

**SEVENTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC.**

THIS SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Seventh Amendment") is made as of August 19, 2015, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town"), and BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC., an Arizona corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement dated May 17, 2007 (the "Original Agreement"), as amended by that certain First Amendment dated October 4, 2007 (the "First Amendment"), as amended by that certain Second Amendment, dated June 21, 2010 (the "Second Amendment"), as amended by that certain Third Amendment dated October 6, 2011 (the "Third Amendment"), as amended by that certain Fourth Amendment dated June 21, 2012 (the "Fourth Amendment"), as amended by that certain Fifth Amendment dated June 20, 2013 (the "Fifth Amendment"), and as amended by that certain Sixth Amendment dated June 19, 2014 (the "Sixth Amendment"), for the Contractor to provide youth services (the "Services"). The Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment are collectively referred to herein as the "Agreement."

B. The Town has determined that it is necessary to extend the Agreement with the Contractor for the Services.

C. The Town and the Contractor desire to enter into this Seventh Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of Work, (iii) modify the payment provision and (iv) provide for compensation to the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 to amend the Agreement as follows:

1. Term. The term of the Agreement is hereby extended until June 30, 2016.
2. Scope of Work. The Contractor shall provide the Services as set forth in Scope of Work attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall pay Contractor an annual aggregate amount not to exceed \$46,080.00 for the Services as set forth in the Scope of Work attached hereto as Exhibit 1.

4. Payments. The Town shall pay the Contractor for the Services on a quarterly basis in conjunction with the submittal by Contractor of quarterly reports, as set forth in the Scope of Work attached hereto as Exhibit 1. Quarterly reports shall be due no later than the 10th of the month following the end of each quarter. Payments of \$11,520.00 shall be paid within 30 days following receipt of the quarterly report; provided, however, that the Town shall have the right, based upon the information provided in the quarterly reports, to reduce the final quarterly payment as necessary if costs to the Contractor for providing the Services during the term of this Seventh Amendment are estimated to be less than \$46,080.00.

5. 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.

6. Non-Default. By executing this Seventh 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 Seventh Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known or unknown relating to the Agreement and existing on or before the date of this Seventh Amendment are forever waived.

7. Conflict of Interest. This Seventh Amendment 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 instrument as of the date and year first set forth above.


“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:



Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 24, 2015, 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”

BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC.,
an Arizona corporation

By: [Signature]

Name: JUSTIN DURAN

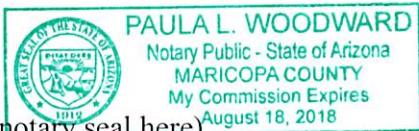
Its: BRANCH DIRECTOR

[Faint signature]

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On August 24th, 2015, before me personally appeared Justin Duran, the Branch Director of BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC., an 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.



(Affix notary seal here)

Paula L. Woodward
Notary Public



EXHIBIT 1
TO
SEVENTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC.

[Scope of Work]

See following page.

**SCOPE OF WORK FOR FISCAL YEAR 2015-16
PROGRAM: YOUTH/TEEN ACTIVITIES
CONTRACTOR: BOYS & GIRLS CLUB OF GREATER SCOTTSDALE,
MARY ELLEN AND ROBERT McKEE BRANCH**

PROPOSED FUNDING: **\$46,080.00**

PROGRAMS:

- | | |
|--------------------------------------|----------|
| 1) Education and Career Development: | \$20,000 |
| 2) Good character and citizenship: | \$15,000 |
| 3) Healthy lifestyles: | \$11,080 |

REPORTING:

Quarterly reports, containing the following information broken down by each of the three programs, are due by the 10th day following the end of each quarter – March 31, June 30, September 30 and December 31:

- 1) Frequency of class sessions
- 2) Number of participants per program
- 3) Average age of participants
- 4) Program cost itemized
- 5) Pre-Post test results

PAYMENT TERMS:

Funding will be provided in four equal installments of \$11,520.00 within 30 days following receipt of the quarterly report.



TOWN OF FOUNTAIN HILLS
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268
480.816.5100/Fax:480.837.3145

August 20, 2015

Boys and Girls Club of Greater Scottsdale, Inc.
14605 N. Del Cambre Avenue
Fountain Hills, AZ 85268
Attn: Justin Duran

Dear Justin,

Enclosed is the Community Contract for FY2015-16. Please note the change that the Town of Fountain Hills is no longer dispersing funding on a quarterly basis. Upon execution of the Community Contract, the Town will disperse all Council approved funds to your organization at one time.

In addition, your organization will no longer be required to submit quarterly reports showing that the funding was used. Your organization will now be required to submit a final report to Craig Rudolph, Finance Director, no later than March 1, 2016 indicating funds utilized for the purposes of the grant.

Sincerely,

A handwritten signature in black ink that reads "Grady E. Miller". The signature is written in a cursive style with a large, looping initial "G".

Grady E. Miller
Town Manager