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

UNDER THE LAWS OF THE STATE OF WASHINGTON, INCLUDING THE WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY.

WVFD will cooperate in processing any warranty claims relating to defective parts and shall to the extent possible provide additional repairs relating to parts warranty work.

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 and will be recorded with the Douglas 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 DC5 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. Douglas 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 WVFD and DC5 represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf of WVFD or DC5.
- 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.

WVFD:

Fire Chief Wenatchee Valley Fire Department 377 Eastmont Ave. East Wenatchee, WA 98802 with a copy by email to Chief Brian Brett, <u>bbrett@wvfire.org</u> 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@dcfd5.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

Den June
Dave Fennell, Chair
Ettore Castellente, Commissioner
Cameron do Mestro
Cam de Mestre, Commissioner
Phil Dormaier, Commissioner
Danny Johnson Commissioner
Gordon Zimmerinan, Commissioner

DOUGLAS COUNTY FIRE DISTRICT NO. 5

By:

Its: