

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into this 20th day of November, 2012, by and between the City of Maricopa, Arizona, an Arizona municipal corporation (“City”), and IntegriSource, Inc., a Florida corporation (“Consultant”), to provide professional consulting services (“Project”).

WHEREAS, on September 28, 2012, the Maricopa City Manager approved a Professional Services Agreement with Consultant for consulting services (“Agreement”);

WHEREAS, under the Agreement, the City retained the services of Consultant to provide miscellaneous services for the IT Department;

WHEREAS, pursuant to the City Council’s approval on October 30, 2012 of the Development Services Department’s Implementation Plan, the City will need additional services from Consultant including database configurations in conjunction with the Citizen Self Service implementation for Development Services and creation and implementation of the report server and custom reporting for Munis and department performance metrics; and

WHEREAS, such services will exceed the compensation amount that the City Manager has the authority to approve; and

WHEREAS, the parties now desire to amend that Agreement to revise the scope of work and increase the not to exceed compensation amount.

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on September 28, 2012 as follows:

1. Paragraph 1, Consultant’s Duties, shall be amended to reflect that Consultant agrees to provide experienced and qualified consultants as requested by City. Such services shall be limited to performance of services that are requested by City for City’s business purposes pursuant to a work order, which shall be attached hereto and incorporated herein by reference, signed by both City Manager and Consultant. Upon City request and expense, Consultant will assist in the facilitation of a criminal background check for candidates provided by Consultant.

2. Paragraph 2, Compensation, shall be amended to reflect that in accordance with the terms and conditions of the Agreement and this First Amendment, Consultant provides services on a contingency basis and is compensated as outlined and agreed to in writing by the City Manager and Consultant per a work order only when Consultant’s candidate is used by the City. Each work order shall be attached hereto and incorporated herein by reference.

In no event, shall the total compensation under the Agreement and this First Amendment exceed One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00). Exhausting the total

amount payable for activities described in Section 1 of the Agreement shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Section 1, Consultant's Duties, Consultant shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Consultant performing the additional services.

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 September 28, 2012 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:

IntegriSource, Inc.,
a Florida corporation

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