

AMENDMENT NUMBER ONE TO AGREEMENT FOR  
ANN ARBOR POLICE SUPPORT SERVICES TO  
THE ANN ARBOR TRANSPORTATION AUTHORITY

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron Street, Ann Arbor, Michigan 48107-8647 ("City") and the Ann Arbor Transportation Authority (AATA), having its offices at 2700 South Industrial Highway, Ann Arbor, Michigan 48\_\_\_ agree to amend the agreement for Police Support Services executed by the parties dated November 1, 2009 as follows:

1) Article 3, Compensation, is amended to read as follows:

3. Compensation

- (a) AATA will pay the City for police support services the sum of \$65,000 for the period of November 1, 2009 through October 31, 2010. The AATA will pay the City the sum of \$70,000 for the period of November 1, 2010 through October 31, 2011. Effective November 1, 2011 and for each and every term year thereafter that this Agreement remains in full force and effect pursuant to Article 4 of the Agreement, the sum payable for police support services for the prior term year shall be increased by the sum of \$5,000 (for illustration: 2011-12/\$75,000; 2012-13/\$80,000; 2013-14/\$85,000 as so forth) unless modified in accordance with the provisions of 3(c) below.
- (b) Payments to be made in equal quarterly installments (1/4 of annual total). Payments to be made on the 1<sup>st</sup> day of January, April, July, and October of each calendar year during the term of the Agreement.
- (c) During the term of this Agreement, if the City believes that a modification to the compensation provision 3(a) above is necessary to its ability to perform its obligations under the Agreement, the City shall provide written notice to AATA of a request to renegotiate and modify the compensation provision. The Parties agree to renegotiate the provisions in good faith in a manner that attempts to preserve as much as possible of the purposes and economic arrangements specified in this Agreement. The Parties agree that for the purposes of such renegotiations the City Administrator and the Chief Executive Officer shall be authorized to act on behalf of their respective parties and execute any mutually agreed upon modification; which when executed by the authorized official for the respective parties shall be incorporated into and made a part of this Agreement.

All terms, conditions, and provisions of the original agreement between the parties dated November 1, 2009, 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.

Dated this \_\_\_\_\_, 2011.

**For Ann Arbor Transportation Authority**

By Michael G. Ford  
Michael G. Ford  
Its: Chief Executive Officer

**For City of Ann Arbor**

By \_\_\_\_\_  
John Heiftje, Mayor

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

**Approved as to form and content**

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

**Approved as to substance**

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Steven D. Powers, City Administrator

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Chief Barnett Jones, AAPD  
Safety Services Area Administrator