

WHEN RECORDED RETURN TO:

City of Richland
Attn: City Attorney
625 Swift Boulevard MS-07
Richland, WA 99352

**FOURTH AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES**

THIS FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into by and between the following entities (each one a “Member Agency” and collectively, the “Parties”):

Benton County, a political subdivision of the state of Washington;

Franklin County, a political subdivision of the state of Washington;

City of Kennewick, a Washington municipal corporation;

City of Richland, a Washington municipal corporation;

City of West Richland, a Washington municipal corporation;

City of Prosser, a Washington municipal corporation

City of Benton City, a Washington municipal corporation;

City of Pasco, a Washington municipal corporation; and

Benton County Fire Protection District Nos. 1, 2, and 4, all of which are Washington special purpose districts.

I. RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with each other based on mutual advantage, and to collectively exercise the rights and powers they hold individually through the execution of an interlocal cooperative agreement; and

WHEREAS, RCW 38.52.070 authorizes and directs each county, city and town within 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 counties, cities and towns to join in the establishment and operation of a local organization for emergency management; and

WHEREAS, Benton County Emergency Services (“BCES”) is such a local organization created in 1996 pursuant to the Interlocal referenced in Section 7, and the Parties to this Agreement wish to continue that organization under the terms of this Fourth Amended and Restated Interlocal Agreement; and

WHEREAS, in addition to emergency management services, Benton County Emergency Services, through establishment of the Southeast Communications Center, has also provided communication and dispatching for public safety and emergencies for some jurisdictions located in incorporated and unincorporated Benton County, and for any agencies contracting for such services; and

WHEREAS, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, Benton County and Benton County Fire District Nos. 1, 2 and 4, and with limited participation by Benton County Public Utility District #1 (“Benton PUD”) (collectively, the “Existing Partners”) provided county-wide operation of emergency dispatch services under the terms of the First Amended and Restated Interlocal Agreement until 2017; and

WHEREAS, in 2017, Franklin County and the city of Pasco transitioned their dispatch services to Benton County Emergency Services and became member agencies of BCES (the “New Partners”); and

WHEREAS, the Existing and New Parties have operated BCES pursuant to the Second Amended and Restated Interlocal Cooperation Agreement for Benton County Emergency Services recorded with the Benton County Auditor on July 2, 2018 (“2018 BCES Interlocal Agreement”); and

WHEREAS, on April 3, 2024, Benton PUD withdrew as a member agency through execution of the Third Amended and Restated Interlocal Agreement for Benton County Emergency Services (“2024 BCES Interlocal Agreement”); and

WHEREAS, the remaining BCES member agencies intend to continue the provision of bi-county dispatch services under this Fourth Amended and Restated Interlocal Agreement, with each Party participating to the extent identified herein; and

WHEREAS, BCES has established a digital 800MHz radio system that provides and will continue to provide viable public safety communications for many years into the future; and

WHEREAS, Benton County, the cities of Kennewick and Richland, and Benton PUD have historically provided a single microwave system exclusively located in Benton County (hereinafter

the “Former (pre-2024) Benton County Microwave System”); and

WHEREAS, Franklin County and public safety agencies within that county have historically operated under a separate microwave system exclusively located in Franklin County (hereinafter “Franklin County Microwave System”); and

WHEREAS, the cities of Kennewick, Richland, and Pasco, and the counties of Benton and Franklin are currently acquiring a bi-county microwave system equally owned and funded by the five (5) member agencies; and

WHEREAS, similar to the efforts related to a bi-county microwave system, the cities of Kennewick, Richland, and Pasco, and the counties of Benton and Franklin, desire to acquire additional towers and radios to create a bi-county 800MHz system equally owned and funded by the five (5) member agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with RCW 39.34, RCW 38.52, and Section 8 of the 2024 BCES Interlocal Agreement, the Parties hereto agree to this Fourth Amended and Restated Interlocal Agreement as follows:

II. AGREEMENT

1. INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated into this Agreement by reference.

2. PURPOSE

The purpose of this Agreement is to provide for the effective and economical operations of Benton County Emergency Services (BCES), a local administrative entity and joint venture between the above-referenced Parties (also referred to as the “Organization”).

3. ORGANIZATIONAL STRUCTURE

Benton County Emergency Services consists of two (2) divisions: Benton County Emergency Management (BCEM) and Southeast Communications Center (SECOMM).

A. General. The Organization shall consist of an Executive Board, Strategic Advisory Team, Customer Agency Groups and various committees as created by the Executive Board.

1. Appointment of Administrative Jurisdiction; Duration. An Administrative Jurisdiction shall be designated by the Executive Board. The Administrative Jurisdiction shall serve unless or until such service is terminated by the Executive Board, or until the Administrative Jurisdiction withdraws after having provided a minimum of nine (9)

months' written notice of intent to withdraw. The City of Richland is currently designated as the Administrative Jurisdiction. All employees staffing BCES shall be employees of the Administrative Jurisdiction.

2. Duties of Administrative Jurisdiction. The Administrative Jurisdiction shall have full responsibility for the operation of the Organization, and shall provide all necessary administrative support for the Organization. The Administrative Jurisdiction shall perform its duties pursuant to a contractual agreement with Benton County Emergency Services that shall automatically renew every five (5) years, subject to any renegotiations between the Administrative Jurisdiction and the Executive Board. The Administrative Jurisdiction shall appoint a BCES Director, which appointment shall be subject to confirmation by the Executive Board. The BCES Director shall be removed only at the direction of the Administrative Jurisdiction.
 3. Governing Policies. BCES shall follow the policies established by the Administrative Jurisdiction for all efforts related to Finance, Human Resources, Legal, Risk & Safety, and Purchasing. To ease future transition between Administrative Jurisdictions, BCES shall operate and maintain an independent email system.
- B. Executive Board Duties; Membership; Voting. The Executive Board shall be the governing body of the administrative entity known as Benton County Emergency Services and shall be responsible for approving BCES-specific policies, contracts, the annual budget, and confirmation of the Administrative Jurisdiction's appointment of the BCES Director. The Executive Board shall also be responsible for ensuring the Parties' compliance with the legal requirements of Ch. 38.52 RCW.
1. Subject to the voting procedures and restrictions set forth herein, the Executive Board shall consist of one representative from the Benton County Commissioner's Office, one representative from the Franklin County Commissioner's Office, one representative from each of the cities of Kennewick, Richland, Prosser, West Richland, Benton City, and Pasco, and a single representative collectively representing Benton County Fire Protection District Nos. 1, 2 and 4.
 2. Whenever they are entitled to vote, Benton County, Franklin County, and the cities of Kennewick, Pasco, and Richland shall be allowed two (2) votes each. Whenever they are entitled to vote, West Richland, Prosser, and Benton City shall have one (1) vote each. Whenever they are entitled to vote, Benton County Fire Protection District Nos. 1, 2 and 4 shall collectively share a single vote.
 3. A simple majority of the number of members of the Executive Board shall be a quorum, and a simple majority of votes shall prevail unless otherwise set forth herein.

