

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ART HINES AQUATICS, LLC**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of June 29, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Art Hines Aquatics, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement dated July 1, 2015, for the Contractor to provide cleaning, chemicals and maintenance of fountains A, B, C, D, F and the Sip-N-Splash located in the median areas along Avenue of the Fountains (the "Agreement") known as the "Avenue Plaza." 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 services by the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement (ii) modify the scope of work to include the Additional Services and (iii) 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. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Contractor shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to Contractor by \$9,900.00 for the Additional Services at the rates set forth in the Additional Fee Proposal, attached hereto as a part of Exhibit 1, resulting in an increase of the aggregate not-to-exceed compensation from \$9,900.00 to \$19,800.00.

4. 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.

5. 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.

6. 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:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 6, 2016, 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.



(Affix notary seal here)

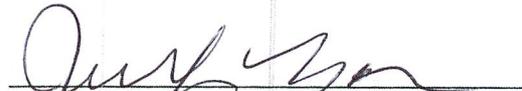

Notary Public

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ART HINES AQUATICS, LLC

[Additional Scope of Work and Fee Proposal]

See following page.

Art Hines Aquatics, LLC

4901 E. Falcon Dr., #103, Mesa, AZ 85215

Phone: 480-577-3640 Fax: 480-854-3593 Email: aehinesjr@yahoo.com

June 13, 2016

To: Jennifer Lyons
Town of Fountain Hills
16705 E Avenue of the Fountains
Fountain Hills, Arizona 85268
480-816-5148

From: Art Hines
480-577-3640

Project: Avenue of the Fountains Maintenance Proposal

Scope of Work

- Weekly cleaning, skimming, and brushing
- Quarterly draining and deeper cleaning or as needed
- Filter cartridge replacement and cleaning (filter cartridges to be supplied by Town)
- Weekly chemicals, to be supplied by Art Hines Aquatics
- Pump/fountain repairs as needed (parts to be supplied by Town)
- 12 month duration—July 1, 2016 to June 30, 2017

NOTE:

1. Asking for town personal help with the animal droppings on fountain tops and around fountains.
2. Construction south of avenue is affecting fountains at water level and above.

Cost: \$825.00 per month (for a total of \$9,900.00 for 12 months)

Art Hines
Art Hines Aquatics, LLC