

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO CONTRACT No. C2018-020 is made and entered into effective as of the 18 day of October 2017 (the "Effective Date"), by and between the Town of Fountain Hills, Arizona, an Arizona municipal corporation ("Town"), and Cecil B. Patterson, an individual ("Consultant"). Consultant and Town are sometimes referred to in this First Amendment collectively as the "Parties" and each individually as a "Party."

### RECITALS:

A. Pursuant to Section 7.1 of the Town Procurement Policy and 3-3-26 of the Town Code, the Town and Consultant entered into Contract No. 2018-020, dated June 13, 2017, for Consultant to review materials and determine an ethics complaint filed against a member of the Town Council (the "Original Agreement"), a true and correct copy of which is on file with the Town Clerk. All of the capitalized terms not otherwise defined in this First Amendment have the same meanings as defined in the Agreement.

B. The Parties now desire to amend the Original Agreement upon the terms and conditions contained in this First Amendment.

### AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Original Agreement as follows:

1. Extension. Section 1 of the Original Agreement, *Term of Agreement*, is amended to provide that the Agreement shall be renewed for a period of one (1) year, commencing on October 18, 2017 and continuing until October 17, 2018.
2. Scope of Work. Section 2 of the Original Agreement, *Scope of Work*, is amended to provide that the Consultant shall review materials and determine such ethics complaints Town may, from time to time, request Consultant to review and determine.
3. Compensation. Section 3 of the Original Agreement, *Compensation*, is amended to provide that Consultant will continue to be compensated at an hourly rate of \$275.00 for services performed pursuant to this agreement, not to exceed an additional contract amount of \$10,000.00 and a cumulative contract amount of \$13,500.00. (\$10,000.00 added by this First Amendment to the Original Contract of \$3,500.00.)
4. Non-Default. By executing this First Amendment, the Consultant 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.

5. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.
6. Reaffirmation of Original Agreement. Except as amended by this First Amendment, the Original Agreement shall remain in full force and effect. In the event of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall prevail.
7. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Amendment may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date set forth above.

**Town of Fountain Hills, an Arizona Municipal Corporation**

By:   
Its: Town Manager

ATTEST:

  
Town Clerk

REVIEWED AS TO FORM BY:

  
Attorney for the Town

**Cecil B. Patterson**

By:   
Date: 10/25/17

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