4. The following are the only representatives authorized to vote on matters associated with Southeast Communications Center (SECOMM):
 - Representatives for the cities of Kennewick, Richland, Pasco, West Richland,* and Prosser*;
 - Representatives for the counties of Benton and Franklin;
 - The representative for Benton County Fire Protection District Nos. 1, 2 and 4 casting a single vote for the three (3) entities.*

**Note:* No future contracted subscribers to SECOMM shall be entitled to vote.

5. The following are the only representatives authorized to vote on matters associated with the Former (pre-2025) 800MHz system:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton.
6. The following are the only representatives authorized to vote on matters associated with the future operation and maintenance of the new Benton-Franklin 800MHz system and related funding (acquired after the execution hereof):
 - Representatives for the cities of Kennewick, Pasco and Richland;
 - The representatives for the counties of Benton and Franklin.
7. The following are the only representatives authorized to vote on matters associated with operation and maintenance of the Former (pre-2024) Benton County Microwave System and related funding:
 - Representatives for the cities of Kennewick and Richland;
 - The representative for the county of Benton;
8. The following are the only representatives authorized to vote on matters associated with the future operation and maintenance of the new Benton-Franklin County Microwave System and related funding (acquired after the execution hereof):
 - Representatives for the cities of Kennewick, Pasco and Richland;
 - The representatives for the counties of Benton and Franklin.
9. The following are the only representatives authorized to vote on items associated with Benton County Emergency Management (BCEM):
 - Representatives for the cities of Kennewick, Richland, West Richland, Prosser and Benton City;
 - The representative for the county of Benton.
10. For items not specifically associated with the Former (pre-2024) Benton County Microwave System, the new Benton-Franklin Microwave System, the 800 MHz system, Southeast Communications Center, or Benton County Emergency Management, all representatives may vote.

11. A representative may send a delegate to vote by proxy in his or her absence.

C. Strategic Advisory Team. Working directly with BCES leadership, the Strategic Advisory Team (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. The Strategic Advisory Team may consist of one (1) representative from each of the following:

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| • Kennewick Fire Department | • Connell Police Department |
| • Kennewick Police Department | • Connell Fire Department |
| • Richland Police Department | • Pasco Police Department |
| • Richland Fire Department | • Pasco Fire Department |
| • West Richland Police Department | • West Benton Fire and Rescue |
| • Benton County Sheriff's Office | • North Franklin County Hospital District |
| • Franklin County Sheriff's Office | • City of Prosser |
| • Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep) | • Benton County Fire Protection Districts 1, 2, 4, 5 & 6 (1 Rep) |

The SAT representative will be the agency Chief or Sheriff and a senior level executive from the City of Prosser.

D. Customer Agency Group. The Customer Agency Group (CAG) is established to allow customers of BCES to communicate suggestions, ideas, or concerns regarding service, operational policies, and/or procedural issues. The CAG will be comprised of two divisions: Law Enforcement and Fire/EMS. Each division will elect a chairperson to represent the concerns of their division to the BCES Director or at joint CAG meetings. The Customer Agency Group may consist of one (1) representative from each of the following:

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| • Kennewick Police Department | • Connell Police Department |
| • Kennewick Fire Department | • Connell Fire Department |
| • Richland Police Department | • Pasco Police Department |
| • Richland Fire Department | • Pasco Fire Department |
| • West Richland Police Department | • West Benton Fire and Rescue |
| • Benton County Sheriff's Office | • North Franklin County Hospital District |
| • Franklin County Sheriff's Office | • City of Prosser Police Department |
| • City of Benton City | • Benton PUD |
| • Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep) | • Benton County Fire Protection Districts 1, 2, 4, 5, & 6 (1 Rep) |
| • Walla Walla Fire Protection District 5 | |

1. Issues that impact only one division will be communicated to the BCES Director from the chair of the division. Any recommendations made by either division must be approved by a majority of the agencies before they can be submitted to the Director for consideration. Items for which there is no majority support will require the use of the agency input

process.

2. Should an issue be relevant to both divisions, a meeting may be called by the BCES Director or either division chairperson. Attendees to such meeting will be limited to the BCES Director, the SECOMM Communications Managers and/or Emergency Management Manager, and both division chairpersons.
3. Working groups or sub-committees may be created by either division to address operational issues for which operational-level employees or subject matter experts should be involved. These groups and/or sub-committees will report directly to their division chairperson. Additionally, to expedite the development of recommendations that are sound and have the greatest likelihood of success, recommendations will be vetted with a senior subject matter expert dispatcher for additional input. The dispatcher would have no vote in the process of moving forward with an issue.

E. BCES Director. The Director, under direction of the Administrative Jurisdiction, shall maintain and operate Benton County Emergency Services, and shall be responsible for the implementation of the directives of the Executive Board and the policies and procedures of the Executive Board or the Administrative Jurisdiction, as the case may be. 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 bi-county communication systems, and shall have such other duties and responsibilities as the Administrative Jurisdiction designates from time to time.

4. FINANCES

Benton County Emergency Services maintains separate funds consisting of:

- One (1) fund for Benton County Emergency Management;
- One (1) fund for Southeast Communications Center;
- One (1) fund for the acquisition, maintenance and operation of the Benton-Franklin County 800MHz System.
- One (1) fund for the maintenance and operation of the Former (pre-2025) Benton County 800MHz System (to be retired once the Benton-Franklin 800MHz system is fully operational); and
- One (1) fund for the acquisition, maintenance and operation of the Benton-Franklin County Microwave System.
- One (1) fund for maintenance and operation of the Former (pre-2024) Benton County Microwave System (to be retired when the system is fully decommissioned).

These funds are maintained and administered by the Administrative Jurisdiction in lieu of the Treasurer of the City of Kennewick, the most populous entity. All monies received for the benefit and use of Benton County Emergency Services, including financial contributions by the Parties to

this Agreement in accordance herewith, shall be deposited into the appropriate fund.

- A. Benton County Emergency Management (EM Operations) Fund. Except for, Pasco, and Franklin County, each Party to this Agreement shall contribute to the cost of emergency management operations 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 by the Parties hereto, 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. Except for Franklin County and Pasco, each party shall pay its share of the cost of emergency management into the Benton County Emergency Management Fund which is maintained and administered by the Administrative Jurisdiction. The Executive Board shall have the authority to proportionately levy, by percentage of total operating budget responsibility, additional fees to cover unexpected liabilities, including uninsured civil judgments. If the cost overrun or liability is the result of a single agency, the entire cost will be borne by that agency.

- B. Southeast Communications Center (SECOMM Operations) Fund. SECOMM shall be financed by the proceeds of a telephone excise tax that shall be imposed at the same rate by both Benton and Franklin counties, an annual levy upon the Parties, except City of Benton City, 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 typical and customary operation and administration of SECOMM as established by the Executive Board. Such contributions shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. The assessment for any user or member entering SECOMM mid-budget year shall be determined by the Executive Board and pro-rated relative to the months of service remaining in the existing budget year. Funding models for SECOMM budgets shall be determined by the Executive Board. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration, the Executive Board is authorized to proportionately levy, by percentage of total operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.

- C. 800MHz Fund. The Former (pre-2025) 800MHz Fund shall be used for the maintenance and operation of the pre-2025 800MHz radio system, whether analog or digital, utilized by BCES (locations include BCES, Badger Mountain, Joe Butte, Sillusi Butte, Golgotha Butte, Prosser Butte, Rattlesnake Mountain, Red Mountain) until such time as the Benton-Franklin 800MHz System is constructed and operational. At such time, any funds remaining in the Former (pre-2025) 800MHz Fund shall be transferred to the new Benton-Franklin 800MHz Fund. The Executive Board is authorized to levy annual radio assessments upon all Parties who use radios under the Former (pre-2025) 800MHz system, and to impose contract fees upon any

contracting agencies for use of the same. Assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration of the Former (pre-2025) 800MHz system, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total 800MHz operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable solely to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.

In order to improve coverage of the Former (pre-2025) 800MHz radio system maintained and operated by BCES in certain areas of unincorporated Benton County, one (1) communication site on Red Mountain will be constructed consisting of a trunked simulcast repeater; one (1) microwave; an equipment shelter; a tower; a generator; a fuel tank; and batteries (the "Communication Site"). To integrate the new Communication Site into the existing system, the Golgotha ASTRO 25 Repeater Site must be upgraded with certain hardware, software and services (the "Golgotha Upgrade"). To facilitate construction of the Communication Site and the Golgotha Upgrade, Benton County has satisfied its commitment to provide BCES, by and through its Administrative Jurisdiction, Three Million Dollars (\$3,000,000) for BCES to purchase and install the Communication Site and Golgotha Upgrade. Benton County further agrees to directly pay the costs of easement acquisition, design, and construction of a means of ingress and egress, along with provision of utilities (specifically electric) to a parcel agreed upon by Benton County on which the Communication Site will be located. All operational costs of the Communication Site shall be paid by the Parties hereto in the same manner as other operational costs paid from the 800MHz fund.

The Administrative Jurisdiction is responsible for compliance with applicable procurement laws respecting the purchase and installation of the Communication Site and Golgotha Upgrade. Benton County is responsible for compliance with applicable procurement laws respecting the access easement to the Communication Site.

The Administrative Jurisdiction agrees to maintain the deposits from Benton County in an interest bearing account, and interest will accrue to the benefit of BCES and may be expended on the Communication Site. The Administrative Jurisdiction will continue to send to Benton County a written summary of the expenses incurred for the purchase and installation of the Communication Site every thirty (30) days until the Communications Site is completed. Within thirty (30) days of release of retainage to the contractor for the Communication Site work, the Administrative Jurisdiction will return to Benton County the balance of all deposits made by Benton County for the Communication Site that were not expended.

Parties to this Agreement who use the 800MHz system will continue to contribute to its operation and maintenance costs, including costs for operation and maintenance of the Communication Site, through annual radio assessments.

- D. Benton-Franklin 800MHz Fund. The Benton-Franklin 800MHz Fund shall be used for the maintenance and operation of the bi-county 800MHz radio system, whether analog or digital, utilized by BCES. The Executive Board is authorized to levy annual radio assessments upon all Parties who use radios under the Benton-Franklin 800MHz system, and to impose contract fees upon any contracting agencies for use of the same. Assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for operation and administration of the Benton-Franklin 800MHz system, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total 800MHz operating budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is attributable solely to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.
- E. Benton County Microwave System Fund. The Former (pre-2024) Benton County Microwave System Fund shall be used for the maintenance and operation of the Benton County Microwave System utilized by BCES until such time as the new Benton-Franklin Microwave System is constructed and operational. At such time, any funds remaining in the Former (pre-2024) Benton County Microwave Fund shall be transferred to the new Benton-Franklin Microwave System Fund. The Executive Board is authorized to levy annual assessments upon all Parties who use the Benton County Microwave System, and to impose contract fees upon any contracting agencies. Such assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for maintenance and operation of the Benton County Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton County Microwave System budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency. Neither Franklin County nor any of the Parties to this Agreement located therein shall acquire or be deemed to have acquired any ownership interest whatsoever in any property or equipment that comprises the Benton County Microwave System.
1. Franklin County Microwave System. Although the Former (pre-2024) Benton County Microwave System and the Former (pre-2024) Franklin County Microwave System are technically interconnected and create a Bi-County Microwave System utilized by BCES, Benton County and those Parties to this Agreement who are located therein are the only Parties obligated to contribute to the Former (pre-2024) Benton County Microwave System as provided under Section 4.D above. Franklin County shall be solely responsible for all costs associated with maintenance, operation and improvements to the Former (pre-2024)

Franklin County Microwave System. Neither Benton County nor any of those Parties to this Agreement located therein shall acquire any ownership interest whatsoever in any property or equipment that comprises the Former (pre-2024) Franklin County Microwave System. Franklin County shall defend, indemnify and hold harmless Benton County and those Parties to this Agreement who are located therein for all claims related in any way to, Franklin County's maintenance or operation of the Former (pre-2024) Franklin County Microwave System as it presently exists or is modified in the future. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of uses resulting therefrom.

- F. Benton-Franklin Microwave System Fund. The new Benton-Franklin Microwave System Fund shall be used for the maintenance and operation of the Benton-Franklin Microwave System utilized by BCES upon completion of its construction. The Executive Board is authorized to levy annual assessments upon all Parties who use the Benton-Franklin Microwave System, and to impose contract fees upon any contracting agencies. Such assessments shall be determined annually by the Executive Board for inclusion in the Parties' annual budgets. Assessments shall be paid in periodic installments on a schedule determined by the Executive Board. In the event an unforeseen exigent circumstance or uninsured civil judgment results in costs to the Organization in excess of the budgeted expenses for maintenance and operation of the Benton-Franklin Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton-Franklin Microwave System budget responsibility, additional fees to cover the unexpected liability. Such excess costs shall be promptly remitted, upon demand, to Benton County Emergency Services. If the cost overrun is solely attributable to a single agency's action or inaction, the entire cost overrun shall be borne by that agency.
- G. The BCES Director, upon approval by the Executive Board, is authorized to make expenditures on behalf of the Organization in accordance with the policies and procedures of the Administrative Jurisdiction.
- H. An annual budget for the Organization shall be prepared by the BCES Director in accordance with the policies and procedure of the Administrative Jurisdiction. The annual operating budget requires Executive Board approval.
- I. Contribution to SECOMM Fund. The Parties acknowledge that Franklin County and Pasco each made irrevocable contributions of Five Hundred Thousand Dollars (\$500,000) to the SECOMM Fund as their buy-in for BCES membership pursuant to the 2017 BCES Transition and Buy-In Agreement. These contributions are non-refundable should Franklin County or Pasco withdraw from BCES.
- J. Radio System Upgrade (SUA). In each BCES budget, the allocation of costs to support the trunked radio system shall be equally divided between Benton County, Franklin County, and

the cities of Kennewick, Pasco and Richland. Contributions made by Franklin County and Pasco shall not create, nor be construed to create, any ownership interest in the trunked radio system.

