

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC.**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Second Amendment") is made as of June 21, 2010, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town") and BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC., Arizona non-profit corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement dated May 17, 2007, for the Contractor to provide youth services (the "Initial Agreement").

B. The Initial Agreement was amended once on October 4, 2007 (the "First Amendment"), to revise and clarify Section 4, Payments. The Initial Agreement and the First Amendment are collectively referred to herein as the "Agreement."

C. The Town and the Contractor have determined that it is necessary to further amend the Agreement to (i) include additional services to the Scope of Work of the Agreement for further youth services (the "Additional Services"), (ii) extend the term of the Agreement and (iii) increase the compensation of the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and 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, 2011.
2. Scope of Work. The Contractor shall provide the Additional Services as set forth in Exhibit 1, attached hereto and incorporated herein by reference.
3. Compensation. The Town shall pay Contractor an amount not to exceed \$100,000.00 for the Additional Services.
4. Notices. Section 14.13, Notices, of the Agreement is hereby deleted in its entirety and replaced with the following:

14.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be

deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Facsimile: 480-837-3145
Attn: Richard L. Davis, Town Manager

With copy to: GUST ROSENFELD, P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: 602-340-1538
Attn: Andrew J. McGuire, Esq.

If to Contractor: Boys & Girls Club of Greater Scottsdale, Inc.
14605 North Del Cambre
Fountain Hills, Arizona 85268
Facsimile: _____
Attn: Richard Schultz, Branch Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

5. Miscellaneous. The following provisions required by State Law are hereby added to Section 14 of the Agreement:

14.16 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 14.17 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during

normal working hours by the Town, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

14.18 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the Town determines that the Contractor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement pursuant to subsection 13.2 above.

6. 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.

7. Non-Default. By executing this Second Amendment, the Contractor affirmatively asserts that the Town is not currently in default, nor has been in default at any time prior to this Second Amendment, under any of the terms or conditions of the Agreement.

8. Conflict of Interest. This Second Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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



Richard L. Davis, Town Manager

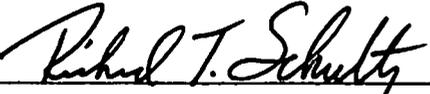
ATTEST:



Bevelyn J. Bender, Town Clerk

"Contractor"

BOYS & GIRLS CLUB OF GREATER
SCOTTSDALE, INC.,
an Arizona non-profit corporation

By: 

Name: RICHARD T. SCHULTZ

Its: SR. BRANCH DIRECTOR

(ACKNOWLEDGEMENTS)

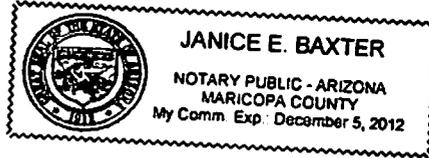
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 24, 2010,
by Richard L. Davis, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona
municipal corporation, on behalf of the Town of Fountain Hills.

Janice E. Baxter
Notary Public in and for the State of Arizona

My Commission Expires:

12/05/12



STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on 24 June 2010, 2010,
by Richard T Schultz as contractor of BOYS & GIRLS CLUB
OF GREATER SCOTTSDALE, INC., an Arizona non-profit corporation, on behalf of the
corporation.

Kristen E. Freeman Kristen E. Freeman
Notary Public in and for the State of Arizona

My Commission Expires:

7-7-2012

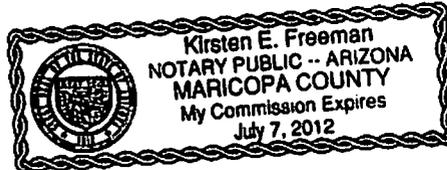


EXHIBIT 1
TO
SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, INC.

[Additional Services]

See following page.

SCOPE OF WORK

The Contractor shall provide youth services in the Town of Fountain Hills effective July 1, 2010 for a period of one (1) year. Responsibilities shall include, but not be limited to, the following:

1. Provide necessary staffing, materials, equipment and professional management to effectively operate a Teen Center for a minimum of six (6) hours per day during the school year and minimum of eight hours per day during non-school days that will attract a minimum of 75 teens per day to the center.
2. Provide a minimum of two (2) leadership and responsibility classes per year with at least a minimum of fifteen (15) children attending each class. The program would include participating in the Town's Midnight Madness program.
3. Provide two (2) classes per year, with at least fourteen (14) sessions per class, aimed toward young females to avoid the use of alcohol, tobacco and other drugs; learn the importance of healthy eating and fitness habits; understand physical, emotional and social changes they are experiencing; and postponing sexual activity. A minimum of fifteen (15) Fountain Hills' youths should attend each class.
4. Provide two (2) classes per year, with at least fourteen (14) sessions per class, aimed toward young males to avoid use of alcohol, tobacco and other drugs; learn the importance of healthy eating and fitness habits; understand physical, emotional and social changes they are experiencing; postponing sexual activity; relationships with authority friends and members of the opposite sex; and dealing with peer pressure. A minimum of fifteen (15) Fountain Hills' youths should attend each class.
5. Provide a minimum of two (2) classes per year aimed toward teens to introduce them to computers, including but not limited to Basic Computer Skills, PowerPoint, Word, Excel and internet safety training, with a minimum of fifteen (15) Fountain Hills' teen attending each class.
6. Provide a minimum of two (2) classes per year aimed toward teens to introduce them to digital arts, including but not limited to web design, movie making, digital photography and graphic design, with a minimum of fifteen (15) Fountain Hills' teen attending each class.
7. Provide a minimum of two (2) classes per year aimed toward teens to introduce them to personal finance, including but not limited to budgeting, saving and investing, with a minimum of fifteen (15) Fountain Hills' teen attending each class.
8. Provide a daily comprehensive homework and tutoring program aimed toward teens, with a minimum of ten (10) teens daily receiving help which will lead to high school graduation.
9. Provide quarterly reports of progress toward completing the scope of services, the number of Fountain Hills residents participating, and including pre- and post- testing results of each class.
10. These classes shall serve a minimum of 1,200 Fountain Hills' residents annually.