



ADDENDUM L

FIRE SERVICE AGREEMENT

SPECIAL SERVICES AGREEMENT

(Florence Fire Department)

TOWN OF FLORENCE, ARIZONA,
a municipal corporation of the State of Arizona

AND

CLIENT

DATE: _____

SPECIAL SERVICES AGREEMENT

THIS SPECIAL SERVICES AGREEMENT (the “**Agreement**”) is made between the **TOWN OF FLORENCE**, an Arizona municipal corporation (the “**Town**”) and _____ (the “**Client**”), to provide for the payment of fees for special services to be rendered by the Town to the Client upon the request of the Client. The Agreement is entered into this ____ day of _____, 20__ (the “**Effective Date**”).

RECITALS

- A. Client owns, rents or leases certain property within the corporate limits of Florence, Arizona, and more particularly described as _____ at _____ (the “Property”).

- B. Client desires to have extra or special services for fire protection and emergency medical service (“Fire and EMS service”) present upon the Property on _____, 24 hours per day (the “Event”).

- C. The Town of Florence agrees to provide such services to Client, as more fully described below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Client, intending to be legally bound, agree as follows:

AGREEMENT

- 1. Client requests and Town agrees to provide stand-by Fire and EMS services at the Property. It is expressly agreed that the Town will not provide EMS transportation service as part of this agreement. Client agrees to acquire EMS transportation service from another source. The number of personnel required and times of service will be determined by the Town of Florence Fire Chief and Client.

- 2. Client and Town agree that all such personnel shall be active members of the Town of Florence Fire Department.

- 3. All personnel shall report for duty in Town of Florence Fire Department marked vehicles, and shall be equipped with official Town of Florence Fire Department issued equipment.

- 4. In return for the provision of such above-described services by the Town during the Event, Client agrees to compensate the Town in the amount of _____ Dollars (\$_____), as more particularly described in Exhibit A to this Agreement incorporated and made a part hereof, and which amount is to be considered a “flat fee” for such services and is not pro-ratable on either an hourly or daily basis. Such compensation is due on the Effective Date of this Agreement and is non-refundable unless this Agreement is cancelled pursuant to the provisions of Paragraph 7 below.

5. During the Event, Client agrees to provide Town with _____
_____ for all personnel present at the Event.

6. The Client shall defend, indemnify and hold harmless the Town, its agents, employees and assigns from any claims, losses or damages resulting from personal injury, property damage, or death if such claims, losses or damages arise from or relate to the Town's performance of its obligations under this Agreement. Client's duty under this Paragraph 6 shall survive the termination of the Agreement for a period of two years after such termination.

7. Unless otherwise specified herein, this Agreement shall terminate upon the Town's provision of security services at the location and on the date and time specified above. Any notices required to be sent pursuant to this Agreement shall be addressed as follows:

To Client: _____

_____ telephone
_____ facsimile
Attention: _____

To Town: Town of Florence
PO Box 2670
Florence, Arizona 85132
520.868.7564 facsimile
Attention: Town Manager

With a copy to: Town of Florence
PO Box 2670
Florence, Arizona 85132
520.868.7564 facsimile
Attention: Town Attorney

8. General Provisions

Default. Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of ninety (90) days (the "**Cure Period**") after written notice thereof from the other party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible.

Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or Client of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.

Incorporation of Recitals and Exhibits. The Recitals stated above and the exhibits attached hereto are incorporated by this reference into this Agreement.

Remedies for Default. If a party to this Agreement is in material default under any provision of this Agreement that has not been cured (or is not capable of cure), the non-defaulting party shall be entitled, without prejudice to any other right or remedy that it may have under this Agreement, at law or in equity.

Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms, covenants or conditions hereof, or by reason of any default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, with the fees to be set by the court and not by jury.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.

Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the Town and Client and their respective successors and assigns.

No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Client and the Town. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.

Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the parties hereto.

Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona. Any disputes arising under this Agreement will be heard in the Superior Court of the State of Arizona, in and for Pinal County.

Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

Good Standing/Authority. Client represents that it is a validly existing corporation under the laws of the state of Arizona. The Town represents that it is a political subdivision of the state of Arizona and is authorized to enter into this Agreement. Both Parties represent and warrant that the individual(s) executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

Severability. In the event that (i) the Attorney General of Arizona issues or affirms an opinion which finds any part of this Agreement to be illegal, invalid or unenforceable, or (ii) any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such invalid term or portion of the Agreement may be severed herefrom and the validity and enforceability of the remainder of the Agreement shall not be affected.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN: TOWN OF FLORENCE, an Arizona municipal corporation

Town Manager

Date

Fire Chief

Date

CLIENT: _____

By: _____

Its: _____

Date: _____

EXHIBIT A
FEE SCHEDULE

[TO BE DETERMINED BASED ON EVENT AND/OR SERVICE]