

**AMENDMENT NO. 1
TO
CITY OF DETROIT BUILDING AUTHORITY
PROFESSIONAL SERVICES AGREEMENT
WITH
KC CONSULTING, LLC**

THIS AMENDMENT AGREEMENT NO. 1 (hereinafter called the "Amendment"), dated as of this 28th day of February, 2019 by and between the **City of Detroit Building Authority**, a public authority and body corporate, organized and existing pursuant to Act 31 of the Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (hereinafter called the "Authority") and **KC Consulting, LLC**, a Michigan limited liability company, located at 2727 Second Avenue, Suite 143, Detroit, Michigan 48201 (hereinafter called the "Professional Contractor"), pertains to that certain Professional Services Agreement between the Professional Contractor and the Authority (hereinafter called the "Contract").

WITNESETH:

WHEREAS, the Professional Contractor and the Authority did heretofore enter into the Contract to provide accounting related activities for the period beginning July 1, 2018 ending June 30, 2019 (the "Project"); and

WHEREAS, Article VIII provides that any changes, modifications or extensions of any term, condition or covenant thereof or any required changes in the scope of services to be performed by the Professional Contractor which are mutually agreed upon by and between the Authority and the Professional Contractor shall be incorporated by written amendment to the Contract; and

WHEREAS, the Authority and the Professional Contractor now desire to amend the Contract to provide for the additional services to be performed by the Professional Contractor specified in Exhibit A-1 attached to this Amendment and by this reference made a part hereof, and

WHEREAS, funds are available to pay for the additional costs described in this Amendment.

NOW THEREFORE, in consideration of the premises, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

1. That the scope of services set forth in Exhibit A to the Contract be hereby amended to provide for the expansion of the original scope of services as described in Exhibit A-1 hereto.
2. That Section 4.01 of the Contract be hereby amended to reflect an increase not to exceed Fifteen Thousand Four Hundred and 00/100 (\$15,400.00) Dollars in the compensation payable to the Professional Contractor for the costs associated with additional services to be performed as described in Exhibit A-1 hereto, thereby increasing the total compensation payable to the Professional Contractor to an amount not to exceed One Hundred Twenty Seven Thousand Nine Hundred and 00/100 (\$127,930.00) Dollars for up to 1163 hours at an hourly rate of One Hundred Ten and 00/100 (\$110.00).

3. Professional Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Professional Contractor's performance of the Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

4. Professional Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

5. Professional Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing the Agreement or in connection with performing under the terms of the Agreement. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.


6. That all other terms, conditions and covenants of the Contract shall remain in full force and effect as set forth therein.

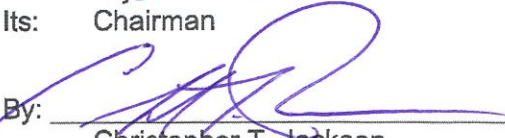
7. That in the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall control.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by and through their respective duly authorized officers and representatives, the day and year first above written.

CITY OF DETROIT BUILDING AUTHORITY, a Michigan public authority and body corporate

By: 
Bryan Barnhill II
Its: Chairman

By: 
Christopher T. Jackson
Its: Treasurer

KC CONSULTING, LLC, a Michigan limited liability company

By: 
E. Kennedy Brandon
Its: President/CEO

APPROVED AS TO FORM:

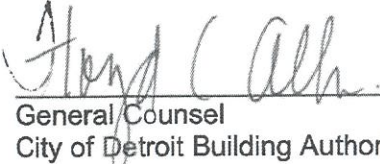

General Counsel
City of Detroit Building Authority

EXHIBIT A-1
Additional Professional Services

The scope of work shall be expanded to include additional accounting services associated with continued implementation of the new accounting system at the Authority which started in December 2017. Implementation of the new accounting system will improve the efficiency, functionality, flexibility and overall performance of the accounting operations at the Authority.

Additional work hours by the Professional Contractor will be required to complete the implementation within the program schedule outlined.

Professional Contractor's time to work on the implementation project will be tracked and monitored separately from the services being performed under the Contract.