

**INTERLOCAL AGREEMENT FOR
FIRE APPARATUS MAINTENANCE AND REPAIR
BETWEEN
WENATCHEE VALLEY FIRE DEPARTMENT
AND
DOUGLAS COUNTY FIRE DISTRICT NO. 5**

This Agreement is entered into between the Wenatchee Valley Fire Department, a municipal corporation hereafter referred to as "WVFD," and Douglas County Fire District No. 5, a municipal corporation hereafter referred to as "DC5."

1. **Purpose.** DC5 may require from time to time the services of the WVFD maintenance shop facility and mechanical services for routine maintenance and mechanical repairs to their apparatus.
2. **Permission to Perform Duties.** DC5 authorizes the requested repair work to be done at the then applicable shop rates as may be amended from time to time by WVFD, along with the purchase of parts and material deemed necessary by WVFD; DC5 agrees that WVFD 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 WVFD, including but not limited to delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. DC5 grants WVFD and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.
3. **Shop Rates.** DC5 agrees to pay WVFD one hundred thirty dollars (\$130.00) per hour for labor, and reimbursement for any parts or supply costs for the maintenance services provided. WVFD reserves the right to amend its shop rates upon providing 30 days' notice to DC5 prior to the effective date of such amended rates.
4. **Payment Invoices Will be Sent to DC5 for Services Performed.** DC5 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.** WVFD will repair equipment which fails in normal service due to defects in WVFD labor, provided that the vehicle is returned to WVFD within 90 days after performance of the service for which the warranty is claimed. In the alternative, WVFD may choose to refund the charges for labor and materials. Repair or refund is are the exclusive remedies for defects in labor. 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**

with a copy by email to Chief Brian Brett, bbrett@wvfire.org or as otherwise directed by the WVFD.

DC5

Fire Chief
Douglas County FPD #5
138 Main Street
PO BOX 326
Mansfield, WA 98830

with a copy by email to Chief Tyler Caille, tyler.caille@dcd5.org, or as otherwise directed by the DC5.

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 12th day of April, 2023

**WENATCHEE VALLEY
FIRE DEPARTMENT**



Dave Fennell, Chair



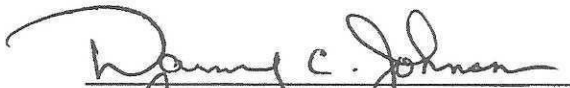
Ettore Castellente, Commissioner



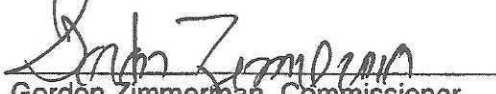
Cam de Mestre, Commissioner



Phil Dormaier, Commissioner



Danny Johnson, Commissioner

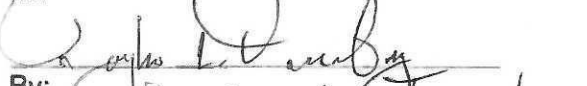


Gordon Zimmerman, Commissioner

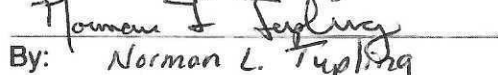
DOUGLAS COUNTY FIRE DISTRICT NO. 5



By: Daniel Buckshorn
Its:



By: Douglas L. Jannberg
Its:



By: Norman L. Tupling
Its: