

# AGREEMENT

BETWEEN

NASSIF AND REISER, P.L. L. C.  
dba MODEL CITIES LEGAL SERVICES

AND

THE CITY OF ANN ARBOR

FOR

PROFESSIONAL LEGAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("City"), and Nassif and Reiser, P.L.L.C., d/b/a Model Cities Legal Services ("MCLS"), with its address at 202 E. Huron Street, Ste. 200, Ann Arbor, Michigan, 48104, agree as follows on this 28th day of June, 2013.

MCLS agrees to provide professional legal services to the City under the following terms and conditions:

## 1) DEFINITIONS

- a) Administering Department means 15<sup>th</sup> Judicial District Court (the "Court").
- b) Contract Administrator means the Court Administrator or whomever the Court Administrator may from time to time designate.
- c) Project means Court-Appointed Indigent Legal Representation on Misdemeanor, the conviction of which may include incarceration.

## 2) DURATION

- a) This agreement shall become effective on July 1, 2013, through June 30, 2014, unless otherwise terminated as provided for in this Agreement.

## 3) SERVICES

- a) MCLS 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) This is a flat fee contract for services. MCLS and the Contract Administrator agree to monitor the number of court-appointments periodically during the contract term and modify projections for needed services accordingly.
- c) Quality of services under this agreement shall be of the level of

- 37 professional quality performed by attorneys regularly rendering  
38 this type of service.
- 39 d) Determination of acceptable quality shall be made solely by the  
40 Contract Administrator.
- 41 e) MCLS shall perform its services for the Project in compliance with  
42 all statutory, regulatory and contractual requirements now or  
43 hereafter in effect as may be applicable to the rights and  
44 obligations set forth in this Agreement.

45 4) **COMPENSATION OF MCLS**

- 46 a) MCLS shall be paid Two Hundred Forty Thousand Dollars  
47 (\$240,000) for the term of this contract for the provision of legal  
48 services to indigent misdemeanor defendants in cases where  
49 potential sanctions on conviction include incarceration without  
50 regard to the number of cases assigned by the Court to MCLS (i.e.  
51 open assigned cases regardless of date of assignment) and  
52 without regard to the actual amount of time expended by MCLS  
53 per case. MCLS acknowledges and agrees to provide full and  
54 complete legal representation for all court-appointments under  
55 this contract for the flat-fee fee stated above and waives any right  
56 to request additional funds during the term.
- 57 b) Payment shall be made in twelve (12) equal monthly installments  
58 of Twenty Thousand Dollars (\$20,000) each following receipt of  
59 invoices submitted by MCLS and approved by the Contract  
60 Administrator.
- 61 c) No invoice submitted by MCLS for services under this contract will  
62 be payable if submitted later than thirty (30) days after the last  
63 day of FY 2014.
- 64 d) MCLS shall keep complete records of time spent on Court  
65 appointments so that the City or Court may independently  
66 substantiate invoices submitted by MCLS.
- 67 (i) Such records shall be made available to the City or Court:
- 68 1. MCLS shall provide to the Contract Administrator with cc  
69 to the City CFO on a monthly basis a detailed accounting  
70 for time spent in the prior month on each open appointed  
71 case. The detailed accounting shall list the following  
72 minimum information: Case No, appointment date, time  
73 spent on matters for each case. The detailed accounting  
74 shall be submitted no later than thirty days after the last  
75 day of the prior month.
- 76 2. MCLS shall provide, upon request, in addition to the  
77 monthly detailed accounting, time records in summary  
78 form on a form approved by the Michigan State Court  
79 Administrative Office.
- 80

