

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

THIS SECOND AMENDMENT TO FUNDING AGREEMENT (this "Second Amendment") is entered into as of July 1, 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").

RECITALS

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

B. The Town has determined that it is necessary to extend the Agreement with the Posse for the Services and 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 Second 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 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, 2014, 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 \$15,000.00 for invoices submitted for the maintenance of the Posse

Vehicles used for service in Fountain Hills and identified in Exhibit 1 attached hereto and incorporated herein by reference.

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 Second 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 Second 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 Second Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]

"The Posse"

FOUNTAIN HILLS SHERIFF'S POSSE,
an Arizona nonprofit corporation

By: 

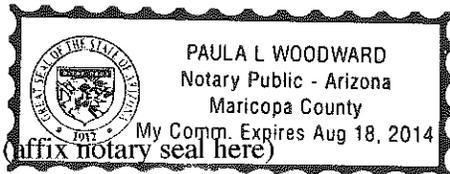
Name: JEFF HALMEKANGAS

Title: COMMANDER

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 24, 2013,
by Jeff Halmekangas, as Commander of FOUNTAIN
HILLS SHERIFF'S POSSE, an Arizona nonprofit corporation, on behalf of the corporation.



Paula L. Woodward
Notary Public in and for the State of Arizona

EXHIBIT 1
TO
SECOND AMENDMENT
TO
FUNDING AGREEMENT
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.	Vehicle Identification Number
31902	1FMF715549EA97403
31701	1FMF716547LA63176
11643	2FAFP71W66X117017
11644	2FAFP71W86X117018
13042	2B3AA4CV0AA171149
11111	1FABP40E1KF247444
1995 EZ-GO Cart	911451