- K. Capital Investment - 2024 Benton-Franklin Microwave System. The counties of Benton and Franklin and the cities of Kennewick, Richland and Pasco will jointly fund and acquire a bi-county microwave system to be owned by the five (5) member agencies as follows: twenty percent (20%) ownership by Benton County; twenty percent (20%) ownership by Franklin County; twenty percent (20%) ownership by Kennewick; twenty percent (20%) ownership by Richland; and twenty percent (20%) ownership by Pasco (the “Owner Entities”). The bi-county microwave system will be constructed/installed by and through the Administrative Jurisdiction and operated by Benton County Emergency Services. The Owner Entities shall pay their respective financial contribution of one-fifth (20%) of the actual total capital project cost to the Administrative Jurisdiction, on behalf of BCES, within thirty (30) calendar days of receipt of a detailed invoice. The capital project cost shall be determined based on the actual project cost reflected in the Motorola Project No. WA-21P120A_Richland agreement. Failure of any of the Owner Entities to remit payment as required herein shall result in suspension of services to the non-compliant Owner Entity by BCES.
- L. Capital Investment - 2025 Benton-Franklin 800MHz System. The counties of Benton and Franklin and the cities of Kennewick, Richland and Pasco will jointly fund the purchase of necessary subscriber units (mobile and portable radios) and additional tower infrastructure to create a bi-county radio network to be owned by the five (5) member agencies as follows: twenty percent (20%) ownership by Benton County; twenty percent (20%) ownership by Franklin County; twenty percent (20%) ownership by Kennewick; twenty percent (20%) ownership by Richland; and twenty percent (20%) ownership by Pasco (the “Owner Entities”). The bi-county 800MHz system and subscriber units will be constructed/installed/purchased by and through the Administrative Jurisdiction and operated by Benton County Emergency Services. The Owner Entities shall pay their respective financial contribution of one-fifth (20%) of the actual total capital project cost to the Administrative Jurisdiction, on behalf of BCES, within thirty (30) calendar days of receipt of a detailed invoice. The capital project cost shall be determined based on the actual project cost reflected in Motorola Project Nos. WA-23P072 (infrastructure) and WA-24P073M (subscriber units) agreements. Failure of any of the Owner Entities to remit payment as required herein shall result in suspension of services to the non-compliant Owner Entity by BCES.

5. PROPERTY AND EQUIPMENT

- A. Ownership Interests Maintained. Except as authorized by the Executive Board with respect to transfer by FEMA of ownership of assets acquired with Chemical Stockpile Emergency Preparedness Program (“CSEPP”) funds, the Former (pre-2025) digital 800MHz radio system, the Former (pre-2024) Benton County Microwave System Fund, and the ownership interests in property, equipment, or funds acquired by or through Benton County Emergency

Management shall continue to be shared by Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City in proportion to the financial and in-kind contribution of each party in the year such property, equipment, or monies was acquired, unless provided otherwise herein. Franklin County and Pasco shall take no ownership interest whatsoever in any property, equipment or monies belonging to BCES unless said ownership interest is expressly identified herein.

- B. Benton PUD Property Interests. Buildings and towers owned by Benton PUD, and site or ground leasehold interests held by Benton PUD at the Prosser site, the Joe Butte Site, and the Umatilla Ridge site will remain in Benton PUD's ownership or leasehold interest. State-owned pre-2024 microwave system or parts to which Benton PUD previously enjoyed a right of first refusal have been transferred to the joint ownership of Benton County and the cities of Kennewick and Richland in the following percentages: fifty percent (50%) to Benton County; twenty-five percent (25%) to Kennewick; twenty-five percent (25%) to Richland.
- C. Specific Properties Owned Solely By Benton County, Richland and Kennewick. All Parties hereto acknowledge that the federal government may have ownership interests or rights with respect to equipment purchased with funds provided by the federal government. All Parties further acknowledge and agree that the Communication Site on Red Mountain as referenced in Section 4.C above shall be owned exclusively by Benton County. All Parties further acknowledge and agree that the Former (pre-2025) digital 800MHz radio system, the real property and improvements located at 651 Truman Avenue in Richland, Washington, the leasehold interests and other 800MHz equipment used by Benton County Emergency Services and the Parties hereto at the several existing sites, and the Former (pre-2024) Benton County Microwave System used by Benton County Emergency Services shall be owned exclusively by Benton County and the cities of Richland and Kennewick as follows: fifty percent (50%) ownership by Benton County; twenty-five percent (25%) ownership by Kennewick; twenty-five percent (25%) ownership by Richland. The contributions by Pasco and Franklin County required pursuant to Section 4.H above do not create any ownership interests in the above assets by those entities.
- D. Ownership Interests – SECOMM Fund. Property, equipment and funds acquired through the Southeast Communications Center Fund prior to June 26, 2018 shall be owned as follows: fifty percent (50%) ownership by Benton County; twenty-five percent (25%) ownership by Kennewick; twenty-five percent (25%) ownership by Richland. Property, equipment, or monies acquired through the Southeast Communications Center Fund on and after June 26, 2018 shall be owned in equal shares by Benton County, Franklin County and the cities of Kennewick, Richland and Pasco, except to the extent acquired through revenue of E911 taxes as set forth below. Benton County, Franklin County and the cities of Kennewick, Pasco and Richland are the only Parties to this Agreement responsible for contributing toward capital expenditures in the budget process.

- E. Ownership Interests – E911 Taxes. Property, equipment, or monies acquired through the receipt of E911 taxes shall be the property of Benton and Franklin Counties based on the percentage of E911 tax funds contributed by each county toward said property, equipment or monies.
- F. Ownership Interests – Bi-County Microwave System and Bi-County 800MHz System. The Benton-Franklin Microwave System and the Benton-Franklin 800MHz System shall be owned in equal shares of one-fifth (20%) by the following member agencies: Benton County, Franklin County, and the cities of Kennewick, Richland and Pasco. No other member agencies shall have an ownership interest in the Benton-Franklin Microwave System or Benton-Franklin 800MHz System.

6. PUBLIC RECORDS REQUESTS

- A. All communications records generated in connection with incidents/calls for service for which a member/participating agency is contacted or to which a member/participating agency is dispatched are public records of said member/participating agency (e.g., 911 calls/texts, radio traffic, CAD event chronologies, etc.). All records exclusive of communications records prepared, owned, used or retained by BCES are public records of BCES (e.g., contracts, budget, emergency management plans, employee communications, policy manuals, etc.).
- B. The member agencies irrevocably delegate to the Administrative Jurisdiction the responsibility to set retention values for all records prepared, owned, used or retained by BCES, including records owned by the member agencies; provided, however, that in no event shall the retention values established by the Administrative Jurisdiction fall below the retention values set by state law. Participating agencies subscribing to BCES for dispatch services must agree via contract to delegate records retention responsibility to BCES's Administrative Jurisdiction consistent with this subsection.
- C. Requests for communications records sought under the Washington State Public Records Act, Chapter 42.56 RCW, and directed to a member/participating agency will be processed directly by the member/participating agency receiving the request. The member/participating agency is responsible for coordinating with BCES records staff to search for and produce all responsive records in a manner to be determined by the BCES Executive Director. Public records requests for communications records will be processed by the member/participating agency pursuant to that agency's established public records policy; BCES's only role in such instances is to retain records consistent with paragraph 6.B, conduct an adequate search for and produce to the member/participating agency all responsive records located pursuant to search terms provided by the member/participating agency upon request, and retain search documentation describing how responsive records are located. The Parties acknowledge that the member/participating agency processing the public records request has the ultimate authority to release, redact or withhold its own records consistent with the Washington State Public Records Act.

- D. In the event a court of competent jurisdiction determines, after litigation on the merits, that a member/participating agency is liable under the Public Records Act based solely on a finding of inadequate search conducted by BCES records staff, the Administrative Jurisdiction agrees to indemnify the member/participating agency to the extent of penalties and costs awarded solely as a result of the inadequate search for BCES communications records. The Administrative Jurisdiction's obligation to indemnify a member/participating agency under this section shall be conditioned upon the member/participating agency proving that:
1. The member/participating agency responded promptly and diligently to all communication from the requestor indicating that additional records were due; and
 2. The member/participating agency promptly notified BCES staff of the requestor's communication so that additional searches could be performed.

Indemnification is not available in cases where the Court's finding of inadequate search resulted from the member/participating agency's failure to generate adequate search terms.

- E. To the extent legal review is needed to respond to a public records request, said review will be provided by the City Attorney or other legal counsel for the member/participating agency responsible for processing the public records request. When a public records request is for records prepared, owned, used or retained by BCES exclusive of communications records, the City Attorney for the Administrative Jurisdiction will provide the review. The Parties acknowledge that the Administrative Jurisdiction has ultimate authority to release, redact or withhold records consistent with the Washington State Public Records Act when the request is for records exclusive of communications records.

7. DURATION OF AGREEMENT; TERMINATION

This Agreement shall become effective only upon execution by all Parties and filing in compliance with RCW 39.34.040. Upon the effective date, this Agreement shall replace all prior oral agreements, contracts, interlocals and amendments thereto, including those agreements that have been recorded with the Benton County Auditor, and shall specifically, but without limitation, supersede the Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on October 1, 1996, the Interlocal Agreement for Benton County Emergency Services Interlocal Cooperation Agreement effective September 1, 2006, Amendment 1 thereto dated May 11, 2009, the 2012 BCES Interlocal Agreement recorded with the Benton County Auditor on January 23, 2012, the Second Amended and Restated Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor on July 2, 2018, Amendment No. 1 thereto recorded on August 27, 2020, and the Third Amended and Restated Interlocal Agreement for Benton County Emergency Services recorded with the Benton County Auditor and Franklin County Auditor on April 4, 2024. The initial term of this Agreement shall be ten (10) years, after which this Agreement shall automatically extend for successive five (5) year terms unless one or more Parties objects to extending the Agreement no later than six (6) months prior to expiration. Objections to extension of this Agreement shall be submitted in writing to the

Executive Board.

8. AMENDMENTS

Amendments to this Agreement shall only be made upon an affirmative vote of all eleven (11) member agencies voting in favor of amendment. This section shall not affect how the Board operates and conducts its business.

9. WITHDRAWALS

Any Party may withdraw from this Agreement upon providing six (6) months' advanced written notice to the Executive Board. A withdrawing 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 Washington State law regarding its obligations to provide emergency management and dispatch services. Upon the act of withdrawing from this Agreement, the withdrawing Party shall be deemed to have forfeited and released all ownership interest it may have in any property, equipment or monies it may have or otherwise been eligible to receive under this Agreement.

10. ALLOCATION OF LIABILITY; INDEMNIFICATION

A. Each party shall be solely responsible for its own wrongful or negligent conduct. Each party promises to indemnify and hold harmless and release all other Parties from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the Parties or other at-fault persons or entities in accordance with the laws of the state of Washington. Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit the ability of a Party to exercise any right, defense, or remedy which a Party may have with respect to third parties or the employee(s) whose action or inaction gave rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.
3. Cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her agency employer, should that employer voluntarily elect to make said payment. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

11. SEVERABILITY

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, to the extent possible and practicable, the remaining parts of the Agreement shall remain in effect and be binding upon all Parties hereto.

12. NO SEPARATE LEGAL ENTITY

No separate legal entity is created upon execution of this Interlocal Agreement.

13. GOVERNING LAW; VENUE

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Yakima County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

14. WAIVER

No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

15. NO THIRD-PARTY RIGHTS


Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates identified next to their signatures below.

BENTON COUNTY, WASHINGTON

FRANKLIN COUNTY, WASHINGTON


DocuSigned by:

7ED07603283E486... 2/25/2025
By: Jerome Delvin Date
Chairman, Benton County Commission

By: Rocky Mullen Date
Chairman, Franklin County Commission

DocuSigned by:

D6C6F57E34874E4... 2/25/2025
By: Michael Alvarez Date
Benton County Commissioner

By: Steve Bauman Date
Franklin County Commissioner

DocuSigned by:

135987D784E74CF... 2/25/2025
By: William McKay Date
Benton County Commissioner

By: Clint Didier Date
Franklin County Commissioner

Attest:

Attest:


DocuSigned by:

34825A975E034CE...
Clerk of the Board

Clerk of the Board

Approved as to Form:

Approved as to Form:


By: Jeffrey Aultman
Chief Deputy Prosecuting Attorney, Civil

By: Jeff Briggs
Franklin County Chief Civil Deputy
Prosecutor

[Signatures Continue Below]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates identified next to their signatures below.

