

**FIRST AMENDMENT TO
CONSULTANT AGREEMENT**

THIS FIRST AMENDMENT TO CONSULTANT AGREEMENT FOR ("First Amendment") is made and entered into this 4th day of September 2018, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and TPC Group, Inc., an Arizona corporation doing business as The Planning Center ("Consultant"), to provide Subdivision Ordinance update services ("Project").

WHEREAS, on July 18, 2017, the Maricopa City Council approved CON 17-33, an Agreement for consulting services related to RFP #17-DS02282017 Subdivision Zoning Ordinance to update the Subdivision Code ("Agreement"); and

WHEREAS, pursuant to Section 3 of the Agreement the Initial Term was for one (1) year and the City has the option to extend the term for two (2) additional one (1) year terms; and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the Agreement for an additional one-year term.

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on July 18, 2017 as follows:

1. Section 2, COMPENSATION, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, City shall compensate Consultant for its professional services as follows:

See Exhibit B, which is attached hereto and incorporated herein.

In no event, shall the total compensation under the Agreement and this First Amendment exceed EIGHTY FOUR THOUSAND EIGHT HUNDRED THIRTEEN and 00/100 Dollars (\$84,813.00), which includes Contractor's proposal of \$74,813.00 and a City contingency of \$10,000.00. Exhausting the total amount payable for activities described in Section 1, 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 mutually agreed upon in writing prior to Consultant performing the additional services. Costs caused by delays or by improperly timed activities shall be borne by the party responsible thereof. Unless otherwise provided in this Agreement, Consultant shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.

2. Section 3, TERM, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the term of the Agreement shall be extended to June 30, 2019.


3. All other terms and conditions of the original Agreement are to continue in full

force and effect as stated and agreed to in the Agreement dated July 18, 2017 as if fully set forth herein.

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

CONSULTANT:

TPC Group, Inc., an Arizona corporation

By: 
Title: Jessica Sarkissian, Principal

CITY OF MARICOPA

An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

Vanessa Bueras,
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons,
City Attorney