

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
D.H. PACE COMPANY, INC.**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of April 15, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and D.H. Pace Company, Inc., a Delaware corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, 1 Governmental Procurement Alliance ("1GPA") entered into Contract No. 14-205P, dated November 25, 2014, and extended on September 27, 2018, for the Contractor to provide locks, door hardware, and related parts and services (the "1GPA Contract").

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement dated August 2, 2016, based upon the 1GPA Contract (the "Agreement"), for the Contractor to provide the Town with locks, door hardware, and related parts and services (the "Services and Materials").

C. The Town has determined that additional Services and Materials (the "Additional Services and Materials") are necessary.

D. The Town and the Contractor desire to enter into this First Amendment to increase the compensation authorized by the Agreement for the Additional Services and Materials and to extend the term of the Agreement.

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. Term. The term of the Agreement is extended to November 25, 2019.
2. Compensation. The Town shall increase the compensation to Contractor by not more than \$15,000.00 for the Additional Services and Materials at the rates set forth in the 1GPA

Contract and incorporated herein by reference, resulting in an increase of the aggregate not-to-exceed compensation from \$20,000.00 to \$35,000.00.

3. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
 4711 East Falcon Drive, Suite 111
 Mesa, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Contractor: D.H. Pace Company, Inc.
 616 West 24th Street
 Tempe, Arizona 85282
 Attn: Michael Waldron, Senior Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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 Contractor 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.

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 cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

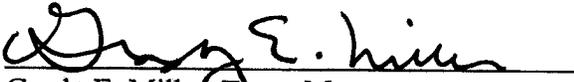
[SIGNATURES ON FOLLOWING PAGES]

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

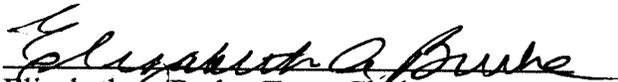
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

CR
4/16/19


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

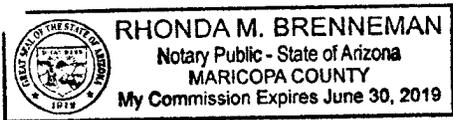
APPROVED AS TO FORM:

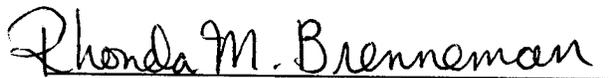

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On April 16, 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.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

D.H. PACE COMPANY, INC.
a(n) Delaware corporation

By: 

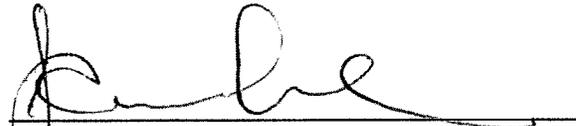
Name: Michael Waldron

Title: Sr. Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On APRIL 15TH, 2019, before me personally appeared MICHAEL WALDRON, the SR VICE PRESIDENT of D.H. PACE COMPANY, INC., a(n) Delaware 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.


Notary Public

(Affix notary seal here)

4812-1376-9364 v.1

