

**INTERLOCAL AGREEMENT
BETWEEN
WENATCHEE SCHOOL DISTRICT NO. 246
AND
CHELAN COUNTY FIRE DISTRICT NO. 1**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into the last date below, by and between the Wenatchee School District No. 246 ("District"), a municipal corporation, and the Chelan County Fire District No. 1 ("CCFD"), a municipal corporation. The District and CCFD are sometimes referred to individually as a "party" or together as the "parties," as follows:

WHEREAS, the parties are public agencies as defined in the Interlocal Cooperation Act (Chapter 39.34 RCW), and they wish to enter into an agreement pursuant to the Interlocal Cooperation Act.

WHEREAS, the District is located within the area that is served by CCFD.

WHEREAS, the District owns real properties, which have vacant buildings located thereon, at:

- A. 1493 Okanogan Ave., Wenatchee, Washington;
- B. 4500 Saturday Ave., Malaga, Washington; and
- C. The old section of Washington Elementary School at 1401 Washington Street, Wenatchee, Washington;

(collectively "Property").

WHEREAS, pursuant to Resolution 03-15, adopted by the District's Board of Directors on May 12, 2015, the Okanogan Ave. and Saturday Ave. properties has been deemed surplus property.

WHEREAS, pursuant to Resolution 27-16, adopted by the District's Board of Directors on 5/24/2016, the old section of Washington Elementary School has been deemed surplus property.

WHEREAS, CCFD desires to utilize the Property for training of CCFD personnel.

WHEREAS, for the mutual benefit of the parties and to conserve public funds, it is convenient and economical for CCFD to utilize the Property for training of CCFD personnel.

INTERLOCAL AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to authorize CCFD to use the Property for training of CCFD personnel.

2. Administration.

2.1 No separate legal or administrative entity is created by this Agreement.

2.2 For purposes of RCW 39.34.030(4)(a), the administrator of this Agreement shall be the Superintendent of the District.

2.3 The following shall be the parties' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

District: Superintendent
Wenatchee School District No. 246
235 Sunset Ave.
Wenatchee, WA 98801
509-663-8161

CCFD: FIRE CHIEF
Chelan County Fire District No. 1
PO BOX 2106
Wenatchee, WA 98801
509-662-4734

3. Duration and Termination.

3.1 This Agreement shall become effective upon:

3.1.1 Full execution by the parties; and

3.1.2 Posting of this Agreement with the each of the parties websites.

3.2 This Agreement shall remain in effect until terminated as provided for herein.

3.3 Either party may terminate the Agreement by giving ten (10) calendar days written notice thereof to the other party.

3.4 Notice of intent to terminate this Agreement shall be served personally or by certified mail, return receipt requested, postage prepaid. Notice shall be effective starting on the date of the receipt. If service is done by certified mail, receipt shall be deemed to have occurred on the third business day after mailing.

3.5 Upon termination of this Agreement, CCFD shall immediately, but no later than thirty (30) days after the effective date of termination, retrieve any personal property at the Property.

4. Use of the Property.

4.1 District grants to CCFD a nonexclusive license to use, subject to all of the terms and conditions of this Agreement, the Property for the purpose of training CCFD personnel ("License").

4.2 The Property may be occupied and used by CCFD solely for the purpose stated herein and for incidental purposes related to such use during the term of this Agreement.

4.3 CCFD agrees to make no illegal or improper use of the Property.

4.4 The License does not include:

4.4.1 The storage of firearms or ammunition;

4.4.2 The storage or manufacturing of any "Controlled Substance" or "Narcotic" as those terms are defined by federal or state law;

4.4.3 The storage of perishable goods;

4.4.4 The use or storage of bio-hazard materials, including any container that may contain bio-hazard materials such as syringes;

4.4.5 The use or storage of any hazardous materials; or

4.4.6 The ability or right to make any alterations to the Property.

4.5 CCFD shall at CCFD's expense, maintain general liability insurance insuring against any and all claims for injury to or death of persons and damage to property occurring upon or about the Property. Such insurance shall have liability limits of not less than \$1,000,000.

4.6 This License is nonexclusive and the District retains the right to allow other persons or entities to use the Property before, after or during the use of the Property by CCFD. The other persons or entities include, but are not limited to, Chelan County Fire District No. 1 and the Wenatchee Police Department.

4.7 At least five (5) days prior to the use of the Property, CCFD must arrange a time and date for use of the Property with the District's Facility and Capital Projects Director (currently Gregg Herkenrath), or his designee.

