

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

THIS SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Sixth Amendment") is made as of June 19, 2014, 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 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"), and as amended by that certain Fifth Amendment, dated June 20, 2013 (the "Fifth Amendment"), for the Contractor to provide youth arts services (the "Services"). The Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth 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 Sixth Amendment to (i) extend the term of the Agreement, (ii) modify the Scope of Work of the Agreement, (iii) revise 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, 2015.
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 \$63,216.00 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 \$15,804.00 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 Sixth Amendment are estimated to be less than \$63,216.00.

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 Sixth 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 Sixth 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 Sixth Amendment are forever waived.

7. Conflict of Interest. This Sixth 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

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 23, 2014, before me personally appeared Kenneth W. Buchanan, 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.



Janice E. Baxter
Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

FOUNTAIN HILLS THEATER, INC.,
an Arizona corporation,
f/k/a Fountain Hills Community Theater, Inc.

By: Fountain Hills Theater, Inc.

Name: Valerie Stasik

Its: Executive Director

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 10th June, 2014, before me personally appeared Valerie Stasik, the executive Director of FOUNTAIN HILLS THEATER, INC., an Arizona corporation, f/k/a Fountain Hills Community Theater, Inc., 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.

Fay Gridley
Notary Public

(Affix notary seal here)

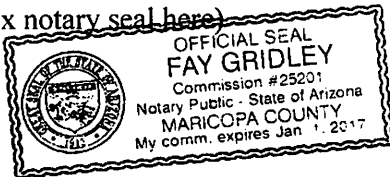


EXHIBIT 1
TO
SIXTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS THEATER, INC.

[Scope of Work]

See following page.

**SCOPE OF WORK FOR FISCAL YEAR 2014-15
PROGRAM: YOUTH ARTS
CONTRACTOR: FOUNTAIN HILLS THEATER, INC.**

PROPOSED FUNDING:

\$63,216.00

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:

Quarterly reports, containing the number of performances, number of attendees and per ticket price, are due by the 10th day following the end of each quarter – March 31, June 30, September 30 and December 31.

Payment Terms:

Funding will be provided in four equal installments of \$15,804.00 within 30 days following receipt of the quarterly report.