

ADDENDUM TO CONTRACT FOR FIRE PROTECTION SERVICE

THIS ADDENDUM to the Contract for Fire Protection Service dated March 10, 2015 is made by and between the Tontitown Area Fire Department, Inc., (hereinafter referred to "TAFD") and the City of Tontitown, Arkansas (hereinafter referred to as "the City") on this _____ day of August, 2015, WITNESSETH:

WHEREAS, the parties hereto executed a Contract for Fire Protection Service on or about March 10, 2015; and

WHEREAS, the parts of said Contract have proved impracticable both from a firefighting standpoint and an administrative standpoint;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged by both parties:

1. Paragraph 7.D. of said contract is hereby modified and amended to read, in its entirety:

"TAFD may use, in the discretion of its members, any and all City owned or City leased firefighting equipment and vehicles for any lawful purpose, including without limitation responding to a call and training, whether within or without the city limits of Tontitown. In the event that City equipment or vehicles is or are damaged or destroyed in the course of TAFD's use of the same, TAFD shall replace or cause to be replaced said equipment or vehicle(s) in the same condition or as close as possible to the same condition as when the equipment or vehicle(s) were put in the possession of TAFD, fair wear and tear excepted."

2. All other parts of said contract not in conflict herewith remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day, month and year first above written.

CITY OF TONTITOWN, ARKANSAS

BY: _____
Hon. Paul Colvin, Mayor

ATTEST:

BY: _____
Deputy Recorder

TONTITOWN AREA FIRE DEPARTMENT, INC.

BY: _____
Jason R. Steele, Board President