

BENTON COUNTY EMERGENCY SERVICES
OPERATING CONTRACT

WHEREAS, an Interlocal Cooperation Agreement (hereinafter referred to as "the Interlocal") was entered into on September 1, 2006 by Benton County and the Cities of Kennewick, Richland, West Richland, Prosser, and Benton City to establish Benton County Emergency Services (hereinafter referred to as "BCES"); and

WHEREAS, the City of Richland (hereinafter referred to as "Richland") was selected as the Operating Jurisdiction responsible for administration of BCES effective January 1, 1997, and desires to continue as Operating Jurisdiction; and

WHEREAS, an Operating Contract is required to specify the terms and conditions under which Richland will provide various services and charge fees.

NOW, THEREFORE, in accordance with the terms of the Interlocal and in consideration of the mutual covenants contained herein, the Interlocal and Richland hereby agree as follows:

Section 1: Scope of Services Richland shall provide the following as Operating Jurisdiction of BCES:

- A. Richland's Emergency Management & Communications Department including separate division for emergency management and emergency communications, shall provide specified services to BCES. The BCES Director, reporting to the Richland City Manager or designee, shall be responsible for administering BCES services.
- B. Within the constraints of the budget approved by the BCES Executive Board and funded by the sponsoring jurisdictions, Richland shall staff, equip, operate, and maintain facilities and accessories necessary to provide services to the Interlocal.
- C. Richland will serve as the fiscal agent for the Interlocal.
- D. Richland will represent the Interlocal in its routine dealings with local, county, and state agencies.
- E. Services provided to the BCES Interlocal shall be in conformance with a Policy Manual approved by the BCES Executive Board.

Section 2: Hold Harmless Richland shall at all times be solely responsible and liable for the acts of its personnel that occur or arise in any way in performance of this agreement, and shall hold harmless member jurisdictions of the Interlocal.

Section 3: Insurance Richland shall at all times carry liability insurance in the minimum amount of \$1,000,000 covering all activities of its personnel related to the performance of this agreement. The Interlocal jurisdictions and their personnel and officials shall be named as additional insured on all such policies.


Section 4: Maintenance of Funds Richland shall establish and maintain separate funds on behalf of the Interlocal. The funds shall be designated as the "Emergency Management", "SECOMM" and "800 MHz" funds. The "Emergency Management Fund" shall account for assets and liabilities for emergency management activities. The "SECOMM Fund" shall account for assets and liabilities for 9-1-1 call receiving and radio dispatching activities. Richland shall coordinate with the Benton County Treasurer's office to see that 9-1-1 telephone excise taxes and other Interlocal revenues are deposited in this fund. The "800 MHz" fund shall account for all assets and liabilities for 800 MHz radio system activities.

Section 5: Billings for Expenses Richland shall bill the BCES client agencies as specified in the adopted budget and deposit payments into appropriate accounts. Agency payments will normally be billed monthly in twelve equal installments. In the event of unanticipated expenditures occurring in any month, an amount exceeding 1/12th of the operating budgets may be charged. At year-end, a reconciliation analysis shall be performed to ensure that all, but no more, of Richland's actual operating costs were reimbursed.


Section 6: Administrative Fee Richland shall be paid an administrative fee of 5% calculated against the non-capital operating costs of BCES. Richland shall charge 1/12th of the administrative fee each month based on the adopted budget. At year-end, a reconciliation analysis shall be performed to ensure that the administrative fee is calculated against actual expenses.

Section 7: Term of Agreement The term of this agreement shall be from January 1, 2007 through December 31, 2008.

Approved at the BCES Executive Board Meeting on November 30, 2006.

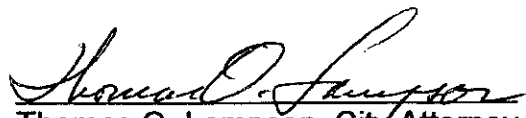


Max E. Benitz, Jr., Chairman
Benton County Emergency Services Executive Board



John C. Darrington, City Manager
City of Richland

Approve as to form:



Thomas O. Lampson, City Attorney
City of Richland,
Legal Counsel for BCES