

**NINTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS THEATER, 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 FOUNTAIN HILLS THEATER, INC., an Arizona corporation, f/k/a Fountain Hills Community Theater, Inc. (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 19, 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 youth arts 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, (iii) modify the payment provision and (iv) 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.

3. **Compensation.** The Town shall pay Contractor an annual amount not to exceed \$46,084.14 for the Services as set forth in the Scope of Work.

4. **Payments.** The Town shall pay the Contractor a lump sum of \$46,084.14 within 30 days after execution of this Ninth Amendment.

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 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.

7. **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.

8. **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
Grady E. Miller, Town Manager

ATTEST:

Beverly J. Bender
Beverly J. Bender, Town Clerk
Acting

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 29th, 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.



Heather Ware
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

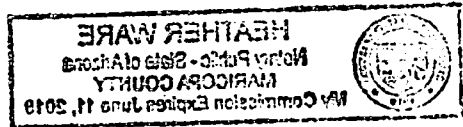
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THE STATE OF ARIZONA
COUNTY OF MARICOPA

NOTICE OF PUBLIC HEARING
AND OFFICIAL ACTION

TO BE HELD AT THE OFFICE OF THE
COUNTY ADMINISTRATOR

ON THE 15th DAY OF MARCH

AT 10:00 A.M.

TO CONSIDER AND ACT UPON THE
MOTION OF THE BOARD OF SUPERVISORS
TO APPROVE THE PROPOSED
REVISIONS TO THE ZONING ORDINANCES
OF THE COUNTY OF MARICOPA



**EXHIBIT 1
TO
NINTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS THEATER, INC.**

[Scope of Work]

See following page.

**SCOPE OF WORK FOR FISCAL YEAR 2017-18
PROGRAM: YOUTH ARTS
CONTRACTOR: FOUNTAIN HILLS THEATER, INC.**

PROPOSED FUNDING:

\$46,084.14

Scope of Work:

General production and workshop/camp support.

The Town name and logo will be prominently displayed and acknowledged on all advertising and promotional material as either a partial or full sponsor of each production.

Reporting:

An annual report, containing the number of performances, number of attendees and per ticket price, is due by March 30.