

**EIGHTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ARIZONA BUSINESS ADVISORS, LLC**

THIS EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Eighth Amendment") is entered into as of July 1, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Arizona Business Advisors, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated August 16, 2012 (the "Original Agreement"), as amended by that First Amendment, dated June 20, 2013 (the "First Amendment"), by that Second Amendment, dated September 19, 2013 (the "Second Amendment"), by that Third Amendment, dated June 19, 2014 (the "Third Amendment"), by that Fourth Amendment, dated August 3, 2015 (the "Fourth Amendment"), by that Fifth Amendment, dated June 16, 2016 (the "Fifth Amendment"), by that Sixth Amendment, dated May 24, 2017 (the "Sixth Amendment"), and by that Seventh Amendment, dated July 1, 2018 (the "Seventh Amendment"), for the Contractor to provide the Town with various support resources, services, and networks geared toward successful development of entrepreneurial businesses (the "Services"). The Original Agreement and First through Seventh Amendments are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Eighth Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional Services from the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter this Eighth Amendment to (i) extend the Term of the Agreement, (ii) modify the payment provision, and (iii) provide for compensation for the Contractor to perform 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 until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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

3. Compensation. The Town shall pay the Contractor an annual amount not to exceed \$20,000.00 for the Additional Services as set forth in the Scope of Work.

4. Payments. The Town shall pay the Consultant in two draws, as follows: (i) a lump sum of \$10,000.00 within thirty (30) days after execution of this Agreement (covering the first half of the extended term) and (ii) a lump sum of \$10,000.00 after January 1, 2020 (covering the second half of the extended term). Prior to receiving either lump sum payment, Consultant shall submit for Town approval a six-month budget for the Additional Services as set forth in the Scope of Work.

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 Eighth Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Eighth 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 Eighth Amendment are forever waived.

7. 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.

8. Conflict of Interest. This Eighth Amendment and the Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

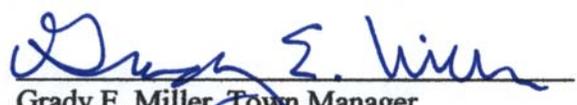
[SIGNATURES ON FOLLOWING PAGES]

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

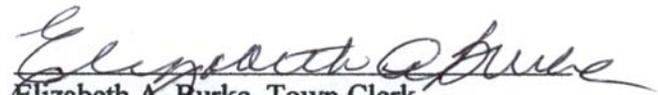
“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

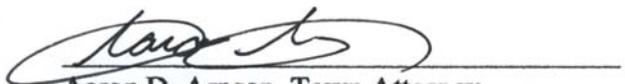
8.5.19

  
Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA    )  
                                  ) ss.  
COUNTY OF MARICOPA )

On August 14, 2019, 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.

 **JAMIE SALENTINE**  
Notary Public - State of Arizona  
MARICOPA COUNTY  
Commission # 550103  
Expires July 11, 2022  
(Affix notary seal here)

  
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"Contractor"**

ARIZONA BUSINESS ADVISORS, LLC,  
a(n) Arizona limited liability company

By: Michael J Tyler

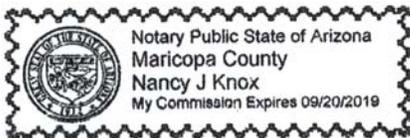
Name: MICHAEL L TYLER

Title: PARTNER

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On August 1, 2019, before me personally appeared Michael L Tyler, the Partner of ARIZONA BUSINESS ADVISORS, LLC, a(n) Arizona limited liability company, 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 on behalf of the limited liability company.



(Affix notary seal here)

Nancy J Knox  
Notary Public

EXHIBIT 1  
TO  
EIGHTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ARIZONA BUSINESS ADVISORS, LLC

[Scope of Work]

See following pages.

### **Scope of Work**

The Consultant will operate and manage the East Valley Institute of Technology (EVIT) business accelerator program (the "Program") designed as a support structure for existing and new businesses in Fountain Hills, as well as providing business interaction and work experience for the EVIT students. The Town Manager, or authorized designee, shall oversee and monitor the services provided under this Agreement.

### **Administration**

Consultant will focus on:

1. Attracting home-based businesses to take co-working space in the EVIT facility.
2. Providing business education and networking facilities for all businesses in Fountain Hills.
3. Providing free business assessments to businesses in the facility.
4. Serving as an available business/knowledge resource.
5. Working with businesses to develop and implement growth plans leading to increased employment and taxes.

### **Goals, Benchmarks, and Deliverables**

As this program represents a service to "startup" businesses, quantifiable goals are hard to set, but the following are achievement targets:

1. Secure 3-5 home-based and/or startup businesses to occupy space within the first 6 months and 6-8 within 12 months.
2. Hold bi-monthly activities for networking and business education.
3. Attempt to facilitate a membership model for businesses not interested in taking space.
4. Conduct an "open house" recruitment event in October and invite home-based businesses in Fountain Hills to participate, providing these groups and/or individuals an opportunity to experience the facility and potentially lease space and/or further utilize its services.

### **Reporting**

Consultant shall provide the Town with quarterly reports. Reports shall be submitted by the 10<sup>th</sup> day of October, January, April and July for fiscal year 2019-20. Quarterly reports shall include both financial and functional information including, but not limited to, progress towards goals, benchmarks, and deliverables (including the number of businesses occupying

the space, number and results of prospective businesses served, description and results of the networking and business education events conducted, and description and results of the "open house" event as appropriate). All reports shall be delivered to the Town Manager or authorized designee.