

**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):** Chelan Douglas Regional Port authority, as owner and operator of Pangborn Memorial Airport, a Washington municipal corporation  
**Grantee(s):** Douglas County Fire District No. 2, a Washington municipal corporation  
**Reference Number(s) of Documents Assigned or Released:** 3175850  
**Abbreviated Legal Description:** N/A  
**Assessor's Parcel Number(s):** N/A

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
FOR  
FIRE PROTECTION SERVICES BETWEEN  
PANGBORN MEMORIAL AIRPORT  
AND  
DOUGLAS COUNTY FIRE DISTRICT NO. 2**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR FIRE PROTECTION SERVICES ("Amendment") is entered into this date between the DOUGLAS COUNTY FIRE DISTRICT NO. 2 ("District"), a Washington municipal corporation, CHELAN DOUGLAS REGIONAL PORT AUTHORITY as owner and operator of PANGBORN MUNICIPAL AIRPORT, a Washington municipal corporation ("Airport"). Collectively, the District and Airport may be referred to herein as the "Parties" and individually as a "Party."

**RECITALS**

WHEREAS, the District and Airport previously entered into that certain Interlocal Agreement for Fire Protection Services, dated January 16, 2014 ("Agreement") wherein the Parties set forth the terms and conditions upon which the District would provide certain fire protection services for the Airport and upon which certain Airport Personnel may be used to provide fire service for or on behalf of the District; and

WHEREAS, pursuant to the Agreement, the District has used the Airport Fire Station (defined herein) as an auxiliary station from which to provide general fire protection services within the boundaries of the District and to lands or property incorporated into mutual aid agreements or by contract;

WHEREAS, the District does not have a need or desire for Airport Personnel to be trained or outfitted for wildland firefighting, and desires to remove these references and requirements from the Agreement; and

WHEREAS, the District also does not have a need for Airport Personnel to participate in general District responses (i.e. no need for District Qualified Firefighting Personnel to respond to District structure or other calls); and

WHEREAS, the Parties further desire to renew and extend the term of the Agreement for an additional five (5) year period; and

WHEREAS, the Parties desire to amend the Agreement as set forth herein to incorporate the proposed service and term changes;

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the District and Airport 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. Effective Date: This Amendment shall become effective on October 1, 2021.

3. Definitions. The definitions as set forth in Section A of the Agreement shall have the same meanings in this Amendment, except the term "Airport Fire Station" is hereby amended to read as follows:

"Airport Fire Station" means the facility located at 3800 Airport Way (more commonly referred to as Station 2); including the two attached residential apartments and the surrounding grounds.

4. ARFF Services. Section C(2)(a) of the Agreement is hereby amended to read as follows:

a. Staffing levels. The Airport and Fire District shall provide personnel at the Airport as follows:

- i. Weekdays: During the period between 5:30 a.m. and 5:30 p.m., Monday through Friday, the Airport shall provide sufficient personnel to staff the ARFF Services.
- ii. Nights and Weekends: During the period between 5:30 p.m. and 5:30 a.m., Monday through Friday, and on Saturday and Sunday, the District shall provide sufficient personnel to staff the ARFF Services, subject to supervision of the District.

5. Minimum Staff Levels. Paragraph C(3) of the Agreement is hereby amended as follows:

Minimum Staffing Level: Each Party shall retain the right to establish appropriate staffing levels and schedules during the period of time that they are responsible for services under this Agreement, provided that at least one ARFF-qualified Firefighting Personnel shall be available to provide ARFF Standby Coverage.

6. Training and Certification. Paragraph C(4) of the Agreement is hereby amended as follows:

- a. By the District. [deleted]
- b. By the Airport. The Airport shall provide specialized training and ARFF certification (or recertification) for all Qualified ARFF-qualified Firefighting Personnel as follows:
  - Initial training for up to five new district employees per year. This includes registration fees, travel, lodging, and meal expenses.
  - Recertification ARFF training for up to five district employees per year. This includes registration fees, travel, lodging, and meal expenses.

The District shall be given the opportunity to review the content of all specialized ARFF training to promote consistency with District plans and policies.

7. Fire Protection Equipment. Paragraph C(5) of the Agreement is hereby amended to read as follows:

- a. Personal Protection Equipment (PPE). The Airport shall provide any personal protection equipment ("PPE") that is necessary for Airport firefighting personnel to provide ARFF Services. The District shall

provide all PPE for District Firefighting Personnel that is necessary to provide ARFF Services.

8. Other Services. Paragraph D(1) of the Agreement is hereby removed in its entirety.

9. Term. Unless otherwise terminated as set forth therein, the term of the Agreement shall be renewed or extended for an additional five (5) year period commencing the 1st day of January, 2022 through December 31, 2026. Either Party may terminate the Agreement for any reason effective December 31st of any given year by providing a notice of termination at least ninety (90) days prior to December 31st of that year.

10. 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.

11. Recording. This Amendment shall be recorded with the Douglas County Auditor or posted on the websites for the District and the Airport as required by RCW 39.34.040.

12. 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:

DOUGLAS COUNTY FIRE DISTRICT NO. 2

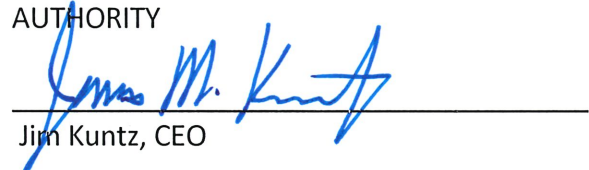


Dave Fennell, Board Chair

Date: 10/13/2021

APPROVED BY:

CHELAN DOUGLAS REGIONAL PORT AUTHORITY



Jim Kuntz, CEO

Date: 8-27-2021