BENTON COUNTY, WASHINGTON

By: Jerome Delvin Date
Chairman, Benton County Commission

By: Michael Alvarez Date
Benton County Commissioner

By: William McKay Date
Benton County Commissioner

Attest:

Clerk of the Board

Approved as to Form:

By: Jeffrey Aultman
Chief Deputy Prosecuting Attorney, Civil

FRANKLIN COUNTY, WASHINGTON

By: Rocky Mullen Date
Chairman, Franklin County Commission

By: Steve Bauman Date
Franklin County Commissioner

By: Clint Didier Date
Franklin County Commissioner

Attest:

Clerk of the Board

Approved as to Form:

By: Jeff Briggs
Franklin County Chief Civil Deputy
Prosecutor

[Signatures Continue Below]

CITY OF PASCO

David Zabell June 4, 2025
By: Dave Zabell Date
Interim Pasco City Manager

Attest:

Debby C. Barham
Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson
Eric Ferguson, Pasco City Attorney

CITY OF RICHLAND

Jon Amundson June 4, 2025
By: Jon Amundson, ICMA-CM Date
Richland City Manager

Attest:

Jennifer Rogers
Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley
Heather Kintzley, Richland City Attorney

CITY OF KENNEWICK

Erin Erdman June 5, 2025
By: Erin Erdman Date
Kennewick City Manager

Attest:

Krystal Johnston
Krystal Johnston, City Clerk

Approved as to Form:

Laurencio Sanguino
Laurencio Sanguino
Kennewick City Attorney

CITY OF WEST RICHLAND

Brent Gerry
By: Brent Gerry Date
Mayor

Attest:

Stephanie Haug
Stephanie Haug, City Clerk

Approved as to Form:

Jessica Foltz
Jessica Foltz
West Richland City Attorney

[Signatures Continue Below]


CITY OF PROSSER


By: Gary Vegar
Mayor
2/11/25
Date

Attest:


Rachel Shaw, City Clerk

Approved as to Form:


Howard Saxton, Prosser City Attorney


CITY OF BENTON CITY


By: Len Burton
Mayor
June 6, 2025
Date

Attest:


Carla Meyer, City Clerk

Approved as to Form:


Eric Ferguson, City Attorney for Benton City

BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, AND 4

By: _____, Commission Chair
BCFPD #1

Date: _____

Attest: _____

By: _____, Commission Chair
BCFPD #2

Date: _____

Attest: _____

By: _____, Commission Chair
BCFPD #4

Date: _____

Attest: _____

CITY OF PROSSER

By: Gary Vegar _____ Date _____
Mayor

Attest: _____

Rachel Shaw, City Clerk

Approved as to Form: _____

Howard Saxton, Prosser City Attorney

CITY OF BENTON CITY

By: Len Burton _____ Date _____
Mayor

Attest: _____

Carla Meyer, City Clerk

Approved as to Form: _____

Eric Ferguson, City Attorney for Benton City

BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, AND 4

Signed by: 

By: _____, Commission Chair
BCFPD #1

Date: 3/19/2025 _____

Attest: _____

By: _____, Commission Chair
BCFPD #2

Date: _____

Attest: _____

By: _____, Commission Chair
BCFPD #4

Date: _____

Attest: _____

CITY OF PROSSER

By: Gary Vegar _____ Date _____
Mayor

Attest: _____

Rachel Shaw, City Clerk

Approved as to Form: _____

Howard Saxton, Prosser City Attorney

CITY OF BENTON CITY

By: Len Burton _____ Date _____
Mayor

Attest: _____

Carla Meyer, City Clerk

Approved as to Form: _____

Eric Ferguson, City Attorney for Benton City


BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, AND 4

By: _____, Commission Chair
BCFPD #1

Date: _____


By: Barry Orth _____ Commission Chair
BCFPD #2

Date: 05/28/25


By: Garrett Goodwin _____ Commission Chair
BCFPD #4

Date: 3/6/2025

Attest: _____

Attest: 

Attest: 

RESOLUTION 2025-118

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES

WHEREAS, Benton County Emergency Services (BCES) is a local organization, formed under the Interlocal Cooperation Act to provide public safety communication and dispatching services in Benton and Franklin Counties; and

WHEREAS, each of the member organizations contributes funding to provide for operation and maintenance of facilities needed to complete the mission of BCES; and

WHEREAS, contributions of the members, so far, had not contemplated large scale capital projects to upgrade or replace antiquated infrastructure; and

WHEREAS, the 800 Mhz radio system, which provides emergency communications within all of Benton County and portions of Franklin County is in a state of failure; and

WHEREAS, failure of the system would result in regional public safety communications blackouts; and

WHEREAS, the BCES member organizations desire to replace the aging components of the 800 Mhz radio system before such a failure occurs; and

WHEREAS, in order to provide the necessary funding changes to the current interlocal agreement governing BCES are necessary; and

WHEREAS, the Fourth Amended and Restated Interlocal Agreement provides that each of the five largest BCES agencies will provide one-fifth of the funding to replace the 800 Mhz system and has other updates to reflect the current operational status of BCES; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners approves the Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby authorizes the use of Public Safety Sales Tax funds and/or Capital Improvement funds to pay Benton County's proportional share of the project costs.

Dated this 25th day of February, 2025.

Attest:

DocuSigned by:

Amanda Pearson

34825A975E034CE...

Clerk of the Board

DocuSigned by:

Jerome Delvin

7ED07603283E486...

Chair

DocuSigned by:

Michael Alvarez

D6C6F57E34874E4...

Chair Pro-Tem

DocuSigned by:

Will McKay

135987D784E74CF...

Commissioner

Constituting the Board of
County Commissioners of Benton
County, Washington

2025-064

FRANKLIN COUNTY RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS

FRANKLIN COUNTY, WASHINGTON

***APPROVING FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR
BENTON COUNTY EMERGENCY SERVICES***

WHEREAS, authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with each other based on mutual advantage, and to collectively exercise the rights and powers they hold individually through the execution of an interlocal cooperative agreement; and

WHEREAS, Benton County Emergency Services, an organization comprised of local municipal governments, has provided emergency communication and dispatching services for its member agencies for through its Southeast Communications Center; and

WHEREAS, in 2017 Franklin County signed an interlocal agreement with and became a member of Benton County Emergency Services for the purpose of obtaining emergency dispatch services; and

WHEREAS, the City of Richland, as the administrative body of the Benton County Emergency Services, has proposed changes to the current interlocal agreement; and

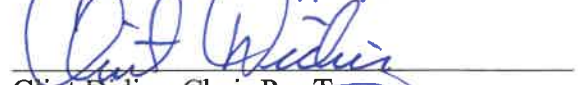
WHEREAS, the proposed Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services, attached hereto as Exhibit A, reflects necessary and appropriate changes related to ownership of the new and expanded Benton-Franklin 800MHz system, along with changes related to processing public records requests.

NOW THEREFORE, BE IT RESOLVED the Board of Franklin County Commissioners hereby approves the Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services, attached hereto.

APPROVED this 12 day of February, 2025

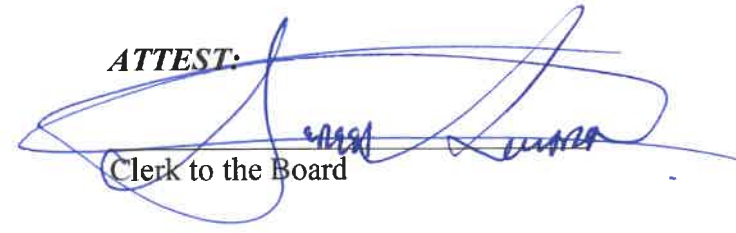
**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**


Rocky Mullen, Chair Pro Tem


Clint Didier, Chair Pro Tem


Stephen Bauman, Member

ATTEST:


Clerk to the Board

RESOLUTION NO. 4581

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES.

WHEREAS, RCW 39.34, INTERLOCAL COOPERATION ACT, authorizes political subdivisions to jointly exercise their powers, privileges, or authorities with other political subdivisions of this State through the execution of an interlocal cooperative or interagency agreement; and

WHEREAS, RCW 38.52.070 authorizes and directs each county, city and town within 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 counties, cities and towns to join in the establishment and operation of a local organization for emergency management; and

WHEREAS, in 2017, Franklin County and the City of Pasco transitioned their dispatch services to Benton County Emergency Services (BCES) and became member agencies of BCES (the “New Partners”); and

WHEREAS, BCES has established a digital 800MHz radio system that provides and will continue to provide viable public safety communications for many years into the future; and

WHEREAS, Franklin County and public safety agencies within that County have historically operated under a separate microwave system exclusively located in Franklin County; and

WHEREAS, the cities of Kennewick, Richland and Pasco, and the counties of Benton and Franklin desired to acquire a bi-county microwave system equally owned and funded by the five (5) member agencies; and

WHEREAS, the cities of Kennewick, Richland and Pasco, and the counties of Benton and Franklin entered into a finance agreement in December 2024 to split the cost of the 800MHz Radio Project; and

WHEREAS, on December 12, 2024, the BCES Executive Board, voted to recommend approval of the Fourth Amended and Restated Interlocal Agreement to the respective member agencies’ legislative authorities; and

WHEREAS, the City Council of the City of Pasco, Washington, has after due consideration, determined that it is in the best interest of the City of Pasco to enter into the Fourth Amended and Restated Interlocal Agreement for Emergency Services with BCES along with Franklin County, Benton County and the City of Kennewick, Richland, West Richland, Prosser,

Benton City and Benton County Fire Protection District Nos. 1, 2 and 4, all of which are Washington special purpose districts.

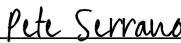
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON:

That the City Council of the City of Pasco approves the terms and conditions of the Fourth Amended & Restated Interlocal Agreement for Benton County Emergency Services and the City of Pasco; a copy of which is attached hereto and incorporated herein by reference as **Exhibit A**.


Be It Further Resolved, that the Interim City Manager of the City of Pasco, Washington, is hereby authorized, empowered, and directed to sign and execute said Agreement on behalf of the City of Pasco.

Be It Further Resolved, that this Resolution shall take effect immediately.


PASSED by the City Council of the City of Pasco, Washington, on this 17th day of March, 2025.

Signed by:

Pete Serrano
Mayor

ATTEST:

DocuSigned by:

Debra Barham, MMC
City Clerk

APPROVED AS TO FORM:

Signed by:

Keri Ferguson Law, PLLC
City Attorneys

RESOLUTION NO. 2025-08

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FOURTH AMENDED AND RESTATED
INTERLOCAL AGREEMENT FOR BENTON COUNTY
EMERGENCY SERVICES.**

WHEREAS, Benton County Emergency Services (BCES) is a local organization created in 1996 pursuant to the Interlocal Cooperation Act (Ch. 39.34 RCW) and RCW 38.52.070 related to Emergency Management; and

WHEREAS, the current members of BCES have agreed that the City of Richland, as the Administrative Jurisdiction, shall continue to serve as the legal entity responsible for employing staff and providing necessary support services for BCES operations; and

WHEREAS, through establishment of the Southeast Communications Center (“SECOMM”), BCES provides communication and dispatching for public safety and emergencies for jurisdictions located in incorporated and unincorporated Benton and Franklin Counties, and for any agencies subscribing to BCES for such services; and

WHEREAS, regional public safety communications equipment is in dire need of replacement and upgrade, and changes are required to the existing regional public records process specific to BCES records requests; and

WHEREAS, the ownership allocation of new public safety radio equipment, specifically the 800MHz Radio Project, is of regional concern, and the terms and conditions of the replacement system’s acquisition and ownership are addressed in the Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services; and

WHEREAS, the cities of Richland, Pasco, and Kennewick, and the counties of Benton and Franklin entered into a finance agreement in December 2024 to split the cost of the 800MHz Radio Project; and

WHEREAS, on December 12, 2024, the BCES Executive Board, comprised of representatives from each member agency, voted to recommend approval of the Fourth Amended and Restated Interlocal Agreement to the respective member agencies’ legislative authorities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Fourth Amended and Restated Interlocal Agreement for Benton County Emergency Services.

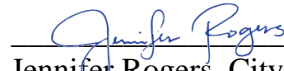
BE IT FURTHER RESOLVED that this Resolution shall take effect immediately.

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 21st day of January, 2025.


