

May 15, 2023

Pat Hohl, Supervisor Township of Hamburg 10405 Merrill Road P.O. Box 157 Hamburg, MI 48139

Dear Pat:

Thank you for selecting Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to Township of Hamburg ("Hamburg" or the "Client").

Scope of Services

We will examine the compliance with the compliance requirements "activities allowed or unallowed" and "allowable cost/cost principles" (the specified requirements) as described in Part IV "Requirements for an Alternative Compliance Examination Engagement for Recipients That Would Otherwise be Required to Undergo a Single Audit or Program-Specific Audit as a Result of Receiving Coronavirus State and Local Fiscal Recovery Funds" of the CSLFRF section of the 2022 OMB *Compliance Supplement* (referred herein as "Requirements for an Alternative CSLFRF Compliance Examination Engagement") during fiscal year ended June 30, 2023.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and *Government Auditing Standards*. Accordingly, it will include tests of Hamburg's records and other procedures we consider necessary to enable us to express an opinion on compliance with the aforementioned specified requirements during Hamburg's fiscal year ended June 30, 2023.

Martin Olejnik is the engagement partner for the services specified in this letter and is responsible for supervising PM's services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to begin fieldwork for this engagement in September 2023 with final delivery and presentation to the Township Board in November 2023.

Fees and Payment Terms

Our fee for this engagement, subject to the terms and conditions of the accompanying Professional Services Agreement, will range from \$12,000 to \$16,000 to test ARPA.



If you agree 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.

2

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC

Martin J. Olejnik, 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 Township of Hamburg and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

Township of Hamburg

Pat Hohl

Date

<u>Supervisor</u> Title



Professional Services Agreement – Attestation Examination Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter (collectively, "Agreement") for attestation examination services dated May 15, 2023 between Plante & Moran, PLLC (referred to herein as "PM") and Township of Hamburg (referred to herein as "Client"). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

- 1. Objective of Attestation Engagement The objective of PM's attestation examination engagement is the expression of an opinion on whether Client compliance with the aforementioned specified requirements is fairly stated in all material respects. PM offers no guarantee, expressed or implied, that PM's opinion will be unqualified or that PM will be able to form an opinion about Client's compliance with the specified requirements in the event that Client's internal controls or relevant accounting records prove to be unreliable or otherwise not suitable to provide support for PM's examination. If PM's opinion is to be other than unqualified, PM will discuss the reasons with Client management in advance of the issuance of its report. If, for any reason, PM is prevented from completing its attestation engagement or is unable to form an opinion on Client's assertion, PM may terminate the engagement and decline to issue a report.
- 2. Management Responsibilities Client is responsible for the compliance with the specified requirements. Management is responsible for making all management decisions and performing all management functions relating to compliance with the specified requirements. Management is also responsible for the capability and integrity of Client personnel responsible for Client's underlying accounting and other financial records.

Client personnel will provide us, in a timely and orderly manner, with assistance and information PM requests during the course of PM's examination procedures, including retrieval of records and supporting documentation. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and verbal requests as necessary during the course of PM's examination. In addition, Client will provide us with all information in its possession that has a significant impact on Client's assertion and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within the company from whom PM determines it necessary to obtain examination evidence. In the event that information requested is not to be available in a timely manner, PM may reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its examination report.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, 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.

Management is responsible for the design, implementation, and maintenance of internal controls relevant to the assertion, including controls established for the purpose of preventing or detecting errors in reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to Client's assertions in order to design examination procedures that are appropriate in the circumstances. PM's examination will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. However, PM will communicate internal control deficiencies relevant to the assertion or subject matter examined that come to PM's attention during the engagement.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM's independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. Examination Procedures and Limitations – PM's examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and *Government Auditing*



Standards issued by the Comptroller General of the United States, and will include examination, on a test basis, of evidence supporting the assertion. An examination in accordance with AICPA standards involves judgment about the nature and extent of procedures to perform and the overall approach to testing. As a result, PM's examination can only be designed to provide reasonable rather than absolute assurance about the assertion. Client acknowledges and agrees that the nature and extent of the examination services PM will provide, as outlined in this Agreement, are sufficient for Client's purposes.

In addition, an examination in accordance with the above referenced standards is not designed to detect errors, fraud, or noncompliance with laws or regulations that are immaterial. Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material fraud or noncompliance may not be detected always exists, even in an examination properly planned and performed in accordance with the standards noted above. Client acknowledges that PM's examination cannot guarantee that all instances of error, fraud, or noncompliance will be identified and there is little likelihood of detecting fraud in any area outside the limited scope of the examination. However, PM will inform the appropriate level of management of any evidence or information that comes to PM's attention during the performance of the engagement that indicates fraud or noncompliance with laws and regulations may have occurred

4. Examination Records – Client agrees that it is responsible for providing al information needed to perform the examination and that such information requested by PM will be complete and accurate. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on Client providing PM with all information on the date PM's work commences. In the event that such information is not complete or accurate, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its examination report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the examination or issuance of its examination report. Because rescheduling examination work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

- 5. Internal Controls Client is responsible for the design, implementation, and maintenance of internal controls relevant to the subject matter of the examination and for fair presentation of the subject matter that is free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in the subject matter, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to the subject matter of the examination in order to design examination procedures that are appropriate in the circumstances. PM's examination will not be designed to provide assurance on the design or operating effectiveness of Client's internal controls over the subject matter or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the subject matter of the subject matter of the examination.
- 6. Government Auditing Standards Under Government Auditing Standards, PM will make some assessments of Client's compliance with laws, regulations, and contract provisions. While those assessments will not be sufficient to identify all noncompliance with applicable laws, regulations, and contract provisions, PM will communicate all noncompliance conditions that come to PM's attention.

In accordance with Government Auditing Standards, a copy of PM's most recent peer review report is included as an attachment to this Agreement.

Under *Government Auditing Standards* PM is obligated to communicate instances of fraud, noncompliance or abuse that is material to the financial statements to those responsible for governance of Client. In certain situations, Government Auditing Standards require disclosure of instances of known or likely fraud, noncompliance, or abuse directly to applicable governmental agencies. If such acts are detected during PM's audit, PM will make required disclosures regarding these acts to applicable government agencies.

Management is responsible for corrective action on audit findings, including preparation of a schedule of prior audit findings and corrective action plans, if necessary.

7. Management Representations – During the course of PM's examination, PM will request information and explanations from Client management regarding matters specific to the assertion. PM will also require that management make certain representations to us in writing as a precondition to issuance of PM's report.



PM's procedures will be significantly affected by the information and explanations PM receives from management and, accordingly, false representations could cause material misstatements or material noncompliance to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to a PM staff member to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its procedures will be considered a material breach of this Agreement. In addition, as a condition of its examination engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client assertion resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its examination in accordance with attestation standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

8. Use of Report – PM's examination report must be associated only with the subject matter or assertion that was the subject of PM's examination engagement. Client agrees not to reproduce or associate PM's examination report with any other information that is not the subject of this engagement.

If PM's examination report is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review and approval prior to such publication.

9. Confidentiality, Ownership, and Retention of Workpapers – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, 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 method. 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.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created 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. Further, in compliance with *Government Auditing Standards*, PM's working papers will be made available to applicable regulators at PM's office during normal business hours during our examination and for a period of three years after the issuance of the report. 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 it 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.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.



- **10. Consent to Disclosures to Service Providers** In some circumstances, PM may use third-party service providers in connection 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 PM's services. 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 provider 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 foregoing consent shall be continuing until the services provided for this Agreement are completed.
- 11. 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 information provided by Client regarding the nature and condition of its accounting, financial and customer records, the nature and character of transactions reflected in those records, the design and operating effectiveness of its internal controls. and the planned assistance to be received as described under "Management's Responsibilities" above. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from those estimates, or if requested information is not provided in an accurate and timely manner, PM's estimated fees will be adjusted for the additional time PM incurs as a result.

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be in accordance with the Fee Adjustments provision of this Agreement.

- 12. 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, expressed or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's services or issuance of PM's report upon resumption of PM's work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 13. Fee Adjustments Any fee adjustments for reasons described 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.
- 14. 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 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.
- 15. Release for Biological Agent Liability Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of other infectious diseases or the



transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other inperson interaction with Client personnel.

- **16.** Exclusion of Certain Damages In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 17. 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.
- 18. Subsequent Discovery of Facts After the date of PM's examination report, PM has no obligation to make any further or continuing inquiry or perform any other examination procedures with respect to the matters covered by PM's examination report, unless new information which may affect the examination report comes to PM's attention. If PM becomes aware of information that relates to Client's assertion but was not known to us at the date of PM's examination report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of PM's examination, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's examination report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the examination report that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expends at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledge and agree that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
- 19. Termination of Engagement This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
- 20. 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.
- **21.** 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.
- 22. Force Majeure Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance 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.
- **23.** Electronic Signatures The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
- 24. 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 – Attestation Services





8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809 225-922-4600 Phone – 225-922-4611 Fax – pncpa.com

A Professional Accounting Corporation

Report on the Firm's System of Quality Control

December 16, 2022

To the Partners of Plante & Moran, PLLC and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; an audit performed under FDICIA; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Plante & Moran, PLLC applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Plante & Moran, PLLC has received a peer review rating of *pass*.

Postlethwaite ; Netterville

Postlethwaite & Netterville, APAC Baton Rouge, Louisiana