

AMENDMENT NUMBER 1 TO
AGREEMENT FOR LEGAL SERVICES
BETWEEN
FUNKHOUSER AND NASSIF, P.L.L.C.
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Funkhouser and Nassif, P.L.L.C. d/b/a Model Cities Legal Services, having its offices at 202 E. Huron St., Suite 200, Ann Arbor, Michigan 48104 ("MCLS") agree to amend the professional legal services agreement for the provision of legal representation as Court-Appointed counsel to 15th District Court indigent defendants executed by the parties dated July 11, 2012 as follows:

- 1) Article 4, Compensation of MCLS, is amended to read as follows:

- 4) COMPENSATION OF MCLS

- a) MCLS shall be paid on the basis of time spent for each representation when so appointed by the Court, pursuant to the schedule and per case maximums shown in Exhibit B.

- b) Payment shall be made monthly following receipt of invoices submitted by MCLS, and approved by the Contract Administrator.

- c) The Court's Chief Judge may authorize payments that exceed the per case maximums shown in Exhibit B, on a case-by-case basis, on a written request from MCLS documenting the reasons for the exceptions.

- d) The amount paid MCLS under this contract shall not exceed Three Hundred Eighty-Three Thousand and no/100 dollars (\$383,000.00). It is understood and agreed by the parties that the total compensation amount payable for the contract term includes the approved adjustment amount for legal representation court appointments for the period 2006 to present and MCLS shall make no further claim or be entitled to any additional funds beyond the NTE total compensation amount for any representation services which have been or should have been carried-over, closed and/or invoiced prior to or during the contract term.

- e) MCLS shall keep complete records of time spent on Court appointments so that the City may verify invoices submitted by MCLS. Such records shall be made available to the City upon request and submitted in summary form with each invoice, on a form approved by the Michigan State Court Administrative Office.

2) Exhibit A, Scope of Services, is amended to read as follows

Provide full and complete representation, upon receipt of an appointment from a 15th Judicial District Court judge or magistrate, of indigent defendants charged with misdemeanors with potential sanctions upon conviction which may include incarceration.

MCLS shall appear at all hearings with the client and, throughout the case, zealously represent the client in a manner consistent with the standards established by the Michigan Rules of Professional Conduct.

All terms, conditions, and provisions of the original agreement between the parties executed July 11, 2012, 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 June __, 2013.

For Model Cities Legal Services, Inc.

By _____

Approved as to form and content

Stephen K. Postema, City Attorney

For City of Ann Arbor

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Keith Zeisloft, Administrator
15th Judicial District Court