

AMENDMENT NUMBER TWO TO  
AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
DYKEMA GOSSETT PLLC AND  
THE CITY OF ANN ARBOR

Effective June \_\_, 2017, the City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Dykema Gossett PLLC, a Michigan Professional limited liability corporation, with offices at 39577 Woodward Avenue, Suite 300, Bloomfield Hills, Michigan 48304 ("Firm") agree to amend the legal services agreement entered into by the parties on February 8, 2017, and amended by Amendment No 1, dated March 22, 2017 as follows:

Exhibit B, Schedule of Fees and Costs, is amended and replaced effective June \_\_, 2017, by Exhibit B-2, which is attached hereto and made a part of this Amendment. All Services to continue uninterrupted from the date of service.

All terms, conditions, and provisions of the original agreement between the parties entered into February 8, 2017, unless specifically amended above, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

**For Firm**

By \_\_\_\_\_

Its:

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

**For City of Ann Arbor**

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

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

**Approved as to substance**

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

\_\_\_\_\_  
Tom Crawford, CFO and Finance and  
Administrative Services Area Administrator

## **EXHIBIT B-2**

### **Schedule of Fees and Costs**

#### **General**

The Firm shall be paid for those services performed pursuant to this Agreement inclusive of all reimbursable expenses, in accordance with the terms and conditions herein and with Exhibit A in particular. The Fee Schedule below states the total fee the Firm may charge the City for performance of the assignment.

The parties acknowledge that Services are being provided on a fixed not to exceed amount, including allowable expenses, based on preparation of an initial Information Document Request (IDR) and standard follow-up with the IRS. The Firm is required to track its billable costs and advise the City Attorney when billable time exceeds \$30,000 if it anticipates that additional hours will be required to fulfill the Services in Exhibit A and the basis for such additional hours. It is understood and acknowledged by the Firm that fees in excess of \$25,000 must be approved by City Council and should not be incurred unless and until such authorization is received.

#### **Fee Schedule**

\$300 per hour

Total Contract Not to Exceed \$35,000

#### **Reimbursable Expenses**

Normal and customary expenses necessary to perform the services are included in the not to exceed fee amount.