

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS
AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-
WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013**

This Amendment made pursuant to Section 30.1 of the Interlocal Agreement between the Cities of Camas and Washougal for the Formation and Operation of the Camas-Washougal Fire Department dated December 4, 2013, hereinafter “Agreement”, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Washougal”, and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Camas”:
WITNESSETH

WHEREAS, Camas has determined that it is appropriate to increase the staffing profile provided in Section 6 of the Agreement to add four firefighters and one deputy fire marshal, and that such staffing increases should occur in 2019.

WHEREAS, Camas has further determined to independently fund these additional positions outside of the formulaic cost sharing identified in the Agreement.

WHEREAS, Washougal has not determined that the increased staffing profile is appropriate at this time and is therefore not participating in the funding of the additional positions in 2019.

WHEREAS, Camas will further incur expenses relating to the acquisition of associated equipment.

WHEREAS, Camas and Washougal have stipulated to amend Section 16, by adding a new Subsection 16.17, to clarify the respective responsibilities associated with the funding and cost allocation provision of the Agreement.

WHEREAS, Section 16 of the Agreement shall be amended to include a new subsection 16.17, as follows:

16.17 The provisions of this Section relating to the funding and cost allocation shall remain in full force and effect, with the exception that the addition of four firefighters and deputy fire marshal to occur in 2019 shall be independently funded by Camas, and Washougal is not bound to participate in the funding of these additional positions in 2019, under the following conditions:

16.17.1 Camas and Washougal will work together with best efforts and good faith to review the staffing profile for the Agreement to seek mutual agreement on staffing levels and staffing needs, alternatives to increased staffing such as the use of volunteers, funding and ability to pay. Camas and Washougal further agree that they will mutually review all other provisions of the Agreement as may be appropriate for amendment, including but not limited to capital facilities planning and funding, cost sharing and ECFR payments.

16.17.2 The parties agree that a good faith and best efforts will be made to reach mutual agreement regarding the additional staffing and related cost sharing and the other review items described herein in time to implement any adjustments in the 2020 budget, but in any event no later than in time for the 2021 budget.

16.17.3 Failure to negotiate future funding allocation shall not constitute cause under Section 19. Termination shall require twenty-four months' notice pursuant to section 19.2 unless some other grounds exist under Sections 19.3 or 19.4 permitting a shorter termination period. Any termination shall be expressly subject to Section 19.8 relating to reimbursement of net costs to include the additional funding assumption by Camas as described in this Section. Such termination notice shall not prevent the Parties from reaching mutual agreement during the pendency of the twenty-four months' notice period.

16.17.4 Additional expenses assumed by Camas relating to the acquisition of equipment shall be reimbursed by Washougal concurrently with an agreement on staffing levels as described in Subsection 16.17.1 herein, but in no event later than December 31, 2020.

16.17.5 The terms of Attachment D shall be amended as necessary to reflect the provisions of this Subsection 16.17.

IN WITNESS WHEREOF the parties have caused this Amendment of Interlocal Agreement to be executed in their respective names by their duly authorized officers and have caused this Amendment of Interlocal Agreement to be dated as of the _____ day of _____, 2018.

CITY OF CAMAS, a municipal corporation

By: _____
Title: _____

Attest:

Camas City Clerk

Approved as to form:

Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

By: Molly Coston
Title: Mayor of the City of Washougal

Attest:

Washougal City Clerk

Approved as to form:

Kenneth Woodrich, City Attorney