

## **First Amendment to Employee Staffing Agreement**

This First Amendment to the Employee Staffing Agreement (“First Amendment”) is entered into in the State of Arizona by and between **City of Douglas** (“Client”), and Educational Services, LLC, an Arizona limited liability company (“ESI”) (each individually a “Party” and collectively, the “Parties”), effective as of July 1, 2023 (“Effective Date”).

### **RECITALS**

WHEREAS, the Parties entered into an Employee Staffing Agreement dated July 1, 2022 (“Agreement”);

WHEREAS, all capitalized terms not otherwise defined in this First Amendment have the definitions set forth in the Agreement;

WHEREAS, the Term of the Agreement ends on June 30, 2023 but may be may be renewed annually upon mutual agreement of the Parties (with each one-year renewal being a successive “Term”); and

WHEREAS, as of the Effective Date, the Parties wish to renew the Term for one additional year.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the foregoing recitals are incorporated as if fully set forth herein, and further agree as follows:

1. Term of the Agreement: The Term of the Agreement is renewed for one year, as of the Effective Date.
2. Survival. All other provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the Parties have executed this First Amendment acknowledging and agreeing to its terms and conditions as of the Effective Date.

“Client”

EDUCATIONAL SERVICES, LLC

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

\_\_\_\_\_  
By: W. Andy Shirk

Its:\_\_\_\_\_

Its: President & CEO