



BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD MEETING MINUTES

March 21, 2024
2604 Bombing Range Rd, West Richland, WA.99353

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ADDITION TO THE AGENDA

THOSE PRESENT:

FINANCIAL REVIEW

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Public Comments
- Approval of the Agenda dated 3/21/2024
- Approval of Regular Meeting Minutes dated 3/7/2024
- Approval and pay:
- Expenditures

3/21/2024 Expenditures

522 Fire Control	\$329,137.10
<u>001 General Fund 6841</u>	<u>\$329,137.10</u>

522 Fire Control	\$0.00
<u>110 EMS Fund 6848</u>	<u>\$0.00</u>

EFTS

522 Fire Control	\$241,691.77
<u>001 General Fund 6841</u>	<u>\$241,691.77</u>

Grand Total \$570,828.87

RESOLUTIONS/MOTIONS Public comments are limited to three (3) minutes per speaker per topic. The board allows public comments orally or via written testimony prior to the meeting.

- BCES Interlocal Agreement Amendment

DISTRICT REPORTS

- Union Report
- Volunteer Report
- Logistics Report
- City Liaison Report
- Commissioner's Report
- Fire Chief's Report
- District Secretary's Report

OPEN FORUM DISCUSSION

IMPORTANT DATES

- April 13 – Firefighter Appreciation Banquet
- April 19 – Snure Seminar for Bid laws

CORRESPONDENCE

OPERATION PROGRAM UPDATES

UNFINISHED BUSINESS

NEW BUSINESS

AGENDA ITEMS FOR NEXT MEETING

EXECUTIVE SESSION

ADJOURNMENT:

Attested:



PAUL CARLYLE, FIRE CHIEF 3/21/24



MICHAEL VAN BEEK, COMMISSIONER 03/21/24



GARRETT GOODWIN, COMMISSIONER 03/21/24



FRED BRINK, COMMISSIONER 3/21/24



BENTON COUNTY FIRE PROTECTION DISTRICT NO. 4 REGULAR BOARD MEETING MINUTES

March 7, 2024
2604 Bombing Range Rd, West Richland, WA.99353

CALL MEETING TO ORDER

- Commissioner Goodwin called the meeting to order at 1700.

PLEDGE OF ALLEGIANCE

- Firefighter Knox led the pledge of allegiance.

ADDITION TO THE AGENDA

- Adding Firefighters Appreciation Banquet on April 13th to important dates.

THOSE PRESENT:

Commissioner Garrett Goodwin
Commissioner Fred Brink
Commissioner Michael Van Beek
Fire Chief Paul Carlyle
Captain Ray Newton
Captain Bonnie Rogers

Captain Bob Shannon
Paramedic Cody Winters
Paramedic Wyatt Orozco
Firefighter Kyle Hart
Firefighter Jacob Walton
Firefighter Coral Bears

FINANCIAL REVIEW

- Reviewed with no questions.

CONSENT AGENDA:

(All matters listed within the Consent Agenda have been distributed to each member of the Board of Commission for reading and study, are considered to be routine, and will be considered or enacted by one motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.)

- Public Comments
- Approval of the Agenda dated 3/7/2024
- Approval of Regular Meeting Minutes dated 02/15/2024
- Approval and pay:
- Expenditures

2/15/2024 Corrected Expenditures

522 Fire Control	\$215,187.39	
EFT	\$203,504.76	\$202,978.27
Payroll	\$112,969.09	\$112,687.66
<u>001 General Fund 6841</u>	<u>\$531,661.24</u>	<u>\$530,853.32</u>

522 Fire Control	\$1,708.57
<u>110 EMS Fund 6848</u>	<u>\$1,708.57</u>

Grand Total \$532,561.89

3/7/2024 Expenditures

522 Fire Control	\$90,874.97
<u>001 General Fund 6841</u>	<u>\$90,874.97</u>

522 Fire Control	\$2,133.78
<u>110 EMS Fund 6848</u>	<u>\$2,133.78</u>

Grand Total \$93,008.75

- Commissioner Brink made a motion to approve the consent agenda, seconded by Commissioner Van Beek. The motion carried.

RESOLUTIONS/MOTIONS Public comments are limited to three (3) minutes per speaker per topic. The board allows public comments orally or via written testimony prior to the meeting.

- Type 5 bid- Discussion regarding the purchase of the Type 5 Engine. Commissioner Brink made a motion to approve the purchase of the Type 5 Engine in the amount of \$121,252.09 plus any shipping costs. Captain Newton will be the lead on this project. Commissioner Van Beek seconded the motion. The motion carried.
- Station 420 electrical bid- Discussion regarding electrical work at Station 420. Commissioner Van Beek made a motion to approve the motion for expenditure for electrical work at Station 420 in the amount of \$16,175.43. Commissioner Brink seconded the motion. The motion carried.
- Station 410 electrical bid- Discussion regarding electrical work at Station 410. Commissioner Van Beek made a motion to approve the motion for expenditure for electrical work at Station 410 in the amount of \$15012.54. Commissioner Brink seconded the motion. The motion carried.

DISTRICT REPORTS

- Union Report
 - No report
- Volunteer Report
 - No report
- Logistics Report
 - No report
- City Liaison Report
 - Surveys were sent out to citizens of West Richland, requesting their feedback on the direction of the city.
- Commissioner's Report
 - Commissioner Brink attended the Snure Seminar in Spokane.
- Fire Chief's Report
 - Staff meeting regarding operational changes.
 - i. Garrett Premel accepted the position of Lieutenant.
 - ii. Anthony Vining accepted the temporary Lieutenant position while the staff is out on light duty.
 - Attended labor management, still working on some action items.

- i. Promotional testing was delayed due to scheduling conflicts. We have a tentative date for Lieutenant, Captain, EMS and Training officers.
 - ii. Still working on BC testing and getting this scheduled.
 - Attended the coffee and ice cream with a first responder event at the County Mercantile.
 - Attended several chiefs' meetings.
 - i. Assistance to firefighter grant is being submitted today for regional radio update.
 - Met with WA State auditors. Work is still to be completed with their process; the next meeting is early next week.
 - Met with the Training Captain regarding hiring and dates for potential academy.
 - i. Currently working on developing a hiring list and scheduling interviews.
 - ii. Met with one candidate from our current list and provided a conditional offer. Working on completing necessary steps for physicals etc. The estimated hire date will be May 1, with a slim possibility of April 1.
 - iii. Working on solutions for an academy for the next round of hiring due to timing of wildland season, expected increase in temperatures and schedules in general.
 - Met with new Finance Manager and completed the contract, start date is April 1.
 - Working with fitch and associates regarding the strategic plan.
 - i. Delays in getting the notification/invites out due to not having a venue secured until Tuesday of this week.
 - ii. Will be participating next week in Richland Fire's strategic plan process.
 - iii. Invites have gone out, unfortunately so far have received messages from quite a few community stakeholders they are unable to attend due to vacations or work conferences. If you have individuals, you would like invited, please pass them along.
 - iv. May Hays has been assisting with getting the community groups such as the VFW, veterans coalition and others invited.
 - Attended the Liz Loomis publicist meeting.
 - i. Several work items for this month.
- District Secretary's Report
 - There is an upcoming Snure class on purchasing and bid law April 19th.

