



# Commissioners' Agenda Action Sheet

**Meeting Date:** March 4, 2025  
**Subject:** Approving an Equipment Maintenance Agreement with Benton County Fire Protection District #6  
**Presenter:**  
**Prepared By:** Felicitas Moreno  
**Reviewed By:** Procurement, Civil Prosecuting Attorney  
**PA Review:** **Approved:** Yes      **Denied:** No      **N/A:** No  
*(If denied, include reasoning)*

**Type of Agenda Item:** Consent Agenda

**Summary / Background Information**

By Resolution 2023-075, dated January 4, 2023, the Benton County Board of Commissioners approved an Equipment Maintenance Agreement between Benton County and Benton County Fire Protection District #6 which expired December 31, 2024.

FPD #6 would like to continue having services provided by Benton County for the Fire Protection District vehicles. An Agreement has been prepared, reviewed and approved by our departmental Deputy Prosecuting Attorney and Benton County Fire Protection District #6 has signed said agreement.

**Fiscal Impact**

None

**Recommendation**

Move to approve as part of the Consent Agenda.

**Suggested Motion**

I move to approve the Equipment Maintenance Agreement between Benton County and Benton County Fire Protection District #6 and authorize the Chairman or Chairman Pro - Tem to sign said Agreement.

**Signatures Required on Agreements/Contracts**

Resolution

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# RESOLUTION 2025-159

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPROVING THE EQUIPMENT MAINTENANCE AGREEMENT BY AND BETWEEN BENTON COUNTY AND BENTON COUNTY FIRE DISTRICT #6**

**WHEREAS**, Resolution 2023-075 dated January 24, 2023, approved an Equipment Maintenance Agreement between Benton County and Benton County Fire District #6 which expired December 31, 2024; and

**WHEREAS**, Benton County Fire District #6 desires to have Benton County continue to provide maintenance for the Fire District vehicles; and

**WHEREAS**, it is in the public interest that public agencies cooperate to provide effective and cost efficient services; and

**WHEREAS**, an Agreement was prepared, has been reviewed and approved as to form by our department's Deputy Prosecuting Attorney and has been executed by Fire District #6; and

**WHEREAS**, the Fleet Manager recommends the Board of County Commissioners approve the Agreement, **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners concurs with the recommendation and hereby approves the Equipment Maintenance Agreement with Benton County Fire District #6, commencing upon last date signed until terminated by either party pursuant to the Agreement; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman or Chairman Pro-Tem to sign said Agreement.

Dated this 4th day of March 2025.

DocuSigned by:  
*Jerome Selvin*  
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Chairman

DocuSigned by:  
*Michael Alvarez*  
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Chairman Pro-Tem

DocuSigned by:  
*Will McKay*  
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Commissioner

DocuSigned by:  
*Amanda Pearson*  
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Attest:  
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

EQUIPMENT MAINTENANCE AGREEMENT  
By and Between  
BENTON COUNTY  
And  
BENTON COUNTY FIRE PROTECTION DISTRICT #6

This Equipment Maintenance Agreement (“Agreement”) is made and entered into this 4th day of March, 2025, between Benton County Fire Protection District #6 (hereinafter referred to as FPD #6) and Benton County (hereinafter referred to as BC), collectively hereinafter referred to as the “Parties.”

WHEREAS, the Parties desire to enter into this Agreement for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration.

WITNESSETH:

BC maintains, services, and repairs vehicles and equipment at its Prosser Shop Facility (PSF) located at 14303 North Hinzerling Road, Prosser, WA and at its Kennewick Shop Facility (KSF) located at 102808 Wiser Parkway, Kennewick, WA; and

FPD #6 provides fire suppression and emergency response services by motor vehicles and equipment to areas within Benton County, Washington; and

BC and FPD #6 desire to enter into this Agreement for the maintenance, service, and repair of FPD#6 vehicles and equipment at PSF and KSF as described more specifically herein.

**SECTION I**  
**Preventive Maintenance, Mechanical Maintenance, Repairs, and General Service of  
FPD #6 Vehicles & Equipment**

- A. All preventive maintenance and repairs performed by BC shall be done in accordance with Federal Motor Carrier Regulations. BC agrees to provide routine preventive maintenance and repair of engines, drive trains, mechanical parts, and accessories according to the rates established in Section IV of this Agreement. Examples of the types of general services and repairs available at PSF or KSF include maintenance, rebuilding, replacement, repair, and preventative maintenance of all and vehicle components, including but not limited to:
1. lubricants, fluids and filters
  2. brakes
  3. electrical systems
  4. mufflers and exhaust systems
  5. engine blocks and heads
  6. alternators, starters, air compressors
  7. transmissions, drive trains, and differentials
  8. controls, gauges and interiors
  9. chassis repairs, including paint

