

AMENDMENT NUMBER ONE TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
COMPLETE CORPORATION SOLUTIONS, INC.
AND
THE CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, with offices at 100 N. Fifth Avenue, Ann Arbor, Michigan 48107-8647 ("City") and Complete Corporation Solutions, Inc., a Michigan corporation, having its offices at 32500 Concord Dr., Ste 324, Madison Heights, Michigan 48071 ("Consultant") agree to amend the professional services agreement for the 15th Judicial District Court EnAct Data Web-Based Application Project executed by the parties, dated May 7, 2007 as follows:

- 1) Article II, Duration, is amended to read as follows

This agreement shall become effective on April 16, 2007, and shall remain in effect until satisfactory performance of all Services as identified in Exhibit A and A-1, unless terminated for breach or as provided in this Agreement. By mutual written agreement of the parties, this Agreement may be amended once to extend the Agreement, with no change in the hourly rate paid to Consultant or Consultant's assigned employee, but with an increase in the total dollar amount of the Agreement to cover the additional services performed by the Consultant.

- 2) Article III, Services, sub-paragraph A, is amended to read as follows:

- A. General Scope: The Consultant agrees to provide general consulting services as described in Exhibit A and Exhibit A-1 (which is attached to this amendment and incorporated herein).

- 3) Article V, Compensation, sub-paragraph A, is amended to read as follows:

- A. Consultant shall be paid on the basis of reasonable time spent and materials used. The fees to be paid to the Consultant shall not exceed the amounts specified in Exhibit B and B-1 (which is attached to this amendment and incorporated herein). The total compensation to be paid Consultant for all Services provided under Exhibit A and A-1 shall not exceed \$78,880. The foregoing hourly rate amount includes reimbursement for all reasonable and necessary expenses incurred in connection with the contract services. Payment shall be made monthly following receipt of the bills submitted by the Consultant and approved by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Consultant may be entitled.

All terms, conditions, and provisions of the original agreement between the parties executed May 7, 2007, 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 _____, 2008.

For Consultant

By _____

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

Roger W. Fraser, City Administrator

Keith Ziesloft, 15th Judicial District Court
Court Administrator

EXHIBIT A-1 SCOPE OF SERVICES

Consultant Project Management

Consultant will assign a Project Manager to work with the City to make sure that the project is completed successfully and in a reasonable time frame. It is anticipated that Services will be completed on or before February 28, 2008.

If the Project temporarily halts at the City's request or if the City is not available to work on the Project resulting in any significant delay, then the Consultant Project Manager will re-evaluate the Project deliverables schedule.

Scope of Work

Task 1 – Prototype Application Enhancements & Production Implementation

Consultant will provide required enhancements requested as a result of a pilot of the prototype developed by Consultant and finalize the application and move to "production" status where the new application will be used by internal City, and Court staff and will provide 3rd party and public access via kiosk software:

- Update system and user documentation to reflect required changes necessary to complete the effort.
- Implement the Web-based extension at the public kiosk, and designate 3rd party locations on the City IT network.
- Work with City, County IT and Court staff to make solution available to 3rd parties not on the City network.
- Complete the application enhancements, testing and knowledge transfer necessary for the customer to use the production version of the application developed to replace the viewing function of eNACT.
- Complete the knowledge transfer for City AA IT support of the solution with City of Ann Arbor staff.
- Participate in status review meetings, and be available to answer questions from both City staff and Court staff.
- Provide a final report and obtain sign-off on the final deliverable.

Any report specified as a deliverable shall be delivered to the Contract Administrator in a format(s) specified by the City. Acceptance of any deliverable by the City is not effective until written confirmation is issued by the Contract Administrator.

Exhibit B-1

Fees to accomplish the scope of work in Exhibit A-1 are established at the flat fee of \$20,000.00.