OPEN FORUM DISCUSSION

- No open forum discussion

IMPORTANT DATES

- March 13 – 15, Strategic planning
- March 15- 6:30 p.m. SEWFCA, Dayton WA
- April 13- Firefighter Appreciation Banquet
- April 19- Snure Seminar

CORRESPONDENCE

- No correspondence

OPERATION PROGRAM UPDATES

- Work continues on the ambulance remount. New cots with additional features were installed in the ambulances this week.

UNFINISHED BUSINESS

- No unfinished business.

NEW BUSINESS

- No new business.

AGENDA ITEMS FOR NEXT MEETING

- No agenda items for the next meeting.

EXECUTIVE SESSION

- At 1725 Commissioner Goodwin requested a fifteen-minute executive session per RCW 42.30.100 (1) (G) with Commissioner board and Fire Chief, with no action to follow. The regular meeting resumed at 1740.

ADJOURNMENT:

- The meeting was adjourned at 1741.

Attested:



PAUL CARLYLE, FIRE CHIEF 3/21/2024



MICHAEL VAN BEEK, COMMISSIONER 03/21/2024



GARRETT GOODWIN, COMMISSIONER 03/21/2024



FRED BRINK, COMMISSIONER 3/21/24

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 12:04:57 Date: 03/20/2024

03/29/2024 To: 03/29/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
328	03/29/2024	Claims	6841	1009	ABV	492.41	PEST CONTROL-ALL FACILITIES
329	03/29/2024	Claims	6841	1010	ADVANCED PAGING & COMMUNICATIONS	110.06	SEPARATION CABLE
330	03/29/2024	Payroll	6841	1011	AFLAC	39.39	Pay Cycle(s) 03/29/2024 To 03/29/2024 - AFLAC
331	03/29/2024	Claims	6841	1012	AMAZON	724.41	CHECK READER, BINDERS, DIV TABS
332	03/29/2024	Payroll	6841	1013	BENTON COUNTY 4 BENEVOLENT FUND	50.00	Pay Cycle(s) 03/29/2024 To 03/29/2024 - Benevolent Fund
333	03/29/2024	Claims	6841	1014	BPAS	4,750.00	HRA BENEFITS
334	03/29/2024	Claims	6841	1015	CHARTER COMMUNICATIONS	806.10	STA410/420 INTERNET; STA430 TV/INTERNET; STA420 TV
335	03/29/2024	Claims	6841	1016	CI SHRED	674.93	HARD DR DESTRUCTION & SHRED SERVICE
336	03/29/2024	Claims	6841	1017	CITY OF RICHLAND	9,250.00	DISPATCH SERVICES
337	03/29/2024	Claims	6841	1018	COLUMBIA BASIN DIVE RESCUE	3,150.00	2023-2024 AGENCY SUPPORT
338	03/29/2024	Payroll	6841	1019	DIMARTINO	1,405.85	Pay Cycle(s) 03/29/2024 To 03/29/2024 - LT Disab- Life
339	03/29/2024	Claims	6841	1020	EVERGREEN LAWN CARE, INC	1,423.97	PUMPHOUSE WEED ABATEMENT
340	03/29/2024	Claims	6841	1021	FIRE 4 PETTY CASH	1,656.00	DEPOSIT-RM RENTAL/CATERING
341	03/29/2024	Claims	6841	1022	GALLS	63.59	JOB SHIRT
342	03/29/2024	Claims	6841	1023	HOME DEPOT	303.27	MILWAUKKE M18 5-TOOL COMBO KIT
343	03/29/2024	Claims	6841	1024	HUGHES FIRE EQUIPMENT INC.	5,210.01	APP48 & 39 SERVICE
344	03/29/2024	Payroll	6841	1025	IAFF LOCAL 1052	3,675.84	Pay Cycle(s) 03/29/2024 To 03/29/2024 - Union Dues
345	03/29/2024	Claims	6841	1026	ISOUTSORCE	5,000.00	BLOCK SUPPORT
346	03/29/2024	Claims	6841	1027	KROESEN'S INC	1,783.13	PINS; PATCHES; BADGES
347	03/29/2024	Claims	6841	1028	LIBERTY LAWN CARE	71.69	FUEL FOR SAWS
348	03/29/2024	Claims	6841	1029	LIFE ASSIST	700.81	EMS SUPPLIES
349	03/29/2024	Claims	6841	1030	LN CURTIS & SONS	412.29	CHROME ADAPTER & CAP
350	03/29/2024	Claims	6841	1031	MAY'S CATERING	1,656.00	REMAINING BAL FOR 3/13-15 RM RENTAL/CATERING
351	03/29/2024	Claims	6841	1032	OXARC	278.83	O2/CYLINDER RENTAL
352	03/29/2024	Claims	6841	1033	PACIFIC OFFICE AUTOMATION	1,932.64	COPIER USAGE/COMM SERVICE
353	03/29/2024	Claims	6841	1034	SEA WESTERN	578.63	LONG SLEEVE CLASS B (3)
354	03/29/2024	Claims	6841	1035	STAPLES ADVANTAGE	272.83	STATION/OFFICE SUPPLIES
355	03/29/2024	Claims	6841	1036	STATE AUDITOR'S OFFICE	3,824.82	AUDIT/INVESTIGATION
356	03/29/2024	Claims	6841	1037	STERICYCLE	121.34	EMS WASTE DISPOSAL
357	03/29/2024	Claims	6841	1038	STRYKER	231,792.06	LOADERS & COTS
358	03/29/2024	Claims	6841	1039	TIRE FACTORY	416.28	BATTERIES, ADAPTORS, LABOR, WASTE CHARGE
359	03/29/2024	Payroll	6841	1040	TRUSTEED PLANS SERVICE CORPORATION	32,204.82	Pay Cycle(s) 03/29/2024 To 03/29/2024 - Medical Insurance; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Dental Insurance
360	03/29/2024	Claims	6841	1041	US BANK	5,376.95	VISA-BORSCHOWA; VISA-CARLYLE; VISA-HARPER; VISA-NEWTON; VISA-PUITZ; VISA-ROGERS; VISA-SHANNON
361	03/29/2024	Claims	6841	1042	VITAL RECORDS CONTROL	260.04	MONTHLY STORAGE FEE
362	03/29/2024	Payroll	6841	1043	C/O BENEFIT SOLUTIONS INC WSCFF MEDICAL EXPENSE REIMBURSEMEN	3,300.00	Pay Cycle(s) 03/29/2024 To 03/29/2024 - MERP
363	03/29/2024	Claims	6841	1044	YOKE'S FOODS	93.47	BATTERIES, POSTAGE
364	03/29/2024	Claims	6841	1045	ZOLL MEDICAL CORP GPO	4,565.40	EMS SUPPLIES

