

JOINT ACTIVITY INTERLOCAL AGREEMENT

This Agreement is entered into between KLICKITAT COUNTY FIRE PROTECTION DISTRICT NO. 3, a municipal corporation, hereafter referred to as "District ", and THE CITY OF WHITE SALMON a municipal corporation, hereafter referred to as "City."

RECITALS

1. This Agreement is entered into under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. The Fire District and the City have determined that it would be in the best interest of both parties to retain a consultant for the purpose of exploring regional Cooperative Emergency Services options.

AGREEMENT

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Cost Sharing.** The Fire District has agreed to retain mHc Associates to provide consulting services to guide the regional Cooperative Emergency Services discussion between the District and the City pursuant to an Addendum to its existing contract with mHc Associates for Project Management Services "Addendum." A copy of that Addendum is attached hereto as Exhibit A. The District shall pay the full invoice from mHc Associates and shall, within 30 days of payment, invoice the City for its 50% share. The City agrees to pay 50% of each invoice for the consulting services defined in the Addendum. The City shall pay such invoices within 30 days of receipt.
2. **Direction of Consultant.** The City and Fire District Fire Chief and City Administrator shall consult on a regular basis and shall provide joint direction to the Consultant. Subject to the dispute resolution provisions herein, in the event of a disagreement between the Fire Chief's and the City Administrator regarding the scope of services the disagreeing party may exercise its right to terminate this Agreement and shall not be responsible for any consultant fees related to work the disagreeing party did not approve.
3. **Term.** This Agreement shall be effective on the date of execution and shall continue until either party provides the other party with 30 days advance written notice of its intent to terminate.
4. **Miscellaneous**
 - 4.1. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation.
 - 4.2. **Administration.** This Agreement shall be administered jointly by the chief officers of the respective Parties.

- 4.3. Property Ownership.** This Agreement does not provide for jointly owned property.
- 4.4. Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 4.5. Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
- 4.6. Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- 4.7. Dispute Resolution.** The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner as set forth in Section 4.6. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than thirty (30) days from the date of the notice unless extended by mutual agreement of the Parties.

**KLICKITAT COUNTY FIRE
PROTECTION DISTRICT NO. 3**

CITY OF WHITE SALMON

By: Wesley W Long
 Print Name: Wesley W Long
 Its: Fire Chief
 DATE: 8/4/22

By: Mona Kestner
 Print Name: Mona Kestner
 Its: Mayor
 DATE: 8/3/22

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

KCFD 3
 PO Box 151
 Husum WA 98623

ADDENDUM TO PROJECT MANAGEMENT AGREEMENT

THIS ADDENDUM modifies the PROJECT MANAGEMENT AGREEMENT between **Klickitat County Fire Protection District No. 3** "District", a municipal corporation, and **mHc Associates** "Project Manager".

THE DISTRICT and PROJECT MANAGER mutually agree as follows:

1. Scope of Services. Exhibit A shall be modified to expand the Scope of Services to include consulting services to explore regional Cooperative Emergency Services options between the City of White Salmon and the Fire District.
2. Except as expressly modified by this Addendum all provisions of the Professional Services Agreement remain unchanged and in full force and effect.

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

Klickitat County Fire Protection District No. 3

 7/14/2022
By: Wes Long

Its: Chief

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Klickitat County Fire Protection District No. 3

By: Wes Long 7/14/2022 [Signature]

Its: Chief