

**FIRST AMENDMENT
TO
CONTRACT NO. C2016-160
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
AUTHORIZED PUMP SYSTEMS, INC.**

THIS FIRST AMENDMENT TO CONTRACT NO. C2016-160 (this “First Amendment”) is entered into as of March 22, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Authorized Pump Systems, Inc., an Arizona corporation (the “Contractor”).

RECITALS

A. The Town issued Request for Quotation C2016-160 (the “QSP”) seeking bids from contractors for irrigation pump station maintenance and repair. The Contractor responded to the QSP and the Town and Contractor entered into Contract No. C2016-160, dated October 5, 2015, for the provision of the Services (the “Contract”), a true and correct copy of which is on file with the Town Clerk. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Contract.

B. The Town has determined that it is necessary for Contractor to perform additional Services (the “Additional Services”).

C. The Town and the Contractor desire to enter into this First Amendment to provide for the increase in compensation to the Contractor for the Additional Services.

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 Contractor hereby agree as follows:

1. Compensation. The Town shall pay Contractor not more than \$7,500.00 per renewal term for the Additional Services, (i) increasing the annual not-to-exceed amount from \$4,360.00 to \$11,860.00 for the first renewal term and the second renewal term, if any, and (ii) increasing the aggregate not-to-exceed compensation for the entire Term, from \$13,080.00 to \$28,080.00.

2. Effect of Amendment. In all other respects, the Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

4. Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

5. Conflict of Interest. This First Amendment and the Contract may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[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 FOUNTAIN HILLS,
an Arizona municipal corporation

CR 4/5/17 Grady E. Miller
Grady E. Miller, Town Manager

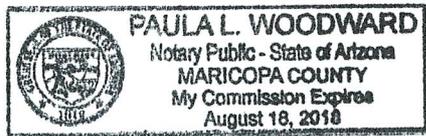
ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 10, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



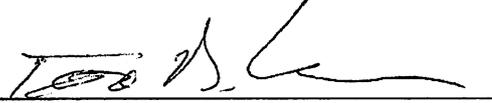
Paula L. Woodward
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

AUTHORIZED PUMP SYSTEMS, INC.,
an Arizona corporation

By: 

Name: ROD BAKER

Title: Pres.

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On MARCH 30TH, 2017, before me personally appeared ROD BAKER, the PRESIDENT of AUTHORIZED PUMP SYSTEMS, INC., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.


Notary Public

(Affix notary seal here)

