

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

THIS ELEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Eleventh Amendment") is entered into as of July 1, 2019, 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, 2007 (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 Eighth Amendment, dated July 1, 2016, by that Ninth Amendment, dated May 24, 2017, and by that Tenth Amendment, dated July 1, 2018, for the Contractor to provide the Town with certain local food bank services (the "Services"). The Original Agreement and First through Tenth Amendments are collectively referred to herein as the "Agreement." All capitalized terms not otherwise defined in this Eleventh Amendment have the same meanings as contained in the Agreement.

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

C. The Town and the Contractor desire to enter this Eleventh Amendment to (i) extend the Term of the Agreement and (ii) provide for compensation for the Contractor to perform the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and 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 as follows:

1. Term of Agreement. The term of the Agreement is hereby extended until June 30, 2020, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Compensation. The Town shall pay the Contractor an annual amount not to exceed \$24,200.00 for the Additional Services as set forth in the Scope of Work.

3. 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.

4. Non-Default. By executing this Eleventh Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Eleventh Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Eleventh Amendment are forever waived.

5. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

6. Conflict of Interest. This Eleventh Amendment and the Agreement 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 Agreement as of the date and year first set forth above.

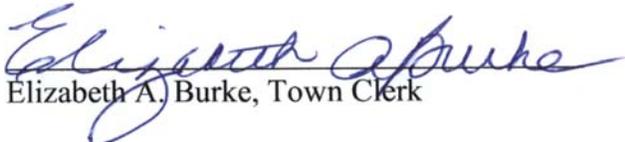
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

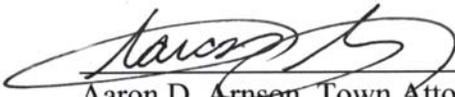
7/23/19


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:


Aaron D. Arnsen, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 29, 2019, 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]

TOWN OF FOUNTAIN HILLS FISCAL YEAR 2019-2020
SCOPE OF WORK
PROGRAM: SOCIAL SERVICE
CONTRACTOR: EXTENDED HANDS FOOD BANK

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.



EXTENDED HANDS FOOD BANK
16548 E. LASER DR #6
FOUNTAIN HILLS, AZ 85268

"HELPING OUR FRIENDS AND NEIGHBORS DURING DIFFICULT TIMES"
David Iverson / Director, david.iverson@ehfb.org 480-200-0115
Jeff Iverson / Assistant Director, jeff.iverson@ehfb.org 480-234-7656

ANNUAL INVOICE
JULY 1 2018 – JUNE 30, 2019
WAREHOUSE 6 & 7

LEASES	\$ 50,602.76
UTILITIES	6,136.50
TELEPHONE	<u>7,534.30</u>
TOTAL	\$64,273.56

FB 2018-2019	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Total # of food boxes (1 per month)	320	327	310	316	322	326	378	403	399	410	399	420
Total # to Fountain Hills Families (1/month)	274	270	276	257	272	260	270	281	275	288	270	280
Total # of Fountain Hills Individuals served	797	781	801	832	841	790	840	858	842	869	840	875
Total # of individuals served	1013	1025	974	956	1039	1038	1082	1169	1123	1128	1132	1038
Total # by age group 0-20	345	320	333	326	329	351	369	330	333	326	329	351
Total # by age group 21-30	155	204	130	139	158	152	180	341	280	274	252	152
Total # by age group 31-40	126	114	120	124	144	150	125	110	120	124	144	150
Total # by age group 41-50	100	98	97	114	125	120	110	99	97	150	125	120
Total # by age group 51-60	168	175	165	143	159	147	178	174	165	143	159	147
Total # by age group 61+	119	114	129	110	124	118	120	115	128	111	123	118
# of referrals to other agencies	3	1	4	1	2	3	3	1	4	1	2	3
# Volunteers	48	50	51	45	63	61	50	60	60	58	55	50