

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

THIS TENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Tenth Amendment") is entered into as of July 1, 2018, 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, 2017 (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"), by that Eight Amendment, dated July 1, 2016 (the "Eighth Amendment"), and by that Ninth Amendment, dated May 24, 2017 (the "Ninth Amendment"), for the Contractor to provide the Town with certain local food bank services (the "Services"). The Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, and Ninth Amendment are collectively referred to herein as the "Agreement."

B. All capitalized terms not otherwise defined in this Tenth Amendment have the same meanings as contained in the Agreement.

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

D. The Town and the Contractor desire to enter into this Tenth 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.

With copy to: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Town Attorney

9. Public Records. Consultant acknowledges that the Town is a public entity, subject to Arizona's public records law (A.R.S. § 39-121 et seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request, subpoena, or other judicial process.

9.01 Trade Secrets Statement. If Consultant believes documents related to its work pursuant to the Agreement contain trade secrets or other proprietary data, Consultant must provide notice to the Town at the time the documents are provided to the Town, and include with the notification a statement that explains and supports Consultant's claim. Consultant also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

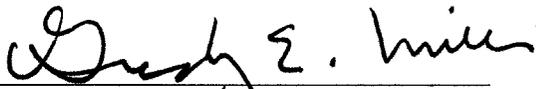
9.02 Notice of Records Request. In the event the Town determines it is legally required to disclose any documents subject to a Trade Secrets Statement as defined in section 9.01, the Town, to the extent possible in its sole and absolute discretion, will provide Consultant with prompt written notice by fax, email, or certified mail so that Consultant may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The written notice will include a time period for Consultant to seek court ordered protection or other legal remedies. If Consultant does not obtain such court ordered protection by the expiration of the time period, the Town may release the documents subject to the Trade Secrets Statement without further notice to Consultant.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and caused to be signed by their duly authorized representatives, this instrument on the date first written above.

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation


Grady E. Miller, Town Manager

ATTEST:

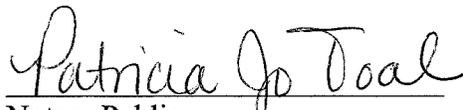

Elizabeth A. Burke, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 16, 2018, 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: Extended Hands Food Bank / DAVID W. IVERSON

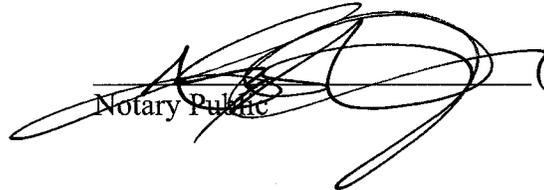
Name: David Iverson

Its: President

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 26TH of July, 2018, before me personally appeared DAVID W. 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 claims to be, and acknowledged that he signed the above document, on behalf of Extended Hands Food Bank, Inc.


Notary Public

(Affix notary seal here)



EXHIBIT 1
TO
TENTH 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 2018-19
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) Request 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.