

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE is made between Rural/Metro Fire Dept. ("Rural/Metro") and City of Goodyear (the "City") identified below. This Agreement is effective as of October ___, 2017.

WHEREAS, the parties dispute the responsibility and amount including but not limited to the rates charged by City to Rural/Metro for services provided by City to Rural/Metro from 2013 through October 15, 2017 ("Services"); and

WHEREAS, the Parties desire to resolve any and all disputes regarding the amounts allegedly owed by Rural/Metro; and

WHEREAS, the Parties desire to resolve any and all claims and disputes regarding these matters; and

WHEREAS, simultaneously with the execution of this Agreement, the Parties shall enter into an agreement for the parties to provide mutual aid services.

NOW THEREFORE, the Parties do hereby agree as follows:

1. Settlement Payment. In consideration of the terms set forth herein, Rural/Metro agrees to pay City \$40,000 in full and complete satisfaction of any and all amounts owed to the City for Services as of the Effective Date of this Agreement (the "Settlement Payment"). Rural/Metro shall remit the Settlement Payment in a lump sum to City on or before November 1, 2017. Rural/Metro shall send the Settlement Payment(s) to:

Doug Sandstrom, Finance Director
City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338

Receipt and successful negotiation of the Settlement Payment(s) is a condition precedent to release of City as set forth in paragraphs 3 and 4 below.

2. Agreement. The Parties shall simultaneously execute the attached Fire, Medical Emergencies, And Rescue Mutual-Aid Agreement Between City of Goodyear And Rural/Metro Fire Dept. Inc. for parties to provide mutual aid services, attached hereto as Exhibit A.

3. Payment Bond. In consideration of the terms hereunder, Rural/Metro shall provide a payment bond in the amount of Thirty Thousand Dollars (\$30,000) for the faithful performance of payment obligations under the Mutual Aid Agreement payable to the City. The performance bond will be required throughout the initial term of the Agreement (Exhibit A) and should Rural/Metro have no delinquent

payments during such terms shall expire and not be required for any renewal terms.

4. Rural/Metro's Release. Rural/Metro, its officers, agents, heirs, successors, and assigns hereby releases, remises and forever discharges City and from all debts, demands, actions, causes of action, arbitration, claims, suits, accounts, covenants, contracts, agreements, and any and all claims, demands and liabilities whatsoever, both known and unknown, of any name and nature, and in law and in equity, which may be asserted against City, its heirs, successors, parents, owners, managers, subsidiaries, and assigns that Rural/Metro now has, or ever had, from the beginning of the world to the date of this Agreement, arising out of any act, event, omission, or occurrence, which took place prior to the date of this Agreement and specifically related to, all claims and defenses that were or could have been asserted in connection with the charges for the Services. The release set forth in this paragraph shall only apply to the charges for the Services defined herein and shall not operate as a general release or release of any other debts, demands, actions, causes of action, arbitration, claims, suits, accounts, covenants, contracts, agreements, or claims that may exist between the parties.

5. City's Release. The City, its officers, agents, heirs, successors, and assigns hereby releases, remises and forever discharges Rural/Metro of and from all debts, demands, actions, causes of action, arbitration, claims, suits, accounts, covenants, contracts, agreements, and any and all claims, demands and liabilities whatsoever, both known and unknown, of any name and nature, and in law and in equity, which may be asserted against Rural/Metro, its heirs, successors, parents, owners, managers, subsidiaries, and assigns that City now has, or ever had, from the beginning of the world to the date of this Agreement, arising out of any act, event, omission, or occurrence, which took place prior to the date of this Agreement and specifically related to, all claims and defenses that were or could have been asserted in connection with the charges for the Responses. The release set forth in this paragraph shall only apply to the charges for the Services defined herein and shall not operate as a general release or a release of any other debts, demands, actions, causes of action, arbitration, claims, suits, accounts, covenants, contracts, agreements, or claims that may exist between the parties.

6. Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

7. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to City:

Goodyear Fire Chief
Goodyear Municipal Complex
14455 W. Van Buren Street
Building E (Police & Fire Admin)
Goodyear, AZ 85338

With a copy to:

Goodyear City Attorney
14455 W. Van Buren Street
Goodyear, AZ 85338

If to Rural/Metro:

Rural/Metro Fire Department
Fire Chief
8465 N. Pima Road
Scottsdale, AZ 85258

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle 14th Floor
Greenwood Village, Colorado 80111

8. **Miscellaneous.** This Agreement (including the Exhibit A and Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of Arizona without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Rural/Metro Fire Dept., Inc.

By: _____

Print Name: _____

Print Title: _____

City of Goodyear

By: _____

Print Name: _____

Print Title: _____