

**FIRST AMENDMENT
TO
CONTRACT NO. C2017-010
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
KERN ENTERTAINMENT, LLC**

THIS FIRST AMENDMENT TO CONTRACT NO. C2017-010 (this “First Amendment”) is made as of July 24, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Kern Entertainment, LLC, an Arizona limited liability company (the “Vendor”).

RECITALS

A. The Town issued Request for Quotation C2017-010 (the “QSP”) seeking bids from vendors to provide high-quality, competitively-priced, stage rental services for professional events (the “Services”). The Vendor responded to the QSP and the Town and Vendor entered into Contract No. C2017-010, dated June 27, 2016, 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 Vendor to provide additional services (the “Additional Services”).

D. The Town and the Vendor 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 Vendor 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 Vendor hereby agree to amend the Contract as follows:

1. Term. The term of the Contract is hereby extended through June 30, 2018.
2. Compensation. The Town shall increase the compensation to Vendor by not more than \$35,001.00, for the Additional Services at the rates set forth in the Contract, resulting in an increase of the aggregate not-to-exceed compensation from \$4,999.00 to \$40,000.00.

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 Vendor 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.

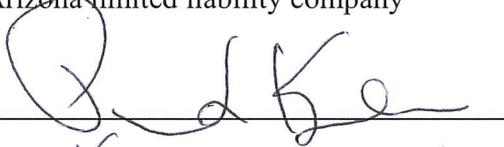
5. Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a “boycott” of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

[SIGNATURES ON FOLLOWING PAGES]

“Vendor”

KERN ENTERTAINMENT, LLC,
an Arizona limited liability company

By: 

Name: Kern Entertainment LLC

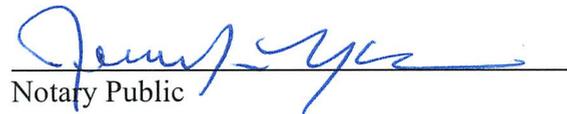
Title: Pres/Owner

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 24, 2017, before me personally appeared Phyliss Kern, the President/Owner of KERN ENTERTAINMENT, 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)