

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.**

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fourth Amendment") is entered into as of June 15, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement dated July 1, 2015, as amended by that First Amendment, dated March 17, 2016, that Second Amendment, dated June 2, 2016, and that Third Amendment, dated August 18, 2016 (collectively, the "Agreement"), for Consultant to provide on-call plan review and inspection services. All capitalized terms not otherwise defined in this Fourth Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional on-call plan review and inspection services by the Consultant are necessary (the "Additional Services").

C. The Town and the Consultant desire to enter into this Fourth Amendment to provide for the increase in compensation to the Consultant 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 Consultant hereby agree as follows:

1. Compensation. The Town shall increase the compensation to Consultant by \$15,000.00 for the Additional Services at the rates set forth in the Fee Proposal, attached to the Agreement as Exhibit B, resulting in an increase of the aggregate not-to-exceed compensation from \$144,950.00 to \$159,950.00.

2. 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.

3. Non-Default. By executing this Fourth Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Fourth 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 Fourth Amendment are forever waived.

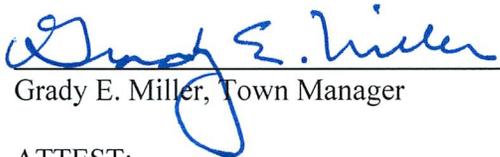
4. Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

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:

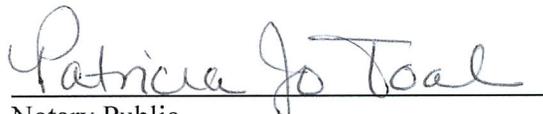

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 14, 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 Hill




Notary Public

(Affix notary seal here)

“Consultant”

BROWN & ASSOCIATES CERTIFIED
INSPECTION SERVICE, INC.,
an Arizona corporation

By: Malinda R. Brown

Name: MALINDA R. BROWN

Title: owner/secretary

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 2, _____, 2017, before me personally appeared Malinda R. Brown, the owner/secretary of BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC., an Arizona corporation, 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 corporation.

Steven M. Speer Jr.
Notary Public

(Affix notary seal here)