Theresa Richardson, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

**CITY OF WEST RICHLAND
RESOLUTION NO. 17-25**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, WASHINGTON,
AUTHORIZING THE UPDATED FOURTH AMENDED AND RESTATED
BENTON COUNTY EMERGENCY SERVICES INTERLOCAL AGREEMENT**

WHEREAS, Benton County Emergency Services (BCES) was created in 1996 pursuant to an interlocal agreement; and

WHEREAS, in 2018, the Second Amended and Restated Interlocal Agreement was authorized through Resolution No. 19-18 establishing the current member agencies including Benton and Franklin Counties, Richland, Kennewick, Pasco, West Richland, Prosser, Benton City, Benton County Fire Protection District Nos. 1, 2, and 4, and Benton PUD through the establishment of the Southeast Communications Center (SECOMM).; and

WHEREAS, in 2024, the Third Amended and Restated Interlocal Agreement was authorized through Resolution No. 19-24 and addresses capital acquisition and ownership of the Microwave Radio Infrastructure project, with each of the 5 member agencies (Benton & Franklin Counties, Kennewick, Richland, and Pasco) owning 20 percent. Additionally, it removes Benton Public Utility District #1 (Benton PUD) as a member agency, at their request. Future capital projects, ownership, and acquisition will be respectively addressed in subsequent amendments to the agreement.; and

WHEREAS, the attached Fourth Amended and Restated agreement provides the funding and ownership allocation for acquisition and construction of an expanded 800MHz system and updates responsibilities for public records processing considering Contrerez v. City of Tacoma, which stands for the proposition that agencies who access and rely on dispatch records "produce, own, use and/or retain" those records for purposes of the Public Records Act, and have liability for failing to produce them when the records are otherwise responsive to a public records request. This updated PRA concept was discussed with the BCES Executive Board at a meeting over the summer. This change will result in member agencies coordinating directly with BCES to obtain communications records for production instead of all public records requests for dispatch records being handled by Richland/BCES. This change will also allow for lawful application of redaction bases found in RCW 42.56.240 and Ch.13.50 RCW because the records will be those of a criminal justice care agency/LEA.; and

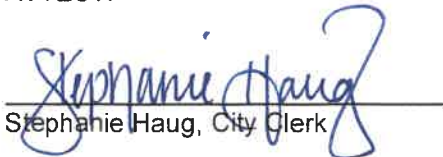
WHEREAS, the agreement that was approved at the February 4, 2025 has been slightly amended, requiring it to come back before the City Council for adoption.

NOW, THEREFORE, the City Council of the City of West Richland, Washington, hereby authorizes the Third Amended and Restated BCES Interlocal Agreement and authorizes the Mayor to execute said agreement.


PASSED by the City Council for the City of West Richland, Washington, this 18th day of February 2025.


Brent Gerry, Mayor

ATTEST:


Stephanie Haug, City Clerk

APPROVED AS TO FORM:


Jessica Foltz, City Attorney

**CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 25-1817**

A RESOLUTION APPROVING FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE CITIES OF KENNEWICK, RICHLAND, WEST RICHLAND, PROSSER AND BENTON CITY, AND PASCO ALL OF WHICH ARE WASHINGTON MUNICIPAL CORPORATIONS, BENTON COUNTY FIRE PROTECTION DISTRICT NOS. 1, 2, AND 4, WHICH ARE WASHINGTON SPECIAL PURPOSE DISTRICTS, ACTING COLLECTIVELY AS BENTON COUNTY EMERGENCY SERVICES ("BCES"), FRANKLIN COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON ("FRANKLIN COUNTY")

BE IT RESOLVED, by the City Council of the City of Prosser that the City of Prosser hereby enters into the agreement attached hereto and incorporated herein by reference; and


BE IT FURTHER RESOLVED, by the City Council of the City of Prosser that the Mayor of the City of Prosser is hereby authorized to sign all documents necessary and related to the execution of said contract.

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 11th day of February, 2025.



MAYOR GARY VEGAR

ATTEST:



RACHEL SHAW, DEPUTY CITY
ADMINISTRATOR/CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY



RESOLUTION NO. 2025-06

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY, WASHINGTON, TO SIGN THE FOURTH AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR BENTON COUNTY EMERGENCY SERVICES

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with each other based on mutual advantage, and to collectively exercise the rights and powers they hold individually through the execution of an Interlocal Cooperative Agreement; and

WHEREAS, RCW 38.52.070 authorizes and directs each county, city and town within 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 counties, cities and towns to join in the establishment and operation of a local organization for emergency management; and

WHEREAS, Benton County Emergency Services ("BCES") is such a local organization created in 1996 pursuant to the Interlocal referenced in Section 7, and the Parties to this Agreement wish to continue that organization under the terms of this Fourth Amended and Restated Interlocal Agreement; and

WHEREAS, in addition to emergency management services, Benton County Emergency Services, through establishment of the Southeast Communications Center, has also provided communication and dispatching for public safety and emergencies for some jurisdictions located in incorporated and unincorporated Benton County, and for any agencies contracting for such services; and

WHEREAS, the cities of Kennewick, Richland, West Richland, Prosser, Benton City, Benton County and Benton County Fire District Nos. 1, 2 and 4, and with limited participation by Benton County Public Utility District #1 ("Benton PUD") (collectively, the "Existing Partners") provided county-wide operation of emergency dispatch services under the terms of the First Amended and Restated Interlocal Agreement until 2017; and

WHEREAS, the Existing Parties have operated BCES pursuant to the Second Amended and Restated Interlocal Cooperation Agreement for Benton County Emergency Services recorded with the Benton County Auditor on July 2, 2018 ("2018 BCES Interlocal Agreement"); and

WHEREAS, on April 23, 2024, Benton PUD withdrew as a member agency through execution of the Third Amended and Restated Interlocal Agreement for Benton County Emergency Services ("2024 BCES Interlocal Agreement"); and

WHEREAS, the remaining BCES member agencies intend to continue the provision of bi-county dispatch services under this Fourth Amended and Restated Interlocal Agreement, with each Party participating to the extent identified herein; and

WHEREAS, BCES has established a digital 800 MHz radio system that provides and will continue to provide viable public safety communications for many years in the future; and

WHEREAS, Benton County, the cities of Kennewick and Richland provided, and Benton PUD have historically provided a single microwave system exclusively located in Benton County (hereinafter the "Former (pre-2024) Benton County Microwave System"; and

WHEREAS, the City of Benton City City Council finds a benefit to the City in entering into said Fourth Amended and Restated Interlocal Agreement for the purposes of emergency management services, communication and dispatching for public safety emergencies.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Fourth Amended and Restated Interlocal Agreement between Benton County; Franklin County; City of Kennewick; City of Richland; City of West Richland; City of Prosser; City of Benton City; and Benton County Fire Protection District Nos. 1, 2, and 4, a copy of which is attached hereto and incorporated herein by this reference as **Exhibit A**.

Be It Further Resolved that the Mayor of the City of Benton City, Washington, is further authorized to execute and submit such appropriate documents and take any all necessary steps required to complete this transaction.

Be It Resolved that this Resolution shall take effect and be in full force immediately upon passage by the City Council

ADOPTED this 18th day of March, 2025, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 18th day of March, 2025.

Resolution No. 2025-06 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 18th day of March 2025.



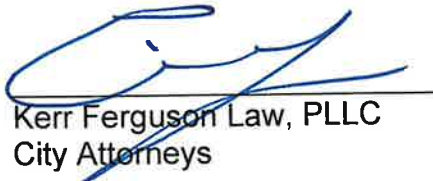
Len Burton, Mayor

Attest:



Carla Meyer
City Clerk/Treasurer

Approved as to Form:



Kerr Ferguson Law, PLLC
City Attorneys