

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FOUNTAIN HILLS SISTER CITIES CORPORATION**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of July 1, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Fountain Hills Sister Cities Corporation, an Arizona nonprofit corporation (the "Consultant").

RECITALS

A. The Town and the Consultant entered into a Professional Services Agreement, dated July 1, 2018 (the "Original Agreement") for the Consultant to provide programming and consultation on sister cities programs, as needed by the Town (the "Services"). The Original Agreement and this First Amendment are collectively referred to herein as the "Agreement." 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 Services from the Consultant are necessary (the "Additional Services").

C. The Town and the Consultant desire to enter this First Amendment to (i) extend the Term of the Agreement, (ii) modify the payment provision, and (iii) provide for compensation for the Consultant to perform 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 Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall pay the Consultant an amount not to exceed \$10,000.00 for the Additional Services.

3. Payments. The Town shall pay the Consultant a lump sum of \$10,000.00 within thirty (30) days after execution of this Agreement.

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 First Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has it 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.

6. 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.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

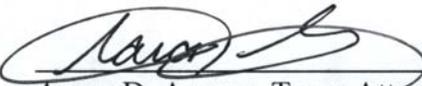
CR  
7/29/19

  
Grady E. Miller, Town Manager

ATTEST:

  
Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
  ) ss.  
COUNTY OF MARICOPA )

On July 29, 2019, 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.



(Affix notary seal here)

  
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**“Consultant”**

FOUNTAIN HILLS SISTER CITIES CORPORATION,  
a(n) Arizona corporation

By: Carol J Carroll

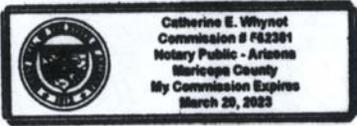
Name: CAROL J CARROLL

Title: President

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On July 24, 2019, before me personally appeared Carol J. Carroll, the President of FOUNTAIN HILLS SISTER CITIES CORPORATION, a(n) Arizona corporation, 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 corporation.



Catherine E Whynot  
Notary Public

(Affix notary seal here)