4.8 At least one (1) day prior to the use of the Property, CCFD shall notify in writing, at its own expense, all property owners within a one (1) block radius of the particular Property that it will be using the Property for training purposes. The writing shall be approved by the District's Facility and Capital Projects Director, or his designee.

4.9 CCFD is using the Property "as is" in its current physical condition without any warranties, express or implied, as to the nature or condition of the Property, including but not limited to the presence or absence of any latent or patent condition on or in the Property or any other matters affecting the Property. CCFD is not relying in any way upon any representations, statements, agreements, warranties, studies, plans, reports, descriptions, guidelines, or other information or material furnished by the District or its representatives, whether oral or written, express or implied, of any nature whatsoever.

5. Financing, Budget and Expenses.

No separate budget or financing method is created by this Agreement.

6. Acquired Property.

6.1 The parties do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6.2 Any personal property of a party used in the performance of this Agreement in the possession of the other party shall be returned to the owner promptly upon completion of each requested task that utilized the property.

7. Maintenance and Audit of Records.

7.1 Each party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2 These records shall be subject to inspection, review and audit by either party, the Washington State Auditor's Office, or any other entity as required by law.

7.3 Each party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington law.

8. Legal Relations.

8.1 The parties agree that CCFD's relation to the District shall be at all times under this Agreement as an independent contractor. Employees of the District are and will

remain employees of District. Employees of CCFD are and will remain employees of their respective agency.

8.2 CCFD agrees that the District shall not be liable for any claims for death of or injury to persons or damages to or destruction of property sustained by CCFD, its members, licensees, invitees, or by any other person in or upon the Property, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the Property unless such damage is caused by the sole negligence of the District. CCFD further agrees to defend, indemnify, and hold harmless the District and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from CCFD's use of the Property or performance under the License, except for injuries and damages caused by the sole actions of the District.

9. Enforcement.

9.1 In the event a dispute arises regarding any matter addressed in or related to this Agreement, the parties agree that before taking any court action or seeking any other legal remedy, the parties' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

9.3 The Chelan County Superior Court shall be the sole and proper venue for any and all court actions brought to enforce or interpret the provisions of this Agreement.

9.4 This Agreement shall be governed exclusively by the laws of the State of Washington.

10. Applicable Laws.

The parties, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

11. Interpretation.

11.1 This Agreement has been submitted to the scrutiny of the parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any party or its legal counsel.

11.2 Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by either party of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other party.

12. Waiver of Breach.

The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

13. Recitals.

The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

14. Severability.

In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

15. Posting of the Agreement.

Pursuant to RCW 39.34.040, this Agreement shall be posted and listed by subject on each party's web site prior to its becoming effective.

16. Entire Agreement.

16.1 This Agreement contains all the terms and conditions agreed upon by and between the parties.

16.2 This Agreement may be executed simultaneously or in counterparts each of which shall be deemed an original, but all of which shall be identical and constitute one and the same agreement.

16.3 No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

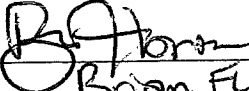
16.4 Any modification of this Agreement must be in writing and executed by both parties.

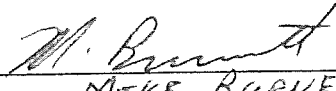
16.5 This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the dates below.

WENATCHEE SCHOOL DISTRICT NO. 246

CHELAN COUNTY FIRE DISTRICT NO. 1

By 
Its: Brian Flores
Date: 6-14-16
Its: Wenatchee School District

By 
Its: MIKE BARRETT
Date: 6-6-16
Its: FIRE CHIEF

RESOLUTION NO. 03-15

DECLARATION OF REAL PROPERTY SURPLUS

WHEREAS, Wenatchee School District No. 246 ("the School District"), is the owner of the following described real properties ("the properties") on which stand vacant homes and structures:

1. 1493 Okanogan Ave.
2. 4500 Saturday Ave.

