



**SECOND AMENDMENT  
TO  
SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF PARADISE VALLEY  
AND  
SCUTARI AND CIESLAK, INC.**

THIS SECOND AMENDMENT TO THE SERVICES AGREEMENT (this “Second Amendment”) is entered into as of \_\_\_\_\_, 2024, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Scutari and Cieslak, Inc., d/b/a S+C Communications, whose principal place business is 4144 North 44th Street, Suite A-2, Phoenix, Arizona 85018 (the “Consultant” and collectively, the “Parties”).

RECITALS

A. The Town and the Consultant entered into the Services Agreement, Contract No. CON-21-157-TMG, dated February 16, 2021, for the Consultant to provide public relations and media services (the “Original Agreement”). The Original Agreement was amended on November 1, 2021 (the “First Amendment”), to increase the total compensation, extend the term to December 31, 2022, and allow for up to three mutually agreed upon one-year term extensions (Contract No. CON-21-157-TMG-A1). The Parties executed two one-year extensions dated November 1, 2022, and November 8, 2023. The Original Agreement, as modified by the First Amendment and as twice extended, is herein referred to as the “Agreement.”

B. The Town has determined that additional services by the Consultant are necessary (the “Additional Services”).

C. The Town and the Consultant desire to enter into this Second Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services, and (iii) provide for the increase in compensation to the Consultant.

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. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until December 31, 2025, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Scope of Work. The Consultant's Additional Services shall include the provision of (i) annual media training to Town staff, and (ii) three original social media posts to Town staff each week.

4. Compensation. Effective as of December 1, 2024, the Consultant's monthly retainer is increased by \$1,850.00 for services outlined in the Agreement and the Additional Services, resulting in an increase of the monthly retainer from \$4,150.00 to \$6,000.00.

5. Effect of Amendment. 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.

6. Non-Default. By executing this Second 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 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.

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

8. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, 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 Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that the Consultant 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 its termination date.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**“Town”**

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Andrew Ching, Town Manager

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew McGuire, Town Attorney  
Gust Rosenfeld, P.L.C.

**“Consultant”**

\_\_\_\_\_

a(n) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_