility
51. Owner's representation – design management & construction oversight
52. Lease, buy, build, monetize, & sale/leaseback
53. Bond strategy, planning, & campaign



Operations & process

18. Needs assessment
19. Process redesign
20. Operations review
21. Rightsizing/cost containment
22. Shared services/collaboration



Cybersecurity

36. HIPAA/HITECH compliance
37. Disaster planning
38. SAS70/SSAE16/SOC assessment
39. IT audit
40. IT risk assessment
41. PCI DSS assessment
42. Network security assessment



Human capital

54. Employee benefit strategies
55. Personnel assessment
56. Early retirement incentive plan, design, & consulting

*These services are provided by Plante Moran affiliates: Plante Moran Financial Advisors, Plante Moran Insurance Agency, Plante Moran Trust, P&M Corporate Finance, Plante Moran Cresa, Plante Moran Living Forward™, Plante Moran Real Estate Investment Advisors.

August 31, 2022

Ms. Shauna Anderson
Library Director
Plymouth District Library
223 S. Main Street
Plymouth, MI 48170

Dear Ms. Anderson:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services PM will provide to Plymouth District Library ("Library").

Scope of Services

We will provide temporary financial assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of Shauna Anderson. Based on our previous conversations, the following activities are among those for which **you may request we provide assistance:**

- Maintain general ledger accounting
- Preparation of monthly bank reconciliations
- Prepare monthly financial reporting package for Management and Library Board
- Annual budget development
- Monthly budget monitoring
- Quarterly budget amendments, as necessary
- Annual year-end close of accounting records
- Annual audit preparation and facilitation
- Implementation of GASB standards
- Presentations to Library Board
- Other accounting related tasks and services as requested by the Library

If additional work will be requested by the Plymouth District Library that is not specified above, we will confirm in writing in an addendum to this letter.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, or handling cash in any way.

Fees and Payment Terms

The fee for our services, subject to the terms and conditions of the accompanying Professional Services Agreement, will be based on the actual time that staff expend and will be billed at the following discounted hourly rates:

Accounting Consultant	\$145
Senior Accounting Consultant	\$165
Manager	\$220
Partner	\$350

The majority of our work will be performed by either a Consultant or Senior Consultant. We strive to be as efficient as possible and delegate work to the most cost-effective member of our team.

The rates listed above will increase three percent on July 1, 2023 and annually thereafter should you continue to utilize this service.

Any other projects or consulting services in addition to the ones noted above may be requested by Library management. Fees for those additional services will be negotiated and included in a separate engagement letter.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

For your convenience, payments can be made via domestic wire or ACH to the following account:

Domestic Wire

Bank of America
100 West 33rd Street
New York, NY 10001
Account No. 9890996003
Routing/ABA No. 026009593
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

ACH

Bank of America
1401 Elm Street 2nd Floor
Dallas TX 75202
Account No. 9890996003
Routing/ABA No. 071000039
Account Name: Plante & Moran, PLLC
Account Address: 3000 Town Center
Suite 400
Southfield, MI 48075

Ms. Shauna Anderson
Plymouth District Library

August 31, 2022

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



Brian J. Camiller, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively "Agreement"), which set forth the entire agreement between Plymouth District Library and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

Plymouth District Library

Shauna Anderson

Date

Title

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our temporary finance assistance services dated August 31, 2022 between Plante & Moran, PLLC (referred to herein as “PM”) and Plymouth District Library (referred to herein as “Client”).

1. **Management Responsibilities** – The temporary finance services PM will provide are advisory in nature. While providing these services, PM will have no authority or responsibility for any management decisions or management functions. Further, Client acknowledges that Client is solely responsible for all such management decisions and management functions. Client will also be responsible for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services. Client has designated Shauna Anderson to oversee the services PM will provide.

Client is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement.

PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise.

Client represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Review and Supervision** – Client understands and acknowledges that all PM staff assigned to this project are working solely at Client’s direction and agree that all work performed will be subject to the same supervision, review and approval practices that Client undertakes with its own staff. It is understood that, in accordance with the terms of this Agreement, the work of PM staff assigned to this project will not be reviewed by any other person at PM. Client is solely responsible for supervision, review and approval of the work performed, including review and approval of any journal entries prepared by PM staff prior to posting.
3. **Nature and Limitations of Services** – PM’s project activities will be based on information and records provided by Client. PM will rely on such underlying information and records and PM’s project activities will not include audit or verification of the information and records provided to PM in connection with PM’s project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client’s internal controls. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Client of any such matters that come to PM’s attention.