WHEREAS, there is situated on each of the properties one house and varying outbuildings and other structures, as well as and all fixtures and contents remaining ("the structures");

WHEREAS, the structures on the properties are currently vacant, including all fixtures and contents remaining, and have no foreseeable use to the district;

WHEREAS, the structures and are in conditions that preclude occupancy by tenants;

WHEREAS, the cost to renovate the structures far exceeds the benefits to the district;

WHEREAS, the presence of vacant houses and outbuildings on district owned property present an attractive nuisance, a risk of liability, and a detrimental impact on the surrounding neighborhood;

WHEREAS, the School District desires to designate the structures on the subject property as surplus, real property for the purpose of eventual demolition of the structures on the subject property; and

NOW THEREFORE, be it resolved by the Board of Directors of Wenatchee School District No. 246 as follows:

The School District has no use for "the structures" on the properties.

1. The School District deems it necessary to demolish "the structures";
2. The School District hereby designates "the structures" including all fixtures and contents remaining as surplus.

RESOLUTION NO. 03-15

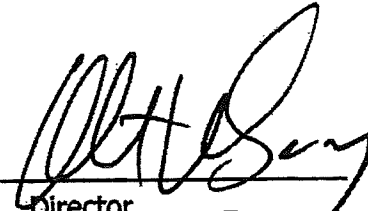
DECLARATION OF REAL PROPERTY SURPLUS

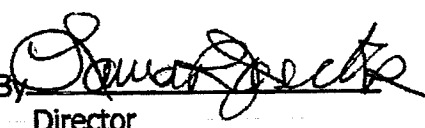
3. The School Board authorizes the demolition of "the structures".

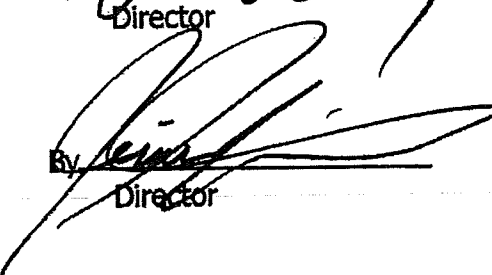
ADOPTED at a regular open meeting of the Board of Directors held on May 12, 2015.

WENATCHEE SCHOOL DISTRICT NO. 246

By _____
Director

By 
Director

By 
Director

By 
Director

By _____
Director

Attest:


BRIAN L. FLONES
Secretary/Superintendent

RESOLUTION NO. 27-16

WHEREAS, Wenatchee School District No. 246 ("the School District"), is the owner of the following described real property ("the old Washington Elementary School"):

See Exhibit 'A', which is attached hereto and incorporated herein by this reference depicting the old Washington Elementary School to be demolished.

WHEREAS, there is situated on the subject property the old Washington Elementary School ("the old Washington Elementary School"), which is located at 1401 Washington Street, Wenatchee, WA 98801;

WHEREAS, the School District desires to designate "the old Washington Elementary School" on the subject property as surplus, real property for the purpose of demolition of "the old Washington Elementary School" on the subject property; and

WHEREAS, the School District has no foreseeable use for "the old Washington Elementary School" and it is deemed necessary to demolish "the old Washington Elementary School" to allow for the expansion of the Washington Elementary School Replacement project;

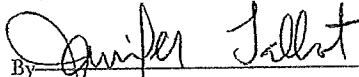
WHEREAS, "the old Washington Elementary School" is no longer needed for school purposes as it is being replaced with a new building pursuant to previous Resolution 07-15 Intent to Construct Washington Elementary School New Construction in Lieu of Modernization (See Exhibit 'B');

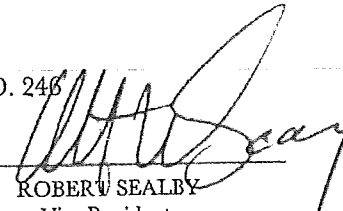
NOW THEREFORE, be it resolved by the Board of Directors of Wenatchee School District No. 246 as follows:

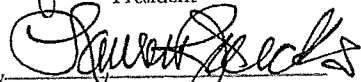
1. The School District hereby designates "the old Washington Elementary School" including all fixtures and contents remaining as surplus.
2. The School District has no use for "the old Washington Elementary School" on the subject property.
3. The School District deems it necessary to demolish "the old Washington Elementary School" in order for the Washington Elementary School Replacement project to move forward.
4. The School Board authorizes the demolition of "the old Washington Elementary School".

ADOPTED at a regular open meeting of the Board of Directors held on May 24, 2016.


