

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

THIS ELEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Eleventh Amendment") is entered into as of July 1, 2019, 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"), by that Eighth Amendment, dated July 1, 2016, by that Ninth Amendment, dated May 24, 2017, and by that Tenth Amendment, dated July 1, 2018, for the Contractor to provide the Town with youth arts and education services (the "Services"). The Original Agreement and First through Tenth Amendments are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Eleventh Amendment have the same meanings as contained in the Agreement.

B. The Town has determined that additional Services from the Contractor are necessary (the "Additional Services").

C. The Town and the Contractor desire to enter this Eleventh Amendment to (i) extend the Term of the Agreement, (ii) modify the payment provision, and (iii) provide for compensation for the Contractor to perform the Additional 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 as follows:

1. Term of Agreement. The term of the Agreement is hereby extended until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall pay the Contractor an annual amount not to exceed \$15,361.38 for the Additional Services as set forth in the Scope of Work.

3. Payment. The Town shall pay the Contractor a lump sum of \$15,361.38 within 30 days after execution of this Eleventh Amendment.

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 Eleventh 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 Eleventh 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 Eleventh 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 Eleventh Amendment and the Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

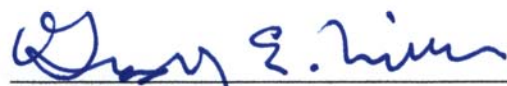
[SIGNATURES ON FOLLOWING PAGES]

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

C/A
7/23/19



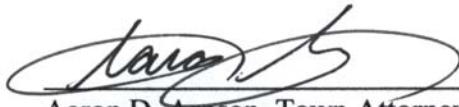
Grady E. Miller, Town Manager

ATTEST:



Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

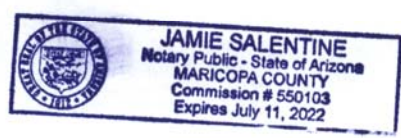


Aaron D. Arnison, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 29, 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”

FOUNTAIN HILLS THEATER, INC.,
a(n) Arizona corporation

By: *Dori A Wittig*

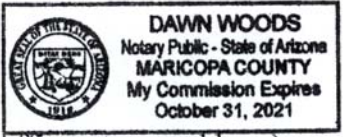
Name: DORI A. WITTIG

Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 15, 2019, before me personally appeared Dori A Wittig
the Vice President of FOUNTAIN HILLS
THEATER, INC., a(n) 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)

Dawn Woods
Notary Public

**SCOPE OF WORK FOR FISCAL YEAR 2019-2020
PROGRAM: YOUTH ARTS
CONTRACTOR: FOUNTAIN HILLS THEATER, INC.**

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.