

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
J2 ENGINEERING AND ENVIRONMENTAL DESIGN, LLC**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is entered into as of April 17, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and J2 Engineering and Environmental Design, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement, dated June, 2, 2016, as amended by that First Amendment, dated April 6, 2017, and that Second Amendment, dated May 18, 2017 (collectively, the "Agreement"), for the Contractor to provide the Town with design and construction observation services for the Adero Canyon Trailhead (the "Services").

B. All capitalized terms not otherwise defined in this Third Amendment have the same meanings as contained in the Agreement.

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

D. The Town and the Contractor desire to enter into this Third Amendment to extend the term of the Agreement.

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 the Agreement. Notwithstanding any provision to the contrary, the Agreement shall remain in full force and effect until November 30, 2018 unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. This Amendment does not increase the not-to-exceed compensation to Consultant. The aggregate not-to-exceed compensation remains \$283,719.00 as authorized in the Second Amendment.

3. 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.

4. Non-Default. By executing this Third 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 Third 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 Third Amendment are forever waived.

5. 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.

6. Conflict of Interest. This Third 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 and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

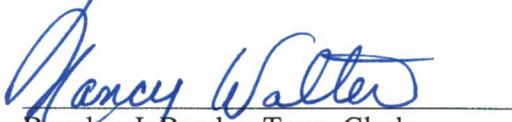
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation

CR
4/3/18


Grady E. Miller, Town Manager

ATTEST:

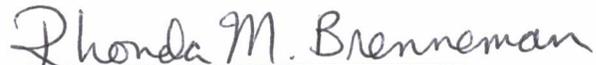

Bevelyn J. Bender, Town Clerk
Adding

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 3, 2018, 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.




Rhonda M. Brenneman
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

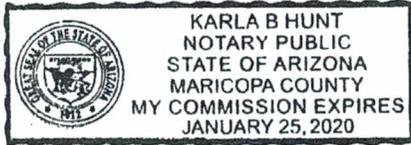
J2 ENGINEERING AND ENVIRONMENTAL DESIGN, LLC

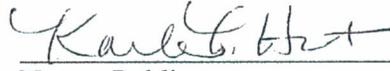
By: 
Name: Jeff Engelmann
Its: Vice President

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 2, 2018, before me personally appeared Jeff Engelmann the Vice President of J2 Engineering and Environmental Design, LLC, an Arizona limited liability company, 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 J2 Engineering and Environmental Design, LLC.




Notary Public

(Affix notary seal here)

“Contractor”

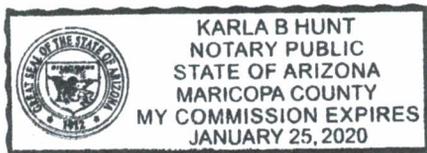
J2 ENGINEERING AND ENVIRONMENTAL DESIGN, LLC

By: 
Name: Jeff Engelmann
Its: Vice President

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 2, 2018, before me personally appeared Jeff Engelmann the Vice President of J2 Engineering and Environmental Design, LLC, an Arizona limited liability company, 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 J2 Engineering and Environmental Design, LLC.




Notary Public

(Affix notary seal here)

The following information is provided for your information only. It is not intended to be used as a substitute for professional advice. The information is provided as a service to our clients and is not intended to be used as a substitute for professional advice.

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