

ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN MASON COUNTY FIRE DISTRICT #13 AND THE CITY OF McCLEARY REGARDING FIRE PROTECTION SERVICES

This Interlocal Addendum (hereinafter “Addendum”) is entered into by and between Mason County Fire District #13, hereinafter “District,” and the City of McCleary, Washington, hereinafter “McCleary.” And shall be collectively referred to as the “Parties.”

WHEREAS, , the Parties entered into an Interlocal Agreement for Fire Protection Services dated December 12, 2012 (“Agreement”); and

WHEREAS, the Agreement remains in full force and effect; and

WHEREAS, the Parties have identified an underbilling amount for the years 2012 through 2025 totaling Eighty-Eight Thousand Four-Hundred Forty-One Dollars and Eight-Six Cents (\$88,441.86). The total underbilling for the years 2019 through 2024 totals Sixty Thousand Eight Hundred Eighty-Five Dollars and Ten Cents (\$60,885.10); and

WHEREAS, the Parties desire to establish a repayment method for the Sixty Thousand Eight Hundred Eight-Five Dollars and Ten Cents (\$60,885.10) that was underbilled to the District during the years 2019 through 2024 (“the Underbilled Balance”) while maintaining the existing terms and structure of the Agreement; and

WHEREAS, in consideration of the repayment terms set forth herein, the City agrees to resolve and waive any claims relating to the identified underbilling.

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

1. REPAYMENT STRUCTURE

- 1.1 Upon execution of this Addendum, the District shall pay to the City the annual invoice amount as required under the Agreement plus an additional Seven Thousand Five Hundred Dollars (\$7,500.00) per year until the total Underbilled Balance of \$60,885.10 is paid in full.
- 1.2 Further, the Parties agree that the Underbilled Balance shall be repaid without the accrual of any interest.
- 1.3 In the event the District elects to make payments in excess of the amount required under Section 1.1, such additional payments shall be applied solely toward the underbilling balance.
- 1.4 In the event the Agreement is terminated or no longer in effect prior to repayment of the Underbilled Balance, the payment plan shall remain in place and the District shall continue to pay Seven Thousand Five Hundred Dollars (\$7,500.00) per year until the Underbilled Balance is paid in full.

2. DURATION, EFFECTIVE DATE AND MODIFICATION

- 2.1 This Agreement shall be effective upon Addendum shall become effective upon the date of the last signature below and shall remain in effect until the underbilling balance identified herein is paid in full.
- 2.2 This Addendum is intended to express the entire agreement of the Parties and may not be altered or modified in any way unless such modification is reduced to writing, jointly agreed upon, and signed by both Parties.
- 2.3 Except as expressly modified by this Addendum, all terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

3. WAIVER AND RELEASE

- 3.1 In consideration of the District’s agreement to repay the underbilling balance as set forth herein, the City hereby waives, releases, and forever discharges any and all claims, demands, or causes of action it has or may have against the District arising out of or relating to the underbilling identified prior to 2026.

4. SEVERABILITY AND GOVERNING LAW

- 4.1 If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.
- 4.2 This Agreement shall be governed by the laws of the State of Washington and venue for any action arising from this Agreement shall be in Grays Harbor County Superior Court.

MASON CO. FIRE DIST. #13

CITY OF McCLEARY

, Commissioner

Brycen Huff, Mayor

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Shane Brady, District’s Attorney

Madison A. Pleasant, City Attorney