WENATCHEE SCHOOL DISTRICT NO. 246

By 
JENNIFER TALBOT
President

By 
ROBERT SEALBY
Vice President

By 
LAURA JAECKS, Director

By 
CLAUDIA DE ROBLES, Director

By 
WALTER S. NEWMAN, MD, Director

Attest:

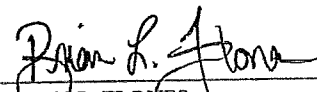

BRIAN L. FLORES
Secretary/Superintendent

EXHIBIT 'A' TO RESOLUTION NO. 27-16

WHEREAS, Wenatchee School District No. 246 ("the School District"), is the owner of the following described real property ("the subject property"):

Property ID:	16048	Legal Description:	TOWNSHIP 22N RANGE 20EWM SECTION 09 BLA 2015-002WE PT NENENW ACRES 8.4500
Geographic ID:	222009210500	Agent Code:	
Type:	Real	Land Use Code	68
Tax Area:	802 - W246 F1	DFL	N
Open Space:	N	Remodel Property:	N
Historic Property:	N		
Multi-Family Redevelopment:	N		
Township:	22N	Section:	09
Range:	20EWM	Legal Acres:	8.4500
Location			
Address:	1401 WASHINGTON ST WENATCHEE, WA 98801	Mapsco:	
Neighborhood:	Cycle 2 Wenatchee mid div 1 COM	Map ID:	2WENM01C0 1
Neighborhood CD:	2WENM01C01		
Owner			
Name:	WENATCHEE SCHOOL DISTRICT NO 246	Owner ID:	78134
Mailing Address:	PO BOX 1767 WENATCHEE, WA 98807	% Ownership:	%
		Exemptions:	EX

The picture below shows the actual structure to be demolished:

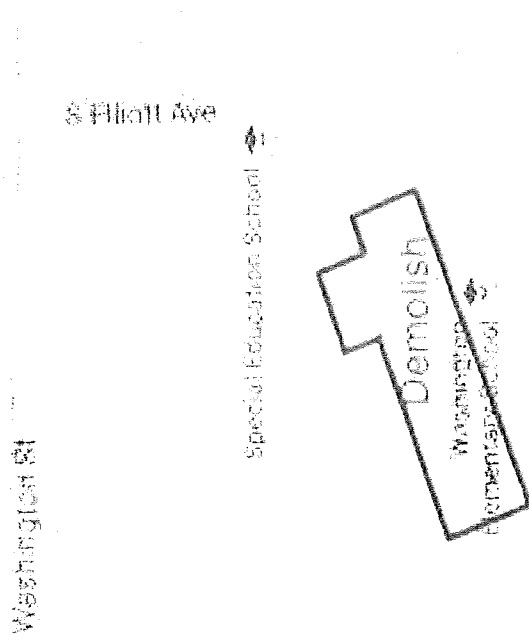


EXHIBIT 'B' TO BOARD RESOLUTION 27-16

**A BOARD RESOLUTION OF INTENT TO CONSTRUCT
WASHINGTON ELEMENTARY SCHOOL
NEW CONSTRUCTION IN LIEU OF MODERNIZATION
RESOLUTION NO. 07-15**

WHEREAS, Wenatchee School District No. 246 (the District") intends to modernize and add additions to the existing Washington Elementary School; and

WHEREAS, the taxpayers of the District have approved a construction bond to provide funding for this project; and


WHEREAS, the Office of the Superintendent of Public Instruction has determined that the Washington Elementary School Project is eligible for state construction assistance for new construction in lieu of modernization;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of Wenatchee School District No. 246 does hereby certify that the modernization and additions of Washington Elementary School will be completed for purpose for which the state construction assistance is being provided as required by WAC 392-344-130.

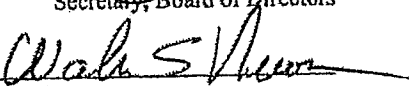
Adopted this 28th day of April 2015 in Wenatchee, Washington.

MEMBERS, BOARD OF DIRECTORS

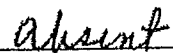
ATTEST:



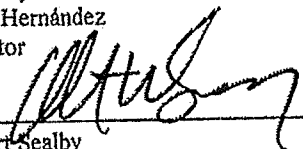
Brian Flores
Secretary, Board of Directors



Walter Newman,
President, Board of Directors

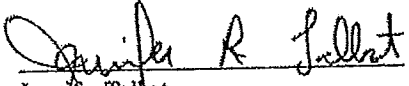


Jesús Hernández
Director



Robert Sealby
Director

APPROVED AUTHORIZED SIGNATURES:



Jennifer Talbot,
Vice President, Board of Directors



Laura R. Jaacks
Director