10. tire repair, replacement, rotation, and balancing
  11. DOT Annual Inspections
  12. DOT Brake Inspections and adjustments
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- B. BC shall determine, in consultation with FPD #6, when emergency roadside services are necessary
  - C. BC shall determine, in consultation with FPD #6, if a particular service or repair requires outsourcing. Should outsourcing be necessary, it will be authorized and coordinated through FPD #6.
  - D. FPD #6 shall determine its vehicle maintenance schedule and ensure that FPD #6 vehicles and equipment covered by this Agreement are made available for service at the PSF or KSF at dates and times mutually agreed upon between FPD #6 and BC Designees.
  - E. FPD #6 agrees to provide copies of all available shop manuals and vehicle maintenance records as may be requested by BC.
  - F. FPD #6 shall work with BC to coordinate, schedule, and deliver vehicles for service, repairs, or maintenance.
  - G. BC will keep a complete record of all service, maintenance, and repairs performed at PSF or KSF of FPD #6 vehicles and equipment.
  - H. BC agrees to perform all work described herein as promptly as possible and in accordance with the quality and workmanship customary of the nature of work provided. BC does not agree to provide any type of warranty, express or implied, as to the quality of parts or materials used.
  - I. Any FPD #6 vehicle deemed by BC to be inoperable shall be red tagged. BC shall give written notice to FPD #6 when a FPD #6 vehicle has been red tagged, with a copy of said notice filed in the vehicle maintenance file. FPD #6 vehicles shall become re-operational in BC's sole discretion.

## **SECTION II**

### **BC Emergency Service and Assistance for Disabled FPD #6 Vehicles**

- A. BC will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled FPD #6 vehicle covered by this Agreement as identified by the FPD #6 designee. The BC and FPD #6 designees will coordinate in-field, outsourced, or PSF or KSF emergency service and repairs depending upon availability at PSF or KSF and the location of the disabled vehicle.
- B. FPD #6 vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the BC fleet. Such services will generally be available at the PSF and KSF during normal working hours. Normal working hours are generally scheduled from 6:30 a.m. to 3:00 p.m. during regularly scheduled workdays. However, PSF and KSF hours of operation can be changed at the discretion of BC.
- C. BC shall provide comparable service to both BC and FPD #6 fleets. In the event BC is unable to respond to a FPD #6 emergency service call, BC and FPD #6 designees shall coordinate to outsource such emergency services to a suitable alternative service location. If BC is unable to respond to the

- emergency call for the disabled FPD #6 vehicle, FPD #6 shall secure such emergency services on its own from a source of its own choosing.
- D. BC shall extend to FPD #6 priority service in performance of all work under this Agreement to the extent such priority service does not adversely affect work and service to be performed on the BC fleet, or any other performance required pursuant to law or agreement.
  - E. Emergency service calls will be billed at the rates specified in Section IV below.

### SECTION III

#### **Consideration of FPD #6 Services to BC**

- A. FPD #6 may request from BC certain administrative services. Such administrative services shall be limited to vehicle maintenance records, recall notices, vehicle manuals, inventory/purchasing records, and any vehicle operating data analysis appropriate to maintaining FPD #6 vehicles.
- B. Maintenance record updates will also be provided by BC to FPD #6 upon its request.
- C. The cost for providing administrative services, costs for requested additional data services over and above traditional associated services shall be negotiated between the parties.

### SECTION IV

#### **Rates, Charges and Billings**

- A. BC will bill and FPD #6 will pay as follows:
  - 1. **Hourly Shop Rate for Service: Shop rates will be set based on wages, benefits, and overhead costs, and approved by the Board of Benton County Commissioners annually.**
  - 2. **Overtime:** Shop rates for work done outside regular working hours will be paid at the labor cost for the shop employee at time and a half or double time per hour, according to the CBA, plus the overhead cost per hour. No additional benefit cost will be charged.
  - 3. **Service Call Outs:** In addition to hourly service rates (see subsection 1. and 2. above), any equipment rentals for the service vehicle used by BC shall be invoiced at the current rental rate.
  - 4. **Parts/Fluids/Lubricants:** In addition to the product cost, a twenty-five percent (25%) markup will be assessed on all billings for all parts, fluids, and lubricants between \$0 and \$250.00 purchased by BC and supplied to FPD #6. No fees will be charged for parts purchased by FPD #6 and delivered to the PSF or KSF.
- B. At the end of each month, BC shall deliver to FPD #6 an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced, repaired, or maintained by BC and include all applicable Washington State taxes. FPD #6 shall pay, in full, all invoices from BC by the 20th day of the following month.