81 5) INSURANCE

- 82 a) During the term of this agreement, MCLS agrees to procure and  
83 maintain in effect a policy or policies of professional liability  
84 insurance protecting MCLS and its principals and employees in an  
85 amount not less than One Million Dollars (\$1,000,000).
- 86 b) During the term of this agreement, MCLS agrees to procure and  
87 maintain in effect insurance policies in the amounts and with the  
88 types of coverage shown below:
- 89 1. Workers Compensation Insurance in the form and amount  
90 required by Michigan law.
  - 91 2. Commercial General Liability Insurance on an "Occurrence  
92 Basis" with limits of liability not less than One Million Dollars  
93 (\$1,000,000) per occurrence and/or aggregate combined  
94 single limit, Personal Injury, Bodily Injury and Property  
95 Damage.
  - 96 3. Professional Liability Insurance protecting MCLS and its  
97 employees in an amount not less than One Million Dollars  
98 (\$1,000,000).
- 99 c) Certificates showing that MCLS has the required insurance shall  
100 be filed with the Administering Department before any services  
101 are performed.
- 102 d) Certificates shall provide not less than thirty (30) days prior  
103 written notice to the Administering Department of cancellation,  
104 non-renewal, reduction in the amount of insurance or material  
105 change of terms of the policy.
- 106 e) The certificates for the insurance outlined in Article 5(b) shall  
107 name the City as an additional insured party and provide for  
108 notice to the Administering Department during the term of this  
109 contract for any action taken in accordance with this provision.
- 110 f) If any of the above coverages expire by their terms during the  
111 term of this agreement, MCLS shall deliver renewal certificates  
112 and/or policies to the Administering Department at least ten (10)  
113 days prior to the expiration date.
- 114 g) To the fullest extent permitted by law, MCLS shall indemnify,  
115 defend and hold the City, its officers, employees and agents  
116 harmless from all suits, claims, judgments and expenses including  
117 attorney's fees resulting or alleged to result, in whole or in part,  
118 from any negligent, grossly negligent, reckless and/or intentional  
119 wrongful or tortious acts or omissions by MCLS or its principals,  
120 employees and agents occurring in the performance of this  
121 agreement.

122 6) NONDISCRIMINATION

123 MCLS agrees to comply, and to require its principals, employees and

agents to comply, with the nondiscrimination provisions of MCL 37.2209. MCLS further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

7) WARRANTIES BY MCLS

- a) MCLS warrants that the quality of its services under this agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- b) MCLS warrants that it has all the skills, experience, and professional licenses necessary to perform the services it is to provide pursuant to this agreement.
- c) MCLS warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this agreement.
- d) MCLS warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

8) TERMINATION OF AGREEMENT

- a) This agreement may be terminated by either party without further notice in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within fifteen (15) days after notice of the breach.
- b) The City may termination this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to MCLS, except the obligation to pay for services actually performed under the Agreement before the termination date.

9) OBLIGATIONS OF THE CITY

- a) The City agrees to give MCLS access to City-owned properties as required to perform the necessary services under this agreement.
- b) The City shall notify MCLS of any defects in the services of which the Contract Administrator has actual notice.

10) ASSIGNMENT

- a) MCLS shall not subcontract or assign any portion of the services without prior written consent from the Contract Administrator.
- b) MCLS shall retain the right to pledge payment(s) due and payable under this agreement to third parties.

11) NOTICE

- a) All notices and submissions required under this agreement shall be by personal delivery or by first-class mail, postage prepaid, to the address stated in this agreement or such other address as

166 either party may designate by prior written notice to the other.  
167 Notice shall be considered delivered under this agreement when  
168 personally delivered to the Contract Administrator or placed in the  
169 U.S. mail, postage prepaid to the Administering Department, care  
170 of the Contract Administrator.

171 **12) CHOICE OF LAW**

172 This Agreement will be governed and controlled in all respects by  
173 the laws of the State of Michigan, including interpretation,  
174 enforceability, validity and construction, excepting the principles  
175 of conflicts of law. The parties submit to the jurisdiction and  
176 venue of the Circuit Court for Washtenaw County, State of  
177 Michigan, or, if original jurisdiction can be established, the United  
178 States District Court for the Eastern District of Michigan, Southern  
179 Division, with respect to any action arising, directly or indirectly,  
180 out of this Agreement or the performance or breach of this  
181 Agreement. The parties stipulate that the venues referenced in  
182 this Agreement are convenient and waive any claim of non-  
183 convenience.

184 **13) CONFLICT OF INTEREST**

- 185 a) MCLS certifies it has no financial interest in the services to be  
186 provided under this agreement other than the compensation  
187 specified herein.
- 188 b) MCLS further certifies that it presently has no personal or  
189 financial interest, and shall not acquire any such interest, direct  
190 or indirect, which would conflict in any manner with its  
191 performance of the services under this agreement.

