



AMENDMENT No. 3
to
PROFESSIONAL SERVICES AGREEMENT
with
GUST ROSENFELD P.L.C.

This Amendment No. 3 to the Professional Services Agreement with Gust Rosenfeld P.L.C. (hereinafter this “**Third Amendment**”) is made and entered into on December 12, 2025 (the “**Effective Date**”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “**Town**”), and Gust Rosenfeld P.L.C., an Arizona professional limited liability company (the “**Firm**”). The Town and Firm are each individually a “**Party**,” and together they are the “**Parties**.”

RECITALS

A. On March 12, 2021, after a competitive procurement process, the Firm was selected to serve as Town Attorney for the Town, and the Town and Firm entered into Contract No. CON-21-162-ATY (the “**Original Agreement**”). The Original Agreement was amended on March 14, 2022, Contract No. CON-21-162-ATY-A1, to extend the term and to make other modifications (the “**First Amendment**”) and on March 15, 2023, Contract No. CON-21-162-ATY-A2 to modify the term and other provisions (the “**Second Amendment**,” together with the Original Agreement and the First Amendment, the “**Agreement**”).

B. The Town and Firm desire to amend the Agreement in order to modify the timing of annual increases to align with the fiscal year and to confirm extension of the Agreement for one year commencing on March 15, 2026.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions set forth herein, and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Firm hereby agree as follows:

1. **Introduction and Recitals.** The introduction and recitals set forth above form an integral part of this Agreement and are hereby incorporated as if fully set forth herein.
2. **Ratification of Agreement.** The Town and Firm hereby agree that except as expressly provided herein, the provisions of the Agreement shall be and remain in full force and effect, and that if any provision of this Third Amendment conflicts with the Agreement, then the provisions of this Third Amendment shall prevail.

3. Compensation. Paragraph 5.1. of the Agreement is hereby amended to read as follows (new text shown in double underline):

- 5.1. The Town shall pay the Firm for general municipal counsel services, as generally set forth in the Scope of Services above, and as more fully described in the RFP, a flat fee of \$258,000.00 annually for the first year of the Term, to be paid in equal installments of \$21,500 per month, payable in arrears, not later than 30 days after the date of the invoice from the Firm for the prior month's services. For subsequent years of the Term, the annual flat fee shall be increased on July 1 of each year by the percentage equal to the percentage increase approved for cost of living and merit increases for Town management employees for the then-current fiscal year, unless otherwise mutually agreed to by the Town and the Firm. Monthly amounts shall be prorated for partial months.

4. Conflict of Interest. All Town contracts are subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Third Amendment without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Third Amendment on behalf of the Town or any of its departments or agencies is or was, at any time while the Agreement or any extension of the Agreement, including this Third Amendment, is, in effect, an employee of the Firm in any capacity or a consultant to any other party with respect to the subject matter.

5. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Firm warrants and certifies that it does not currently, and agrees for the duration of the Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Firm becomes aware that it is not in compliance with this paragraph, the Firm shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Firm fails to provide a written certification that it has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on the contract termination date.

6. Notice of Extension. Pursuant to paragraph 3.2 of the Agreement, this Third Amendment shall be deemed (i) written notice of the Town's intent to extend the Term for an additional year and (ii) mutual agreement of the Town and the Firm as to the extension of the Term.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Deborah Robberson, Assistant Town Attorney

GUST ROSENFELD P.L.C.

By: Andrew McGuire, Member