**SECTION V**

**Liability, Insurance, and Hold Harmless**

**A. To the fullest extent permitted by law, FPD #6 shall hold harmless, indemnify and defend BC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of FPD #6 or its subcontractors or their property upon or in the proximity of BC property. This indemnification shall be effective regardless of whether or not FPD #6's act or omission caused, in whole or in part, the claims, damages, losses or expenses, and shall be effective even if the claims, damages, losses or expense are caused by the sole negligence of BC or by the concurrent negligence of BC.**

**In any and all claims against the BC, its officers, officials, employees and agents by any employee of FPD #6, any subcontractor of FPD #6, or anyone directly or indirectly employed by FPD #6 or its subcontractor, if any, who is injured and subject to Title 51, RCW, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the benefit of FPD #6 or its subcontractor(s), if any, under Washington State workers compensation laws. FPD #6 expressly waives any immunity FPD #6 might have had under such laws, and such waiver shall survive termination of this Agreement.**

- B. BC shall not be held liable for any damages caused by vandalism, theft, or accidental damage caused to any FPD #6 vehicle or equipment parked outside the PSF or KSF facility gates for pickup.**
  - C. BC participates in a self-insurance liability pool and FPD# 6 is insured by Washington Cities Insurance Authority. The Parties further agree that when a claim arises, they will promptly notify their respective self-insurance liability pool.**
  - D. FPD #6 will provide evidence of proper insurance coverage to BC on an annual basis and such coverage must name BC as an Additional Insured for the activities set forth in this Agreement.**
  - E. BC and FPD #6 shall obtain and keep in force, during the full term of this agreement, the following insurance coverage:**
    - 1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:**

Bodily Injury/Property damage	\$10,000,000
Personal Injury/Advertising Injury	\$10,000,000
Automobile Liability per Accident	\$10,000,000
- BC and FPD#6 also shall maintain employers' liability insurance with limits of not less than ten million dollars (\$10,000,000) each incident for bodily injury**

by accident or ten million dollars (\$10,000,000) each employee for bodily injury by disease.

2. A letter of Evidence of Coverage shall be provided by each party within two (2) weeks executing this Agreement that evidences proof of coverages in accordance with this Agreement.
- F. FPD #6, its employees, agents, and representatives are not employees, agents, or representatives of BC.

## **SECTION VI**

### **Termination, Renegotiation, and Continuation of Term of Agreement**

- A. This Agreement shall commence upon signature of both Parties and automatically renew annually on January 1st thereafter unless terminated, in writing, by either party by giving thirty (30) days' notice to the other party's designee.
- B. No amendment or modification shall be made to this Agreement unless set forth in a written amendment signed by both Parties.

## **SECTION VII**

### **Contract Administration**

- A. Financing and Budget: Each party shall be solely responsible for its own budget and arrangement for financing performance of this Agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.
- B. Administration: This Agreement is subject to the approval of the Board of County Commissioners and the FPD #6 Council and shall be administered by the following persons, who shall serve as the party's designee:

For Benton County

Administrator: Fleet Manager

Designee: Fleet Manager

Phone: 509-786-5611 (Prosser); 509-736-3084 (Tri-Cities)

Email: [fleet@co.benton.wa.us](mailto:fleet@co.benton.wa.us)

For Benton County Fire Protection District #6

Administrator: Fire Chief

Designee: Fire Chief

Phone: 509-832-3334

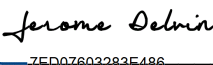
Email: [chiefwatt@bcfd6.com](mailto:chiefwatt@bcfd6.com)


- C. Filing of Agreement: After the Agreement has been fully executed, a signed original copy of this agreement will be duly filed with each respective body.
- D. Severability: If any provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby but shall continue in full force and effect.

- E. Applicable Law – Venue: The laws of the State of Washington shall govern this agreement. Venue for any action hereunder shall be in Benton County, Washington.
- F. Entire Agreement: The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

**SECTION VIII**  
**Execution**


IN WITNESS WHEREOF, the parties have hereunto set their hands.

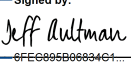
For Benton County DocuSigned by:  
  
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 Chairman  
 Board of County Commissioners

For Benton County Fire Protection District 6  
Signed by:  
  
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 Rollie Watts  
 Chief

Date 3/4/2025

Date 2/18/2025

Attest: DocuSigned by:  
  
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 Clerk of the Board

Approved as to form:  
Signed by:  
  
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Approved as to form:  
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