

**FIRST AMENDMENT TO OWNER’S REPRESENTATIVE AGREEMENT**

This First Amendment to Owner’s Representative Agreement (“First Amendment”) is made and entered into on May 18, 2020 (“Effective Date”) by and between LIVONIA PUBLIC SCHOOLS, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (“School District”) and PLANTE & MORAN CRESA, L.L.C., a Michigan limited liability company, whose address is 27400 Northwestern Highway, Southfield, Michigan 48034 (Owner’s Representative).

**RECITALS**

WHEREAS, School District and Owner’s Representative executed an OWNER’S REPRESENTATIVE AGREEMENT (the “Agreement”) on July 1, 2015 relative to Projects undertaken through its Sinking Fund (“Sinking Fund” or “Project”) for services more fully described therein;

AND WHEREAS, School District and Owner’s Representative desire to modify and amend the Agreement to extend the Term and adjust the Compensation.

NOW, THEREFORE, in consideration of the mutual promises herein contained the School District and the Owner’s Representative hereto agree as follows:

- 1 Paragraph 1. (Term) of the agreement is extended for thirty-six (36) months and shall continue through December 31, 2023, unless extended or terminated earlier, in accordance with the provisions of the Agreement.
- 2 Paragraph 3. (Compensation/Invoices) The School District shall pay the Owner’s Representative an additional lump-sum fixed fee of Five Hundred Forty Thousand Dollars (\$540,000.00) based on an additional Eighteen Million Dollars (\$18,000,000.00) worth of anticipated Sinking Fund Projects plus reimbursables Expenses. Owner’s Representative will invoice the School District in thirty-six (36) equal monthly installments of \$15,000.00 each plus actual reimbursable expenses, if any, beginning in January of 2021. Reimbursable expenses shall be at actual cost, without any markup, and shall not exceed \$500.00 per month.
- 3 Except as set forth in this Amendment, the Agreement in unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

**Plante & Moran CRESA, LLC**

**Livonia Public Schools:**

\_\_\_\_\_  
By: Paul Theriault

\_\_\_\_\_  
By: Alison Smith

Its: Partner

Its: Director of Finance

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

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