

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

THIS FIRST AMENDMENT TO FUNDING AGREEMENT (this "First Amendment") is entered into as of March 13, 2013, 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"). Unless otherwise defined herein, all capitalized terms in this First Amendment shall have the meanings set forth in the Agreement (defined below).

RECITALS

A. The Town and the Posse entered into a Funding Agreement, dated July 1, 2012 (the "Agreement"), for the Town to provide Funds to the Posse for the maintenance of Posse Vehicles.

B. The Town has determined that it is necessary to add an additional vehicle to the list of Vehicles eligible for maintenance under the Agreement.

C. The Town and the Posse desire to enter into this First Amendment to amend the list of Vehicles eligible for maintenance under the Agreement.

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 Posse hereby agree as follows:

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

2. 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.

3. Non-Default. By executing this First 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 First 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 First Amendment are forever waived.

4. Conflict of Interest. This First Amendment may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

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

Kenneth W. Buchanan  
Kenneth W. Buchanan, Town Manager

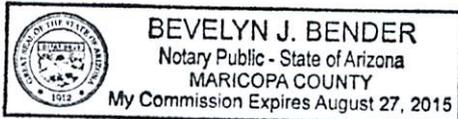
ATTEST:

Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on March 13, 2013, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.



(affix notary seal here)

Bevelyn J. Bender  
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"The Posse"**

FOUNTAIN HILLS SHERIFF'S POSSE, an Arizona nonprofit corporation

By: 

Name: JEFF HALMEKANGAS

Title: COMMANDER

(ACKNOWLEDGMENT)

STATE OF ARIZONA                    )  
  ) ss.  
COUNTY OF MARICOPA            )

This instrument was acknowledged before me on March 13, 2013, by Jeff Halmekangas as commander of FOUNTAIN HILLS SHERIFF'S POSSE, an Arizona nonprofit corporation, on behalf of the corporation.



(affix notary seal here)

  
Notary Public in and for the State of Arizona

EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
FUNDING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FOUNTAIN HILLS SHERIFF'S POSSE

[Vehicle List]

See following page.

## FH Posse Vehicle VIN numbers

11643 – 2FAFP71W66X117017

11644 – 2FAFP71W86X117018

31701 – 1FMFU16547LA63176

31902 – 1FMFU15549EA97403

13042 – 2B3AA4CV0AA171149

Golf Cart EZGO Vin # 911451

a/o Jan 20, 2013



