

**FIRST AMENDMENT TO
FIRE PROTECTION SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO FIRE PROTECTION SERVICES AGREEMENT (this "First Amendment") is entered into on August 2, 2012, 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 E. Via de Ventura, Scottsdale, Arizona, 85258 (hereinafter called "RURAL/METRO").

RECITALS

- A. Whereas, TOWN and RURAL/METRO entered into a FIRE PROTECTION SERVICES AGREEMENT (the "Agreement") dated May 21, 2009, for fire protection and emergency medical services.
- B. Whereas, TOWN and RURAL/METRO desire to amend the Agreement to (i) add Crisis Activated Response Effort Services ("CARES") and (ii) increase the compensation paid to RURAL/METRO to cover the CARES obligations, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Addition of CARES Services. ARTICLE I, GENERAL RESPONSIBILITIES, OBLIGATIONS AND DUTIES OF RURAL/METRO, Section 1.1, Fire and Emergency Related Activities, is hereby revised to include a new paragraph N as follows:

N. Crisis Activated Response Effort Services. Creating and implementing a Crisis Activated Response Effort Services (CARES) team, with one part time coordinator (as set forth in Appendix E) to provide CARES education efforts.

2. Additional Compensation for CARES. ARTICLE II, TERM, TERMINATION AND CONSIDERATION, Section 2.4, Consideration, is hereby deleted in its entirety and replaced with the following:

2.4 Consideration.

A. Base Compensation. For the performance of the Services set forth in this Agreement (except for the CARES Services set forth in Subsection 1.1 (N) above), the Town shall pay RURAL/METRO Two Million Eight Hundred Fifty Two Thousand Three Hundred Sixty Eight Dollars (\$2,852,368.00 (the "Contract Price") for the twelve (12) months period commencing upon the Effective Date and ending on June 30, 2010, and such amount shall be adjusted annually during the remainder of the term of this Agreement as set forth in Subsection 2.5 below. Said amount shall be paid in twelve (12) equal monthly installments of Two Hundred Thirty Seven Thousand Six Hundred Ninety Seven Dollars (237,697.00) in immediately available funds, in addition to such

additional amounts provided for in Section 2.5(a), on or before the tenth (10th) day of each month for which service is provided with the first payment due within ten (10) days after the Effective Date.

B. Additional Compensation Related to CARES. Beginning July 1, 2012, for the performance of CARES obligations set forth in Subsection 1.1(N) of this Agreement, the TOWN shall pay the RURAL/METRO an annual cost of \$24,000, payable in monthly installments, for the balance of the term of the Agreement.

3. Revised Manpower Exhibit. APPENDIX E is hereby deleted in its entirety and replaced with a revised APPENDIX E, in the form attached hereto and incorporated herein by reference.

4. Effect of First Amendment. This First Amendment shall become effective on August 1, 2012. All of the terms, covenants, conditions and provisions of the Agreement are hereby reinstated and remain in full force and effect, as modified by this First Amendment.

5. Non-Default. By executing this First Amendment, the TOWN and RURAL/METRO affirmatively assert that (i) neither party is 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.

IN WITNESS WHEREOF the parties hereto have places signatures on the day and year first above written.

“RURAL/METRO”

“TOWN”

**Rural/Metro Corporation,
an Arizona corporation**

**The Town of Fountain Hills,
an Arizona municipal corporation**

By: 

By: Kenneth Buchanan

Title: Fire Chief

Title: Town Manager

Signature: Dan Caniff

Signature: Kenneth Buchanan

Date: 7/30/12

Date: 8-2-12

ATTEST:


Town Clerk

APPENDIX E
TO
FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
RURAL/METRO CORPORATION

[Manpower – Revised by Amendment No. 1]

40 hour week

1 Fire Chief/Emergency Management Coordinator
1 Assistant Fire Chief/Fire Marshal

Rural/Metro Fire Shift (24 hr.) Personnel

2 Fire Captains
2 Engineers
4 Firefighters

(Minimum of 5 personnel must be certified Emergency Fire Paramedics).

20 hour week

1 Crisis Activated Response Effort (CARE) Coordinator