4. **Project Deliverables** – At the conclusion of PM’s project activities and periodically as the project progresses, PM will review the results of the project work with Client and provide Client with any observations related to PM’s services that PM believes warrant Client’s attention. PM also will provide Client with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Client’s request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client’s purposes.
5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM’s services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM’s obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM’s use of these electronic devices during this engagement.

Because the work performed under this Agreement is subject solely to Client's review and supervision, we do not expect that we will need to retain detailed workpapers supporting our work. Workpapers and documentation created will become part of Client's accounting records. If, however, we conclude to retain copies of such workpapers or documentation, such workpapers retained in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

6. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.
7. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on responsibilities under the scope of services. PM's services frequently depend upon the availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's estimates, the estimated fees will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information or assistance necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work. PM will endeavor to advise Client in the event any circumstances occur which would require PM's work to be rescheduled. However it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

8. **Payment Terms** – PM invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

9. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this Agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.
10. **Conditions of PM Visit to Client Facilities** – Client agrees that some or all of PM's services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM's performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client's facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services, Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.
11. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Client agrees to limit the liability of PM or any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of PM and/or the PM Persons to Client shall not exceed the total fees paid by Client to PM for the services provided in connection with this Agreement. Client and PM agree that these limitations on PM's maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Client's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall PM be liable to Client, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Client agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this Agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Client shall be limited to no more than the total amount of fees paid by Client for the particular phase of services alleged to have given rise to any such liability.
12. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
13. **Termination of Engagement** – This Agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Client will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
14. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
15. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
16. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.

Professional Services Agreement – Temporary Finance Assistance

17. **Defense, Indemnification, and Hold Harmless** – As a condition of PM’s willingness to perform the services provided for in the engagement letter, Client agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
18. **Conflicts of Interest** – PM’s engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
19. **Agreement Not to Influence** – Client and PM each agree that each respective organization and its employees will not endeavor to influence the other’s employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Client agrees that PM employees are not “contract for hire.” PM may release Client from these restrictions if Client agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
20. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this Agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Temporary Finance Assistance Services

According to our recent
client satisfaction survey,

97%

of clients say they

would recommend

Plante Moran.

We look forward to working with you.
Please contact us with any questions.



Brian J. Camiller, CPA
Engagement Partner

248-223-3840
brian.camiller@plantemoran.com



Kari Shea, CPA
Principal

248-223-3287
kari.shea@plantemoran.com



2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912

☎ 517.323.7500

📠 517.323.6346

August 24, 2022

Plymouth District Library
Plymouth, Michigan

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. Aaron M. Stevens, CPA will be responsible for supervising the engagement. It will be his responsibility to make sure that your management receives quality services. He will, as considered necessary, call upon others in the firm for assistance with your engagement.

We propose to continue utilizing BS&A accounting software to account for the activity of the Plymouth District Library. The Library's designated staff member will upload all required supporting documentation to Maner Costerisan's secure portal. Such supporting documentation would include original receipts, bank validated deposit tickets, approved invoices, and payroll reports received from the payroll service. Maner Costerisan will provide the Library's designated staff member with a user ID and password for use of the secure portal.

We will perform the following services:

- a. Post all cash receipts and disbursement transactions.
- b. Upon approval of designated Library staff member, prepare checks for necessary operating expenses on a bi-weekly basis.
- c. On a bi-weekly basis, Maner Costerisan will record payroll transactions based on reports received from the payroll service.
- d. As needed, Maner Costerisan will assist with the preparation and/or correction of payroll or other tax reporting forms.
- e. Reconcile all Plymouth District Library bank accounts on a monthly basis.
- f. Assist designated Library staff member and auditors by preparing schedules and participate in the annual audit, as necessary.
- g. Track, monitor, and compile necessary state and federal financial paperwork according to standard governmental accounting practices and by their corresponding due dates.
- h. Preparation of monthly budget reports for use by management and the Board of Directors.
- i. Assistance with the annual budget preparation and amendments, as necessary.
- j. Attendance at the Board of Directors meetings on a quarterly basis to answer questions regarding the Library's financial statements, if necessary.

