## CITY OF ANN ARBOR RENEWAL NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND RIVENOAK LAW GROUP, P.C. FOR LEGAL SERVICES (FY24 OSI Matters)

This is Renewal No. 1 ("Renewal") to the agreement between the City of Ann Arbor and Rivenoak Law Group, P.C., ("Firm"), for the provision of professional legal services related to Sustainability and Energy matters, which was dated July 1, 2022 ("Agreement"). City and Contractor are referred to collectively herein as "the Parties."

#### Recitals:

Whereas, under the terms of the Agreement, the Agreement could be renewed upon proper notice and the mutual agreement of the parties for a period of 1 year(s), and

Whereas, notice having been given and acknowledged and the parties having agreed to extend the Agreement for a period of 1 year(s) commencing July 1, 2023 and terminating June 30, 2024.

#### Terms:

- 1. The Parties agree to renew the Agreement for a period of 1 year(s) commencing July 1, 2023, and terminating June 30, 2024.
- 2. The Parties agree that the Firm shall be paid as specified in Exhibit B-1 attached hereto.
- 3. The Parties agree that signatures related to this Renewal and the Agreement may be delivered electronically in lieu of original signatures and agree to treat electronic signatures as original signatures that bind them. The Parties agree that this Renewal and signatures related to the Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.
- 4. All terms, conditions, and provisions of the Agreement, unless specifically amended above, are to apply to this Renewal and are made a part of this Renewal as though expressly rewritten, incorporated, and included herein.

This Renewal shall be binding on the Parties' heirs, successors, and assigns.

### [SIGNATURE PAGE FOLLOWS]

## FOR RIVENOAK LAW GROUP, P.C.

Valure M. Brades

Valerie Brader, Shareholder

Date: \_\_06/25/2023\_\_\_\_\_

By\_

## FOR THE CITY OF ANN ARBOR

-DocuSigned by:

Date: \_\_\_\_\_

# Approved as to form and content

DocuSigned by: Atleen kaur

7/10/2023

Atleen Kaur, City Attorney

# EXHIBIT B-1

#### (FY24) Schedule of Fees and Costs

### General

Unless otherwise agreed to in writing by the City Administrator (and only to the extent authorized by Council), the Firm shall be paid a total amount not to exceed \$110,000.00/City Fiscal Year (July 1 to June 30) for those services performed pursuant to this Agreement, inclusive of all fees and reimbursable expenses, in accordance with the terms and conditions herein and with Exhibit A in particular. The Fee Schedule below states the rates and reimbursable expenses the Firm may charge the City for the services.

### **Fee Schedule**

\$9,100 flat rate per month for up to 22.75 hours. If less than 15 hours per month are used, an hourly rate of \$425/hr. shall be applied. If more than 25 hrs./month are utilized, the City shall choose between pre-using hours from another month or paying the \$425/hr rate for all hours in excess of 22.75.

### **Reimbursable Expenses**

Normal and customary expenses necessary to perform the services are eligible for reimbursement. Charges for computerized legal research are not a normal and customary expense and are not eligible for reimbursement, unless approved in advance.