

ADDENDUM TO INTERLOCAL AGREEMENT

This Addendum is entered into by and between **WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 13**, a Washington municipal corporation (hereinafter the "District") and the **CITY OF BLAINE**, a Washington city (hereinafter the "City").

WHEREAS, the District and the City entered into an Interlocal Agreement (hereinafter the "Agreement") for fire protection and emergency medical services on April 30, 1999; and

WHEREAS, under paragraph 6.1 of the Agreement, the City was required to conduct a structural engineering evaluation of the downtown Blaine fire station (hereinafter the "Station") by a licensed professional engineer; and

WHEREAS, the City has complied with the provisions of paragraph 6.1 of the Agreement, and the structural evaluation has been completed. The evaluation was performed by Anvil Corporation, and the report is entitled "Blaine City Hall and Fire Station: Seismic Resistance Evaluation Final Report" (hereinafter the "Report") and is dated May, 1999; and

WHEREAS, Anvil Corporation has recommended that additional structural engineering work is needed to more fully evaluate the structure; and

WHEREAS, under paragraph 6.2 of the Agreement, the City and the District have each been provided with a copy of the Report; and

WHEREAS, the parties now wish to modify the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. TERMS AND CONDITIONS

1. **Waiver of Right to Declare Agreement Null and Void.** The City and the District each waive the right contained in paragraph 6.2 of the Agreement to declare the Agreement null and void.

2. **Additional Structural Engineering Work.** The City agrees to undertake and complete the additional structural engineering work as specified and recommended by Anvil Corporation within sixty (60) days of the date of this Agreement.

2.1 **Completion of Upgrade Work.** If, after receipt of the additional engineering work, the City determines that the upgrade costs are not prohibitive, then the upgrade shall be completed no later than six (6) months after the date of this addendum. Provided, however, the completion date may be extended upon written consent between the parties; such consent shall not be unreasonably withheld.

3. **Alternative Facility Plan.** If, after receipt of the additional structural engineering work, the City determines that the costs to upgrade the downtown Blaine fire station are

prohibitive, the City will so notify the District. The District will promptly relocate the operations of the downtown Blaine fire station to the Haynie fire station or the Semiahmoo fire station without additional costs to the City or the District. In the alternative, the City may, at its sole option, select an alternative facility which is reasonably acceptable to the District. Such alternative facility will be provided to the District at no cost to the District.

3.1 **Alternative Facility – Modification of Agreement.** In the event that the downtown Blaine operations are relocated to the Haynie fire station, the Semiahmoo fire station or some other alternative facility, the Agreement shall be modified to reflect the impact of the change in location on the Agreement, including the impact on response areas and downtown Blaine response times.

4. **No Other Changes.** All other terms and conditions of the original Interlocal Agreement remain unchanged and in full force and effect.

DATED this 29 day of June, 1999.

**WHATCOM COUNTY FIRE PROTECTION
DISTRICT NO. 13**

By: William J. Salter
Commissioner

By: [Signature]
Commissioner

By: [Signature]
Commissioner

CITY OF BLAINE

By: [Signature]

Title: MAYOR

Attest: Shirley R. Thorsteinson
City Clerk