

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

AMENDMENT TO CONTRACT
FOR FIRE PROTECTION

This Amendment to Contract for Fire Protection (“Amendment”) is made and entered into as of the 21st day of May, 2019, by and between **THE COUNTY OF JACKSON, NORTH CAROLINA**, a body politic existing under the laws of the State of North Carolina, hereinafter referred to as (“County”) and **CASHIERS-GLENVILLE VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation duly organized and existing under the laws of the State of North Carolina, hereinafter referred to as (“Contractor.”).

WHEREAS, County and Contractor entered into a Contract for Fire Protection dated June 18, 2015 (the “Contract”), to provide fire protection and other emergency services within the boundaries of the Cashiers-Glenville Fire district, a description of which is on file in the County Fire Marshal’s Office in Sylva, North Carolina, which Contract terminates on June 30, 2019; and

WHEREAS, County and Contractor desire to enter into this Amendment for the purpose of extending the termination date to June 30, 2020.

NOW THEREFORE, for and in consideration of the foregoing premises and contracts contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor intending to be bound hereby, do hereby amend the Contract as follows:

1. The term of the Contract shall be extended to June 30, 2020 (the “Extension Term”).
2. Paragraph (1) of the Contract shall be amended to change the notification period required for termination in the Contract from thirty (30) days written notice to ninety (90) days written notice.
3. Paragraph (4) of the Contract shall be amended to add the following sentence: “Upon no less than ten (10) days notice and no more often than once every fiscal year, County may audit or use a reputable accounting firm to audit the Contractor’s financial records relating to its performance under the Contract and shall make its records available to County or County’s accounting firm for this purpose.”
4. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Contract.
5. This Amendment embodies the entire contract between County and Contractor with respect to the amendment of the Contract. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Contract remain in full force and effect.

Except as otherwise expressly provided herein, the parties do not intend to, and the execution of the Amendment shall not, in any manner impair the Contract, the purpose of this Amendment being simply to amend and ratify the Contract, as hereby amended and ratified, and to confirm and carry forward the Contract, as hereby amended, in full force and effect.

- 7. This Amendment shall be construed and government by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have caused these presents to be executed in their names, all by Order of the Jackson County Board of Commissioners and by Order of the Board of Cashiers-Glenville Volunteer Fire Department, Inc., on the day and year first above written.

THE COUNTY OF JACKSON

By: _____
Brian T. McMachan

Its: Chairman, Board of Commissioners

Date: _____

ATTEST:

Angela M. Winchester, Clerk to the Board of Commissioners

CASHIERS-GLENVILLE VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: By: _____

By: _____ Its: _____

Its: _____ Date: _____

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

This the _____ day of _____ 2019

Finance Officer
Jackson County, North Carolina