

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS &  
THE CK GROUP, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered, as of November 14, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and The CK Group, Inc., an Arizona corporation (the "Consultant").

**RECITALS**

A. The Town and the Consultant entered into a Professional Services Agreement, dated April 18, 2018 (the "Agreement"), for the Consultant to provide the Town with design services with respect to traffic signal modernization (the "Services"). The Agreement was amended on August 3, 2018 to allow the Consultant to provide Additional Services and to extend the term of the Agreement until November 14, 2018 (the "First Amendment").

B. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as in the Agreement and the First Amendment.

C. The Town and the Consultant desire to enter into this Second Amendment to further 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 Consultant 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 1, 2019, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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 Second Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has it 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.

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 Second Amendment, the First Amendment, and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

6. Public Records. Consultant acknowledges that the Town is a public entity, subject to Arizona's public records law (A.R.S. § 39-121 et seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial process.

6.01 Trade Secrets Statement. If Consultant believes documents related to its work pursuant to the Agreement contain trade secrets or other proprietary data, Consultant must provide notice to the Town at the time the documents are provided to the Town and include with the notification a statement that explains and supports Consultant's claim. Consultant also must specifically identify the trade secrets or other proprietary data that Consultant believes should remain confidential.

6.02 Notice of Records Request. In the event the Town determines it is legally required to disclose any documents subject to a Trade Secrets Statement, as defined in section 6.01, the Town, to the extent possible in its sole and absolute discretion, will provide Consultant with prompt written notice by fax, email, or certified mail so that Consultant may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The written notice will include a time period for Consultant to seek court ordered protection or other legal remedies. If Consultant does not obtain such court ordered protection by the expiration of the time period, the Town may release the documents subject to the Trade Secrets Statement without further notice to Consultant.

[SIGNATURES ON FOLLOWING PAGES]

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

CF  
5/4/19

*Grady E. Miller*  
Grady E. Miller, Town Manager

ATTEST:

*Elizabeth A. Burke*  
Elizabeth A. Burke, Town Clerk

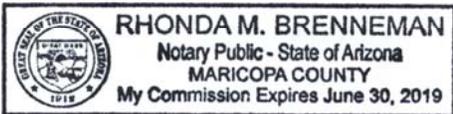
APPROVED AS TO FORM:

*Aaron D. Arnson*  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On May 7, 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.



*Rhonda M. Brenneman*  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]







