

AFTER RECORDING MAIL TO:

Douglas County Fire District No. 2
Attn: District Secretary
377 Eastmont Ave
East Wenatchee, WA 98802

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Douglas County Fire District No. 2, a Washington municipal corporation; Chelan County Fire District No. 1, a Washington municipal corporation

Grantee(s): Douglas County Fire District No. 2, a Washington municipal corporation; Chelan County Fire District No. 1, a Washington municipal corporation

Reference Number(s) of Documents Assigned or Released: N/A

Abbreviated Legal Description: N/A

Assessor's Parcel Number(s): N/A

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR
FIRE CHIEF SERVICES**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE CHIEF SERVICES ("Amendment") is entered into this date between the DOUGLAS COUNTY FIRE DISTRICT NO. 2 ("DCFD"), a Washington municipal corporation, CHELAN COUNTY FIRE DISTRICT NO. 1, a Washington municipal corporation ("CCFD"). Collectively, CCFD and DCFD may be referred to herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the DCFD and CCFD previously entered into that certain Interlocal Agreement for Fire Chief Services, dated March 12, 2021 ("Agreement") wherein the Parties set forth the terms, conditions, and compensation upon which the CCFD Fire Chief would also serve as the DCFD Fire Chief;

WHEREAS, Section 10 of the Agreement imposed a requirement for the Parties to meet quarterly and discuss potential adjustments to the Agreement;

WHEREAS, the Parties have met and further discussed administrative staffing needs and associated costs in an effort to maximize efficiencies;

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WHEREAS, the Parties determined that the cost for DCFD to separately hire a Fire Chief and maintain three Assistant Chiefs, is approximately, \$688,391.33;

WHEREAS, the Parties further discussed and proposed consolidating and/or structuring the use of administrative personnel (i.e. Assistant Chiefs) in manner that promotes specialization and avoids duplication of efforts between the Parties;

WHEREAS, the Parties have proposed sharing in the use and associated costs of an administrative structure consisting of (1) Chief, (4) Assistant Chiefs, and (1) Wildland Liaison;

WHEREAS, the total cost of compensation associated with the administrative structure proposed in the recital above is approximately \$835,025.96 ("TCC");

WHEREAS, the Parties are anticipating equal use and benefit from the administrative structure and proposing to split the TCC on a 50/50 basis and eliminate the current \$8,500/month fee CCFD has been charging on a monthly basis for the CCFD Fire Chief;

WHEREAS, the Parties desire to amend the Agreement as set forth herein to incorporate the proposed changes to the administrative structure and associated costs due under the Agreement;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the CCFD and DCFD hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as if set forth in full as binding commitments of the Parties.

2. Term. Section 3 (Term) of the Agreement is hereby amended and extended as follows:

Unless earlier terminated as further set forth herein, this Agreement shall remain in effect until July 31, 2023.

3. Fire Chief Services. The first sentence of Section 5 (Fire Chief Services) of the Agreement is hereby amended to read as follows:

CCFD, acting through the CCFD Fire Chief, shall serve as the DCFD Fire Chief and provide management and administrative services, as requested by DCFD, which include and are limited to the following...

The remainder of Section 5, including all subsections, are hereby re-affirmed.

4. Compensation. Section 8 (Compensation) of the Agreement is hereby amended as follows:

The CCFD, through the CCFD Fire Chief, shall provide fire chief (management) and administrative support services to DCFD for which the DCFD shall compensate the CCFD according to the following:

8.1 DCFD shall pay or remit to CCFD Fifty Percent (50%) of the TTC as follows:

- a. For the period August 1, 2021 through December 31, 2021, DCFD's portion of the TTC is \$173,963.74.
- b. For the period January 1, 2022 through December 31, 2022, DCFD's portion of the TTC is \$417,512.98 or other amount as budgeted and mutually agreed by the Parties .
- c. For the period January 1, 2023 through July 31, 2023, DCFDs portion of the TTC shall be the greater of \$243,549.24 or other amount as budgeted and mutually agreed by the Parties.

Payment or remittance of the TTC shall be made in monthly installments as set forth in Section 9 of the Agreement.

8.2 In the event the meeting between the Parties as required by Section 10, results in the need for an equitable adjustment (increase) to the monthly fee set forth in Section 8.1, such adjustment shall be mutually agreed and added to the monthly payment due from DCFD. The equitable adjustment shall remain in effect unless or until a subsequent meeting between the Parties determines that the equitable adjustment is no longer needed. The equitable adjustment shall not be applied to past services and shall only apply for services beginning the month following the decision to make the adjustment.

5. Independent Contractors. The Parties hereby confirm that the services provided by the administrative staff, including Assistance Chiefs, as contemplated by this Amendment are provided by and to each Party as an independent contractor as set forth in Section 4 of the Agreement. Each Party shall be separately responsible for payment of wages, salaries and benefits of their respective employees.

6. Ratification. Except as set forth in this Amendment, the Parties hereby reaffirm and ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall be controlling.

7. Recording. This Amendment shall be recorded with the Chelan County Auditor and Douglas County Auditor.

8. Counterpart Execution. This Amendment may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.

APPROVED BY:

APPROVED BY:

DOUGLAS COUNTY FIRE DISTRICT NO. 2

CHELAN COUNTY FIRE DISTRICT NO. 1



Dave Fennell, Board Chair

Phil Dormier, Board Chair

Date: 7/16/2021

Date: _____

6. Ratification. Except as set forth in this Amendment, the Parties hereby reaffirm and ratify the terms and conditions of the Agreement. In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall be controlling.

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DOUGLAS COUNTY FIRE DISTRICT NO. 2

CHELAN COUNTY FIRE DISTRICT NO. 1

Dave Fennell, Board Chair



Phil Dormaier, Board Chair

Date: _____

Date: 7/30/2021