

**EQUIPMENT USE AGREEMENT  
BETWEEN  
WEST BENTON REGIONAL FIRE AUTHORITY,  
CITY OF GRANDVIEW,  
AND CITY OF SUNNYSIDE**

This EQUIPMENT USE AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021 by and between the West Benton Regional Fire Authority (“Authority”), City of Grandview (“Grandview”) and City of Sunnyside (“Sunnyside”). The parties are referenced herein as the “Agencies”.

**I. Recitals**

WHEREAS, the Agencies are organized and equipped to respond to fires and provide emergency medical services for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, it is the purpose of this Agreement pursuant to the authority granted to the Agencies pursuant to RCW 39.34 to permit the Agencies to share in the use and upkeep of apparatus to meet the needs of each of the Agencies concerning deployment of emergency medical services to citizens of their respective jurisdictions;

WHEREAS, it has been determined by each of the Agencies hereto that it would be in the best interest of the citizens of their respective jurisdictions, and of mutual benefit to the delivery of fire suppression and emergency medical services that the Agencies designate apparatus owned by the Agencies to be shared with the other Agencies if one Agency has an emergency apparatus that is out of service; and

WHEREAS, the Agencies hereto desire to enter into this Agreement, wherein the following apparatus will be utilized by the Agencies that have an emergency apparatus that is classified as a reserve apparatus:

All apparatus shall be added or removed by mutual agreement of the Agencies as an addendum signed by representatives of all Agencies.

WHEREAS, the Agencies hereto desire to set forth their rights, duties, and responsibilities with respect to said Agreement as allowed by law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the Agencies hereto agree as follows:

## **II. Terms and Conditions**

Section 1. The Agency that is utilizing the reserve apparatus shall not sell, recycle or destroy the apparatus during the term of this Agreement and while the apparatus is under their control.

Section 2. The owner of the apparatus shall be fully responsible for all routine repairs, maintenance, and upkeep of the reserve apparatus during the agreed term of use pursuant to this Agreement.

Section 3. It is further understood and agreed by and between the Agencies hereto that this Agreement is for the mutual benefit of assisting all Agencies in meeting their obligations to provide effective fire suppression and emergency medical services in their respective jurisdictions and for mutual aid purposes.

Section 4. This Agreement shall become effective \_\_\_\_\_, 2021 and shall remain in full force and effect until terminated by any Agency with thirty (30) days written notice at the addresses set forth below.

Section 5. All parties shall defend, indemnify and hold harmless the other parties, their officers, commissioners, staff, officials and employees from and against any and all claims, suits, actions, or liabilities for injury or death of any persons, or for loss or damage to property, which arise out of each Agency's use of the apparatus, except only such injury or damage as shall have been occasioned by the sole negligence of each individual Agency.

Section 6. The Agency that is using the apparatus shall procure, and maintain, for the duration of the use, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the apparatus including but not limited to driving the apparatus. The required insurance for the Agency using the apparatus shall be as follows:

- a) General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Agency owning the apparatus shall be named as an additional insured on the Agency's General Liability insurance policy using an endorsement ISO CG 20 26 07 04 or substitute endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- b) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident naming the Agency owning the apparatus as an additional insured.
- c) All required insurance policies shall contain, or be endorsed to contain, that the Agency using the apparatus shall be primary insurance. Any insurance, self-insurance, or self-insured pool coverage maintained by the Agency owning such apparatus shall be in excess of Using Agency's insurance and shall not contribute with it.

Section 7. Each of the Agencies hereto shall be fully responsible for all repairs, maintenance, insurance, testing, certification, and upkeep of the apparatus that is owned by them. At the end of the year each Agency shall bill the other agencies one third of the cost of that referenced above for each piece of apparatus as set forth above and the bill will be paid within thirty (30) days of receipt. Fuels used while apparatus is being used by an Agency shall be the responsibility of the Agency using the apparatus. Apparatus must be returned to reserve status with all fuels refilled.

- a) Any single repair that is projected to cost more than \$5,000 shall be approved by a majority of the administrators of this agreement.

Section 8. It is understood and agreed by and between the Agencies hereto that every effort should be made to become familiar with each other's apparatus and only use and operate apparatus that they have been trained on.

Section 9. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated. The administrators of this Agreement shall be the Fire Chiefs of the Agencies.

Section 10. It is further understood and agreed by and between the Agencies hereto that, for the purposes of liaison and the administration of this Agreement, there is hereby delegated the authority to the Fire Chiefs of each of the Agencies to jointly form an administrative board for carrying out this Agreement.

Section 11. In the event of a dispute in the interpretation of this agreement the Agencies agree to first meet in a good faith attempt to resolve the dispute, if such dispute is not resolved thereby the Agencies agree to submit the dispute to binding arbitration pursuant to RCW 7.04A.

Section 12. The Agencies to this Agreement intend that the laws of the State of Washington shall apply and in the event of any dispute under this agreement venue shall be in Benton County Washington.

Section 13. In the event of a dispute submitted to arbitration under Section 11 above, or litigation before a court of competent jurisdiction, the substantially prevailing Agency(ies) shall be entitled to their reasonable attorney's fees, to be paid by the non-prevailing Agency(ies).

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals on the day and year first indicated.

**WEST BENTON REGIONAL FIRE AUTHORITY**  
**1200 Grant Ave.**  
**Prosser WA 99350**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF GRANDVIEW**  
**207 w 2ND**  
**Grandview, WA 98930**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF SUNNYSIDE**  
**818 E. Edison**  
**Sunnyside WA 98944**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_