

CITY OF ANN ARBOR AND PSYBUS PSYCHOLOGICAL CONSULTANTS, P.C.

RENEWAL AGREEMENT No. 1  
PSYCHOLOGICAL EVALUATIONS OF AAPD EMPLOYEES

Whereas, the City of Ann Arbor, a Michigan municipal corporation, located at 301 E. Huron St. Ann Arbor, MI 48104 (“City”) and Psybus Psychological Consultants, P.C., a Michigan professional service corporation, with offices at 2920` Telegraph Rd., Suite 600, Southfield, Michigan 48034 (“Contractor”) entered into an agreement for the provision of professional psychological evaluation services, effective February 8, 2016 for a term ending June 30, 2017 (the Agreement”); and

Recitals:

Whereas, under the terms of the Agreement, the Agreement could be renewed at the expiration of the initial term at the sole option of the City, upon proper notice, for an additional one-year term under the same terms and conditions of service at the guaranteed pricing schedule specified in Exhibit B of the Agreement, and

Whereas, notice having been given of the City’s intention to exercise its right to extend the Agreement for an additional one year commencing July 1, 2017 and terminating June 30, 2018, which notice has been acknowledged by Contractor.

Terms:

The parties agree as follows on this 11 day of October 2017.

1. Contractor shall provide professional psychological evaluation services to the Ann Arbor Police Department for its employees as specified in Exhibit A of the Agreement, which is incorporated here by reference, subject to the following modification to Exhibit A, General, which shall read as followings:

General

It is agreed that during the term of this contract psychological evaluations and consulting shall be provided by Linda K. Forseberg, Ph.D., ABPP, on behalf of Contractor, except in the following circumstances:

- Dr. Forsberg is unavailable for any reason on the date and time requested for performance of the evaluation
- Either the City or Dr. Frosberg identifies a conflict, direct or indirect, in the performance of an evaluation by Dr. Forseberg of a particular City employee.
- Dr. Forsberg has been retained to handle any matter adverse to the City.

It is acknowledged by the parties that this contract for services is not an exclusive work contract with Linda K. Forsberg, Ph.D., ABPP, and does allow for her to

work for other entities during its term. However, since evaluations will be requested on a case-by-case basis, in the event that Dr. Forsberg is unavailable for any reason or is conflicted in her performance of services for the specific reasons stated above and/or under the provisions of Article XVI, Conflicts of Interest or Representation, of the Agreement, Contractor shall provide another qualified employee to prepare the needed services. Contractor shall provide the Contract Administrator the professional qualifications of the proposed evaluator substituting for Dr. Forsberg. The City retains the right to reject any substitute and request an alternate.

For purposes of this contract, "unavailability" shall be defined as unreachable after due notice of a request for service as well as the inability to perform the service at the date and time requested due to prior commitments.

2. Contractor shall provide its services during the renewal term at the guaranteed pricing in Exhibit B of the Agreement, which is incorporated here by reference.
2. Contractor shall maintain during the renewal agreement all insurance required under the Agreement, and comply with all terms and conditions thereof, including but not limited to Non-discrimination Ordinance requirements under City Code Chapter 112 and Living Wage requirements under City Code Chapter 23.
3. City shall pay the Contractor a total annual payment of Not to Exceed (NTE) \$25,000.00 per year for the services to be provided under this renewal agreement. Contractor to submit invoices as required under the original agreement. Payments are subject to approval of the Contract Administrator.

All terms, conditions, and provisions of the original agreement between the parties effective February 8, 2016, subject to any additional terms stated above, are to apply to this renewal and are made a part of this renewal as though expressly rewritten, incorporated, and included herein.

This renewal to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

**FOR CONTRACTOR**

By

*Lucretia K. Forsberg (M.D.)*  
Its: President

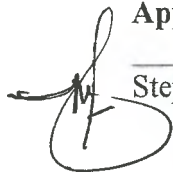
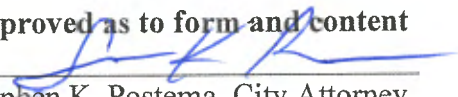
**FOR THE CITY OF ANN ARBOR**

*Howard S. Lazarus*  
Howard S. Lazarus, City Administrator

Approved as to substance

*James Baird*  
2 JAMES BAIRD, POLICE CHIEF

**Approved as to form and content**

A handwritten signature in black ink, consisting of a stylized 'S' and 'K' followed by a large circular flourish.A handwritten signature in blue ink, consisting of a stylized 'S' and 'K' followed by a large circular flourish, positioned above a horizontal line.

Stephen K. Postema, City Attorney