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 12:04:57 Date: 03/20/2024

03/29/2024 To: 03/29/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
314	03/29/2024	Payroll	6841	1039410	CONNOR L OVERSON	709.24	Feb Pay FLSA 1/8-2/4
001 General Fund 6841						329,137.10	
						329,137.10	Claims: 287,751.96 Payroll: 41,385.14

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff _____ Secretary *[Signature]*

Commissioners *[Signature]* *[Signature]* *[Signature]*

Approval Date 3/21/2024

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 12:05:43 Date: 03/20/2024

03/28/2024 To: 03/29/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
284	03/29/2024	Payroll	6841	EFT	JOSHUA AMMANN	8,570.52	Feb Pay FLSA 1/8-2/4
285	03/29/2024	Payroll	6841	EFT	BRADLEY E ANDREWS	5,703.37	Feb Pay FLSA 1/8-2/4
286	03/29/2024	Payroll	6841	EFT	CORAL L BEARS	748.03	Feb Pay FLSA 1/8-2/4
287	03/29/2024	Payroll	6841	EFT	CHERYL A BOOTH	2,860.10	Feb Pay FLSA 1/8-2/4
288	03/29/2024	Payroll	6841	EFT	DANA M BORSCHOWA	16.62	Feb Pay FLSA 1/8-2/4
289	03/29/2024	Payroll	6841	EFT	MATTHEW J BORSCHOWA	9,545.59	Feb Pay FLSA 1/8-2/4
290	03/29/2024	Payroll	6841	EFT	FREDERICK T BRINK	1,056.88	Feb Pay FLSA 1/8-2/4
291	03/29/2024	Payroll	6841	EFT	ED R CARAWAY	99.73	Feb Pay FLSA 1/8-2/4
292	03/29/2024	Payroll	6841	EFT	PAUL E CARLYLE	8,518.23	Feb Pay FLSA 1/8-2/4
293	03/29/2024	Payroll	6841	EFT	KAREN M DAVIS	33.25	Feb Pay FLSA 1/8-2/4
294	03/29/2024	Payroll	6841	EFT	AMANDA K DERITIS	4,673.22	Feb Pay FLSA 1/8-2/4
295	03/29/2024	Payroll	6841	EFT	MONTE R ELMORE	163.23	Feb Pay FLSA 1/8-2/4
296	03/29/2024	Payroll	6841	EFT	MANUEL I ESTRELLA	7,826.35	Feb Pay FLSA 1/8-2/4
297	03/29/2024	Payroll	6841	EFT	CODY R FLOWERS	4,328.43	Feb Pay FLSA 1/8-2/4
298	03/29/2024	Payroll	6841	EFT	KEVIN G GAIDOS	5,438.07	Feb Pay FLSA 1/8-2/4
299	03/29/2024	Payroll	6841	EFT	KAILEE M GARRISON-EHREDT	6,615.08	Feb Pay FLSA 1/8-2/4
300	03/29/2024	Payroll	6841	EFT	JARON D GIBSON	916.12	Feb Pay FLSA 1/8-2/4
301	03/29/2024	Payroll	6841	EFT	GARRETT S GOODWIN	584.01	Feb Pay FLSA 1/8-2/4
302	03/29/2024	Payroll	6841	EFT	REX J GREEN	63.50	Feb Pay FLSA 1/8-2/4
303	03/29/2024	Payroll	6841	EFT	DAWSEN O HALL	748.03	Feb Pay FLSA 1/8-2/4
304	03/29/2024	Payroll	6841	EFT	THOMAS R HARPER	7,962.71	Feb Pay FLSA 1/8-2/4
305	03/29/2024	Payroll	6841	EFT	KYLE C HART	5,531.91	Feb Pay FLSA 1/8-2/4
306	03/29/2024	Payroll	6841	EFT	NATANIA M JOHNSTON	29.56	Feb Pay FLSA 1/8-2/4
307	03/29/2024	Payroll	6841	EFT	ABIGAIL E KNOX	748.03	Feb Pay FLSA 1/8-2/4
308	03/29/2024	Payroll	6841	EFT	CHARLES R LEWIS	41.56	Feb Pay FLSA 1/8-2/4
309	03/29/2024	Payroll	6841	EFT	JAMES A LONGIE	8,496.62	Feb Pay FLSA 1/8-2/4
310	03/29/2024	Payroll	6841	EFT	OWEN J MILLER	498.69	Feb Pay FLSA 1/8-2/4
311	03/29/2024	Payroll	6841	EFT	RAYMOND J NEWTON	6,817.02	Feb Pay FLSA 1/8-2/4
312	03/29/2024	Payroll	6841	EFT	RYAN L NIELSEN	55.41	Feb Pay FLSA 1/8-2/4
313	03/29/2024	Payroll	6841	EFT	WYATT M OROZCO	6,057.99	Feb Pay FLSA 1/8-2/4
315	03/29/2024	Payroll	6841	EFT	RUSSELL A POSEGATE	55.41	Feb Pay FLSA 1/8-2/4
316	03/29/2024	Payroll	6841	EFT	GARRETT M PREMEL	7,576.27	Feb Pay FLSA 1/8-2/4
317	03/29/2024	Payroll	6841	EFT	ALLEN L PUTZ	7,552.05	Feb Pay FLSA 1/8-2/4
318	03/29/2024	Payroll	6841	EFT	KYLE M RICHE	37.10	Feb Pay FLSA 1/8-2/4
319	03/29/2024	Payroll	6841	EFT	BONNIE M ROGERS	8,140.29	Feb Pay FLSA 1/8-2/4
320	03/29/2024	Payroll	6841	EFT	ROBERT C SHANNON	7,347.32	Feb Pay FLSA 1/8-2/4
321	03/29/2024	Payroll	6841	EFT	MICHAEL A VAN BEEK	443.49	Feb Pay FLSA 1/8-2/4
322	03/29/2024	Payroll	6841	EFT	ANTHONY G VINING	8,431.53	Feb Pay FLSA 1/8-2/4
323	03/29/2024	Payroll	6841	EFT	BRIAN P WAKEMAN	5,510.64	Feb Pay FLSA 1/8-2/4
324	03/29/2024	Payroll	6841	EFT	JACOB M WALTON	4,961.42	Feb Pay FLSA 1/8-2/4
325	03/29/2024	Payroll	6841	EFT	CODY WINTERS	5,885.00	Feb Pay FLSA 1/8-2/4
326	03/28/2024	Payroll	6841	EFT	EFTPS- IRS Payroll Taxes	34,932.67	941 Deposit for Pay Cycle(s) 03/29/2024 - 03/29/2024
327	03/28/2024	Payroll	6841	EFT	WA PUB EMP & RETIRE SYS	46,070.72	Pay Cycle(s) 03/29/2024 To 03/29/2024 - LEOFF II; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Deferred Comp; Pay Cycle(s) 03/29/2024 To 03/29/2024 - PERS 2; Pay Cycle(s) 03/29/2024 To 03/29/2024 - Roth DC

001 General Fund 6841

241,691.77

241,691.77 Payroll: 241,691.77

WARRANT/CHECK REGISTER

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 12:05:43 Date: 03/20/2024

03/28/2024 To: 03/29/2024

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Trans Date Type Acct # War # Claimant Amount Memo

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

Admin Staff _____ Secretary *Ron Cole*

Commissioners *[Signature]* *[Signature]* *[Signature]*

Approval Date *3/21/2024*

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 11:55:24 Date: 03/20/2024
Page: 1

As Of: 03/29/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
13805	03/29/2024	03/29/2024	ABV	492.41	PEST CONTROL-ALL FACILITIES
	522 50 48 00	Repair & Maint. - Facilities	001 000 522 General Fund 68	492.41	PEST CONTROL
Invoice					
	29057			492.41	PEST CONTROL-ALL FACILITIES
13821	03/29/2024	03/29/2024	ADVANCED PAGING & COMMUNICATIONS	110.06	SEPARATION CABLE
	522 24 35 00	Non-Expendable Supplies - I	001 000 522 General Fund 68	110.06	SEPARATION CABLE
Invoice					
	E34000011			110.06	SEPARATION CABLE
13822	03/29/2024	03/29/2024	AMAZON	724.41	CHECK READER, BINDERS, DIV TABS
	522 12 31 00	Expendable Office Supplies	001 000 522 General Fund 68	262.43	OFFICE SUPPLIES
	522 12 35 10	Office Computer Equipment	001 000 522 General Fund 68	461.98	DIGITAL CHECK READER
Invoice					
	3884269			461.98	CHECK READER
	3224261			217.90	BINDERS
	4470640			44.53	DIVIDER TABS
13806	03/29/2024	03/29/2024	BPAS	4,750.00	HRA BENEFITS
	522 12 20 04	HRA Benefits	001 000 522 General Fund 68	380.00	HRA BENEFITS
	522 21 20 04	HRA Benefits	001 000 522 General Fund 68	4,370.00	HRA BENEFITS
Invoice					
	MAR24			4,750.00	HRA BENEFITS
13807	03/29/2024	03/29/2024	CHARTER COMMUNICATIONS	469.93	STA410/420 INTERNET
	522 12 41 00	Contract Services	001 000 522 General Fund 68	469.93	INTERNET
Invoice					
	176850401030724			469.93	STA410/420 INTERNET
13839	03/29/2024	03/29/2024	CHARTER COMMUNICATIONS	336.17	STA430 TV/INTERNET; STA420 TV
	522 12 41 00	Contract Services	001 000 522 General Fund 68	336.17	TV/INTERNET
Invoice					

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

Time: 11:55:24 Date: 03/20/2024
Page: 2

As Of: 03/29/2024

Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			176850901031424 176850101031424	276.18 59.99	STA430 TV/INTERNET STA420 TV
13808 03/29/202403/29/2024628		522 12 41 00 Contract Services	CI SHRED	674.93	HARD DR DESTRUCTION & SHRED SERVICE
			001 000 522 General Fund 68	674.93	HARD DR DESTRUCTION & SHRED SRV
			Invoice		
			0161886	33.93	SHRED SERVICE
			0163253	641.00	HARD DRIVE DESTRUCTION
13809 03/29/202403/29/2024281		522 24 41 00 Dispatch Services	CITY OF RICHLAND	9,250.00	DISPATCH SERVICES
			001 000 522 General Fund 68	9,250.00	DISPATCH SERVICES
			Invoice		
			53460	9,250.00	DISPATCH SERVICES
13810 03/29/202403/29/202471		522 12 49 00 Memberships/Dues	COLUMBIA BASIN DIVE RESCUE	3,150.00	2023-2024 AGENCY SUPPORT
			001 000 522 General Fund 68	3,150.00	AGENCY SUPPORT
			Invoice		
			2023-10	1,500.00	2023 AGENCY SUPPORT
			2024-10	1,650.00	2024 AGENCY SUPPORT
13811 03/29/202403/29/2024474		522 50 48 00 Repair & Maint. - Facilities	EVERGREEN LAWN CARE, INC	1,423.97	PUMPHOUSE WEED ABATEMENT
			001 000 522 General Fund 68	1,423.97	PUMPHOUSE WEED ABATEMENT
			Invoice		
			361365	1,423.97	PUMPHOUSE WEED ABATEMENT
13812 03/29/202403/29/2024124		522 12 41 20 Professional Services	FIRE 4 PETTY CASH	1,656.00	DEPOSIT-RM RENTAL/CATERING
			001 000 522 General Fund 68	1,656.00	DEPOSIT-RM RENTAL/CATERING
			Invoice		
			1325	1,656.00	DEPOSIT-RM RENTAL/CATERING
13813 03/29/202403/29/2024137		522 20 28 00 Uniforms (All Non-PPE)	GALLS	63.59	JOB SHIRT
			001 000 522 General Fund 68	63.59	JOB SHIRT

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Invoice		
			027149454	63.59	JOB SHIRT
13814 03/29/202403/29/2024831			HOME DEPOT		
	522 21 35 10 Tools & Equipment -Suppre		001 000 522 General Fund 68	303.27	MILWAUKKE M18 5-TOOL COMBO KIT
			Invoice		
			2156063	303.27	MILWAUKKE M18 5-TOOL COMBO KIT
13815 03/29/202403/29/2024509			HUGHES FIRE EQUIPMENT INC.		
	522 60 48 00 3rd party repair & Maint. - A		001 000 522 General Fund 68	5,210.01	APP48 & 39 SERVICE
			Invoice		
			603638	2,413.87	APP48 SERVICE
			603639	547.85	APP39 DOT INSP
			603640	2,248.29	APP39 SERVICE
13824 03/29/202403/29/2024876			ISOUSOURCE		
	522 12 41 00 Contract Services		001 000 522 General Fund 68	5,000.00	BLOCK SUPPORT
			Invoice		
			CW292848	5,000.00	BLOCK SUPPORT
13840 03/29/202403/29/2024467			KROESEN'S INC		
	522 20 28 00 Uniforms (All Non-PPE)		001 000 522 General Fund 68	1,783.13	PINS; PATCHES; BADGES
			Invoice		
			6670	129.90	PINS
			6033	326.10	PATCHES
			6596	1,327.13	BADGES
13816 03/29/202403/29/2024757			LIBERTY LAWN CARE		
	522 60 32 00 Fuels		001 000 522 General Fund 68	71.69	FUEL FOR SAWS
			Invoice		
			37786	71.69	FUEL FOR SAWS
13817 03/29/202403/29/2024187			LIFE ASSIST		
				700.81	EMS SUPPLIES

