

**SECOND AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
PIPELINE VIDEO INSPECTION L.L.C.**

THIS SECOND AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "Second Amendment") is entered into as of July 25, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Pipeline Video Inspection L.L.C., an Arizona limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona ("Mesa") entered into Contract No. 2015272, dated September 1, 2015, as amended by Amendment Number 1 on August 17, 2016, and renewed on September 1, 2016, with the Contractor for the Contractor to provide vector services (collectively, the "Mesa Contract").

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated September 15, 2016 (the "Initial Agreement"), based upon the Mesa Contract, for the Contractor to provide the Town with vector services (the "Services").

C. The Initial Agreement was amended once on May 18, 2017, to purchase additional Services and increase Contractor's compensation ("First Amendment"). The Initial Agreement and the First Amendment are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Second Amendment have the same meanings as set forth in the Agreement.

D. The Town has determined that additional Services by the Contractor are necessary (the "Additional Services").

E. The Town and the Contractor desire to enter into this Second 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 increase the compensation to Contractor by not more than \$4,460.15, for the Additional Services at the rates set forth in the Mesa Contract, for

the Initial Term, (i) increasing the not-to-exceed amount from \$60,000.00 to \$64,460.15 and (ii) increasing the aggregate not-to-exceed compensation for the entire Term, from \$240,000.00 to \$244,460.15.

2. Effect of Amendment. In all other respects, 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.

3. Non-Default. By executing this Second 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 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.

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

[SIGNATURES ON FOLLOWING PAGES]

