

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this \_\_\_\_ day of August, 2015, by and between the CITY OF MARICOPA, ARIZONA, an Arizona municipal corporation ("City"), and ALBERT HOLLER & ASSOCIATES ("Consultant"), to provide transaction privilege tax auditor services.

**RECITALS**

A. WHEREAS, on August 2, 2011, the Maricopa City Council approved a Professional Services Agreement with Consultant to provide transaction privilege tax auditor services ("Agreement") for a term of three (3) years; and

B. WHEREAS, pursuant to the Agreement, the City was given the option to extend the Agreement for two (2) additional one (1) year terms; and

C. WHEREAS, on September 2, 2014, the Maricopa City Council approved a First Amendment to Professional Services Agreement with Consultant to extend the Agreement for one (1) additional one (1) year period ("First Amendment"); and

D. WHEREAS, the parties now desire to amend the Agreement and First Amendment to extend the term for one (1) additional year.

**AGREEMENT**

Therefore, the parties specifically agree to amend the Agreement approved on August 2, 2011 and the First Amendment approved on September 2, 2014 as follows:

1. Paragraph 2, Compensation, shall be amended as follows:

In accordance with the terms and conditions of the Agreement, the First Amendment, and this Second Amendment, the City shall compensate Consultant for its professional services as follows:

See attachment Exhibit B, which is incorporated into this Agreement

In no event, shall the total compensation under this contract exceed Thirty Six Thousand and 00/100 Dollars (\$36,000.00). Exhausting the total amount payable for activities described in Section 1 of the Agreement, Consultant's Duties, shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Consultant shall charge, and City shall pay, a rate as per the Proposal.

2. Paragraph 4, Term, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the First Amendment, and this Second Amendment, the Term shall be extended for one (1) additional one (1) year, until August 1, 2016, unless earlier terminated as provided in the Agreement.

3. All other terms and conditions of the original Agreement and the First Amendment are to continue in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be signed by their duly authorized representatives as of the day and year first above written.

**CONSULTANT:**  
**ALBERT HOLLER & ASSOCIATES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF MARICOPA**  
An Arizona municipal corporation

\_\_\_\_\_  
Christian Price  
Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Bueras  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Denis M. Fitzgibbons  
City Attorney