You are responsible for:

- a. Coding and approving disbursements based on documented procedures.
- b. Adhering to the procedures document that will be outlined at the onset of the engagement to facilitate communication and efficient workflow.
- c. Devoting time to working with us as needed.
- d. Making candid representations about the Library's plans and expectations.
- e. Prioritizing the sequence of projects needed to pursue, if necessary.
- f. Preventing and detecting fraud.
- g. Identifying and ensuring that the company complies with the laws and regulations applicable to its activities.
- h. Making all financial records and related information available to us and for the accuracy and completeness of that information.

Other available services:

- a. Capital asset records and accounting assistance, including assistance with the preparation of a capital asset management plan.
- b. Internal control policies and procedures assistance.
- c. Laws and regulations compliance assistance.
- d. Investigation of allegations or concerns.

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures, indicating that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred.

We understand Plymouth District Library's activities and requirements continue to evolve and we will work with the Library to ensure all needs are met in a timely fashion.

You are responsible for the safeguarding of assets, for the proper recording of transactions in the books of accounts, for the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the return. You also have final responsibility for the tax return and, therefore, the appropriate company officials should review the return carefully before an authorized officer signs and file it.

If, during our work, we discover information that affects prior-year information, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year information. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to assist in adjusting information and/or returns as a separate engagement.

Should we receive any request for the disclosure of privileged information from any third party, including a subpoena or IRS summons, we will notify you. In the event you direct us not to make the disclosure, you agree to hold us harmless from any expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege.

You retain responsibility for performing management functions and making management decisions, including but not limited to, the adequacy of Plymouth District Library's policies and procedures. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes or a summary of these for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

As indicated above, management is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. A list of information and assistance that management will need to provide will be supplied by us. Your failure to provide this information in a timely manner may impair our ability to provide service and may result in increased fees.

We will invoice you \$3,100 per month. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate. Our invoices for these fees will be rendered as work progresses and are payable on presentation. Past due amounts are subject to a service fee of 1½% per month. In accordance with firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We will rely on Plymouth District Library to monitor the cumulative fees and expenses charged and notify us if and when the cumulative amount approaches the total approved level. Plymouth District Library agrees to provide sufficient appropriation for all services requested prior to the services being performed.

The term of this engagement is a period from January 1, 2023 through December 31, 2023. At the end of six months of service, both the Library and Maner Costerisan will have the option to terminate this contract or renegotiate the fee for continued accounting services. Such condition will be executable with at least 30 days' notice to the other party. Maner Costerisan may perform additional services upon receipt of a formal request from Plymouth District Library with terms and conditions that are acceptable to Plymouth District Library and Maner Costerisan

If reproduction or publication of financial statements prepared by us, or any portion thereof, is intended for distribution, it is our policy that any master of printer's proofs be submitted to us for review prior to publication.

During the term of this engagement(s) and for a period of one year thereafter, neither party shall directly or indirectly, solicit for employment or for engagement as an independent contractor, or encourage leaving their employment or engagement, any employee or independent contractor of the other party. For the avoidance of doubt, general advertisements for employment and responses thereto, shall not be deemed a violation of the paragraph. The parties agree that any breach of this paragraph would damage the other party in an amount difficult to ascertain with certainty, and that in the event that either party breaches this provision resulting in the other party losing the services of an employee or independent contractor for any period of time, the breaching party shall pay to the other party an amount equal to the annual rate of compensation (paid by the non-breaching party for the immediate prior calendar year) of the applicable employee or independent contractor.

We will continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary. However, the performance of each compilation and preparation of each tax return is a separate and severable engagement. Each separate engagement shall be deemed complete and Maner Costerisan will not have a continuing responsibility to perform additional services with respect to that completed engagement when we present to you the final compilation report or tax return that relates to any given year.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

Plymouth District Library and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the appropriate court of the County in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Manes Costeiran PC

Acknowledged by Plymouth District Library:

By:

Date