

## **SECOND AMENDMENT TO FIRE PROTECTION SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO FIRE PROTECTION SERVICES AGREEMENT (this "Second Amendment") is entered into on May 15, 2014 ("Effective Date"), by and between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (hereinafter called the "Town"), and RURAL/METRO CORPORATION, an Arizona corporation with a local place of business at 9221 East Via de Ventura, Scottsdale, Arizona 85258 (hereinafter called "Rural/Metro").

### **RECITALS**

- A. The Town and Rural/Metro entered into a FIRE PROTECTION SERVICES AGREEMENT (the "Original Agreement") dated May 21, 2009, for fire protection and emergency medical services.
- B. The Town and Rural/Metro entered into a First Amendment to the Original Agreement on August 2, 2012 (the "First Amendment"), to (i) add provisions relating to the CARES Services and (ii) replace the Manpower Exhibit. Collectively, the First Amendment and Agreement are referred to herein as the "Agreement."
- C. The Town and Rural/Metro desire to further amend the Agreement to (i) extend the term for two years subject to the terms and conditions set forth herein, (ii) address the operational period for the Eagle Mountain Ambulance Station, (iii) delete the provisions relating to telephone services at the Fire Stations, (iv) replace Appendix I to include recently purchased equipment and (v) update the notice provisions.

### **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 Rural/Metro hereby agree as follows:

1. Term Extended. The Parties agree to extend the term of this Agreement for an additional two years, terminating on June 30, 2016, which shall be the first of the two, two-year term extensions permitted in Section 2.1 of the Agreement.
2. Fire Station Modification. Section 3.1 (Fire Stations) is deleted in its entirety and replaced with the following:
  - 3.1 Fire Stations. The Town Manager shall provide, for Rural/Metro's use in the Primary Service Area, Station No. 1 and Station No. 2 (individually referred to herein as a "Fire Station" or collectively as the "Fire Stations"). Rural/Metro hereby agrees that the Fire Stations shall be sufficient to allow Rural/Metro to perform the Services during the term of this Agreement; provided, however, that in the event that the Town constructs a new Fire Station within the term of this

Agreement, it shall also be made available to Rural/Metro to perform its Services. Rural/Metro agrees to maintain, at its sole cost and expense, the Eagle Mountain Ambulance substation until such time that the town relocates Fountain Hills Fire Station 2.

3. Telephone Service. Section 3.6 (Telephone Services) is deleted in its entirety and reserved for future use.
4. Appendix Replaced. The text of Appendix I (Initial Vehicles and Equipment) is deleted in its entirety and replaced with the following:

<u>VEHICLE</u>	<u>VIN #</u>	<u>LICENSE PLATE</u>
2014 Spartan (E822)	4S7AU2E94EC077602	X-XXXX
2014 Ford F550 (BR823)	1FD0W5HY9EEA17584	G-795GM
2008 Crimson (E 823)	497AT2C958CO63752	G-946EZ
1998 LaFrance (Reserve)	4Z36EFBXRF75528	G-151CK
1999 LaFrance (L822)	4Z36ESB1XRB05483	G-354DL
2011 Ford (Chief)	1FTFW1CF1BFA44166	G-567GD
2009 Ford 150 4X4 (Asst.Chief)	1FTPW14VX9KB48053	G-968EZ
2011 Ford 550 (SQ 822)	1FD0W5HY4CEB08422	G-794GE
2007 Ford Escape (CARES)	1FMYU59H87KA23856	G-913EP

5. Notices. Section 7.8 (Notices) is deleted in its entirety and replaced with the following:

7.8 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:                      Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Kenneth W. Buchanan, Town Manager

With copy to:                        GUST ROSENFELD, P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire, Esq.

If to Rural Metro:                    Rural/Metro Corporation, Inc.  
9221 East Via de Ventura  
Scottsdale, Arizona 85258  
Attn: Fire Chief

With a Copy to: Rural/Metro Corporation, Inc.  
9221 East Via de Ventura  
Scottsdale, Arizona 85258  
Attn: General Counsel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

6. 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.
7. Non-Default. By executing this Second Amendment, Rural/Metro affirmatively asserts that (i) to its knowledge 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.

[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

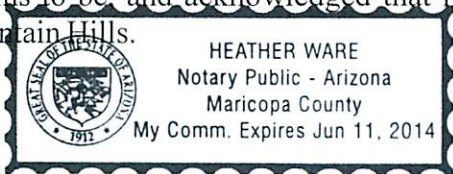
ATTEST:

Beverlyn J. Bender  
Beverlyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On May 19, 2014, before me personally appeared Kenneth W. Buchanan, 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.



Heather Ware  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**“Rural/Metro”**

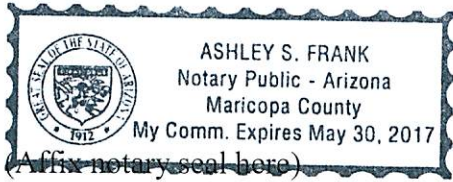
Rural/Metro Corporation,  
an Arizona corporation

By: *Michael East*  
Michael East, Senior Vice President

(ACKNOWLEDGMENT)

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

On May 15, 2014, before me personally appeared Michael East, the Senior Vice President of RURAL/METRO CORPORATION, an Arizona 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 corporation.



*Ashley S. Frank*  
Notary Public