

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is effective as of September 1, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation (the "Consultant").

RECITALS

- A. The Town and the Consultant entered into a Professional Services Agreement dated July 1, 2018 (the "Agreement"), for Consultant to provide on-call plan review and inspection services. All capitalized terms not otherwise defined in this First Amendment have the same meanings as contained in the Agreement.
- B. The Town has determined that additional on-call plan review and inspection services by the Consultant are necessary (the "Additional Services").
- C. The Town and the Consultant desire to enter into this First Amendment to provide for the increase in compensation to the Consultant 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 Consultant hereby agree as follows:

- 1. Compensation. The Town shall increase the compensation to Consultant by \$45,000.00 for the Additional Services at the rates set forth in the Fee Proposal, attached to the Agreement as Exhibit B, resulting in an increase of the aggregate not-to-exceed compensation from \$15,000.00 to \$60,000.00.
- 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 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.

- 4. Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement 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 Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

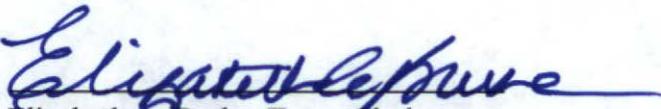
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**"Town"**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
 \_\_\_\_\_  
 Grady E. Miller, Town Manager

ATTEST:

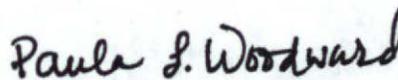
  
 \_\_\_\_\_  
 Elizabeth A. Burke, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
   ) ss.  
 COUNTY OF MARICOPA    )

On October 3, 2018, 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.

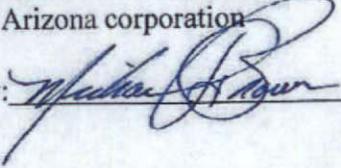


  
 Notary Public

(Affix notary seal here)

**"Consultant"**

BROWN & ASSOCIATES CERTIFIED  
INSPECTION SERVICE, INC.,  
an Arizona corporation

By: 

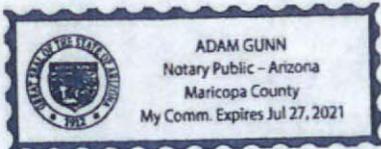
Name: Michael J. Brown

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On September 20, 2018, before me personally appeared Michael J. Brown, the owner of BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICE, 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)