

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ROADSAFE TRAFFIC SYSTEMS, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of November 17, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Roadsafe Traffic Systems, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, Arizona (the "County") entered into Contract No. 11087-S, dated November 2, 2011, and amended on November 20, 2014, with the Contractor for the Contractor to provide temporary traffic control services (collectively, the "County Contract").

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated September 9, 2015 (the "Agreement"), based upon the County Contract, for the Contractor to provide the Town with temporary traffic control services (the "Materials and 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 Materials and Services by the Contractor are necessary (the "Additional Materials and Services").

D. The Town and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Contractor for the Additional Materials and 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 the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until November 30, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall increase the compensation to Contractor by \$20,000.00 for the Additional Materials and Services at the rates set forth in the County

Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$29,000.00 to \$49,000.00.

3. 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.

4. 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.

5. 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.

6. 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]

