

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into this 17th day of October, 2017, by and between the City of Maricopa, Arizona, an Arizona municipal corporation (“City”), and Northern Arizona Technology & Business Incubator, Inc., an Arizona non-profit corporation doing business as Northern Arizona Center for Entrepreneurship and Technology (“Consultant”), to be an incubator operator and provide business training (“Project”).

RECITALS

WHEREAS, on September 16, 2014, pursuant to Section 3-214 of the City of Maricopa’s City Code, the City Council approved a professional services agreement with Consultant (“Agreement”) for an initial term of two (2) years (“Initial Term”); and

Whereas, on October 4, 2016, the City Council approved a one (1) year extension to the Agreement (“First Amendment”); and

WHEREAS, the parties now desire to amend the Agreement to extend the Initial Term on a month-to-month basis for up to one (1) additional year, and to provide for additional compensation.

AGREEMENT

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on September 16, 2014 and the Amendment approved on October 4, 2016, as follows:

1. Section 2 of the Agreement regarding Compensation shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the First Amendment, and this Second Amendment, the City shall compensate Contractor monthly for its services in the amount of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00). In no event, shall the total compensation under this Second Amendment exceed ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$150,000.00), which includes all taxes and other costs. Exhausting the total amount payable for activities described herein shall not relieve Contractor of its obligations to perform such Services. Should City request additional Services beyond that specified in the Agreement, the First Amendment and this Second Amendment, Contractor shall charge, and City shall pay, a rate as mutually agreed upon in writing prior to Contractor performing the additional Services. Costs caused by delays or by improperly timed activities shall be borne by the party responsible thereof. The City reserves the right to procure the services set forth in the Agreement, the First Amendment and this Second Amendment from other sources when deemed necessary and appropriate by City.

2. Section 3 of the Agreement regarding term shall be amended to extend the Initial Term of the Agreement on a month-to-month basis for up to one (1) additional year, until

September 30, 2018, unless earlier terminated as provided in the Agreement and this First Amendment.

3. All other terms and conditions of the Agreement and First Amendment are to continue in full force and effect as stated and agreed to in the Agreement, the First Amendment and this Second Amendment.

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:

Northern Arizona Technology & Business
Incubator, Inc., an Arizona non-profit corporation

By: _____
Its: _____

CITY OF MARICOPA

An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras, CMC
City Clerk

Denis M. Fitzgibbons,
City Attorney