

FIRST AMENDMENT

to

**FY 2023 – FY2025
MUNICIPAL FIRE PROTECTION AGREEMENT**

TOWN OF APEX

This **FIRST AMENDMENT** made and entered into the 3rd day of July 2023, by and between the County of Wake, a body politic and corporate of the State of North Carolina, hereinafter referred to as “**COUNTY**” and Town of Apex hereinafter referred to as “**TOWN**”.

WITNESSETH:

WHEREAS, the **COUNTY** and **TOWN** have an existing Fire Protection Agreement specifying services, terms and conditions under which the **TOWN** provides fire services to the **COUNTY** (“**Agreement**”); and,

WHEREAS, the term of said Agreement is July 1, 2022 through June 30, 2025; and

WHEREAS, The **COUNTY** desires to amend the Agreement to add funds approved in the FY24 adopted budget for the provision of Fire Services under the Agreement; and,

WHEREAS, The **COUNTY** desires to amend the Agreement to add terms related to Body Armor to be provide by the **COUNTY** for the safety of the **TOWN**; and

WHEREAS, The **COUNTY** desires to amend the Agreement to add terms related to a new option for Cost Sharing for fire fighting vehicles (“**LFFV**” and “**SFFV**”); and

WHEREAS, the **TOWN** has accepted these amended terms and is desirous of a continued relationship with the **COUNTY** to provide fire services.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **COUNTY** and **TOWN** amend the Agreement as follows:

1. *Recitals/Capitalized Terms.* The foregoing recitals are made a part of this Amendment and are incorporated herein by reference. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. *Specific Amendments.* The Agreement is hereby amended as follows:

(a) *Additional FY 24 Funds.* Section 2 of the Agreement is amended to add the following paragraph:

FISCAL YEAR 2024. The approved total appropriation in the Wake County FY 24 adopted budget for the TOWN is ONE MILLION, FIVE HUNDRED SIXTY

ONE THOUSAND, EIGHT HUNDRED TWENTY-EIGHT and ZERO cents, (\$1,561,828.00), which shall be the maximum payable to the Department for FY 24, with no minimum amount due in the event of early termination.

- (b) *Cost Share.* Section 16 of the Agreement is amended to add the following section:

16.9.1.9. Starting with the FY 24 Fire Tax District Budget process, as an alternative to 16.9.1.5 and 16.9.1.6 herein, any Town traditionally paying cash for apparatus may instead opt to enter a new apparatus agreement with the County for all of the Town department's LFFV and SFFV upon the following conditions:

- a. Town receives an annual capital apparatus payment based on predicted modeled cost of apparatus with yearly adjustments on cost share percentage (The updated cost share % and annual payment will be provided and mutually agreed upon during the budget process each year).
- b. Town may purchase apparatus on the Town's timeline instead of the County's apparatus schedule.
- c. All Apparatus from the Town department shall be removed from the County's apparatus replacement schedule.
- d. County shall pay for 100% of the cost of brush trucks and tankers.
- e. Agreement shall encompass all large firefighting vehicles and small firefighting vehicles including administrative vehicles.
- f. Town cannot switch back to the old system after the new apparatus agreement is established.
- g. When the Town sells each LFFV and SFFV at its end of useful life, the County shall receive the cost share percentage of the sale, which shall be based on the sale in the year that the vehicle was purchased.
- h. All apparatus must be insured in accordance with the requirements set forth in Section 17.4 of the Agreement.

- (c) *Body Armor.* Section 20 of the Agreement is amended to add the following section:

20.27. BODY ARMOR: The COUNTY shall provide Body Armor to the Department for personal safety and protection. TOWN agrees to follow the minimum standard for use and care of body armor attached as Appendix A to this Amendment and incorporated herein by reference. For the purpose of this Section, Body Armor is defined as an item of personal protective equipment that provides protection against specific ballistic threats within its coverage area. 20.13 of the Agreement shall apply to disposal of Body Armor.

3. *Affirmation of Agreement Terms.* Except to the extent herein revised, modified or amended, all terms, conditions and provisions of the Agreement are hereby affirmed and ratified in all respects, and shall remain in full force and effect.

4. *Counterparts.* This Amendment may be executed in any number of counterparts and all so executed shall constitute one agreement binding on the Parties, notwithstanding that not all Parties have signed the same counterpart.

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

THE COUNTY OF WAKE

By: _____ **Date:** _____

Title: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

FINANCE DIRECTOR

The person responsible for monitoring contract performance requirements is:

Joe Vindigni _____ **Department Head Initials**

TOWN OF APEX

By: _____ **Date:** _____

Title: _____