

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fourth Amendment") is made and entered into this 5th day of June, 2018, by and between the City of Maricopa, Arizona, an Arizona municipal corporation ("City"), and Allstaff Services, Inc., an Arizona corporation, ("Consultant").

WHEREAS, on February 3, 2015, the Maricopa City Council approved a Professional Services Agreement with Consultant to furnish a professional Capital Improvement Manager ("Agreement"); and

WHEREAS, on March 1, 2016, the Maricopa City Council approved the First Amendment to increase the compensation to allow additional Capital Improvement Manager Services; and

WHEREAS, on June 7, 2016, the Maricopa City Council approved the Second Amendment to increase the compensation to allow additional Capital Improvement Manager Services; and

WHEREAS, on May 2, 2017, the Maricopa City Council approved the Third Amendment to increase the compensation to allow additional Capital Improvement Manager Services; and

WHEREAS, the parties now desire to amend the Agreement, First Amendment, Second Amendment, and Third Amendment to extend the Agreement by increasing the compensation to allow additional Capital Improvement Manager Services.

AGREEMENT

NOW, THEREFORE, the parties specifically agree to amend the Agreement approved on February 3, 2015, the First Amendment approved on March 1, 2016, the Second Amendment approved on June 7, 2016, and the Third Amendment approved on May 2, 2017 as follows:

1. Paragraph 2 of the Agreement, COMPENSATION, shall be amended to reflect that in accordance with the terms and conditions of the Agreement, the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment, the City shall compensate Consultant at an hourly rate of \$71.76 per hour for services provided, with a projected thirty two (32) hours per week and a weekly schedule that will be determined by the Consultant and approved by the City in writing.

In no event, shall the total compensation under the Agreement, the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment exceed One Hundred One Thousand and 00/100 Dollars (\$101,000.00) during Fiscal Year 2018-2019. Exhausting the total amount payable shall not relieve Consultant of its obligations to perform the Services. Should City request additional services beyond that specified in the Agreement, Consultant shall

charge, and City shall pay, a rate as mutually agreed upon in writing prior to Consultant performing the additional services.

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

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

CONTRACTOR:

Allstaff Services, Inc.

By: _____

Title: _____

CITY OF MARICOPA

An Arizona municipal corporation

Christian Price
Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras,
City Clerk

Denis M. Fitzgibbons,
City Attorney