

**Amendment Number One to Agreement Between  
The City of Ann Arbor on behalf of the 15<sup>th</sup> Judicial District Court  
and  
Reiser and Frushour, PLLC**

The City of Ann Arbor ("City"), a municipal corporation, on behalf of the 15<sup>th</sup> Judicial District Court ("Court"), with offices located at 301 E. Huron Street, Ann Arbor, MI 48104 and Reiser and Frushour, PLLC. ("Contractor"), having its offices at 122 South Main Street, Suite 260, Ann Arbor, MI 48104, agree to amend the agreement to provide professional legal assigned by agreement of the parties dated September 12, 2013 as follows:

- 1) Article 1 –Services, is amended to read as follows:

**ARTICLE 1 –SERVICES**

- a) Reiser and Frushour, PLLC agrees to provide professional legal services to represent indigent persons when appointed by the Court for this purpose in connection with the Project as described in Exhibit A.
- b) The City retains the right to make changes to the quantities of service within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement. Reiser and Frushour, PLLC and the Contract Administrator agree to monitor the number of court-appointments periodically during the contract term and modify projections for needed services accordingly. Reiser and Frushour, PLLC acknowledges if funds to enable the City to effect continued payment under this Agreement in connection with any change to the quantities of service must be appropriated by City Council, the implementation of and effective date for any such change is subject to the appropriation of funds for the Project.
- c) Quality of services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service.
- d) Determination of acceptable quality shall be made solely by the Contract Administrator.
- e) Reiser and Frushour, PLLC shall perform its services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in this Agreement.
- f) If at any point indigent representation transitions to a new firm, Reiser and Frushour, PLLC shall meet with incoming counsel to answer questions, provide an active client list and transfer open case files.

- 2) Article 2 – Duration, is amended to read as follows:

**ARTICLE 2 – DURATION**

The term of this agreement shall be extended to include two additional months of representation services. The agreement term shall be effective July 2, 2013, with

a revised end date of August 31, 2014, unless otherwise terminated as provided for in this Agreement.

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

**ARTICLE II - COMPENSATION**

- a) Reiser and Frushour, PLLC shall be paid Two Hundred Eighty Thousand Dollars (\$280,000.00) for the term of this contract without regard to the number of cases assigned by the Court to Reiser and Frushour, PLLC and without regard to the amount of time expended by Reiser and Frushour, PLLC per case.
- b) Payment shall be made in fourteen (14) equal monthly installments of Twenty Thousand Dollars (\$20,000) each following receipt of invoices submitted by Reiser and Frushour, PLLC and approved by the Contract Administrator.
- c) No invoice submitted by Reiser and Frushour, PLLC for services under this contract will be payable if submitted later than thirty (30) days after the contract termination date.
- d) Reiser and Frushour, PLLC shall keep complete records of time spent on Court appointments so that the City or Court may independently substantiate invoices submitted by Reiser and Frushour, PLLC. Such records shall be made available to the City or Court upon request and, upon request, shall be submitted in summary form on a form approved by the Michigan State Court Administrative Office.

All terms, conditions, and provisions of the original agreement between the parties executed January 24, 2014, 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 \_\_\_\_\_, 2014.

**REISER AND FRUSHOUR, PLLC:**

**CITY OF ANN ARBOR:**

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**Patricia A. Reiser**

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**John Heiftje, Mayor**

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**Anna M. Frushour**

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**Jacqueline Beaudry, City Clerk**

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**Stephen K. Postema, City Attorney**

**Approved as to substance:**

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**Steven D. Powers, City Administrator**

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**Shryl Samborn, Court Administrator**  
**15<sup>th</sup> District Court**

**Approved as to form and content:**

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**Elizabeth Pollard Hines, Chief Judge**  
**15<sup>th</sup> District Court**