

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

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is entered into as of June 12, 2017, 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, as amended by that First Amendment, dated June 29, 2016 (collectively, the "Agreement"), 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 known as the "Avenue Plaza." All capitalized terms not otherwise defined in this Second Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional services are necessary in connection with the Agreement (the "Additional Services").

C. The Town and the Contractor desire to amend the Agreement 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.

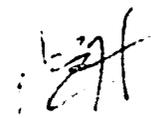
AGREEMENT

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 through August 31, 2017.

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 \$2,850.00, for the Additional Services at the rates as set forth in the Additional Fee Proposal, attached hereto as part of **Exhibit 1**, resulting in an increase of the aggregate not-to-exceed compensation from \$19,800.00 to \$22,650.00.



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 Second 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 Second 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 Second Amendment are forever waived.

6. Israel. Contractor 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.

7. Conflict of Interest. This Second Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

A handwritten signature in black ink, appearing to be 'AET', is written on the right side of the page.

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

CA 6/15/17

Grady E. Miller
Grady E. Miller, Town Manager

ATTEST:

Nancy Datta
Nancy Datta, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 28, 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.



Jennifer Lyons
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT 1
TO
SECOND 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

May 25, 2017,

To: Jennifer Lyons
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

From: Art Hines
480-570-9348

Project: Avenue of the Fountains & City Hall Fountains Maintenance Proposal

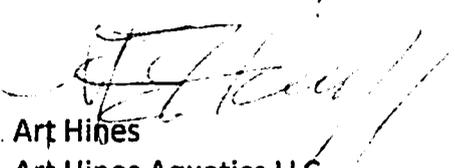
Scope of Work:

- 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 supplied by Town)
- 12 month duration from July 1, 2017 to June 30, 2018

Note:

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

Cost: \$1425.00 per month (for a total of \$17,100.00 for 12 months)


Art Hines
Art Hines Aquatics LLC

