

**INTERLOCAL AGREEMENT FOR  
FIRE APPARATUS MAINTENANCE AND REPAIR  
BETWEEN  
WENATCHEE VALLEY FIRE DEPARTMENT  
AND  
WENATCHEE SCHOOL DISTRICT**

This Agreement is entered into between Wenatchee Valley Fire Department, a municipal corporation hereafter referred to as "WVFD," and Wenatchee School District, a municipal corporation hereafter referred to as "WSD," each a "Party," or together, the "Parties."

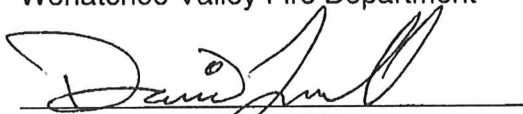
1. **Purpose.** WSD may require from time to time the services of the WVFD for routine maintenance and mechanical repairs to WSD's fire engine donated by WVFD, and other vehicles and/or equipment, used by the WSD's Wenatchee Valley Technical Skills Center.
2. **Permission to Perform Duties.** WSD authorizes WVFD to perform requested repair work on WSD vehicles or equipment, and to purchase parts and material deemed necessary by WVFD to perform those repairs. WSD agrees that WVFD is not responsible for the loss of, or damage to the vehicle 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. WSD grants WVFD and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.
3. **No Cost Labor; Reimbursement of Parts and Materials Costs.** WSD will not be charged an hourly shop rate for labor performed pursuant to this Agreement. WSD agrees to reimburse WVFD for the costs deemed necessary to complete services requested pursuant to this Agreement, including costs of any parts or materials.
4. **Invoices.** WVFD will send invoices to WSD for the costs relating to performance of the services provided herein. WSD 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. **Warranty Pass Through and Limitation on Damages.** WVFD is providing services under this Agreement at no cost in recognition of the public services provided by the WSD and the importance of that to the mission of the WVFD. WVFD shall not be liable for any direct, indirect or consequential damages of any kind and arising from work performed under this Agreement. All warranties provided for any parts used in the repairs will be assigned for the benefit of the WSD to the extent possible.  
  
WVFD will cooperate in processing any warranty claims and shall to the extent possible provide additional repairs relating to warranty work.
6. **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 the other Party.

7. **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 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 WVFD and WSD represents and warrants that such individuals are duly authorized to execute and deliver the Agreement on behalf WVFD or WSD.
- 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 12<sup>th</sup> day of April, 2023.

**"WVFD"**  
Wenatchee Valley Fire Department

  
\_\_\_\_\_  
Dave Fennell, Board Chair  
P.O. Box 2106  
Wenatchee, WA 98807

**"WSD"**  
Wenatchee School District

By:   
\_\_\_\_\_  
Print: Bill Eagle  
Its: Superintendent  
235 Sunset Avenue  
Wenatchee, WA 98801