FIRST AMENDMENT
Agreement for Services

This First Amendment to Grant Agreement (the "First Amendment") is made and entered into between the Ohio Department of Development (the "Sponsor") and MS Consultants, Inc. (the "Contractor"). The Control Number GOAP24-ACGP-14A.

Background Information

A. The Sponsor and Contractor entered into an Agreement for Services effective July 10, 2023 (the "Original Agreement") with Control Number GOAP24-ACGP-14. The Original Agreement together with the First Amendment shall be collectively referred to as the "Agreement".

B. The Sponsor and Contractor desire to add additional funds to the Agreement, as provided herein.

Provisions

In consideration of mutual covenants contained herein, the Sponsor and Contractor agree that the Original Agreement is hereby amended as follows:

1. Section 4 is deleted and replaced with the following:

   4. Compensation. In consideration of the promises of Contractor herein, Sponsor agrees to pay Contractor on a reimbursement basis upon Sponsor's receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed $1,524,488.00 and are governed by the rates listed in Exhibit I. Unless otherwise stated in Exhibit I and in accordance with Ohio Revised Code Section 126.30, payments under this Agreement are due from Sponsor to Contractor on the 30th day after the date of receipt of a proper invoice by Sponsor. The date payment is issued by Sponsor is the date payment is made. Payment of an invoice by Sponsor does not prejudice Sponsor's right to object to or question any invoice, matter, or relation thereto.

2. Exhibit I is deleted and replaced with Exhibit I-Revised, as attached.

3. Except as modified herein, the Agreement shall continue in full force and effect according with its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year set forth below.

CONTRACTOR:

MS Consultants, Inc.

By: _____

Name: Anthony Urankar

Title: VP, NEO Regional Director

Date: September 15, 2023

SPONSOR:

State of Ohio
Ohio Department of Development
Lydia L. Mihalik, Director

By: _____

Name: _____

Title: _____

Date: _____

Exhibit I-Revised

The Scope of Work containing the activities to be completed by the Contractor for this Agreement shall incorporate by reference all documents listed below. If there are conflicting provisions among these documents, the order of precedence for the documents is as follows:

1. The Contractor's proposal, as amended, clarified, and accepted by the State; and
2. The documents and materials incorporated by reference in the Contractor's proposal.

Scope of Work

Contractor will work with Ohio's 32 Appalachia counties on the Appalachian Community Grant Program (ACGP). Contractor will consult, plan, collaborate and coordinate projects with potential eligible lead applicants, Ohio's four local development districts, state agency partners, educational institutions and the Governor's Office of Appalachia.

Contractor will support project development, coordinate with potential partners, and assist with application submissions and project management for ACGP. Support includes ensuring applications will be American Rescue Plan Act (ARPA) and Ohio House Bill 377 eligible and approved projects will be completed by October 31, 2026.

Program and application development and ancillary costs	not to exceed $1,524,488.00
Total	not to exceed $1,524,488.00

Budget

$1,524,488.00

Contractor must adhere to the following rates for each service:

Admin (Grant Writing, Community Engagement) – Not to exceed $80 per hour
Planners (certified) – Not to exceed $130 per hour
Architects (registered) – Not to exceed $140 per hour
Engineers (registered) – Not to exceed $160 per hour
Principal in Company – Not to exceed $180 an hour

If no wage rate is established, rates must be reasonable and will be reviewed by Sponsor during the reimbursement process.

Dates of Service

07/10/23 – 06/30/24