

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

THIS SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Seventh Amendment") is made as of August 3, 2015, 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 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 26, 2014 (the "Sixth 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 and Sixth Amendment are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Seventh 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 Seventh Amendment to (i) extend the term of the Agreement and (ii) 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. Compensation. The Town shall pay Contractor an annual aggregate amount not to exceed \$24,200.00 for the Services as set forth in the Scope of Work attached to the Sixth

Amendment as Exhibit 1. 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.

3. 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.

4. 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.

5. 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:

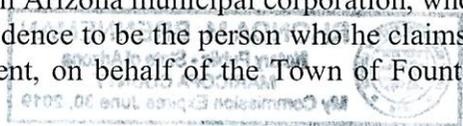


Bevelyn J. Bender, Town Clerk

(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]



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

August 20, 2015

Extended Hands Food Bank, Inc.
P.O. Box 18748
Fountain Hills, AZ 85269
Attn: Pastor Dave Iverson

Dear Pastor Dave,

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,

Grady E. Miller
Town Manager