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
522 70 31 00	Expendable Supplies - EMS	001 000 522	General Fund 68	700.81	EMS SUPPLIES
Invoice					
1412492				700.81	EMS SUPPLIES
13823 03/29/202403/29/2024182	LN CURTIS & SONS			412.29	CHROME ADAPTER & CAP
522 21 35 10	Tools & Equipment - Suppres	001 000 522	General Fund 68	412.29	ADAPTER & CAP
Invoice					
801226				412.29	CHROME ADAPTER & CAP
13818 03/29/202403/29/2024193	MAY'S CATERING			1,656.00	REMAINING BAL FOR 3/13-15 RM RENTAL/CATERING
522 12 41 20	Professional Services	001 000 522	General Fund 68	1,656.00	RM RENTAL/CATERING
Invoice					
032024				1,656.00	REMAINING BAL FOR 3/13-15 RM RENTAL/CATERING
13819 03/29/202403/29/2024242	OXARC			278.83	O2/CYLINDER RENTAL
522 70 31 00	Expendable Supplies - EMS	001 000 522	General Fund 68	278.83	O2/CYLINDER RENTAL
Invoice					
32000184				96.64	O2
32002161				100.42	O2
32011249				68.82	O2
61684752				12.95	CYLINDER RENTAL
13820 03/29/202403/29/2024885	PACIFIC OFFICE AUTOMATION			1,932.64	COPIER USAGE/COMM SERVICE
522 12 41 00	Contract Services	001 000 522	General Fund 68	16.83	COPIER USAGE
522 12 42 00	Phone Service	001 000 522	General Fund 68	1,915.81	COMM SERVICE
Invoice					
079508				16.83	COPIER USAGE, 11/30/23-02/29/24
082232				1,915.81	COMM SERVICE, 03/01-06/01/24
13841 03/29/202403/29/2024293	SEA WESTERN			578.63	LONG SLEEVE CLASS B (3)
522 20 28 00	Uniforms (All Non-PPE)	001 000 522	General Fund 68	578.63	LONG SLEEVE CLASS B

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
			Invoice		
			30717	578.63	LONG SLEEVE CLASS B (3)
13831 03/29/202403/29/2024322			STAPLES ADVANTAGE	272.83	STATION/OFFICE SUPPLIES
522 12 31 00	Expendable Office Supplies	001 000 522 General Fund 68		196.05	WKSHOP OFFICE SUPPLIES
522 50 31 00	Expendable Supplies -Faciliti	001 000 522 General Fund 68		76.78	STATION SUPPLIES
			Invoice		
			3560373679	55.43	STATION SUPPLIES
			3560032901	21.35	STATION SUPPLIES
			3561424523	196.05	OFFICE SUPPLIES
13825 03/29/202403/29/2024324			STATE AUDITOR'S OFFICE	3,824.82	AUDIT/INVESTIGATION
522 12 49 20	State Auditor	001 000 522 General Fund 68		3,824.82	AUDIT/INVESTIGATION
			Invoice		
			L159948	3,824.82	AUDIT/INVESTIGATION
13826 03/29/202403/29/2024625			STERICYCLE	121.34	EMS WASTE DISPOSAL
522 70 31 00	Expendable Supplies - EMS	001 000 522 General Fund 68		121.34	EMS WASTE DISPOSAL
			Invoice		
			8006455990	121.34	EMS WASTE DISPOSAL
13827 03/29/202403/29/2024442			STRYKER	231,792.06	LOADERS & COTS
594 22 63 00	Capital Apparatus And Equip	001 000 594 General Fund 68		231,792.06	LOADERS & COTS
			Invoice		
			9205583741	31,576.11	LOADERS & COTS
			9205588285	-4,000.00	TR-SYK PL TO PL
			9205611151	9,449.75	LOADERS & COTS
			9205501347R	1,308.79	LOADERS & COTS
			9205643451	160,714.42	LOADERS & COTS
			9205657548	32,742.99	LOADERS & COTS
13842 03/29/202403/29/2024672			TIRE FACTORY	416.28	BATTERIES, ADAPTORS, LABOR, WASTE CHARGE
522 60 48 00	3rd party repair & Maint. - A	001 000 522 General Fund 68		416.28	BATTERIES, ADAPTORS

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
13832 03/29/202403/29/2024475					
			US BANK		
			Invoice		
			3035695	416.28	BATTERIES, ADAPTORS, LABOR, WASTE CHARGE
522 12 41 00	Contract Services			1,544.51	VISA-BORSCHOWA
522 12 48 20	WebPage Maintenance			965.46	SRV BACKUP, O365
522 21 31 10	Supplies - Support Service			130.60	WEBSITE SRV
522 24 35 00	Non-Expendable Supplies - I			184.77	FOOD-RELIEF CREW
522 60 32 00	Fuels			5.00	SCREWS
522 70 31 00	Expendable Supplies - EMS			55.24	FUEL
				203.44	BATTERIES, AMB SUPPLIES
13833 03/29/202403/29/2024475					
			US BANK		
			Invoice		
			BORS-030824	1,544.51	VISA-BORSCHOWA
522 11 43 30	Travel - Per Diem & Lodging			327.62	VISA-CARLYLE
522 21 31 10	Supplies - Support Service			197.29	LODGING-BRINK
				130.33	FOOD-FUNERAL RELIEF
13834 03/29/202403/29/2024475					
			US BANK		
			Invoice		
			CARL-03082024	327.62	VISA-CARLYLE
522 50 31 00	Expendable Supplies -Faciliti			38.26	VISA-HARPER
522 50 35 00	Tools & Equipment - Facilitie			12.32	PAN
				25.94	PAN, AFFRESH
13835 03/29/202403/29/2024475					
			US BANK		
			Invoice		
			HARP-03082024	38.26	VISA-HARPER
522 45 43 20	Registration Fees(Operation:			886.85	VISA-NEWTON
522 60 31 00	Expendable Supplies - Autor			475.00	FIRE INSTRUCTOR 2 CLASS
522 60 35 00	Tools, Equipment & Parts - A			97.80	WAX
594 22 63 00	Capital Apparatus And Equip			180.11	TONGUE JACK
				133.94	STRIPING
13836 03/29/202403/29/2024475					
			US BANK		
			Invoice		
			NEWT-03082024	886.85	VISA-NEWTON
				125.00	VISA-PUITZ

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
522 45 43 23	Registration Fees(EMS)	001 000 522	General Fund 68	125.00	PALS
Invoice					
PUIT-03082024				125.00	VISA-PUITZ
13837 03/29/202403/29/2024475 US BANK 2,378.22 VISA-ROGERS					
522 12 42 40	Postage	001 000 522	General Fund 68	10.10	SHIPPING
522 12 49 00	Memberships/Dues	001 000 522	General Fund 68	150.00	2024 WSFFA DUES
522 45 31 00	Expendable Supplies - Trainin	001 000 522	General Fund 68	267.40	IFSTA TEXT BOOK
522 45 35 00	Tools & Equipment - Trainin	001 000 522	General Fund 68	115.17	USB DRIVE, CASE FOR IPAD
522 45 35 00	Tools & Equipment - Trainin	001 000 522	General Fund 68	104.80	OFFICER HANDBK OF TACTICS
522 45 43 00	Travel - Mileage & Air(Opera	001 000 522	General Fund 68	585.75	LODGING-GAIDOS
522 45 43 20	Registration Fees(Operati	001 000 522	General Fund 68	1,145.00	REGISTRATION
Invoice					
ROGE-03082024				2,378.22	VISA-ROGERS
13838 03/29/202403/29/2024475 US BANK 76.49 VISA-SHANNON					
522 12 29 20	Volunteer Recognition	001 000 522	General Fund 68	31.33	SERVICE PINS
522 21 28 20	PPE - Protective Clothing	001 000 522	General Fund 68	45.16	SHIPPING
Invoice					
SHANN-03082024				76.49	VISA-SHANNON
13828 03/29/202403/29/2024974 VITAL RECORDS CONTROL 260.04 MONTHLY STORAGE FEE					
522 12 41 00	Contract Services	001 000 522	General Fund 68	260.04	MONTHLY FEE
Invoice					
4099370PSC1				260.04	MONTHLY STORAGE FEE
13829 03/29/202403/29/2024394 YOKES FOODS 93.47 BATTERIES, POSTAGE					
522 12 42 00	Phone Service	001 000 522	General Fund 68	19.08	POSTAGE
522 20 28 00	Uniforms (All Non-PPE)	001 000 522	General Fund 68	7.64	SHIPPING
522 24 31 00	Expendable Supplies - Radio	001 000 522	General Fund 68	55.49	BATTERIES
522 70 31 00	Expendable Supplies - EMS	001 000 522	General Fund 68	11.26	BATTERIES
Invoice					
101630097				11.26	BATTERIES
111164348				7.73	POSTAGE

ACCOUNTS PAYABLE

BENTON COUNTY FIRE PROTECTION DISTRICT #4

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
	111164636			5.08	POSTAGE
	111165687			14.00	POSTAGE
	101632832			55.40	BATTERIES
13830 03/29/202403/29/2024396			ZOLL MEDICAL CORP GPO	4,565.40	EMS SUPPLIES
522 70 31 00	Expendable Supplies - EMS		001 000 522 General Fund 68	4,565.40	EMS SUPPLIES

Invoice

90098008	4,565.40	EMS SUPPLIES
Fund	Report Total:	287,751.96
001 General Fund 6841		287,751.96

We, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against Benton County Fire District #4, and that we are authorized to authenticate and certify to said claim.

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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001 General Fund 6841

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 11 10 10 Salary - Comm 1 (Van Beek)	9,000.00	1,189.00	7,811.00	13.2%
522 11 10 20 Salary-Comm 2 (Goodwin)	9,000.00	2,217.00	6,783.00	24.6%
522 11 10 30 Salary-Comm 3 (Brink)	9,000.00	2,155.00	6,845.00	23.9%
522 11 20 10 Benefits - Comm 1 (Van Beek)	1,000.00	90.96	909.04	9.1%
522 11 20 20 Benefits - Comm 2 (Goodwin)	1,000.00	169.58	830.42	17.0%
522 11 20 30 Benefits - Comm 3 (Brink)	1,000.00	164.86	835.14	16.5%
522 11 43 00 Travel-Mileage & Airfare	2,000.00	522.59	1,477.41	26.1%
522 11 43 30 Travel - Per Diem & Lodging	5,100.00	678.71	4,421.29	13.3%
522 11 43 31 Registration Fees	3,300.00	315.00	2,985.00	9.5%
011 Legislative	40,400.00	7,502.70	32,897.30	18.6%
522 12 10 10 Salary - Administration	484,108.00	114,963.75	369,144.25	23.7%
522 12 10 60 Overtime - Administrative	10,000.00	0.00	10,000.00	0.0%
522 12 20 04 HRA Benefits	9,000.00	1,380.00	7,620.00	15.3%
522 12 20 10 Benefits - Administrative	85,420.00	14,204.86	71,215.14	16.6%
522 12 20 60 Benefits - OT Administration	2,000.00	0.00	2,000.00	0.0%
522 12 24 20 Volunteer Pension & Relief Fund	6,600.00	2,730.00	3,870.00	41.4%
522 12 29 20 Volunteer Recognition	4,000.00	95.73	3,904.27	2.4%
522 12 29 30 Volunteer Association	3,500.00	3,430.00	70.00	98.0%
522 12 31 00 Expendable Office Supplies	3,750.00	713.93	3,036.07	19.0%
522 12 31 10 Computer Software	1,980.00	0.00	1,980.00	0.0%
522 12 35 00 Office Tools & Equipment	4,000.00	0.00	4,000.00	0.0%
522 12 35 10 Office Computer Equipment	25,600.00	10,232.11	15,367.89	40.0%
522 12 41 00 Contract Services	97,000.00	30,379.27	66,620.73	31.3%
522 12 41 10 Financial Services Contract(SPRINGBROOK)	30,000.00	2,750.00	27,250.00	9.2%
522 12 41 20 Professional Services	45,000.00	9,668.95	35,331.05	21.5%
522 12 42 00 Phone Service	12,000.00	3,192.64	8,807.36	26.6%
522 12 42 10 Cellular Phone Service	14,500.00	1,804.81	12,695.19	12.4%
522 12 42 40 Postage	1,500.00	223.21	1,276.79	14.9%
522 12 44 00 Advertising/Notices/Recruiting	2,000.00	217.66	1,782.34	10.9%
522 12 45 00 Equipment Lease/Maint	10,200.00	1,470.94	8,729.06	14.4%
522 12 46 00 District Insurance	120,084.00	372.00	119,712.00	0.3%
522 12 48 20 WebPage Maintenance	850.00	335.44	514.56	39.5%
522 12 49 00 Memberships/Dues	18,700.00	14,836.22	3,863.78	79.3%
522 12 49 10 Taxes And Irrigation Fees	150.00	115.37	34.63	76.9%
522 12 49 20 State Auditor	30,000.00	22,921.24	7,078.76	76.4%
012 Administrative	1,021,942.00	236,038.13	785,903.87	23.1%
522 13 41 00 Levy Publication Services	72,000.00	17,009.95	54,990.05	23.6%
522 13 49 00 Commissioner Elections	10,000.00	0.00	10,000.00	0.0%
013 Election	82,000.00	17,009.95	64,990.05	20.7%
522 14 41 00 Legal Services	25,000.00	6,386.04	18,613.96	25.5%
014 Legal	25,000.00	6,386.04	18,613.96	25.5%
522 20 10 10 Mobilization Wages	30,000.00	0.00	30,000.00	0.0%
522 20 20 10 Mobilization Benefits	9,000.00	0.00	9,000.00	0.0%
522 20 24 10 Physicals/Innoculation	63,000.00	2,414.00	60,586.00	3.8%
522 20 28 00 Uniforms (All Non-PPE)	36,000.00	2,880.64	33,119.36	8.0%
522 20 31 00 Expendable Incident Supplies	500.00	0.00	500.00	0.0%
522 20 35 00 Tools & Equipment	2,500.00	0.00	2,500.00	0.0%
522 20 41 00 Assessment Fees	6,000.00	0.00	6,000.00	0.0%

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 12:06:51 Date: 03/20/2024

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001 General Fund 6841

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 20 48 00 Uniform Maintenance	1,000.00	0.00	1,000.00	0.0%
020 Operations	148,000.00	5,294.64	142,705.36	3.6%
522 21 10 10 Salary - Firefighters	2,503,574.00	597,345.06	1,906,228.94	23.9%
522 21 10 71 Overtime - Firefighters	260,000.00	53,459.10	206,540.90	20.6%
522 21 10 80 Resident Reimbursement	100,000.00	7,545.00	92,455.00	7.5%
522 21 10 90 Volunteer Reimbursement	66,000.00	13,394.00	52,606.00	20.3%
522 21 20 04 HRA Benefits	69,000.00	15,870.00	53,130.00	23.0%
522 21 20 10 Benefits - Firefighters	722,136.00	134,227.91	587,908.09	18.6%
522 21 20 71 Benefits - Overtime FF	67,600.00	10,888.78	56,711.22	16.1%
522 21 20 80 Benefits - Resident Reimbursement	6,000.00	577.21	5,422.79	9.6%
522 21 20 90 Benefits - Volunteer	6,000.00	1,024.64	4,975.36	17.1%
522 21 28 20 PPE - Protective Clothing	70,000.00	1,598.07	68,401.93	2.3%
522 21 31 00 Expendable Supplies - Suppression	0.00	361.55	(361.55)	0.0%
522 21 31 10 Supplies - Support Service	4,000.00	776.75	3,223.25	19.4%
522 21 35 10 Tools & Equipment -Suppression	5,750.00	747.03	5,002.97	13.0%
522 21 35 11 Hose Replacement	12,075.00	560.58	11,514.42	4.6%
522 21 35 12 Nozzle Replacement	10,005.00	1,477.82	8,527.18	14.8%
522 21 35 13 Tools - Support Service	5,000.00	0.00	5,000.00	0.0%
522 21 41 00 Professional Services	12,000.00	0.00	12,000.00	0.0%
522 21 48 00 Equipment Repair & Maint	1,550.00	0.00	1,550.00	0.0%
522 21 48 10 Fire Extinguisher Maint	1,600.00	0.00	1,600.00	0.0%
522 21 48 80 SCBA Air Compressor	1,000.00	0.00	1,000.00	0.0%
522 21 48 90 SCBA Repair/Maintenance	2,000.00	3,656.67	(1,656.67)	182.8%
021 Suppression	3,925,290.00	843,510.17	3,081,779.83	21.5%
522 24 31 00 Expendable Supplies - Radios	500.00	55.49	444.51	11.1%
522 24 35 00 Non-Expendable Supplies - Radios	70,000.00	115.06	69,884.94	0.2%
522 24 41 00 Dispatch Services	115,000.00	27,750.00	87,250.00	24.1%
522 24 41 10 VHF Maintenance Fee	16,799.30	0.00	16,799.30	0.0%
522 24 48 00 Repair & Maintenance - Radios	5,000.00	0.00	5,000.00	0.0%
024 Communications	207,299.30	27,920.55	179,378.75	13.5%
522 30 31 00 Expendable Supplies-Prevention	10,000.00	243.58	9,756.42	2.4%
522 30 31 10 Smoke Alarm Program	1,000.00	0.00	1,000.00	0.0%
522 30 35 00 Tools & Equipment - Prevention	1,500.00	0.00	1,500.00	0.0%
522 30 48 00 Repair & Maintenance - Prevention	100.00	0.00	100.00	0.0%
522 30 48 10 Newsletter/Education Flyers	1,000.00	0.00	1,000.00	0.0%
030 Public Information	13,600.00	243.58	13,356.42	1.8%
522 45 31 00 Expendable Supplies - Training	10,000.00	299.98	9,700.02	3.0%
522 45 31 10 Training Computer Software	15,000.00	0.00	15,000.00	0.0%
522 45 35 00 Tools & Equipment - Training	7,000.00	295.69	6,704.31	4.2%
522 45 41 00 Professional Service	1,500.00	0.00	1,500.00	0.0%
522 45 43 00 Travel - Mileage & Air(Operations)	3,500.00	585.75	2,914.25	16.7%
522 45 43 01 Travel - Mileage&Air(Admin)	2,400.00	0.00	2,400.00	0.0%
522 45 43 03 Travel - Mileage&Air(EMS)	6,500.00	296.40	6,203.60	4.6%
522 45 43 04 Travel -Mileage&Air(Safety)	1,200.00	22.86	1,177.14	1.9%
522 45 43 10 PerDiem & Lodging(Operations)	11,000.00	169.00	10,831.00	1.5%
522 45 43 11 PerDiem & Lodging(Admin)	6,800.00	0.00	6,800.00	0.0%
522 45 43 13 PerDiem & Lodging(EMS)	8,000.00	408.19	7,591.81	5.1%
522 45 43 14 PerDiem & Lodging(Safety)	2,500.00	1,100.05	1,399.95	44.0%

