

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
VISUS ENGINEERING CONSTRUCTION, INC.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “First Amendment”) is entered into upon execution, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”) and Visus Engineering Construction, Inc., an Arizona corporation (the “Vendor”).

RECITALS

A. The Town and the Vendor entered into a Professional Services Agreement (the “Agreement”), dated May 20, 2024, for the Consultant to provide “On Call Storm Clean Up” (the “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 it is necessary to increase funds on the Agreement with the Vendor for Services.

C. The Town and the Vendor desire to enter this First Amendment to amend the Agreement to provide compensation to the Consultant for the 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 as follows:

1. **Compensation.** The Town shall pay Vendor an amount not to exceed **\$150,000** per Term for the Services.

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.

3. **Non-Default.** By executing this First Amendment, the Vendor 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.

4. 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]