192 **14) LIVING WAGE**

- 193 a) MCLS is a "covered employer" as defined in Chapter 23 of the Ann  
194 Arbor City Code and agrees to comply with the living wage  
195 provisions of Chapter 23 of the Ann Arbor City Code.
- 196 b) MCLS agrees to pay those employees providing services under  
197 this Agreement a "living wage," as defined in Section 1:815 of the  
198 Ann Arbor City Code; to post a notice approved by the City of the  
199 applicability of Chapter 23 in every location in which regular or  
200 contract employees providing services under this agreement are  
201 working; to maintain records of compliance; if requested by the  
202 City, to provide documentation to verify compliance; to take no  
203 action that would reduce the compensation, wages, fringe  
204 benefits, or leave available to any employee or person contracted  
205 for employment in order to pay the living wage required by Section  
206 1:815; and otherwise to comply with the requirements of Chapter  
207 23.

208 **15) SEVERABILITY OF PROVISIONS**

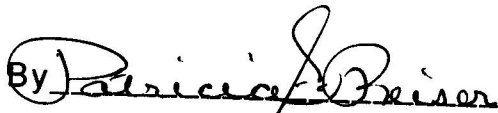
- 209 a) Whenever possible, each provision of this agreement will be  
210 interpreted in a manner as to be effective and valid under  
211 applicable law. However, if any provision of this agreement or the  
212 application of any provision to any party or circumstance will be  
213 prohibited by or invalid under applicable law, that provision will be  
214 ineffective to the extent of the prohibition or invalidity without  
215 invalidating the remainder of the provisions of this agreement or  
216 the application of the provision to other parties and  
217 circumstances.

218 16) EXTENT OF AGREEMENT


- 219 a) This agreement represents the entire understanding between the  
220 City and MCLS and supersedes all prior representations or  
221 agreements whether written or oral.  
222 b) Neither party has relied on any prior representations, of any kind  
223 or nature, in entering into this agreement.  
224 c) This agreement may be altered, amended or modified only by  
225 written amendment signed by MCLS and the City.  
226  
227

**For MCLS**

By  6/28/13  
Nader Nassif

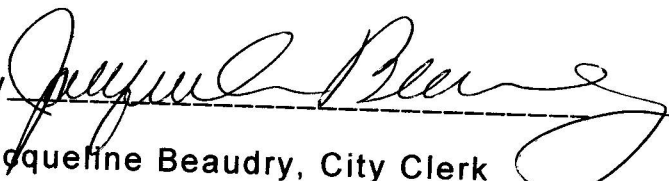
By  6/28/13  
Patricia Reiser

**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

 1 Jul 13  
Keith Zeisloft, Administrator  
15<sup>th</sup> Judicial District Court

## EXHIBIT A

### SCOPE OF SERVICES

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.



## **Assignment Agreement**

This Assignment Agreement ("Agreement") is made by and between Reiser and Frushour, PLLC, located at 122 South Main Street, Suite 260, Ann Arbor, MI 48104 ("Assignee") and Nassif and Reiser, PLLC, located at 122 South Main Street, Suite 260, Ann Arbor, MI 48104 d/b/a Model Cities Legal Services, Inc. ("Assignor") as of August 30, 2013 (the "Effective Date"). For good and sufficient consideration, the receipt of which is acknowledged hereby, the parties agree as follows:

