

**FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS CHAMBER OF COMMERCE**

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fourth Amendment") is made as of June 21, 2012, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town") and FOUNTAIN HILLS CHAMBER OF COMMERCE, an Arizona corporation (the "Contractor").

RECITALS

A. The Town and the Contractor entered into a Professional Services Agreement dated September 6, 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") and as amended by that certain Third Amendment, dated November 4, 2011 (the "Third Amendment") for the Contractor to provide tourism promotion services (the "Services"). The Original Agreement, First Amendment, Second Amendment and Third 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 desires to enter into this Fourth Amendment to (i) extend the term of the Agreement (ii) modify the Scope of Work for the Services (iii) modify the payment terms of the Agreement 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, 2013.
2. Scope of Work. The Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.
3. Compensation. The Town shall pay Contractor an annual aggregate amount not to exceed \$103,200.00 for the Services.

4. Payments. The Town shall pay the Contractor for the Services on a quarterly basis following the submittal of Contractor reports, as set forth in the Scope of Work attached hereto as Exhibit A. Reports shall be due no later than the 10th of the month following the Services. Quarterly payments shall be paid on July 1, 2012, October 1, 2012, January 1, 2013 and April 1, 2013.

5. Agreement Subject to Appropriation. This Fourth 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 Fourth Amendment and the Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Fourth 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 Fourth Amendment and the Agreement and the Town shall keep the Contractor fully informed as to the availability of funds for this Fourth Amendment and the Agreement. The obligation of the Town to make any payment pursuant to this Fourth 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 Fourth Amendment and the Agreement during any immediately succeeding fiscal year, this Fourth 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 Fourth Agreement and the Agreement.

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 Fourth 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 Fourth 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 Fourth Amendment are forever waived.

7. Conflict of Interest. This Fourth Amendment may be cancelled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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)

This instrument was acknowledged before me on June 25, 2012, by Kenneth W. Buchanan, 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

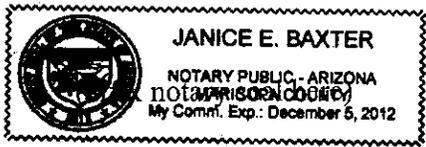


EXHIBIT A
TO
FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS CHAMBER OF COMMERCE

[Scope of Work]

See following page.

**TOWN OF FOUNTAIN HILLS FY12-13 CONTRACT SCOPE OF WORK
PROGRAM: TOURISM
CONTRACTOR: FOUNTAIN HILLS CHAMBER OF COMMERCE**

PROPOSED FUNDING:		\$103,200
SCOPE OF WORK:		
Management/Administration/Finance/Office		\$54,000
Advertising & Media Relations		
Professional Services – Marketing Director		\$42,000
Partnerships & Commitments:		
Agency – Branding Campaign	\$15,000	
Phoenix Magazine Feature	\$ 7,500	
Key Arizona publications	\$ 7,500	
Golf Marketing Co-op	\$ 7,500	
Trip Advisor	\$ 2,500	
AZ Finest Weddings Magazine	<u>\$ 1,500</u>	
TOTAL		\$41,500
Trade/Niche Marketing: Events/Sponsorships		
International Trails Symposium	\$ 7,500	
Phoenix Bridal Show	\$ 1,500	
Trade Organizations/Events	<u>\$ 3,000</u>	
TOTAL		\$12,000
Publications & Distribution		\$ 9,000
Web Sites		\$ 5,000
Contingency/Carry Forward		<u>\$10,000</u>
GRAND TOTAL		\$173,500
Town Funds		\$103,200
Other Funds		\$ 70,300

Payment Terms:

Funding will be provided in four equal installments – July 1, 2012, October 1, 2012, January 1, 2013, April 1, 2013.

Reporting:

A report after each production will be provided to the Town that includes copies of receipts for publications, sponsorship invoices, and event registrations.