

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF JEROME
AND
GUST ROSENFELD P.L.C.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of _____, 2025, between the Town of Jerome, 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 the only parties to this Agreement; they are referred to in this Agreement collectively as the “Parties,” and each individually as a “Party.”

RECITALS

- A. The Town desires to retain the Firm to act as its Town Attorney and to carry out the responsibilities of that position as they are described in the Jerome Town Code (the “Services”).
- B. The Firm desires to provide the Services, and possesses the skill and experience required to do so.

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 Firm hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 2026 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for successive one-year terms (each, a “Renewal Term”) if it is deemed in the best interest of the Town, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Firm shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement, and (B) any and all Firm claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. The Firm shall provide the Services as set forth in Section 3-2-3 of the Town Code. Specific duties shall include overseeing all legal services provided to the Town, approving the

form of all legal documents, and providing advice to the Mayor, the Town Council, the Town Manager, and the heads of Town departments subject to the direction of the Town Manager. The Firm shall be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Firm. Public finance services, which include serving as bond or underwriters' council or preparing WIFA opinions, are excluded from the Services unless agreed in advance and governed by a separate agreement.

3. Standard Response Times. The Firm will endeavor to review all Town communications within 24 hours to determine the urgency of the subject matter. For emergency matters, the Town will contact the Firm by phone in addition to email, and the Firm will respond as soon as possible with the expectation of a same-day response. In general, the Town will expect a response in 48 hours or less for items the Town has communicated to be urgent but falling short of emergencies, and in 3-5 working days for routine matters.

4. Compensation.

4.1 Hourly Rate. The Town shall pay the Firm at a rate of \$250 per hour for attorneys and \$125 for paralegals, with the expectation that the Town will require approximately 20 hours of Services per month. Should the workload regularly or significantly exceed this level, the Parties will consult in good faith to determine whether a separate rate should be established for hours exceeding 20 per month.

4.2 Payments. The Town shall pay the Firm upon the presentation of invoices for services rendered, payable in arrears not later than 30 days after the date of the invoice from the Firm for the prior month's services.

4.3 Timekeeping. Each monthly invoice shall document and itemize legal work completed during that month.

5. Firm Personnel.

5.1 Town Attorney. John Gaylord shall serve as Town Attorney; he shall manage the Services and shall be the Town's primary contact with the Firm.

5.2 Additional Attorneys. The Firm shall provide an adequate number of experienced personnel capable of and devoted to the successful performance of the Services under this Agreement. Michael C.S.J. Goodman and Nathan Schott shall be the primary backup attorneys, and other Firm attorneys, including Andrew McGuire, shall provide support where needed and appropriate based on their respective areas of expertise. Dina Horsman (paralegal) shall provide direct support for public record request processing, when requested.

5.3 Replacement Personnel. The Firm agrees that the Town Attorney will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Firm shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Firm; however, any reuse without written verification or adaptation by the Firm for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to the Firm.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Firm's performance. The Firm shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses. The Firm shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Firm. The Town has no obligation to provide the Firm, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

9. Materials; Equipment. The Firm shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

10. Performance Warranty. The Firm warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the legal profession practicing under similar circumstances at the same time and in the same locality.

11. Insurance.

11.1 For the duration of the Term of this Agreement, Firm shall procure and maintain insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of all work pursuant to this Agreement. Such insurance shall cover Firm, its agent(s), representative(s), or employee(s).

11.2 Minimum Scope and Limit of Insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Town does not warrant that the minimum limits contained herein are sufficient to protect the Firm from liabilities that might arise out of the performance of the work under this Agreement, and the Firm is free to purchase additional insurance as many be determined to be necessary.

11.3 Commercial General Liability (CGL). Insurance with limits of no less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, and a separation of insurance provision.

11.4 Automobile Liability. A business auto policy providing a liability limit of at least \$2,000,000 per accident and covering owned, non-owned and hired automobiles.

11.5 Workers' Compensation. The Firm must maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Firm's employees engaged in the performance of work or services under this Agreement, and must also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. Policy shall contain a waiver of subrogation against Town and Additional Insureds.

11.6 Professional Liability. Firm must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Firm, or anyone employed by Firm, or anyone for whose acts, mistakes, errors and omissions Firm is legally liable, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.

11.7 Endorsements. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

A. The Town, its officers, officials, employees and volunteers are to be covered as additional insureds of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work pursuant to this Agreement. Such liability may arise, but is not limited to, liability for work performed by Firm or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Firm.

