

**SEVENTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
JE FULLER/HYDROLOGY AND GEOMORPHOLOGY, INC.**

THIS SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Seventh Amendment”) is entered into as of execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and JE Fuller/Hydrology and Geomorphology, Inc., an Arizona corporation (the “Vendor”).

**RECITALS**

A. The Town and the Vendor entered into a Professional Services Agreement (the “Agreement”), dated April 24, 2019 (as amended), for the Consultant to provide engineering services (the “Services”). All capitalized terms not otherwise defined in this Seventh Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that it is necessary to extend the Agreement with the Vendor for Services.

C. The Town and the Vendor desire to enter this Seventh Amendment to amend the Agreement to (i) extend the term of the Agreement and (ii) provide compensation to the Consultant for the 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 Vendor hereby agree as follows:

1. **Term of Agreement.** The term of the Agreement is hereby extended until project completion.

2. **Compensation.** The Town shall pay Vendor an amount not to exceed **\$165,817** (including 15% owner’s contingency totaling \$21,628) for the Services attached as Exhibit D and incorporated by this reference.

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

5. Conflict of Interest. This Seventh Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]