

**AMENDMENT NUMBER 2 TO
AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND
ROSATI, SCHULTZ, JOPPICH & AMTSBUECHLER, P.C.
FOR LEGAL SERVICES**

This Amendment Number 2 (“Amendment”) is to the agreement between the City of Ann Arbor, (“City”) and Rosati, Schultz, Joppich, & Amtsbuechler, P.C, (“Contractor”) for Legal Services, which is dated June 1, 2019, as amended by Amendment Number 1 (collectively referred to as the “Agreement”). City and Contractor agree to amend the Agreement as follows:

- 1) Exhibit A, Scope of Services, is amended to add the following services under **General**:

“To cover costs of services that exceed the NTE Amount listed in Amendment Number 1, Exhibit B, Schedule of Fees and Costs (\$25,000.00), Firm shall also:

1. Conduct trial prep with city appraiser, John Widmer, for court testimony as an expert witness to testify on values established for the MTT hearing.
2. Conduct trial prep with assessing department for the MTT hearing.
3. Conduct trial prep with other expert witnesses scheduled to be called by the City of Ann Arbor related to the MTT hearing.
4. Seven days of trial with the Michigan Tax Tribunal.
5. Correspond with Kristen Larcom.”

- 2) Exhibit B, Schedule of Fees and Costs, is deleted and replaced with the following Exhibit B, Schedule of Fees and Costs:

“General

The Firm shall be paid a total amount not to exceed \$40,000.00 (“NTE Amount”) 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

\$200.00 per hour

Reimbursable Expenses

Normal and customary expenses necessary to perform the services are eligible for reimbursement, Charges for computerized legal research are not a normal and customary expense and are not eligible for reimbursement.”

- 3) 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.

- 4) 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.

For Contractor

By _____

Its: _____

Date: _____

For City of Ann Arbor

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

This ___ day of _____, 20____

Approved as to substance

By _____
Howard S. Lazarus, City Administrator

Tom Crawford, CFO

Approved as to form and content

Stephen K. Postema, City Attorney