

**FIRST AMENDMENT
TO
CONTRACT NO. C2016-127
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ASEA 2, LLC**

THIS FIRST AMENDMENT TO CONTRACT NO. C2016-127 (this “First Amendment”) is made as of June 1, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and ASEA 2, LLC, an Arizona limited liability company (the “Contractor”).

RECITALS

A. The Town issued Request for Quotation C2016-127 (the “QSP”) seeking bids from contractors to perform printing and mailing services for “In the Loop” publication (the “Services”). The Contractor responded to the QSP and the Town and Contractor entered into Contract No. C2016-127, dated July 16, 2015, for the provision of the Services (the “Contract”), 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 Contract.

B. Effective December 1, 2016, the Town revised its Procurement Policy, increasing the amount for small informal purchases from \$29,999.00 to \$49,999.00.

C. The Town has determined that it is necessary for the Contractor to perform additional services for the Fall 2017 publication (the “Additional 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 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 to amend the Contract as follows:

1. Term. The term of the Contract is hereby extended through August 31, 2017.
2. Compensation. The Town shall increase the compensation to Contractor by not more than \$9,000.00, for the Additional Services at the rates set forth in the Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$29,999.00 to \$38,999.00.

3. Effect of Amendment. In all other respects, the Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract 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 Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this First Amendment are forever waived.

5. 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” of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

6. Conflict of Interest. This First Amendment and the Contract may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller

Grady E. Miller, Town Manager

SR
6/1/17

ATTEST:

Bevelyn J. Bender

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 7, 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.



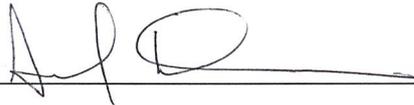
Jennifer Lyons
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

ASEA 2, LLC
an Arizona limited liability company

By: 

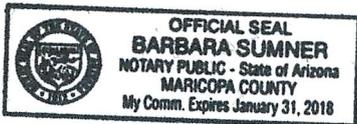
Name: Andrew Dickerson

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 31st, 2017, before me personally appeared Andrew Dickerson, the President of ASEA 2, LLC an Arizona limited liability company, 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 limited liability company.




Notary Public

(Affix notary seal here)