

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

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of May 18, 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, 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 "Agreement"), based upon the Mesa Contract, for the Contractor to provide the Town with vector services (the "Services"). All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.

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

D. 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 increase the compensation to Contractor by not more than \$10,000.00 for the Additional Services at the rates set forth in the Mesa Contract, for the Initial Term and each Renewal Term, if any, (i) increasing the annual not-to-exceed amount from \$50,000.00 to \$60,000.00 and (ii) increasing the aggregate not-to-exceed compensation for the entire Term, from \$200,000.00 to \$240,000.00.

FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF BOUNTAIN HILLS
AND
PIPERLINE VIDEO ILLUSTRATION LLC

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of May 18, 2016, between the Town of Mountain Hills, an Arizona municipal corporation (the "Town"), and Pipeline Video Illustration LLC, an Arizona limited liability company (the "Contractor").

ARTICLE 2

A. After a competitive procurement process, the City of Mountain Hills ("City") entered into Contract No. 2015273, dated September 1, 2015, as amended by Amendment Number 1 on August 17, 2016, with the Contractor, as the Contractor to provide video services (collectively, the "Contract").

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated September 15, 2016 (the "Agreement") based upon the Master Contract for the Contractor to provide the Town with video services (the "Services"). All capitalized terms not otherwise defined in the First Amendment have the same meaning as contained in the Agreement.

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

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

ACKNOWLEDGMENT

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 considerations, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

Compensation. The Town shall increase the compensation to Contractor by not more than \$10,000.00 for the Additional Services at the rates set forth in the Master Contract for the initial Term and each Renewal Term, if any: (i) increasing the annual not-to-exceed amount from \$20,000.00 to \$30,000.00 and (ii) increasing the aggregate not-to-exceed amount for the entire Term from \$200,000.00 to \$340,000.00.

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 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 Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.


4. Conflict of Interest. This First Amendment and the Agreement 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



Grady E. Miller, Town Manager

ATTEST:



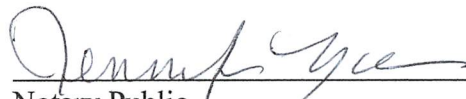
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 17th, 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.





Notary Public

(Affix notary seal here)

"Contractor"

PIPELINE VIDEO INSPECTION L.L.C.,
an Arizona limited liability company

By: 

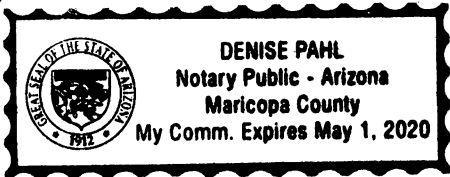
Name: CHRIS BARTON

Title: CFO

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 8th, 2017, before me personally appeared Chris Barton, the CFO of PIPELINE VIDEO INSPECTION L.L.C., an Arizona limited liability company, 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 limited liability company.




Notary Public

(Affix notary seal here)