

## EXHIBIT D

### ADDENDUM to the AGREEMENT FOR STAFFING SERVICES Between Employment Staffing Services and the City of San Luis

1. The parties agree to amend the Agreement to add the following provisions for termination without cause under paragraph #6. a):  
  
“b). Upon termination for no cause the Worker will be paid the sum of \$31,500.00 together with any other rights to compensation or benefits to which the Worker may have under this Agreement or law.”

2. The parties agree to amend the Agreement to add the following provisions for termination with cause under paragraph #6. b):

“f. If there is pendency of any proceedings against Worker which could result in the loss of a license to practice law in the State of Arizona.”

3. The parties agree to amend the Agreement to add the following provision.

“31. The duties of Worker are as follows:

Worker shall perform the duties of City Prosecutor which shall be those duties normally performed by municipal prosecutors in the State of Arizona, including, but not limited to prosecution of all misdemeanor criminal cases, civil traffic offenses and city code violations occurring within the City of San Luis, Arizona. Additionally, Worker shall prosecute all violations of probation arising in the Municipal Court of the City of San Luis. Also, the Worker will prepare training materials and serve as instructor to the San Luis Police Department in matters relating to the proper performance of law enforcement within the City of San Luis. Worker shall serve the City diligently and according to his best professional and personal abilities in all respects, and generally do all things for the best interests of the City that are usually done by persons occupying his position as City Prosecutor of a municipality in the State of Arizona. Worker is an attorney in good standing with the Supreme Court of the State of Arizona.”

4. The parties agree to amend the Agreement to add the following provision.

“32. The Client will provide Continuing Legal Education costs and expenses to the Worker.”

5. The parties agree to amend the Agreement to add the following provision.

“33. The Client (City of San Luis) understands that the Client will pay the ASRS-ACR penalty directly to ASRS which is 9.36% of the gross salary calculated for 12 months at \$11,700.00.”