

**BENTON COUNTY EMERGENCY SERVICES
ADMINISTRATIVE JURISDICTION OPERATING AGREEMENT**
With
CITY OF RICHLAND

This Agreement is made and entered into on this 29th day of December, 2022, by and between the **City of Richland**, a Washington municipal corporation (hereinafter "Richland") and **Benton County Emergency Services**, an interlocal administrative entity formed under Chapter 39.34 RCW (hereinafter "BCES"). City and BCES are referred to collectively as the "Parties."

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 is such a local organization created in 1996 pursuant to interlocal agreement by and between Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City ("1996 BCES Interlocal Agreement"); and

WHEREAS, in addition to emergency management services, Benton County Emergency Services, through establishment of the Southeast Communications Center, also provides communication and dispatching for public safety and emergencies; and

WHEREAS, the 1996 Interlocal Agreement was updated on September 1, 2006 to add Benton County Fire Protection District Nos. 1, 2 and 4 as members to BCES; and

WHEREAS, on January 23, 2012, the Parties executed an Amended and Restated Interlocal Agreement for Benton County Emergency Services ("2012 BCES Interlocal Agreement"); and

WHEREAS, in June 2018, the Parties executed an Amended and Restated Interlocal Agreement for Benton County Emergency Services to add City of Pasco and Franklin County as member agencies ("2018 Interlocal Agreement"); and

WHEREAS, Section 3(A)(1) of the 2018 BCES Interlocal Agreement provides that an Administrative Jurisdiction shall be designated by the BCES Board until or unless removed by the BCES Executive Board or the Administrative Jurisdiction withdrawals from such service with notice; and

WHEREAS, the City of Richland was appointed as BCES's Administrative Jurisdiction effective January 1, 1997 under the 1996 BCES Interlocal Agreement, and has consistently served BCES as its Administrative Jurisdiction by being solely and completely responsible for operation of BCES since that date; and

WHEREAS, Richland desires to continue as BCES's Administrative Jurisdiction, and the BCES Executive Board finds it to be in BCES's best interest for Richland to continue to serve in this capacity; and

WHEREAS, an Administrative Jurisdiction Operating Agreement is necessary 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 2018 BCES Interlocal, and in consideration of the mutual covenants contained herein, BCES and Richland hereby agree as follows:

II. Agreement

1. Scope of Services. Richland shall provide the following as the Administrative Jurisdiction of BCES:
 - a. Within the constraints of the budget approved by the BCES Executive Board and funded by the member jurisdictions, Richland shall staff, equip, operate, and maintain facilities and accessories necessary to provide services to BCES. The BCES Director, reporting to the Richland City Manager or designee, shall be responsible for directing BCES services.
 - b. Richland will serve as the fiscal agent for BCES.
 - c. Richland will represent BCES in its routine dealings with local, county, and state agencies.
 - d. Services provided to BCES shall be in conformance with a Policy Manual approved by the BCES Executive Board.
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 BCES.

3. Insurance. Richland shall at all times carry liability coverage in the minimum amount of \$2,000,000 covering all activities of its personnel related to the performance of this Agreement. A letter evidencing coverage shall be provided upon request by any member agency.
4. Maintenance of Funds. Richland shall establish and maintain separate funds on behalf of BCES as determined by the 2018 Interlocal Agreement, as amended. Richland shall coordinate with the Benton County Treasurer's office to see that all applicable taxes and/or assessments, such as 9-1-1 telephone excise taxes and other interlocal revenues, are deposited with Richland into the appropriate BCES fund.
5. Billings for Expenses. Richland shall bill the BCES client agencies as specified in the adopted budget, and shall deposit payments into the appropriate accounts. Agency payments will normally be billed monthly in twelve (12) equal installments. In the event of unanticipated expenditures occurring in any month, an amount exceeding 1/12th of the relevant operating budget 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.
6. Administrative Fee. Richland shall be paid an administrative fee of seven percent (7%) 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.
7. Conflicts. In the event of a conflict between any of the terms of this Agreement and the current BCES interlocal agreement, the current BCES interlocal agreement shall control.
8. Modification. This Agreement may be modified only in writing executed by the duly-authorized representative of each Party.
9. Governing Law. This Agreement shall be governed by, and interpreted under, the laws of the State of Washington.
10. Term of Agreement. The term of this Agreement shall commence on the date first written above and expire at midnight on December 31, 2027; provided, however, that this Agreement shall terminate sooner and simultaneously with the conclusion of services if BCES or Richland decide that Richland is no longer to serve as the Administrative Jurisdiction for BCES as provided in the 2018 BCES Interlocal or any subsequent interlocal agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**BENTON COUNTY
EMERGENCY SERVICES**

CITY OF RICHLAND

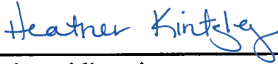


Jon Amundson, ICMA-CM
Chair, BCES Executive Board



Michael Alvarez
Mayor

Approved as to form:



Heather Kintzley
Richland City Attorney
Counsel for BCES

RESOLUTION NO. 2022-149

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN ADMINISTRATIVE JURISDICTION
OPERATING AGREEMENT WITH BENTON COUNTY
EMERGENCY SERVICES FOR CALENDAR YEARS 2023-2027.**

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 is such a local organization created in 1996 pursuant to interlocal agreement by and between Benton County and the cities of Kennewick, Richland, West Richland, Prosser, and Benton City (“1996 BCES Interlocal Agreement”); and

WHEREAS, in addition to emergency management services, Benton County Emergency Services, through establishment of the Southeast Communications Center, also provides communication and dispatching for public safety and emergencies; and

WHEREAS, the 1996 Interlocal Agreement was updated on September 1, 2006 to add Benton County Fire Protection District Nos. 1, 2 and 4 as members to BCES; and

WHEREAS, on January 23, 2012, the Parties executed an Amended and Restated Interlocal Agreement for Benton County Emergency Services (“2012 BCES Interlocal Agreement”); and

WHEREAS, in June 2018, the Parties executed an Amended and Restated Interlocal Agreement for Benton County Emergency Services to add City of Pasco and Franklin County as member agencies (“2018 Interlocal Agreement”); and

WHEREAS, Section 3(A)(1) of the 2018 BCES Interlocal Agreement provides that an Administrative Jurisdiction shall be designated by the BCES Executive Board and shall serve until or unless removed by the BCES Executive Board or the Administrative Jurisdiction withdraws from such service with notice; and

WHEREAS, the City of Richland was appointed as BCES’s Administrative Jurisdiction effective January 1, 1997 under the 1996 BCES Interlocal Agreement, and has consistently served BCES as its Administrative Jurisdiction by being solely and completely responsible for operation of BCES since that date; and

WHEREAS, Richland desires to continue as BCES's Administrative Jurisdiction, and the BCES Executive Board finds it to be in BCES's best interest for Richland to continue to serve in this capacity; and

WHEREAS, an Administrative Jurisdiction Operating Agreement is necessary to specify the terms and conditions under which Richland will provide various services and charge fees.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that Mayor Alvarez is authorized to sign an Administrative Jurisdiction Operating Agreement with BCES to continue Richland's service as the Administrative Jurisdiction for calendar years 2023-2027.

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

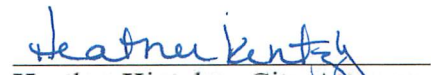
ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of December, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney