

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

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Third Amendment") is made as of October 6, 2011, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town") and BOYS & GIRLS CLUB OF GREATER SCOTTSDALE, 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 the certain First Amendment dated October 4, 2007 (the "First Amendment") and as amended by that certain Second Amendment, dated June 21, 2010 (the "Second Amendment") for the Contractor to provide youth services (the "Services"). The Original Agreement, First Amendment and Second 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 Third Amendment to (i) extend the term of the Agreement, (ii) change the payment provision, (iii) modify the scope of work of the Agreement and (iv) provide 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, 2012.
2. **Scope of Work.** The Contractor shall provide the Services as set forth in Scope of Work attached hereto as **Exhibit A.**
3. **Compensation.** The Town shall pay Contractor an annual aggregate amount not to exceed \$80,000.00 for the Services as set forth in the Scope of Work attached hereto as **Exhibit A.**

4. Payments. Section 4, Payments, of the Agreement is hereby deleted in its entirety and replaced with the following:

4. Payments. The Town shall pay the Contractor for the Services on a quarterly basis following the submittal of Contractor monthly reports, as set forth in the Scope of Work attached hereto as Exhibit A. Monthly reports shall be due no later than the 10th of the month following the Services. Quarterly payments shall be paid on July 1st, October 1st, January 1st and April 1st of each Agreement year. The July 1st and October 1st quarterly payments shall be paid on November 1st.

5. Agreement Subject to Appropriation. This Third Amendment and the Agreement are subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Third Amendment and the Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Third Amendment and the Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Third Amendment and the Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Third Amendment and the Agreement. The obligation of the Town to make any payment pursuant to this Third Amendment and the Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Third Amendment and the Agreement during any immediately succeeding fiscal year, this Third Amendment and the Agreement shall terminate at the end of then-current fiscal year and the Town and the Contractor shall be relieved of any subsequent obligation under this Third Agreement and the Agreement.

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 Third 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 Third 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 Third Amendment are forever waived.

8. Conflict of Interest. This Third Amendment and the Agreement may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

“Contractor”

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

By: [Signature]

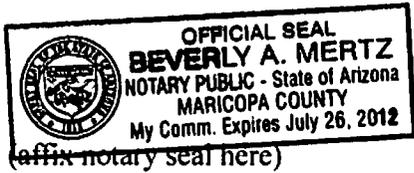
Name: Steven Davidson

Its: President / CEO

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September 29, 2011,
by Steven Davidson as President / CEO of BOYS & GIRLS CLUB
OF GREATER SCOTTSDALE, INC., an Arizona corporation, on behalf of the corporation.



[Signature]
Notary Public in and for the State of Arizona

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

[Scope of Work]

See following page.

SCOPE OF WORK – COMMUNITY CONTRACTS

BOYS & GIRLS CLUBS OF SCOTTSDALE. McKEE BRANCH

Provide the following programs for Fountain Hills' teens for FY2011-12:

Academic Success	\$40,000	appropriation
Good Character and Citizenship	\$20,000	appropriation
Healthy Lifestyles	\$20,000	appropriation

Reporting:

Monthly reports broken down by each of the three programs that include the following:

- Program Name
- Frequency of class sessions
- Number of participants per program
- Average age of participants
- Program costs itemized
- Pre-Post test results