

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ALBERT HOLLER,
D/B/A ALBERT HOLLER & ASSOCIATES**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) is entered into as of June 1, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Albert Holler, d/b/a Albert Holler & Associates (the “Contractor”). The Town and the Contractor are collectively referred to herein as the “Parties.”

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated July 1, 2014, as amended by that First Amendment, dated May 19, 2016 (collectively, the “Agreement”), for the Contractor to complete auditing services. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional auditing services by the Contractor for residential rentals are necessary (the “Additional Services”).

C. The Town and the Contractor desire to amend the Agreement to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Term of Agreement.** The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2018, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. **Compensation.** The Town shall increase the compensation to Contractor by \$42,000.00 for the third Renewal Term (July 1, 2017 through June 30, 2018), for the Additional Services, resulting in an increase of the aggregate not-to-exceed compensation from \$162,000.00 to \$204,000.00. In the event Contractor’s ability to pursue residential rentals is significantly reduced, as determined by the Town in its sole discretion, the Parties mutually agree the Town

may unilaterally reduce Contractor's compensation for the third Renewal Term to an amount not to exceed \$30,000.00.

3. Payments. The Town shall continue to pay the Contractor \$3,500.00 each month for the third Renewal Term. In the event Contractor's compensation is reduced to \$30,000.00 pursuant to Section 2 above, Contractor's monthly payment shall be reduced to \$2,500.00.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Second Amendment are forever waived.

6. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

7. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:



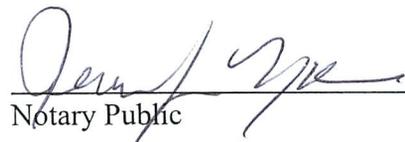
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 1, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.





Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

ALBERT HOLLER, d/b/a
ALBERT HOLLER & ASSOCIATES

By: Albert Holler

Name: ALBERT HOLLER

Title: OWNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 22, 2017, before me personally appeared Albert Holler, the owner of ALBERT HOLLER, d/b/a ALBERT HOLLER & ASSOCIATES, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document.

[Signature]
Notary Public

(Affix notary seal here)

