

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SAFFIRE LLC**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of August 23, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Saffire LLC, a Texas limited liability company (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement, dated December 1, 2015 (the "Agreement"), for Consultant to (i) create a tourism website utilizing a content management system ("CMS") as well as a customer relationship management system ("CRM") to engage visitors, connect with local tourism partners and events and ultimately increase tourism in the Town (the "Implementation Services") and (ii) provide ongoing monthly licensing, site hosting, monitoring, support, backup and recovery, change management, technology upgrades, training and maintenance (the "Ongoing 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 Ongoing Services by the Consultant are necessary.

C. The Town and the Consultant 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 Consultant for the Additional Ongoing 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. Term of Agreement. The term of this Agreement is hereby extended and shall remain in full force and effect until November 30, 2018, unless terminated as otherwise provided in this Agreement. After the expiration of this renewal term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and

(iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The initial term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Compensation. The Town shall increase the compensation to Consultant by an annual amount not to exceed \$5,400.00 for the Additional Ongoing Services, resulting in an increase of the aggregate not-to-exceed compensation for the entire Term, from \$27,100.00 to \$43,300.00.

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 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.

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]

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

CR  
8/24/17

Grady E. Miller  
Grady E. Miller, Town Manager

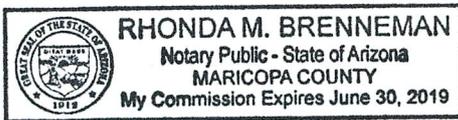
ATTEST:

Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On August 25, 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.



Rhonda M. Brenneman  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Consultant”

SAFFIRE LLC,  
a Texas limited liability company

By: [Signature]

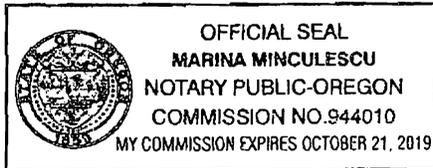
Name: Aaron Pederson

Title: President

(ACKNOWLEDGMENT)

STATE OF OR  
COUNTY OF Washington

On August 24<sup>th</sup>, 2017, before me personally appeared AARON PEDERSON, the President of SAFFIRE LLC, a Texas 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.



(Affix notary seal here)

[Signature]  
Notary Public