

**FIRST AMENDMENT
TO
CONTRACT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ELCO ENTERPRISES, INC.**

THIS FIRST AMENDMENT TO CONTRACT (this "First Amendment") is entered into as of May 21, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Elco Enterprises, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Contract, dated March 24, 2016, as amended by that certain Change Order No. 1, dated November 29, 2016 (collectively, the "Agreement"), for the Contractor to provide the Town with painting services on an as-required basis (the "Materials and Services").

B. 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 from the Contractor are necessary (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. Compensation. The Town shall pay Contractor \$10,000 for the Additional Services at the rates set forth in the Agreement, resulting in an increase of the aggregate not-to-exceed compensation from \$25,000 to \$35,000.

2. 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. 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.

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

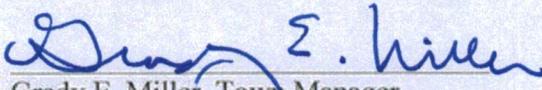
[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation

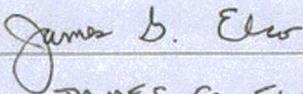
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5/21/18


Grady E. Miller, Town Manager

Town Attorney Approval: 8325150

"Contractor"

ELCO ENTERPRISES, INC.
an Arizona corporation

By: 

Name: JAMES G. ELCO

Its: President - Elco Enterprises, Inc.