

**INTERLOCAL AGREEMENT FOR
FIRE APPARATUS MAINTENANCE AND REPAIR
BETWEEN
CHELAN COUNTY FIRE DISTRICT 1
AND
CASHMERE FIRE DEPARTMENT**

This Agreement is entered into between Chelan County Fire District 1, a municipal corporation hereafter referred to as "Fire District 1," and Cashmere Fire Department, a municipal corporation hereafter referred to as "CFD."

1. **Purpose.** CFD may require from time to time the services of the Fire District 1 maintenance shop facility and mechanical services for routine maintenance and mechanical repairs to their apparatus.
2. **Permission to Perform Duties.** CFD authorizes the requested repair work to be done at the then applicable shop rates as may be amended from time to time by Fire District 1, along with the purchase of parts and material deemed necessary by Fire District 1; CFD agrees that Fire District 1 is not responsible for the loss of, or damage to, the vehicles and / or equipment in case of fire, theft or any other cause beyond the reasonable control of Fire District 1, including but not limited to delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. CFD grants Fire District 1 and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.
3. **Shop Rates.** CFD agrees to pay Fire District 1 one hundred thirty dollars (\$130.00) per hour for labor, and reimbursement for any parts or supply costs for the maintenance services provided. Fire District 1 reserves the right to amend its shop rates upon providing 30 days' notice to CFD prior to the effective date of such amended rates.
4. **Payment Invoices Will be Sent to CFD for Services Performed.** CFD will pay such invoices in full within thirty (30) days. Interest shall accrue on any amounts not timely paid at the rate of twelve percent (12%) per annum.
5. **Liability.** Each of the parties shall be solely responsible for the acts, or the failure to act, of its personnel that occur or arise out of the performance of this agreement, and to save and hold harmless the other party and its personnel and officials from all costs, losses, and damage, including the cost of defense incurred as a result of any acts or omissions of personnel relating to the performance of this agreement.
6. **Warranty.** Fire District 1 will repair or replace any new parts or redo any labor, which fails in normal service due to defects in parts or labor, provided that the vehicle is returned to Fire District 1 within 90 days after performance of the service for which the warranty is claimed. This warranty is void if a third party performs work on the vehicle during the warranty period. This warranty expressly excludes consequential, incidental, or commercial damages of any kind, including but not limited to, loss of time, use, and inconvenience. This warranty does not apply to normal wear and tear, abuse, or failure of used parts; services related to these issues will be billed at normal shop rates. THE WARRANTY IN THIS PARAGRAPH IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTY OTHERWISE PROVIDED UNDER THE LAWS OF THE STATE

OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

7. **Term of Agreement.** This Agreement shall be effective from the date of the agreement until terminated as provided herein. This Agreement may be terminated at any time upon mutual agreement or by either party with a thirty (30)-day written notice to each party.

8. **General Provisions.**

a. **Filing.** A copy of this Agreement shall be posted on either party's website or recorded with the Chelan County Auditor.

b. **Amendments.** No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

c. **Severability.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

d. **Attorneys' Fees.** In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs, and expenses.

e. **No Waiver.** Failure of CFD to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

f. **Applicable Law.** Washington law shall govern the interpretation of this Agreement. Chelan County shall be the venue of any arbitration or lawsuit arising out of this Agreement.

g. **Authority.** Each individual executing this Agreement on behalf of Fire District 1 and CFD represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of Fire District 1 or CFD.

h. **Notices.** Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

i. **Entire Agreement.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

Dated this 14th day of April, 2021

CHELAN COUNTY FIRE DISTRICT 1



Phil Dormaier, Chair

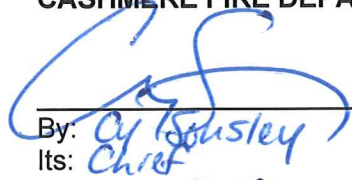


Gordon Zimmerman, Commissioner




Cam de Mestre, Commissioner

CASHMERE FIRE DEPARTMENT



By: Cy Sausley
Its: Chief



By: BLAKE LARSON
Its: DEPUTY CHIEF

By:
Its: