

FRANKLIN COUNTY RECORDING  
COVER SHEET

AFN # 1798433 AGREE  
04/10/2013 02:19 PM  
9 Page(s) \$40.00  
Matt Beaton, Auditor  
Franklin Co.. WA

**NAME AND RETURN ADDRESS:**  
Franklin County Commissioners  
1016 North 4th  
Pasco WA 99301

FORM COMPLETED BY: Mary Withers PHONE # 509-546-5856  
PLEASE PRINT OR TYPE INFORMATION:

**DOCUMENT TITLE(S)** (or transaction contained therein)  
1. Interlocal Agreement (MATRICS)  
2.  
3.

**GRANTOR(S)** (Last name, first name, middle name/initials):- PARTIES  
1. Benton County  
2. Franklin County  
3. City of Kennewick  
4. City of Pasco City of Richland  
 Additional names on page \_\_\_\_\_ of document

**GRANTEE(S)** (Last name, first name, middle name/initials):  
1.  
2.  
3.  
4.  
 Additional names on page \_\_\_\_\_ of document

**LEGAL DESCRIPTION** (Abbreviated: ie. lot, block, plat or section, township, range)  
N/A  
 Additional legal is on page \_\_\_\_\_ of document

**AUDITOR'S REFERENCE NUMBER(S)**

**ASSESSOR'S PROPERTY TAX PARCEL NUMBER**  
N/A  
 Additional parcel numbers on page \_\_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information

**EMERGENCY NONSTANDARD REQUEST**

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature Date



## INTERLOCAL AGREEMENT

## (MATRICS)

This agreement is entered into by and between Benton County and Franklin County, each being political subdivisions of the State of Washington, and the cities of Kennewick, Pasco and Richland, each being municipal corporations of the State of Washington, all hereinafter referred to as "Jurisdictions," for the purpose of working toward a regionalization of the emergency communications system (ECS) within Benton and Franklin Counties, on this 10 day of April, 2013.

**WHEREAS**, the Emergency Communication Systems in Benton and Franklin Counties were recently studied by a consultant (E-Gov) and the E-Gov report recommends regionalization of the two existing systems under a single form of governance and operation, citing improved emergency response to citizens, improved safety and effectiveness for emergency responders, and reduced overall public costs for taxpayers; and

**WHEREAS**, Benton and Franklin Counties, on behalf of all citizens of the two counties, desire to realize the benefits of regionalization and have obtained a \$100,000 grant from the state of Washington to employ professional and experienced assistance to design an appropriate implementation plan to regionalize the emergency communication system within the two counties; and

**WHEREAS**, Benton County, Franklin County, and the cities of Kennewick, Pasco and Richland collectively represent 90% of the emergency communication system use, and its financial support, and will require direct involvement in the design and implementation of a plan to ensure reduced overall public costs for taxpayers as well as the most effective transition for citizens and responders alike; and

**WHEREAS**, the Interlocal Cooperation Act, RCW Chapter 39.34, authorizes municipal corporations to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual benefit through the execution of interlocal cooperation agreements; **NOW THEREFORE**

**Section 1. Purpose.** The purpose of this joint effort is to use qualified contract personnel to assist in the design of a plan of a regionalized emergency communication (E-911) system throughout Benton and Franklin Counties, consisting of a single governance and operational structure, as generally outlined but not strictly constrained by the recommendations in the E-Gov study at the soonest time practicable.

**Section 2. Steering Committee.** To provide direction in the design of the plan, there shall be a Steering Committee consisting of one representative from each of the jurisdictions participating in this agreement. Such representation shall be fulfilled by the Chief Administrative Officer or equivalent designated in writing by the respective jurisdiction. Jurisdictional cooperation and good faith are essential to creating an effective, broadly supported regional emergency communication system. Therefore, reasonable effort will be made to ensure



the concerns of individual jurisdictions are fully addressed. Accordingly, the Steering Committee will endeavor to make its decisions by consensus; provided, however, where consensus is not achievable, the decision shall be made by supermajority (four) of the full membership of the Steering Committee.

**Section 3. Advisory Committee.** There shall exist an Advisory Committee of the following composition: the Police Chief from each participating city; the Fire Chief from each participating city; the Sheriff from each participating county; and one additional representative nominated by the fire districts within and appointed by each participating county. The Advisory Committee shall advise the Steering Committee on all matters referred to the Advisory Committee, including the design, cost allocations, technical considerations and resources required to implement the plan.

**Section 4. State Grant.** The cost of contract personnel to design and facilitate a plan of the regionalization shall be allocated to the \$100,000 grant from Washington State (copy attached). All expenditures shall require prior authorization by the Steering Committee. If any monies are unspent from the planning process, then those unspent monies shall be used to implement the plan of regionalization of the ECS.

**Section 5. Administrative Support.** Administration of the state grant and all contracts necessary to fulfill the purpose of this agreement and approved by the Steering Committee will be administered by Franklin County. As resources allow, the City of Richland will provide administrative support to the Steering and Advisory committees, so as to ensure timely meetings, appropriate meeting space, and associated clerical and record services.

**Section 6. Objectives/Criteria.**

- A. The Steering Committee shall endeavor to accomplish a regionalization plan of the current E-911 system by September 30, 2013. In particular the following plan milestones are hereby prescribed:
- a. Cost-benefit analysis, including value of existing system infrastructure, by July 2013.
  - b. Interlocal agreement for regional communication system, by July 2013.
  - c. Once the regionalization agreement is ratified by the Jurisdictions the following objectives will be completed as close to the respective timeline as is practicable:
    1. Bi-County PSAP (Public Safety Answering Point) operational by December 2013.
    2. Complete migration to a regional system by December 31, 2014
- B. In designing the interlocal agreement for regionalization of the emergency communication system and the implementation plan, the committees shall utilize existing work products and give full consideration to the following criteria:
- a. Operational effectiveness
  - b. Cost effectiveness
  - c. Sustainability and reliability of communication systems

**Section 7. Indemnification.** Each Party shall defend, indemnify and hold the other Parties, their officers, officials, employees and volunteers harmless from any and all claims,



injuries, damages, losses or suits, including attorney fees, resulting from or arising out of negligent acts or omissions relating to or in connection with the performance of this Agreement.

**Section 8. Actions Contesting Agreement.** Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of any party to undertake the activities contemplated by this Agreement. If all parties to this Agreement are not named as parties to the action, the party named shall give the other parties prompt notice of the action and provide the others an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against all member jurisdictions jointly shall be shared equally.

**Section 9. Notice.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Benton County:  
Board of Commissioners  
Benton County  
P.O. Box 190  
Prosser, WA 99352

To Franklin County:  
Board of Commissioners  
Franklin County  
1016 N. 4<sup>th</sup> Avenue  
Pasco, WA 99301

To Kennewick:  
City Manager  
City of Kennewick  
PO Box 6108  
Kennewick, WA 99336

To Pasco:  
City Manager  
City of Pasco  
525 North 3rd Avenue  
Pasco, WA 99301

To Richland:  
City Manager  
City of Richland  
P.O. Box 190  
Richland, WA 99352

**Section 10. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

**Section 11. Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

**Section 12. Dispute Resolution:** Should any dispute arise concerning the interpretation, enforcement, breach or default of this Agreement, the parties shall first meet in good faith and attempt to resolve or mediate the dispute. In the event it remains unresolved by mediation, the



dispute shall be resolved by final and binding arbitration pursuant to RCW 7.04A, the Mandatory Rules of Arbitration, but with no right of appeal. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties or, failing such agreement, the arbitrator shall be selected by the then presiding judge of the Franklin County Superior Court. Venue for such arbitration shall be placed in Franklin County, Washington, and the prevailing party shall be awarded its attorney fees and costs as additional judgment against the other.

**Section 13. Captions.** The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Section 14. Duration and Termination.** The terms of this Agreement shall be for a period of two (2) years. The Agreement shall take effect on April 1, 2013 or as soon thereafter as all of the following events have occurred:

- A. Approval of the Agreement by the official action of the governing bodies of each of the parties hereto.
- B. Execution of the Agreement by the duly authorized representative of each of the parties hereto.
- C. Filing a copy of this Agreement with the Franklin County Auditor.

Any party may elect to terminate this Agreement by written notice of such termination to all other parties delivered by regular mail to the contact person identified herein; provided, termination shall be effective no sooner than 30 days following receipt of written notice and shall not relieve the terminating party of any financial obligations incurred prior to the date of termination.

**Section 15. Interlocal Cooperation Act Provision.** It is not the intention of this Agreement that a separate legal entity be established to conduct the cooperative undertaking, nor is the acquisition, holding, or disposing of real or personal property anticipated. Each jurisdiction shall be responsible for the supervision, direction and control of its employee participating in the performance of this Agreement. In compliance with RCW 39.34.040, this Agreement shall be listed by subject on the website of one or more of the participating jurisdictions, or other electronically retrievable public source.

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




**COUNTY OF BENTON**

ATTEST:

  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
County Clerk to the Board

Approved As To Form:

  
\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Prosecuting Attorney, Deputy

  
\_\_\_\_\_  
County Commissioner

**COUNTY OF FRANKLIN**

ATTEST:

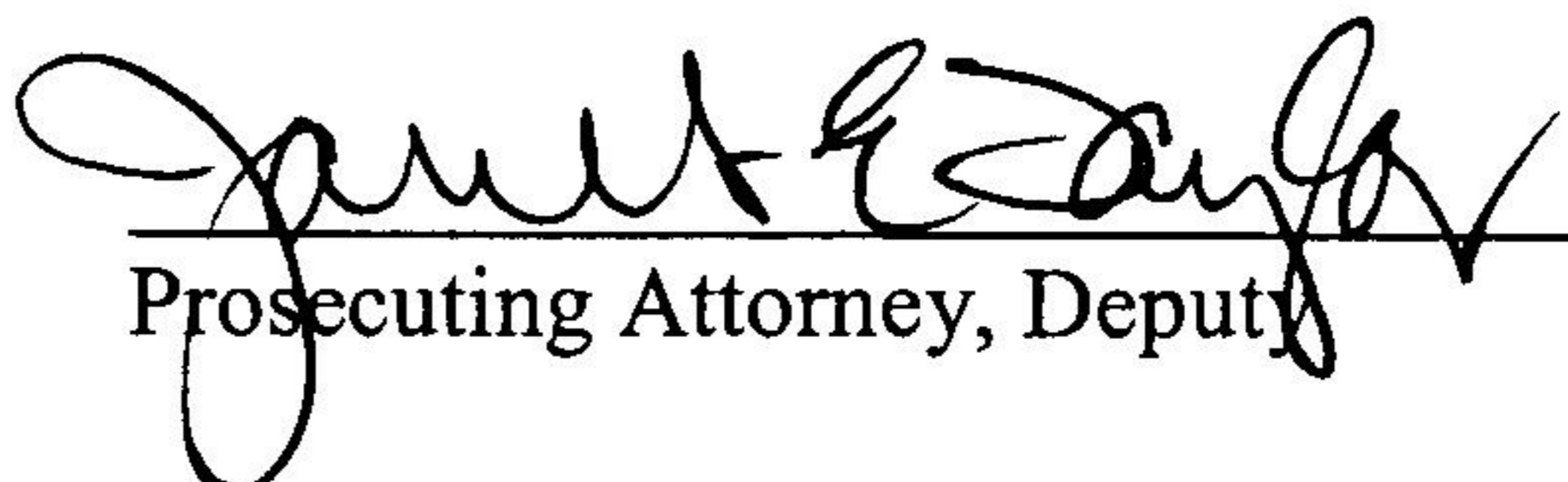
**2013 145**

  
\_\_\_\_\_  
County Commissioner

 4-10-2013  
\_\_\_\_\_  
County Clerk to the Board

Approved As To Form:

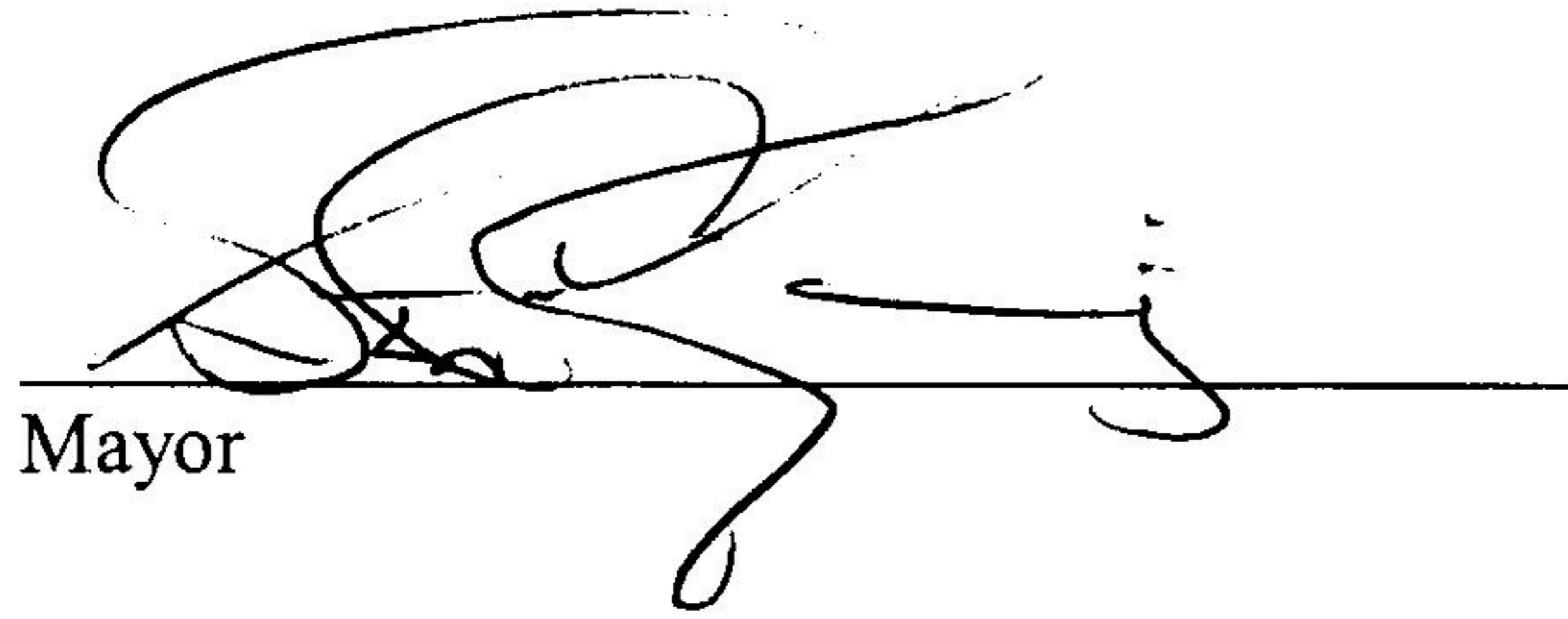
  
\_\_\_\_\_  
County Commissioner

  
\_\_\_\_\_  
Prosecuting Attorney, Deputy


  
\_\_\_\_\_  
County Commissioner



**CITY OF KENNEWICK**

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

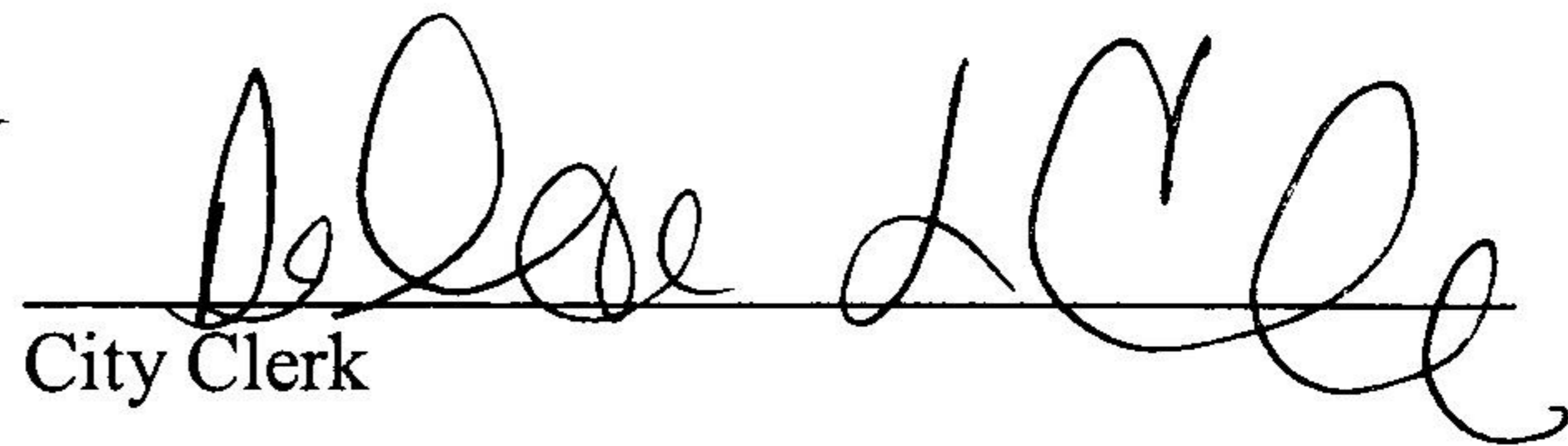
Approved As To Form:

  
\_\_\_\_\_  
City Attorney

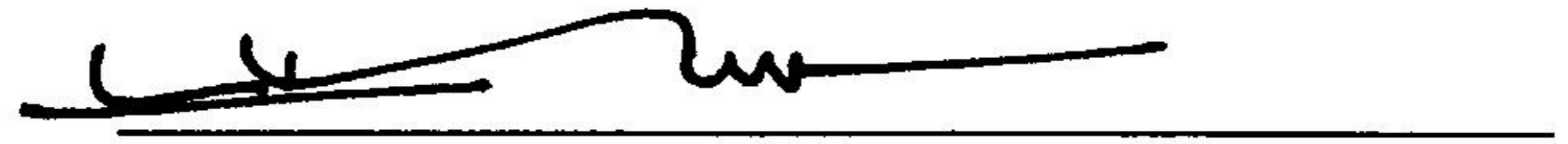
**CITY OF PASCO**

  
\_\_\_\_\_  
Mayor

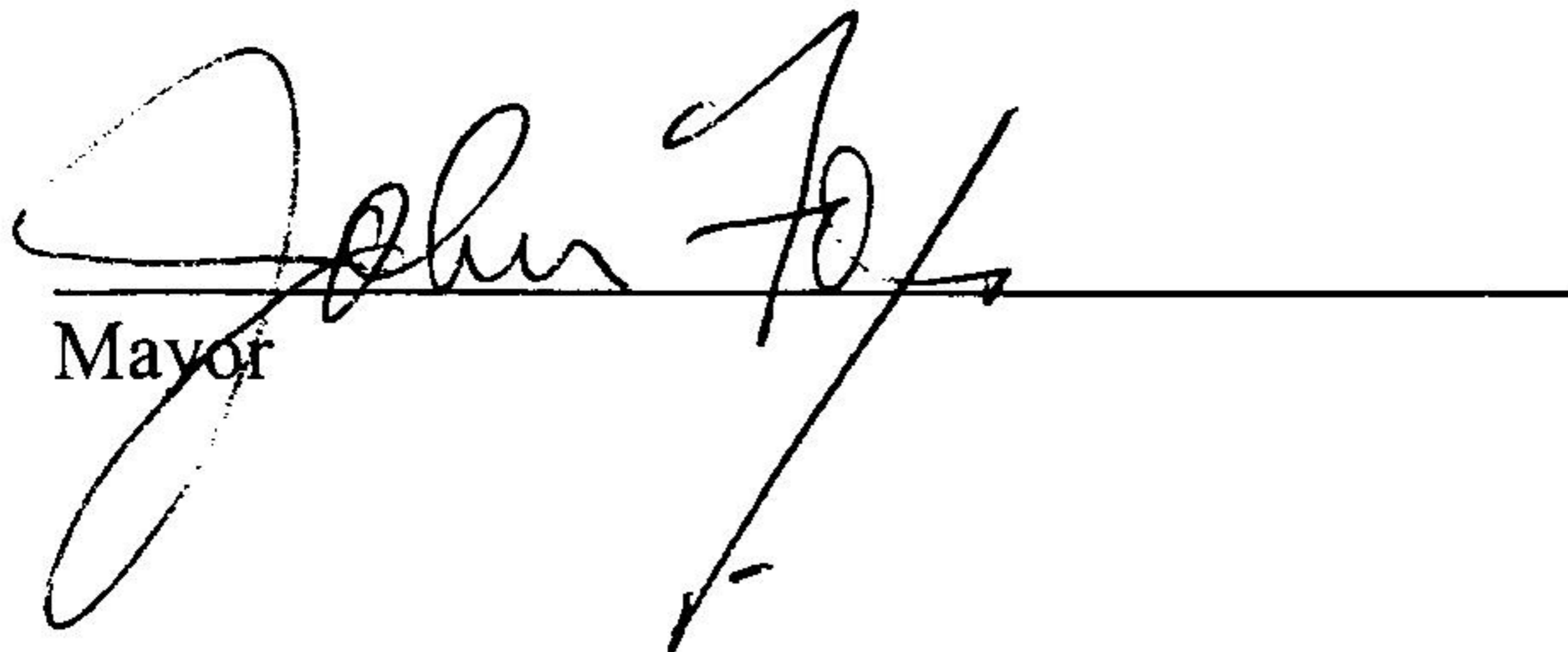
ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved As To Form:

  
\_\_\_\_\_  
City Attorney

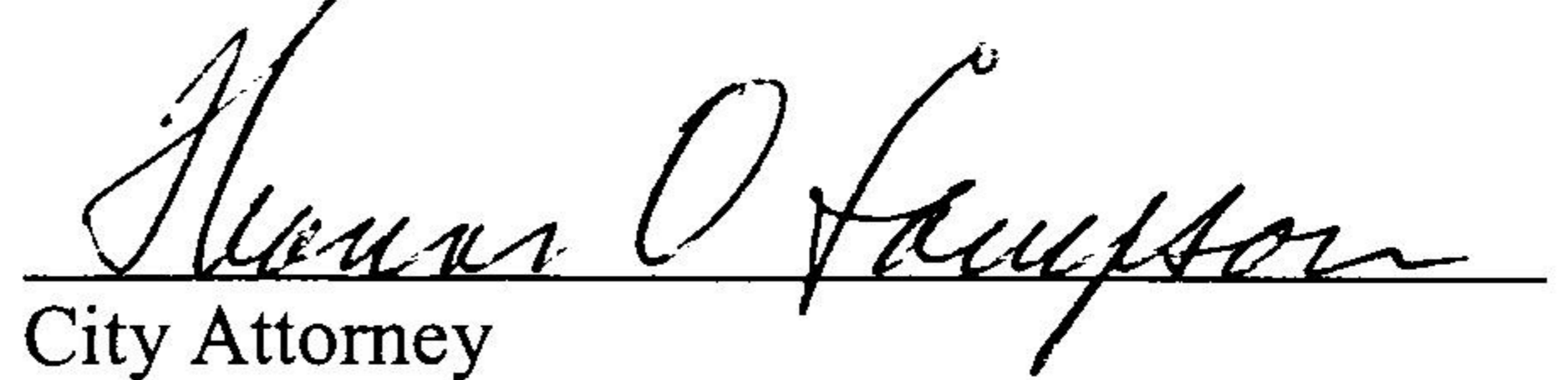
**CITY OF RICHLAND**

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Approved As To Form:

  
\_\_\_\_\_  
City Attorney



# RESOLUTION

# 2013 285

## BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF APPROVING AN INTERLOCAL AGREEMENT (MATRICS) BETWEEN BENTON AND FRANKLIN COUNTIES, AND THE CITIES OF KENNEWICK, PASCO, AND RICHLAND FOR THE PURPOSE OF WORKING TOWARDS A REGIONALIZATION OF EMERGENCY COMMUNICATION SYSTEMS**

**WHEREAS**, the Emergency Communication Systems in Benton and Franklin Counties were recently studied by a consultant (E-Gov) and the E-Gov report recommended the regionalization of the two existing systems under a single form of governance and operation, citing improved emergency response to citizens, improved safety and effectiveness for emergency responders, and reduced overall public costs for taxpayers; and

**WHEREAS**, Benton and Franklin Counties, on behalf of all citizens of the two counties, desire to realize the benefits of regionalization and have obtained a \$100,000 grant from the state of Washington to employ professional and experienced assistance designing an appropriate implementation plan to regionalize the emergency communication systems within the two counties; and


**WHEREAS**, Benton and Franklin Counties and the cities of Kennewick, Pasco and Richland collectively represent 90% of the emergency communication system use and its financial support, and will require direct involvement in the design and implementation of a plan to ensure reduced overall public costs for taxpayers as well as the most effective transition for citizens and responders alike; and

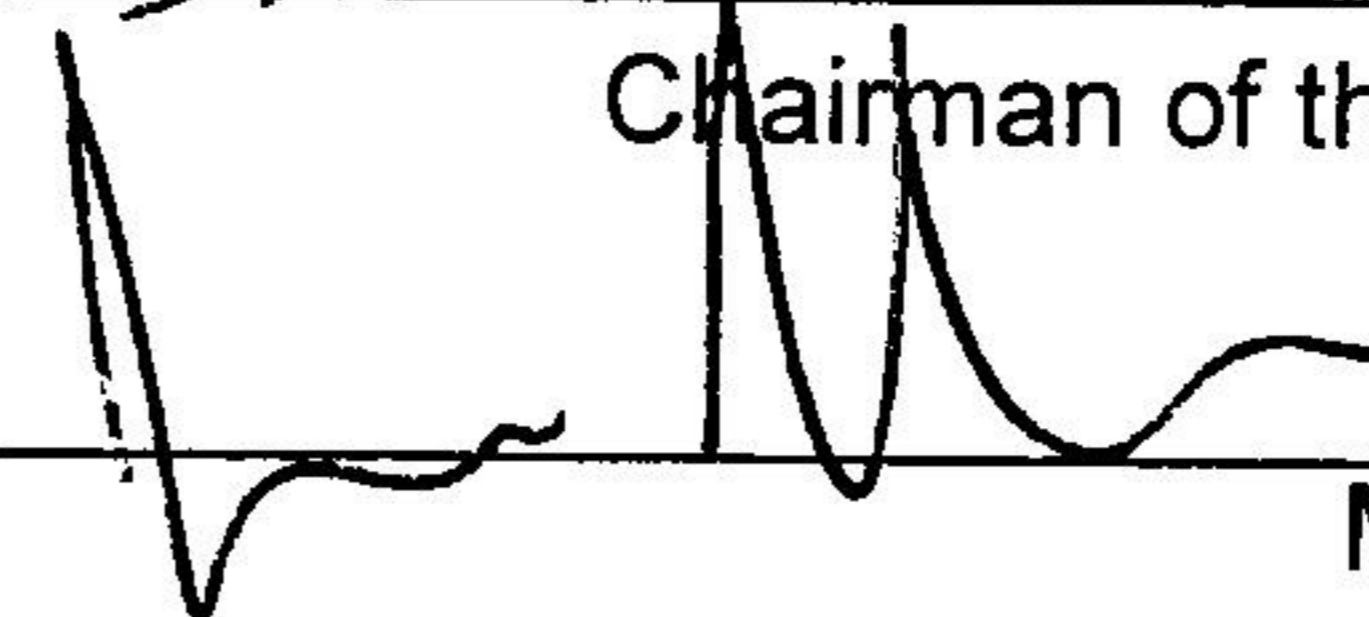
**WHEREAS**, the Interlocal Cooperation Act, RCW Chapter 39.34, authorizes municipal corporations to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual benefit through the execution of interlocal cooperation agreements; and


**WHEREAS**, the terms of this interlocal agreement shall be for a period of two years, starting April 1, 2013 or after the events in Section 14 have occurred; **NOW THEREFORE**


**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves signing the attached interlocal agreement (MATRICS).

Dated this 2 day of April, 2013

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Attest:   
\_\_\_\_\_  
Clerk of the Board



FRANKLIN COUNTY RESOLUTION NUMBER 2013 145

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING AN INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND FRANKLIN COUNTY, EACH BEING POLITICAL SUBDIVISIONS OF THE STATE OF WASHINGTON, AND THE CITIES OF KENNEWICK, PASCO AND RICHLAND, EACH BEING MUNICIPAL CORPORATIONS OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF WORKING TOWARD A REGIONALIZATION OF THE EMERGENCY COMMUNICATIONS SYSTEM (ECS) MULTI-AGENCY THREE RIVERS INFORMATION AND COMMUNICATION SERVICES (MATRICS)

WHEREAS, Benton County and Franklin County are each political subdivisions of the State of Washington, and the Cities of Kennewick, Pasco and Richland, are each municipal corporations of the State of Washington; and

WHEREAS, a grant from the State of Washington in the amount of \$100,000 has been obtained to design an appropriate implementation plan to regionalize the emergency communication system within the two Counties; and

WHEREAS, RCW Chapter 39.34, authorizes public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on the basis of mutual benefit through the execution of inter-local cooperation; and

WHEREAS, Benton County, Franklin County, and the cities of Kennewick, Pasco and Richland collectively represent 90% of the emergency communication system use, and its financial support, and will require direct involvement in the design and implementation of a plan to ensure reduced overall public costs for taxpayers as well as the most effective transition for citizens and responders alike; and

WHEREAS, the proposed Emergency Communications System (ECS) Interlocal Agreement, "Multi-Agency Three Rivers Information and Communication Services" (MATRICS), appears to fulfill the needs to provide an avenue to determine if the proposed plan is economically feasible and serves as a practical means to effectively implement such a combined service;


NOW, THEREFORE, BE IT RESOLVED, that the Board of Franklin County Commissioners hereby approves the enclosed Interlocal Agreement (MATRICS) for the purpose of working toward a regionalization of the ECS within Benton and Franklin Counties and the Cities of Kennewick, Pasco and Richland; and


BE IT FURTHER RESOLVED, that the Chairman of the Board of Franklin County Commissioners be, and hereby is, authorized to sign on behalf of Franklin County, the subject Interlocal Agreement (MATRICS) between the public agencies referenced herein.

Dated this ... 10 ... day of April, 2013

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chair Pro Tem

  
\_\_\_\_\_  
Member

Attest:

  
\_\_\_\_\_  
Clerk to the Board

Originals: Auditor, Benton County Commissioners  
copy: Kennewick, Pasco, Richland, Dispatch