

**Amendment Number One to Agreement Between
The City of Ann Arbor on behalf of the 15th Judicial District Court
and
Dawn, Inc.**

The City of Ann Arbor ("City"), a municipal corporation, on behalf of the 15th Judicial District Court ("Court"), with offices located at 301 E. Huron Street, Ann Arbor, MI 48104 and Dawn Inc. ("Contractor", EIN: 23-7318277), having its offices at 6633 Stony Creek Road, Ypsilanti, MI 48197, agree to amend the professional services agreement to provide treatment to 15th District Court Sobriety Court participants executed by the parties dated January 24, 2014 as follows:

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide alcohol assessments, testing, transitional housing and in-patient and out-patient substance abuse counseling and rehabilitative services to 15th Judicial District Court defendants referred to the Contractor by the Court from the Court's Sobriety Court or Veterans Treatment Court docket.

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

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the City will pay the Contractor an amount not to exceed One Hundred Eight Thousand One Hundred and Seventy-Four dollars (\$108,174.00) (Sobriety Court \$88,000.00 and Veterans Treatment Court \$20,174.00) for services rendered for Grant Fiscal Year 2014. These funds will be disbursed as mutually agreed upon by the Court and the Contractor.

These services are funded from funds from the Supreme Court of Michigan State Court Administrative Office Michigan Drug Court Grant Program (SCAO-MDCGP) (\$88,000.00) and the Michigan Veterans Treatment Court Grant Program (SCAO-MVTCGP) (\$20,174.00) for Grant Fiscal Year 2014.

The parties agree that the City on behalf of the Court will compensate the Contractor only to the extent that SCAO-MDCGP and SCAO-MVTCGP funds are actually awarded to and received by the Court.

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.

DAWN, INC.:

By: _____

Jim Balmer
President

6.30.14

(Date)

CITY OF ANN ARBOR:

By: _____

John Hieftje
Mayor

8/5/14

(Date)

By: Jacqueline Beaudry
Jacqueline Beaudry (Date)
City Clerk

APPROVED AS TO FORM & SUBSTANCE:

By: Stephen K. Postema
Stephen K. Postema (Date)
City Attorney

APPROVED AS TO SUBSTANCE:

By: Steven D. Powers 8/4/14
Steven D. Powers (Date)
City Administrator

APPROVED AS TO SUBSTANCE:

By: Elizabeth Pollard Hines 7-28-14
Elizabeth Pollard Hines (Date)
Chief Judge
15th Judicial District Court

APPROVED AS TO SUBSTANCE:

By: Sheryl L. Samborn 07/23/14
Sheryl L. Samborn (Date)
Court Administrator
15th Judicial District Court