1. **Assignment.** Assignor shall, and hereby does, assign to Assignee all right, title, and interest (including without limitation all of its rights, duties, and obligations) in and to that certain Agreement between Nassif and Reiser, PLLC and the City of Ann Arbor, dated \_\_\_\_\_ 2013 (the "Contract"), approved by action of the Ann Arbor City Council on June 17, 2013 pursuant to Resolution Number 13-0641, titled "Resolution to Approve a Professional Legal Services Agreement with Nassif and Reiser P.L.L.C., D/B/A Model Cities Legal Services to Provide Legal Representation as Court-Appointed Counsel to Indigent Defendants (\$240,000.00)".
2. **Liabilities.** Assignee hereby assumes the Contract and all the benefits, liabilities, and obligations arising therefrom or relating thereto as of the Effective Date. The parties agree and acknowledge that nothing in this Agreement constitutes a transfer, assignment, or acceptance of any benefits, liabilities, obligations, claims, or causes of action arising from or relating to the Contract, or Assignor's performance thereunder, prior to the Effective Date.
3. **Payment.** Promptly upon receipt Assignee shall deliver to Assignor any Contract-related monies received from the City of Ann Arbor that relate to services performed by Assignor prior to the Effective Date.
4. **Indemnification.** Assignor shall, and hereby does, indemnify, defend, and hold Assignee harmless from and against any and all threatened or actual claims, actions, proceedings, suits, liabilities, damages, fees (including attorney's fees), costs, and expenses arising from, or relating to, Assignor's actions or inactions in connection with the Contract prior to the Effective Date.
5. **Miscellaneous**
  - a. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.
  - b. This Agreement is being made under and shall be interpreted in accordance with the laws of the State of Michigan and if any party initiates a lawsuit to interpret or enforce any provision of this Agreement, the exclusive jurisdiction and venue for that lawsuit will be either the courts



of the State of Michigan in the Circuit Court of Washtenaw County or in the United States District Court for the Eastern District of Michigan.

c. This Agreement shall bind and inure to the benefit of and be enforceable by the parties, and their respective successors and assigns; provided that neither party shall assign this Agreement without the prior written consent of the other party. Any attempted assignment in violation of the foregoing shall be null, void, and without effect.

d. This Agreement reflects the entire understanding and agreement among the parties hereto with respect to the subject hereof. The parties acknowledge and agree that neither of them has made any promise or agreement other than as expressed in this Agreement.

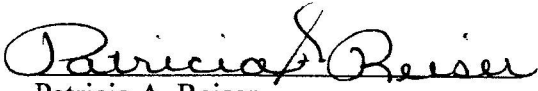
e. This Agreement may not be amended or modified except upon the written agreement of the undersigned parties.

f. This Agreement may be executed in counterparts, each of which when executed shall constitute an original.

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IN WITNESS WHEREOF, the parties agree to the foregoing:

REISER AND FRUSHOUR, PLLC



Patricia A. Reiser



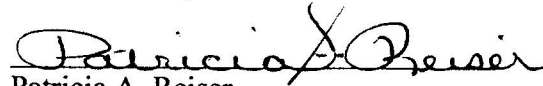
Anna M. Frushour

Date: 8/31/13

NASSIF AND REISER, PLLC



Nadir W. Nassif



Patricia A. Reiser

Date: 8/31/13

## CONSENT TO ASSIGNMENT

Whereas, the City of Ann Arbor ("City") entered into an agreement with Nassif and Reiser, PLLC, d/b/a Model Cities Legal Services, Inc. ("Assignor") to provide professional legal services as court-appointed counsel to indigent defendants in 15<sup>th</sup> District Court matters (the "Contract");

Whereas, Assignor has assigned all right, title and interest it has in the Contract to Reiser and Frushour, PLLC ("Assignee") effective August 30, 2013 ("Effective Date");

Whereas, Assignee has assumed the Contract and all the benefits, liabilities and obligations arising therefrom or related thereto as of the Effective Date;

Whereas, the Contract requires the written consent of the City to an assignment of the Contract; and

Whereas, the City is satisfied with the ability of Assignee to assume and perform the obligations arising from or related to the Contract;

Therefore, the City consents to the assignment, delegation and transfer by Assignor to Assignee of Assignor's rights, duties and obligations arising under the Contract on and after the Effective Date.

Dated: September 12, 2013.

CITY OF ANN ARBOR

By: 

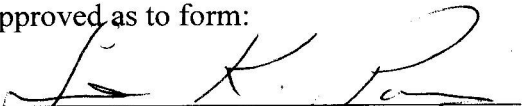
Steven D. Powers, City Administrator


Approved as to substance:



Keith Zeisloft, Administrator  
15<sup>th</sup> Judicial District Court

Approved as to form:



 Stephen K. Postema, City Attorney