

## **INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES**

THIS AGREEMENT is made and entered into by and between Benton County, Washington, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, and Benton County Fire District Nos. 1, 2, and 4, all municipal corporations.

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes and allows municipal corporations to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual advantage through the execution of an interlocal cooperative agreement; and,

WHEREAS RCW 38.52.070 authorizes and directs each political subdivision of the State of Washington to establish a local organization for emergency management in accordance with the State Emergency Management Plan and Program, and permits the State Director of Emergency Management to authorize two or more political subdivisions to join in the establishment and operation of a local organization for emergency management; and,

WHEREAS, the cities of Kennewick, Richland, West Richland, and Benton County Fire Districts Nos. 1, 2, and 4, and Benton County are desirous of providing a single system for emergency police, medical and fire dispatch service as the most efficient and economical emergency communication and dispatching service for their respective constituents; and,

WHEREAS, Benton County Emergency Services currently exists under the interlocal referenced in section 5, and that the parties to the agreement wish to continue the organization under the terms of this new agreement; and,

WHEREAS, it is the intention of the cities of Kennewick, Richland, West Richland, Prosser, Benton City and Benton County to continue to provide a county-wide operation of emergency management under the terms of this agreement;

NOW THEREFORE: IT IS AGREED, in accordance with the provisions of RCW 39.34 and 38.52 as follows:

### **1. PURPOSE**

It is the purpose of this agreement to provide for the effective and economical operations of Benton County Emergency Services.

### **2. ORGANIZATION**

A. Benton County Emergency Services consists of two divisions, Benton County Emergency Management (BCEM) and Southeast Communications Center (SECOMM).

- B. Benton County Emergency Services shall continue its existence under the terms of this agreement effective September 1, 2006, provided this agreement is approved by the existing Benton County Emergency Services Executive Board and the respective jurisdictions that are parties hereto.
- C. The organization shall consist of an Executive Board, staff, Strategic Advisory Team, Customer Agency Groups and various committees as created by the Executive Board.
- D. An Administrative Jurisdiction shall be designated by the Executive Board. The Administrative Jurisdiction shall serve for a period of five (5) years unless terminated sooner as determined by the Executive Board. The Administrative Jurisdiction shall serve additional five (5) year periods unless it is terminated or withdraws after having provided a minimum of six (6) months notice of intent to withdraw.

The Administrative Jurisdiction shall have full responsibility for the operation of the organization, and shall provide all necessary support for the organization. The Administrative Jurisdiction shall perform its duties pursuant to agreement with Benton County Emergency Services. The Administrative Jurisdiction shall also appoint the Director with the concurrence of the Executive Board.

- E. The Executive Board shall be the governing body of Benton County Emergency Services organization, and shall be responsible for overseeing policies, contracts, approval of the annual budget and shall fulfill the legal requirements under RCW 38.52.

The Executive Board shall consist of one representative from the Benton County Commissioner's office, one representative from each of the Cities of Kennewick, Richland, Prosser, West Richland and Benton City and a single representative collectively representing Benton County Fire Districts Nos. 1, 2, and 4.

For voting purposes, Benton County and the cities of Kennewick and Richland shall be allowed two votes each. The remaining participants shall have one vote each with the exception of the Fire Districts which share a single vote. A majority of the number of members of the Executive Board shall be a quorum and a majority of votes shall prevail unless otherwise set forth herein.

The representatives for the cities of Kennewick, Richland, West Richland, and Benton County, and the single Benton County Fire District Representative will vote on items associated with Southeast Communications Center.

The representative for Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City will vote on items associated with Benton County Emergency Management.

For all items not specifically associated with Southeast Communications Center or Benton County Emergency Management, all representatives will vote.

- F. The Strategic Advisory Team shall consist of one representative each from Kennewick Fire Department, Kennewick Police Department, Richland Police Department, Richland Fire Department, West Richland Police Department, Benton County Sheriff's Office, Benton County Fire Protection Districts 1, 2, and 4, Benton City, and Prosser. The SAT representative will be the agency Chief or Sheriff and a senior level executive from the cities of Benton City and Prosser.

Working directly with the BCES leadership, the SAT will assist in developing strategies for addressing issues such as, establishing standardized procedures and incorporating changes in technology. To facilitate the policy making role of the Executive Board, it may assign to the SAT certain policy reviews, projects, and tasks.

- G. The Customer Agency Group (CAG) shall consist of one representative each from the City of Kennewick Police Department, the City of Richland Police Department, the West Richland Police Department, the City of Prosser Police Department, the Benton County Sheriff's Office, the City of Kennewick Fire Department, the City of Richland Fire Department, the City of Benton City, and Benton County Fire Districts 1, 2, & 4.
- H. The Director, under the direction of the Administrative Jurisdiction, shall maintain and operate Benton County Emergency Services and shall be responsible for the implementation of policies, procedures, and directives of the Executive Board. The Director shall be responsible for developing, organizing and coordinating emergency preparedness planning, training and implementation. The Director shall be responsible for organizing developing and coordination of E-911 and County-Wide communication system, and shall have such other duties and responsibilities as the Administrative Jurisdiction from time to time designates.

### **3. FINANCES**

- A. Benton County Emergency Services maintains three separate funds consisting of one fund for Benton County Emergency Management, one fund for Southeast Communications Center and one fund for 800 MHz. These funds are maintained and administered by the Administrative Jurisdiction in lieu of the Treasurer of the City of Kennewick as the most populous entity. All

monies received for the account of the Benton County Emergency Services organization, including financial contributions by the parties to this agreement in accordance herewith, shall be deposited in the appropriate fund.

B. Southeast Communications Center

Southeast Communications Center shall be financed by the proceeds of the telephone excise tax, an annual levy upon the participating jurisdictions and by contract fees paid by contracting agencies as determined by the Executive Board. Each party hereto shall contribute its share of the costs of the normal operation and administration of the organization in such a manner as shall be determined by the Executive Board. Such contributions shall be determined by the Executive Board annually for inclusion with the parties' annual budgets and paid in periodic installments to be determined by the Executive Board. In the event of an emergency which results in costs to the organization in excess of the budgeted expenses for operation and administration, the Executive Board shall have the authority to proportionately levy (by percent of total budget responsibility) additional fees to cover the unexpected liability. If the cost over run is the result of a single agency the entire cost will be borne by that agency. Such excess costs shall be promptly remitted to Benton County Emergency Services.

C. Benton County Emergency Management

Each political subdivision shall contribute to the cost of emergency management upon such fair and equitable basis as shall be determined by the Executive Board. If, in any case, the Executive Board is unable to agree upon the proper contributions of the parties hereto to the costs of the organization, the decisions shall be referred to the State Emergency Management Council for arbitration and the Council's decision shall be final and binding upon the parties hereto. Each political subdivision shall pay its share of the cost into the Benton County Emergency Management fund which is maintained and administered by the administrative jurisdiction. The Board shall have the authority to proportionately levy (by percentage of total budget responsibility) additional fees to cover unexpected liabilities. If the cost over run or liability is the result of a single agency the entire cost will be borne by that agency.

D. The Director, upon approval by the Executive Board, shall be authorized to make expenditures on behalf of the organization, in accordance with the policy and procedures of the Administrative Jurisdiction.

E. An annual budget for the organization shall be prepared by the Director in accordance with the policy and procedure of the Administrative Jurisdiction, subject to the approval of the Executive Board.

#### **4. PROPERTY AND EQUIPMENT**

- A. The ownership of property, equipment, or monies acquired by or through Benton County Emergency Management on or after the execution of this agreement shall be shared by the parties to this agreement in proportion to the financial and in-kind contribution of each party in the year of acquisition of such property, equipment, or monies. The parties are the cities of Kennewick, Richland, West Richland, Prosser, Benton City and Benton County. The ownership of the existing equipment, property, or monies (prior to this agreement) will also be shared in proportion to previous contributions.
- B. The ownership of property, equipment, or monies acquired by Southeast Communications Center shall be shared by Benton County and the cities of Kennewick and Richland equally. Benton County and the cities of Kennewick and Richland are responsible for capital expenditures in the budget process.
- C. The ownership of property, equipment, or monies acquired through the receipt of E911 taxes shall be the property of Benton County.

#### **5. DURATION OF AGREEMENT**

After signature by all the parties hereto, this agreement shall become effective on September 1, 2006, and shall replace and supersede the Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on October 1, 1996. This agreement shall have duration of ten (10) years from September 1, 2006. This agreement shall be extended for five (5) year periods unless any party objects to extending the agreement no later than six (6) months prior to expiration.

#### **6. AMENDMENTS**

Amendments to this agreement shall only be made upon a vote by at least 75% of the parties hereto. This section shall not affect how the Board operates and conducts its business.

#### **7. WITHDRAWALS**

Any party may withdraw from this agreement upon written request not less than six (6) months prior to withdrawal. Such party shall remain liable for obligated payments, and shall be refunded any payments made but not obligated prior to the date of actual withdrawal. Any party so withdrawing shall be responsible for complying with state law regarding its obligations to provide emergency management and dispatch services.

The withdrawing party releases ownership of property, equipment or monies eligible to them as part of this agreement.

**8. LIABILITY**

Each party shall be solely responsible for its own negligence, and shall indemnify and hold harmless each other party for its own negligence.

**9. SEVERABILITY**

If any part of this agreement is held to be illegal or unenforceable, to the extent possible and practicable, the remaining parts of the agreement shall remain in effect and binding upon all parties hereto.

BENTON COUNTY, WASHINGTON

Attest: *Carmel Melton*  
Clerk of the Board

*Leo M. Poeman*  
Chairman

*Claude L. Allen*  
Chairman, Pro Tem

*Mary E. Bentley*  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington.

DATE: 3-12-07

CITY OF BENTON CITY

Attest: Augusta Sanchez  
City Clerk

By: [Signature]  
Mayor

DATE: 3/6/07

CITY OF KENNEWICK

Attest: *Valerie Doffler*  
City Clerk

By: *James P. Reaver*  
Mayor

DATE: 3-5-07

CITY OF PROSSER

Attest:   
City Clerk

By:   
Mayor

DATE: 2/13/2007

CITY OF WEST RICHLAND

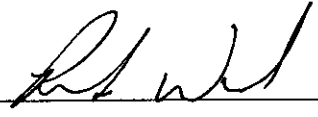
Attest: Julie Richardson  
City Clerk

By: [Signature]  
Mayor

DATE: 3-9-07

CITY OF RICHLAND


Attest:   
City Clerk


By:   
Mayor

DATE: March 6 2007

BENTON COUNTY FIRE  
DISTRICTS 1, 2, & 4

Attest: \_\_\_\_\_

By:   
G. D. Steater BCFPD#1

By:  3/26/07  
BCFPD#2

By:  03/20/2007  
BCFPD#4

DATE: 3-26-07