

SECOND AMENDMENT

to

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

TOWN OF APEX

This **SECOND AMENDMENT** made and entered into the 1st day of July 2024, 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 FY25 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 new station construction; 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) *New Station Construction.* Starting with the FY 25, Section 16.9.2 New Station Construction, shall include:

a. The final cost share determined percentage will be calculated utilizing the cost share metrics that are applicable to that station’s

coverage area based upon the most recent 6-month period that is calculated in either January or July of the calendar year.

- b. The new calculated percentage shall not move plus or minus more than 5% from the original calculated percentage that was determined during the initial request and memorialized in a Memorandum of Agreement.

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: Director of Fire Services & Emergency Management

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: Joseph Vindigni

_____ **Department Head Initials**

TOWN OF APEX

By: _____ **Date:** _____

Title: Town Manager