B. For any claims related to this Project, the Firm's insurance coverage shall be primary insurance with respect to the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the Firm's insurance and shall not contribute with it.

C. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the Town.

11.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-, unless the Firm has obtained prior approval from the Town stating that a non-conforming insurer is acceptable to the Town.

11.9 Waiver of Subrogation. Firm hereby agrees to waive its rights of subrogation which any insurer may acquire from Firm by virtue of the payment of any loss. Firm agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Firm, its employees, agent(s) and subcontractor(s).

11.10 Verification of Coverage. Within 15 days of the Effective Date of this Agreement or before work begins, whichever is earlier, Firm shall furnish the Town with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. The Town reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term or any Renewal Term.

11.11 Firm's Failure to Obtain. Firm's failure to obtain or submit required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Firm to comply with the terms and conditions of the Agreement.

11.12 Subcontractors. Firm shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

12. Termination; Cancellation. The Town may, by written notice to the Firm as set forth in this Section, terminate this Agreement in whole or in part.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Firm of written notice by the Town. Upon termination for convenience, the Firm shall be paid for all undisputed Services performed to the termination date.

12.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies available to it at law or in equity, including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, the Town shall make payment to the Firm for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. The Town may terminate this Agreement upon 30 days' written notice to the Firm in the event that the Services are permanently abandoned. If the Firm abandons the Services without the consent of the Town, the Firm shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to (A) the difference between the cost of a replacement Firm to complete the Services and the contract price for the Firm under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Firm. The Town shall use its best efforts to replace the Firm within a reasonable time.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement 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 Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Firm, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Firm or any agent or representative of the Firm to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Firm an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Firm informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Firm hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this Section.

12.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Firm shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both Parties at the time of termination). Such termination shall not relieve the Firm of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Firm will be without liability or legal exposure to the Firm. The Firm shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

13. Suspension of Work.

13.1 Order to Suspend. The Town may, for its convenience, order the Firm, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

13.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension or

modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Firm, or (B) for which a change order is executed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Firm acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Firm, its employees, and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of the Firm, its employees, or subcontractors. The Firm, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Firm meets the requirements of its agreed Scope of Work as set forth in Section 2. The Firm is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Firm do not intend to, nor will they, combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

14.3 Laws and Regulations. The Firm shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Firm is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Firm.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement that may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made

by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting and reviewing of, and entry into, this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Firm without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Firm in violation of this provision shall be a breach of this Agreement by the Firm.

14.9 Subcontracts. No subcontract shall be entered into by the Firm with any other Party to furnish any of the material or services specified herein without the prior written approval of the Town. The Firm is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by the Firm.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for Services, shall not release the Firm from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Firm any amounts the Firm owes to the Town for damages that have been reduced to a judgment resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Firm any amounts the Firm owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection:

If to the Town: Town of Jerome
600 Clark Street 89A
Jerome, Arizona 86331-0335
Attn: Brett Klein, Town Manager

If to the Firm: Gust Rosenfeld P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: John Gaylord

Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Firm shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform the Firm's duties under this Agreement. Persons requesting such information should be referred to the Town. The Firm also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Firm as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Firm and its subcontractors are complying with the warranty under subsection 13.17, the Firm's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Firm's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Firm's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17.

14.17 E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Firm and its subcontractors warrant compliance with all federal immigration laws and regulations

that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Firm's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

14.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

14.19 Conflicting Terms. [Reserved]

14.20 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

14.21 Meaning of Terms. References made in the singular shall include the plural, and the masculine shall include the feminine or the neuter.

14.22 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

14.23 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 that it will not for the duration of this Agreement 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, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

14.24 Excluded Terms. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as "clickwrap" or "clickthrough" terms when using or attempting to use a site or service, are not binding upon the Town.

14.25 Licensing and Registration. The Firm warrants that it is registered with the Arizona Corporation Commission to do business in Arizona and, upon request, will provide proof thereof to the Town.

14.26 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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

“TOWN”

TOWN OF JEROME,
an Arizona municipal corporation

Christina “Alex” Barber, Mayor

ATTEST:

Brett Klein, Town Clerk

“FIRM”

GUST ROSENFELD P.L.C.,
an Arizona professional limited liability
company

By: _____
Name: John A. Gaylord
Title: Member

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF JEROME
AND
GUST ROSENFELD P.L.C.

[Firm's Letter of Engagement]

See following pages.