

**FIFTH AMENDMENT AGREEMENT TO A CONTRACT
BY AND BETWEEN
NORTH SMITHFIELD FIRE AND RESCUE SERVICE, INC.
AND
TOWN OF NORTH SMITHFIELD**

This Agreement is made and entered into this 20th day of July, 2015, by and between the Town of North Smithfield (the "Town"), a municipal corporation of the State of Rhode Island located at One Main Street, Memorial Town Building, Slatersville, RI and the North Smithfield Fire and Rescue Service, Inc. (the "NSFRS"), a Rhode Island corporation with its principal office located at 1470 Providence Pike, North Smithfield, RI.

RECITALS

WHEREAS, the Town and NSFRS have entered into a Contract dated May 9th, 2012 (the "Agreement") wherein the NSFRS has agreed to provide certain fire and rescue services to the Town for the period of July 1st, 2012 through June 30th, 2015 (the "Term").

WHEREAS, the NSFRS agrees to provide certain fire and rescue services to the Town; and

WHEREAS, pursuant to the Contract, the Town agrees to pay certain sums to NSFRS in exchange for such services; and

WHEREAS, the Term of the Contract as set forth therein began on July 1st, 2012 and as previously amended, shall expire on June 30th, 2015.

WHEREAS, both the Town and NSFRS see to amend the Contract to extend the expiration date thereof from July 1st, 2015 to June 30th, 2018.

NOW, THEREFOR, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Amendment to the Agreement**

- a. The dates set forth immediately above the first sentence of the first paragraph of the Contract are hereby amended by deleting the reference to "**June 30th, 2015**" and by inserting the following in place thereof "**June 30th, 2018**".
- b. Section 4 of the Contract is hereby amended by inserting the following new sub-paragraphs:
 - i. "for the fiscal year beginning July 1st, 2015, not less than a 9.72% increase from the base funding amount of the prior year (2014-2015)"
 - ii. "for the fiscal year beginning July 1st, 2016, not less than a 6.29% increase from the base funding amount of the prior year (2015-216)"

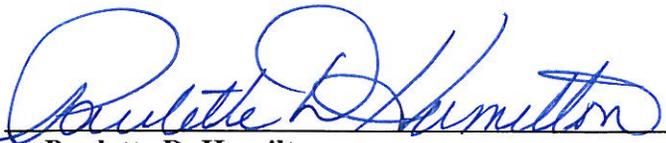
- iii. “for the fiscal year beginning July 1st, 2017, not less than a 4.20% increase from the base funding amount of the prior year (2016-2017)”
- c. Exhibit I of the Contract is hereby amended by inserting the following:
 - i. “And Fiscal Year 2015-2016 Not less than \$2,569,080”
 - ii. “And Fiscal Year 2016-2017 Not less than \$2,730,655”
 - iii. “And Fiscal Year 2017-2018 Not less than \$2,845,474”
- d. Except as modified and amended hereby, the Contract shall remain in full force and effect and is in all other respects hereby ratified and confirmed.
- e. NSFRS and the Town of North Smithfield agree that NSFRS shall provide a minimum staff of twenty-three (23) full-time fire personnel, effective October 1st, 2015.

2. Miscellaneous

- a. NSFRS hereby warrants and covenants with the Town that it continues to be a valid and existing Rhode Island corporation in good standing with the Secretary of State of the State of Rhode Island. NSFRS further warrants and covenants that appropriate corporation procedures have been taken to authorize the execution of this Amendment Agreement, a copy or copies of which shall be provided to the Town contemporaneously herewith.
- b. All references contained in the Contract shall be deemed to include the Contract as amended as of even date, and any reference contained in the Contract which is inconsistent herewith shall be deemed to have been amended to be consistent with the terms and conditions herein contained.
- c. THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF RHODE ISLAND. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY LEGAL PROCEEDINGS COMMENCED IN CONNECTION WITH OR BASED UPON THIS AGREEMENT, THE CONTRACT, ANY RELATED INSTRUMENT OR AGREEMENT, OR THE DEALINGS OR THE RELATIONSHIP BY AND BETWEEN THE PARTIES THERETO.
- d. This Agreement may not be amended, nor may any rights hereunder be waived except with regard to any waiver by an instrument in writing signed by both the Town and NSFRS. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused the Fifth Amendment Agreement to be dully executed as of the day and year indicated above.

Town of North Smithfield

By: 

Paulette D. Hamilton
Town Administrator

As duly authorized by the Town Council for the Town of North Smithfield

North Smithfield Fire and Rescue Service, Inc.

By: 

Joel D. Jillson
Chief, North Smithfield Fire and Rescue Service, Inc.

By: 

Paul Lefevbre
President, North Smithfield Fire and Rescue Service, Inc.

As duly authorized by and on behalf of the North Smithfield Fire and Rescue Service, Inc.