

**FIFTH AMENDMENT
TO
FUNDING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
FOUNTAIN HILLS SHERIFF'S POSSE**

THIS FIFTH AMENDMENT TO FUNDING AGREEMENT (this "Fifth Amendment") is entered into as of June 16, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and the Fountain Hills Sheriff's Posse, an Arizona nonprofit corporation (the "Posse").

RECITALS

A. The Town and the Posse entered into a Funding Agreement, dated July 1, 2012 (the "Original Agreement"), as amended by that First Amendment, dated March 13, 2013 (the "First Amendment"), by that Second Amendment, dated July 1, 2013 (the "Second Amendment"), by that Third Amendment, dated June 20, 2014 (the "Third Amendment"), and by that Fourth Amendment, dated August 10, 2015 (the "Fourth Amendment"), for the Town to provide Funds to the Posse for maintenance of the Posse Vehicles. The Original Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are collectively referred to herein as the "Agreement." Unless otherwise defined herein, all capitalized terms in this Fifth Amendment shall have the meanings set forth in the Agreement.

B. The Town has determined that it is in the best interests of the Town to extend the Agreement with the Posse for the Services and amend the list of Vehicles eligible for maintenance under the Agreement.

C. The Town and the Posse desire to enter into this Fifth Amendment to (i) extend the term of the Agreement, (ii) amend the list of Vehicles eligible for maintenance under the Agreement and (iii) provide Funds to the Posse for Posse Vehicle maintenance.

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 Posse hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended until June 30, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

2. **Eligible Vehicles.** The Vehicles eligible for maintenance funding under the Agreement shall be the Vehicles identified on the Vehicle List attached hereto as **Exhibit 1** and incorporated herein by reference.

3. **Reimbursement of Invoices.** The Town shall reimburse the Posse an aggregate amount not to exceed \$10,000.00 for invoices submitted for the maintenance of the Posse Vehicles used for service in Fountain Hills and identified in Exhibit 1.

4. **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.

5. **Non-Default.** By executing this Fifth Amendment, the Posse 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 and unknown, relating to the Agreement and existing on or before the date of this Fifth Amendment are forever waived.

6. **Conflict of Interest.** This Fifth Amendment may be canceled 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



Grady E. Miller, Town Manager

ATTEST:



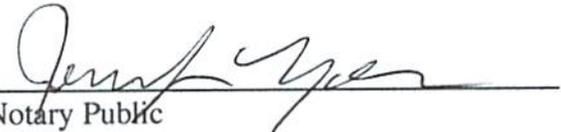
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On July 5, 2016, 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]

"The Posse"

FOUNTAIN HILLS SHERIFF'S POSSE,
an Arizona nonprofit corporation

By: 

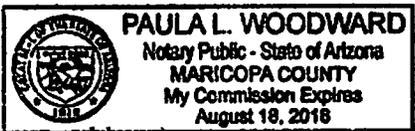
Name: JEFFREY S. HALMEKANGAS

Title: COMMANDER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On June 20, 2016, before me personally appeared Jeffrey S. Halmekangas, the Commander of FOUNTAIN HILLS SHERIFF'S POSSE, an Arizona nonprofit corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.



(Affix notary seal here)

Paula L. Woodward
Notary Public

**EXHIBIT 1
TO
FIFTH AMENDMENT
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BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
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[Vehicle List]

See following page.

Fountain Hills Sheriff's Posse – Vehicle List

I.D.	Description	Vehicle Identification Number
31902	2009 Ford Expedition	1FMFU15549EA97403
31701	2007 Ford Expedition	1FMFU16547LA63176
13042	2010 Dodge Charger	2B3AA4CVDAH171149
71769	2013 Ford F-150 Pickup	1FTFWICF0DKF37265
	1996 Ford 250	1FTHF26H5TLA00315
	1995 EZ-GO Cart	911451