

**AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE CITY OF ANN ARBOR
AND
RIVENOAK LAW GROUP, P.C.
FOR LEGAL SERVICES**

This Amendment Number 1 ("Amendment") is to the agreement between the City of Ann Arbor, ("City") and Rivenoak Law Group, P.C., ("Contractor") for professional services, which is dated July 1, 2021 ("Agreement"). City and Contractor agree to amend the Agreement as follows:

A. Exhibit A, Scope of Services, is amended to add the following paragraphs:

DTE Rate Case

The Contractor shall, in conjunction with the Michigan Municipal Association for Utility Issues (MI-MAUI), represent the City of Ann Arbor and MI-MAUI in the DTE rate case expected to be filed before the Michigan Public Service Commission in the fourth quarter of 2021. Such representation shall advance the City's position on streetlighting issues and issues that benefit residential customers, notably issues surrounding reliability. The City acknowledges that MI-MAUI will also fund some costs of the representation and is doing so in part from grant funds awarded to MI-MAUI by the Utility Consumer Protection Board.

Ann Arbor Solar Project

The Contractor shall provide legal counsel related to the landfill solar project, including but not limited to negotiations of the special contract with DTE and drafting of all ancillary agreements, and representing the City in any process necessary to secure regulatory approvals of the project.

B. Exhibit B, Schedule of Fees and Costs, is amended and restated to read as follows:

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 \$85,000/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

\$5,300 flat rate per month for up to 20 hours, exclusive of any work on the DTE Rate Case. If less than 10 hours per month are used, an hourly rate of \$375/hr. shall be applied. If more than 20 hrs./month are utilized, the City shall choose between pre-using hours from another month or paying the \$375/hr. rate for all hours in excess of 20 hours.

For representation in the DTE Rate Case, the City shall pay a flat fee of \$5,000.

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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.

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]

Amendment 1
Rev. 2021

RIVENOAK LAW GROUP, P.C.

CITY OF ANN ARBOR, a Michigan
municipal corporation

By: _____
Valerie Brader,
Title: Shareholder

By: _____
, City Administrator

By: _____
Stephen Postema, City Attorney

By: _____
Christopher Taylor, Mayor