

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

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fifth Amendment") is made as of June 20, 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"), as amended by that certain Third Amendment, dated November 4, 2011 (the "Third Amendment") and as amended by that certain Fourth Amendment, dated June 21, 2012, for the Contractor to provide tourism promotion services (the "Services"). The Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth 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 Fifth 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, 2014.
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 \$103,000.00 for the Services.

4. Payments. The Town shall pay the Contractor for the Services on a quarterly basis in conjunction with the submittal by Contractor of quarterly reports, as set forth in the Scope of Work attached hereto as Exhibit A. Quarterly reports shall be due no later than the 10th of the month following the end of each quarter. Quarterly payments of \$25,750.00 shall be paid on July 1, 2013, October 1, 2013, January 1, 2014 and after final presentation when all milestones have been met; provided, however, that the Town shall have the right, based upon the information provided in the quarterly reports, to reduce the final payment as necessary if costs to the Contractor for providing the Services during the term of this Fifth Amendment are estimated to be less than \$103,000.00.

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 Fifth 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 Fifth 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 Fifth Amendment are forever waived.

7. Conflict of Interest. This Fifth 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

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 21, 2013, 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

**“Contractor”**

FOUNTAIN HILLS CHAMBER OF COMMERCE,  
an Arizona corporation

By: Frank Ferrara

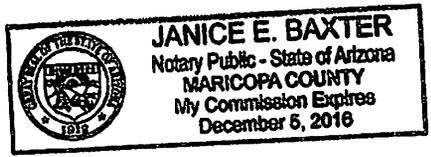
Name: FRANK S. FERRARA

Its: President/CEO

(ACKNOWLEDGEMENT)

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on June 13, 2013,  
by Frank Ferrara as President/CEO of FOUNTAIN HILLS  
CHAMBER OF COMMERCE, an Arizona corporation, on behalf of the corporation.



(affix notary seal here)

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

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

[Scope of Work]

See following page.

SCOPE OF WORK  
FOUNTAIN HILLS CHAMBER OF COMMERCE, TOURISM BUREAU

- **Targeted digital ad campaigns**
  - Golfers/Golf Guides
  - Mountain bikers/Hiking Guides
  - Hikers and runners/Trail paths
  - Weekend trippers and families/Activity Guides
  - Holiday travelers/Holiday Guides
  - Shoppers/Gift Guides
  - 60+ demographic/Senior Living Guides
- **Data Analysis**
  - Analyze existing data
  - Reorganize data into targeted marketing lists
  - Develop tactics and systems to add to and build lists
  - Target marketing activities based on interests and profiles
- **Implement tracking and reporting mechanisms**
  - Provide detailed reporting of all campaign activities and URLs
  - Report on all ad campaigns and ROI and traffic generated from ad spending
  - Implement CRM and marketing system to track visitor activity
- **Enhancement and content management of EFH.org website**
  - Improve search engine optimization and integration of social media sharing
  - Blog articles, how to articles, etc.
  - Drive revenue opportunities through enhancement and addition of local business tools
  - Addition of content and tools for local businesses to engage and share in marketing opportunities such as contests

**Payments:**

Three quarterly payments on July 1, 2013, October 1, 2013, and January 1, 2014, with last quarterly payment after final presentation when all milestones have been met

**Reporting:**

Quarterly reports to the Town Council are to be submitted within 15 days after the end of each fiscal quarter.