

**CITY OF ANN ARBOR
AMENDMENT NUMBER 1 TO THE
PROFESSIONAL SERVICES
AGREEMENT BETWEEN
MANAGEMENT ADVISORY GROUP LLC
AND THE CITY OF ANN ARBOR FOR
INTERIM HUMAN RESOURCES AND LABOR RELATIONS DIRECTOR**

This Amendment Number 1 (“Amendment”) is to the Professional Services Agreement between the City of Ann Arbor, (“City”) and MANAGEMENT ADVISORY GROUP LLC, (“Contractor”) for Interim Human Resources and Labor Relations Director, dated September 1, 2023 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

1. The following replaces Section 2 “Duration” in its entirety:
 - A. The obligations of this Agreement shall apply beginning on September 05, 2023 and this Agreement shall remain in effect until Contractor has reached the maximum fee payment of \$150,000, as outlined in Exhibit B, unless terminated earlier as provided for in this Agreement.

2. The following replaces Section 5 “Compensation of Contractor” in its entirety:
 - A. The total amount of compensation paid to Contractor under this Agreement shall not exceed \$150,000.00, which shall be paid upon invoice by Contractor to the City for services rendered according to the schedule in Exhibit B. Compensation of Contractor includes all reimbursable expenses unless a schedule of reimbursable expenses is included in an attached Exhibit B. Expenses outside those identified in the attached schedule must be approved in advance by the Contract Administrator.

3. The attached Exhibit B supersedes and replaces the previous Exhibit B.

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein. Contractor’s Proposal, which has been incorporated by reference into the Agreement and which references a fee not to exceed \$75,000, is superseded by this Amendment.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures 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.

This Amendment to the Agreement shall be binding on the Parties’ heirs, successors, and assigns.

[SIGNATURE PAGE FOLLOWS]

MANAGEMENT ADVISORY GROUP LLC

CITY OF ANN ARBOR

By: _____

By: _____

Name: David A. Collinsworth

Name: Milton Dohoney Jr.

Title: Managing Partner

Title: City Administrator

Date: _____

Date: _____

Approved as to form:

By: _____

Name: Atleen Kaur

Title: City Attorney

Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor _____

Date: _____

By: _____

Name: _____

Title: City Clerk _____

Date: _____

**EXHIBIT B
FEES**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below states the nature and amount of compensation the Contractor may charge the City, as reflected in the attached Proposal.

Interim Human Resources and Labor Relations Director:

Marc Thompson shall work up to 40 hours per week at a rate of \$135.00/hour and a total cost not to exceed amount for all services of \$150,000,000. Billing will be made twice monthly, the first being after the close of the first half of the month and the second immediately following the second half of the month with payment due within 15 days of receipt.