

SECOND AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF ANN ARBOR
AND VARNUM LLP FOR LEGAL SERVICES

Effective _____, 2019, the City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Varnum LLP, formerly Varnum, Riddering, Schmidt & Howlett, LLP, a Michigan limited liability partnership, with offices at 333 Bridge Street NW, Grand Rapids, MI 49504 ("Firm") agree to amend the professional services agreement for professional legal services relative to intervention by the City in DTE Electric Company rate case No. U-18091 before the Michigan Public Service Commission ("MPSC") executed January 11, 2017, and amended on November 19, 2018, as follows:

- 1) Paragraph A of Section 4, Compensation of the Firm, is amended to read as follows:
 - A. The Firm shall be paid as described in Second Amended Exhibit
 - B. Payment shall be made following receipt of monthly invoices submitted by the Firm. The invoices shall include a detailed report of the Firm's activities for the month.

All terms, conditions, and provisions of the original Agreement between the parties executed January 11, 2017, and as amended on November 19, 2018, unless specifically amended above, are to apply to this first amendment and are made a part of this first amendment as though expressly rewritten, incorporated, and included herein.

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

Dated this _____, 2019.

For Contractor

For City of Ann Arbor

By _____
Tim Lundgren, Partner

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Craig A. Hupy, PE, Public Services Area
Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

SECOND AMENDED EXHIBIT B

Schedule of Fees and Costs

Effective July 1, 2019, this Second Amended Exhibit B replaces the original Exhibit B, as amended by First Amended Exhibit B.

General

The Firm shall be paid for those services performed pursuant to this Agreement, as amended, inclusive of all reimbursable expenses, in accordance with the terms and conditions herein and with Exhibit A and First Amended Exhibit A in particular. The total amount for the Services shall not exceed \$65,525.00.

The Firm will contract with Peter Richardson to serve as expert witness on behalf of the City, for an amount not to exceed \$3,775.00. The City will pay Peter Richardson upon receipt of his invoices from the Firm.

Fee Schedule

Hourly rate for attorneys based on average hourly rate	\$350.00 per hour
Hourly rate for Peter Richardson	\$250.00

Reimbursable Expenses

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