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AGREEMENT

BETWEEN

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

AND

THE CITY OF ANN ARBOR

FOR

PROFESSIONAL LEGAL SERVICES

9 The City of Ann Arbor, a Michigan municipal corporation, having its offices at
10 301 East Huron Street, Ann Arbor, Michigan 48104 ("City"), and Nassif and
11 Reiser, P.L.L.C., d/b/a Model Cities Legal Services ("MCLS"), with its
12 address at 202 E. Huron Street, Ste. 200, Ann Arbor, Michigan, 48104, agree
13 as follows on this 28th day of June, 2013.

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

16 1) DEFINITIONS

- 17 a) Administering Department means 15th Judicial District Court (the
18 "Court").
19 b) Contract Administrator means the Court Administrator or
20 whomever the Court Administrator may from time to time
21 designate.
22 c) Project means Court-Appointed Indigent Legal Representation on
23 Misdemeanor, the conviction of which may include incarceration.

24 2) DURATION

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

28 3) SERVICES

- 29 a) MCLS agrees to provide professional legal services to represent
30 indigent persons when appointed by the Court for this purpose in
31 connection with the Project as described in Exhibit A.
32 b) This is a flat fee contract for services. MCLS and the Contract
33 Administrator agree to monitor the number of court-appointments
34 periodically during the contract term and modify projections for
35 needed services accordingly.
36 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.

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

124 agents to comply, with the nondiscrimination provisions of MCL
125 37.2209. MCLS further agrees to comply with the nondiscrimination
126 provisions of Chapter 112 of the Ann Arbor City Code and to assure
127 that applicants are employed and that employees are treated during
128 employment in a manner which provides equal employment opportunity.

129 7) **WARRANTIES BY MCLS**

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

142 8) **TERMINATION OF AGREEMENT**

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

152 9) **OBLIGATIONS OF THE CITY**

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

157 10) **ASSIGNMENT**

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

162 11) **NOTICE**

- 163 a) All notices and submissions required under this agreement shall
164 be by personal delivery or by first-class mail, postage prepaid, to
165 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**

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

218 **16) EXTENT OF AGREEMENT**

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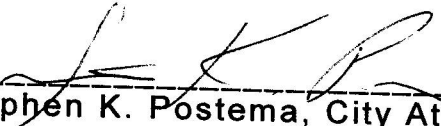
- a) This agreement represents the entire understanding between the City and MCLS and supersedes all prior representations or agreements whether written or oral.
- b) Neither party has relied on any prior representations, of any kind or nature, in entering into this agreement.
- c) This agreement may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

For MCLS

By  6/28/13
 Nader Nassif

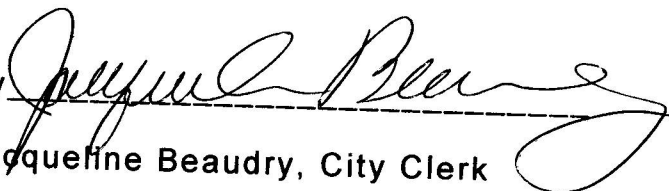
By  6/28/13
 Patricia Reiser

Approved as to form and content

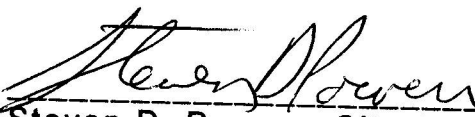

 Stephen K. Postema, City Attorney

For City of Ann Arbor

By: 
 John Hieftje, Mayor

By 
 Jacqueline Beaudry, City Clerk

Approved as to substance


 Steven D. Powers, City Administrator

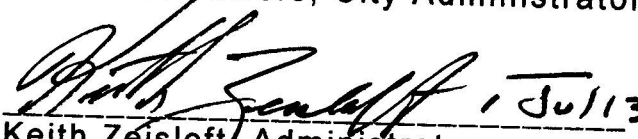
 1 Jul 13
 Keith Zeisloft, Administrator
 15th Judicial District Court

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.

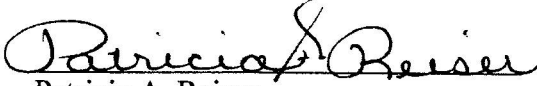
e. This Agreement may not be amended or modified except upon the written agreement of the undersigned parties.


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

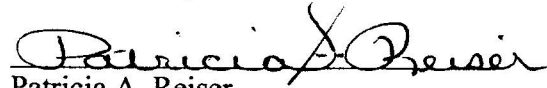

Patricia A. Reiser


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 15th 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.

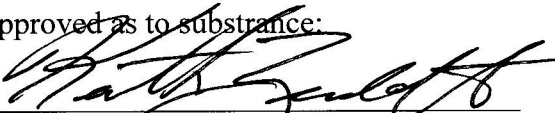
Dated: September 12, 2013.

CITY OF ANN ARBOR

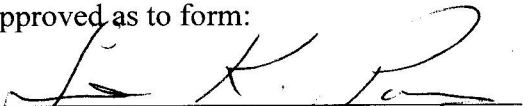
By: 

Steven D. Powers, City Administrator

Approved as to substance:


Keith Zeisloft, Administrator
15th Judicial District Court

Approved as to form:


Stephen K. Postema, City Attorney