

**NINTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
EXTENDED HANDS FOOD BANK, INC.**

THIS NINTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Ninth Amendment") is made as of May 24, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Extended Hands Food Bank, 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 First Amendment, dated October 4, 2007 (the "First Amendment"), by that Second Amendment, dated June 21, 2010 (the "Second Amendment"), by that Third Amendment, dated October 6, 2011 (the "Third Amendment"), by that Fourth Amendment, dated June 21, 2012 (the "Fourth Amendment"), by that Fifth Amendment, dated June 20, 2013 (the "Fifth Amendment"), by that Sixth Amendment, dated June 26, 2014 (the "Sixth Amendment"), by that Seventh Amendment, dated August 3, 2015 (the "Seventh Amendment"), and by that Eighth Amendment, dated July 1, 2016 (the "Eighth Amendment") for the Contractor to provide certain local food bank services (the "Services"). The Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Ninth Amendment have the same meanings as contained in 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 Ninth Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of Work and (iii) provide for compensation to the Contractor 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 Contractor hereby agree to amend the Agreement as follows:

1. **Term.** The term of the Agreement is hereby extended until June 30, 2018.

2. Scope of Work. The Contractor shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit 1 and incorporated herein by reference. Services performed in accordance with the Scope of Work shall not include Services provided at or for the benefit of (i) Warehouse Ministries, Salvation Army, other religious affiliations or purposes or (ii) Jim Bob's Fish Fry Restaurant (the "Prohibited Uses").

3. Compensation. The Town shall pay Contractor an annual amount not to exceed \$24,200.00 for the Services as set forth in the Scope of Work. By entering into the Agreement, Contractor expressly agrees and understands that the compensation shall not be used to fund any portion of the Prohibited Uses.

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 Ninth 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 Ninth 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 Ninth Amendment are forever waived.

6. 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.

7. Conflict of Interest. This Ninth 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  
*Ac King*

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On July 3, 2017, 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”

EXTENDED HANDS FOOD BANK, INC.,  
an Arizona corporation

By: DAVID W IVERSON

Name: David Iverson

Its: President/Director

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On July 3, 2017, before me personally appeared David Iverson, the President of EXTENDED HANDS FOOD BANK, 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.



Ryan Udell  
Notary Public

**EXHIBIT 1  
TO  
NINTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
EXTENDED HANDS FOOD BANK, INC.**

**[Scope of Work]**

**See following page.**

**TOWN OF FOUNTAIN HILLS FISCAL YEAR 2017-18**  
**SCOPE OF WORK**  
**PROGRAM: SOCIAL SERVICE**  
**CONTRACTOR: EXTENDED HANDS FOOD BANK**

**PROPOSED FUNDING:**

**\$24,200.00**

**SCOPE OF WORK:**

Provide the following for Fountain Hills residents:

- 1) Requests and food to low income applicants using the State of Arizona guidelines for qualifying.
- 2) Outlet for community service hours for Fountain Hills residents.
- 3) Provide an annual report, as detailed below, that shows a breakdown of expenditures made with Town funds.

**REPORTING:**

An annual report, containing the following information, is due by March 30:

- 1) Total number of food boxes.
- 2) Total number of food boxes to Fountain Hills families.
- 3) Total number of individuals served broken down by the following age groups: 20-29, 30-39, 40-49, 50-59, 60+ ("age groups").
- 4) Number of referrals to Fountain Hills residents.
- 5) Number of court ordered volunteers broken down by age groups.
- 6) Total hours of volunteer hours broken down by age groups.
- 7) Number of volunteers.