

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

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of May 19, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Albert Holler, d/b/a Albert Holler & Associates (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement dated July 1, 2014, for Contractor to complete auditing services (the "Agreement"). All capitalized terms not otherwise defined in this First 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 enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of Work to include the Additional Services (iii) increase the compensation to the Contractor for the Additional Services and (iv) modify the payment terms.

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, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Contractor shall provide the Additional Services as set forth in the Amended Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to Contractor for the second Renewal Term (July 1, 2016 through June 30, 2017), by \$12,000.00 for the Additional Services, resulting in an increase from \$30,000.00 to an amount not to exceed \$42,000.00 and

increasing the total compensation for the entire Term from \$150,000.00 to an aggregate amount not-to-exceed \$162,000.00.

4. Payments. For the second Renewal Term, the Town shall pay the Contractor \$3,500 each month.

5. 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.

6. Non-Default. By executing this First 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 First 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 First Amendment are forever waived.

7. Conflict of Interest. This First 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 May 23rd, 2016, 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]

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ALBERT HOLLER, D/B/A ALBERT HOLLER & ASSOCIATES

[Amended Scope of Work]

See following page.

AMENDED SCOPE OF WORK

Description of Services.

Commencing July 1, 2016, Contractor will provide the following services:

- Select and complete sales and use tax audits from (a) construction and retail activity and (b) residential rentals, recovering a minimum of \$30,000 per fiscal year.
- Provide taxpayer assistance as requested.
- Provide monthly reports on the results showing the breakdown by construction sales tax, number of residential rental taxpayers contacted and residential tax assessments.

Expense Reimbursement.

Contractor shall be entitled to reimbursement from Town for the following “out-of-pocket” expenses: out-of-state travel provided that it is pre-authorized by the Town Finance Director.

Support Services.

Town will provide the following support services for the benefit of the Contractor: office space, mail and photocopying.