

**AMENDMENT NUMBER 2 TO  
AGREEMENT BETWEEN THE CITY OF ANN ARBOR  
AND  
ROSATI SCHULTZ JOPPICH & AMTSBUECHLER, P.C.  
FOR LEGAL SERVICES  
(Platt Convenience, Inc. v City of Ann Arbor)**

This Amendment Number 2 (“Amendment”) is to the agreement for legal services between the City of Ann Arbor, (“City”) and Rosati Schultz Joppich & Amtsbuechler, P.C., (“Firm”) dated December 20, 2021 (“Agreement”) as amended by Amendment Number 1 dated July 18, 2022. City and Contractor agree to amend the Agreement as follows:

- 1) Exhibit B, Schedule of Fees and Costs, is amended to reflect a second increase of \$200,000.00 in the not to exceed amount of authorized compensation which may be paid to the Firm (for a total not to exceed amount of \$810,000) and is replaced with the attached Second Amended Exhibit B, Schedule of Fees and Costs.

**General**

The Firm shall be paid a total amount not to exceed \$810,000.00 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.

Unless specifically amended above, all terms, conditions and provisions of the Agreement remain valid and in effect and apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Firm 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]**

Rosati Schultz Joppich & Amtsbuechler, P.C.

CITY OF ANN ARBOR, a Michigan  
municipal corporation

By \_\_\_\_\_  
Steven P. Joppich, Vice-President  
Rosati Schultz Joppich & Amtsbuechler, P.C.

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

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

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

Approved as to substance

\_\_\_\_\_  
Milton Dohoney Jr., City Administrator

Approved as to form

\_\_\_\_\_  
Atleen Kaur, City Attorney

**SECOND AMENDED  
EXHIBIT B**  
Schedule of Fees and Costs  
to  
AMENDMENT NUMBER 2 TO  
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FOR LEGAL SERVICES  
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**General**

The Firm shall be paid a total amount not to exceed \$810,000.00 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**

\$300.00 per hour for shareholders and senior attorneys  
\$225.00 per hour for associate attorneys  
\$175.00 per hour for document review, paralegal, and other tasks

**Reimbursable Expenses**

Normal and customary expenses necessary to perform the services are eligible for reimbursement which includes charges for out-of-subscription searches and materials. Charges for monthly subscription computerized legal research are not a normal and customary expense and are not eligible for reimbursement.