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

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001 General Fund 6841

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 45 43 20	Registration Fees(Operations)	26,000.00	3,621.70	22,378.30 13.9%
522 45 43 21	Registration Fees(Admin)	3,500.00	150.00	3,350.00 4.3%
522 45 43 23	Registration Fees(EMS)	7,900.00	500.00	7,400.00 6.3%
522 45 43 24	Registration Fees(Safety)	2,000.00	525.00	1,475.00 26.3%
522 45 43 30	Tuition Reimbursement	12,000.00	0.00	12,000.00 0.0%
522 45 43 98	Career Tuition	15,000.00	1,811.08	13,188.92 12.1%
522 45 43 99	Article 32 MED EMS Training	34,500.00	450.00	34,050.00 1.3%
045 Training		176,300.00	10,235.70	166,064.30 5.8%
522 50 31 00	Expendable Supplies -Facilities	7,500.00	907.50	6,592.50 12.1%
522 50 35 00	Tools & Equipment - Facilities	7,000.00	7,050.09	(50.09) 100.7%
522 50 45 00	Lease-Sta 410	5,000.00	0.00	5,000.00 0.0%
522 50 47 10	Electricity	38,000.00	8,235.64	29,764.36 21.7%
522 50 47 20	Water/Sewer/Natural Gas	25,000.00	3,356.12	21,643.88 13.4%
522 50 48 00	Repair & Maint. - Facilities	70,000.00	7,904.97	62,095.03 11.3%
050 Facilities		152,500.00	27,454.32	125,045.68 18.0%
522 60 31 00	Expendable Supplies - Automotive	3,000.00	1,217.57	1,782.43 40.6%
522 60 32 00	Fuels	58,300.00	7,376.91	50,923.09 12.7%
522 60 35 00	Tools, Equipment & Parts - Automotive	5,350.00	777.36	4,572.64 14.5%
522 60 48 00	3rd party repair & Maint. - Automotive	112,125.00	33,426.33	78,698.67 29.8%
060 Automotive		178,775.00	42,798.17	135,976.83 23.9%
522 70 31 00	Expendable Supplies - EMS	60,000.00	14,414.71	45,585.29 24.0%
522 70 35 00	Small Tools & Minor Equip	10,800.00	1,339.40	9,460.60 12.4%
522 70 41 02	EMS Assessment Fee	5,000.00	1,531.53	3,468.47 30.6%
522 70 41 10	Contract Services - EMS	121,200.00	4,689.67	116,510.33 3.9%
070 EMS		197,000.00	21,975.31	175,024.69 11.2%
522 Fire Control		6,168,106.30	1,246,369.26	4,921,737.04 20.2%
589 Payroll Clearing				
589 90 00 00	Payroll Clearing	0.00	(1,634.42)	1,634.42 0.0%
589 Payroll Clearing		0.00	(1,634.42)	1,634.42 0.0%
591 Debt Service				
591 22 71 02	Capital Lease Principal	62,726.00	0.00	62,726.00 0.0%
592 22 83 02	Capital Lease Interest	49,395.00	0.00	49,395.00 0.0%
591 Debt Service		112,121.00	0.00	112,121.00 0.0%
594 Capital Expenditures				
594 22 62 00	Capital Building	22,055.00	0.00	22,055.00 0.0%
594 22 63 00	Capital Apparatus And Equipment	400,693.00	347,829.98	52,863.02 86.8%
022 Capital		422,748.00	347,829.98	74,918.02 82.3%
594 Capital Expenditures		422,748.00	347,829.98	74,918.02 82.3%

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 12:06:51 Date: 03/20/2024

Page: 4

001 General Fund 6841

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
597 Interfund Transfers				
597 00 01 61 Transfer Out To 601	425,670.00	0.00	425,670.00	0.0%
597 Interfund Transfers	425,670.00	0.00	425,670.00	0.0%
Fund Expenditures:	7,128,645.30	1,592,564.82	5,536,080.48	22.3%
Fund Excess/(Deficit):	(7,128,645.30)	(1,592,564.82)		

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 12:06:51 Date: 03/20/2024

Page: 5

110 EMS Fund 6848

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
522 Fire Control				
522 70 35 10 Small Tools And Minor Equipment	0.00	110.07	(110.07)	0.0%
522 70 41 00 Ambulance Billing Service Fee	0.00	3,642.35	(3,642.35)	0.0%
522 70 41 20 Ambulance Over Payment	0.00	200.00	(200.00)	0.0%
522 70 48 10 Equipment Repairs & Maintenance	3,000.00	0.00	3,000.00	0.0%
522 Fire Control	3,000.00	3,952.42	(952.42)	131.7%
597 Interfund Transfers				
597 00 01 10 Transfer Out To 001	2,614,828.00	0.00	2,614,828.00	0.0%
597 Interfund Transfers	2,614,828.00	0.00	2,614,828.00	0.0%
Fund Expenditures:	2,617,828.00	3,952.42	2,613,875.58	0.2%
Fund Excess/(Deficit):	(2,617,828.00)	(3,952.42)		

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 12:06:51 Date: 03/20/2024

Page: 6

201 EMS Bond Fund 6842

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
591 Debt Service				
591 22 71 01 Bond Principal Payment	205,000.00	0.00	205,000.00	0.0%
592 22 83 01 Bond Interest Payment	266,900.00	0.00	266,900.00	0.0%
591 Debt Service	471,900.00	0.00	471,900.00	0.0%
Fund Expenditures:	471,900.00	0.00	471,900.00	0.0%
Fund Excess/(Deficit):	(471,900.00)	0.00		

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 12:06:51 Date: 03/20/2024

Page: 7

401 Construction Fund 6844

Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures				
594 22 62 01 Building Upgrade	300,000.00	0.00	300,000.00	0.0%
594 Capital Expenditures	300,000.00	0.00	300,000.00	0.0%
Fund Expenditures:	300,000.00	0.00	300,000.00	0.0%
Fund Excess/(Deficit):	(300,000.00)	0.00		

2024 BUDGET POSITION

BENTON COUNTY FIRE PROTECTION DISTRICT

Time: 12:06:51 Date: 03/20/2024

Page: 8

601 Reserve Fund 6846 Months: 01 To: 03

Expenditures	Amt Budgeted	Expenditures	Remaining	
594 Capital Expenditures				
594 22 63 51 Capital Apparatus	400,000.00	0.00	400,000.00	0.0%
594 Capital Expenditures	400,000.00	0.00	400,000.00	0.0%
Fund Expenditures:	400,000.00	0.00	400,000.00	0.0%
Fund Excess/(Deficit):	(400,000.00)	0.00		

2024 BUDGET POSITION TOTALS

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund 6841	0.00	0.00	0.0%	7,128,645.30	1,592,564.82	22%
110 EMS Fund 6848	0.00	0.00	0.0%	2,617,828.00	3,952.42	0%
201 EMS Bond Fund 6842	0.00	0.00	0.0%	471,900.00	0.00	0%
401 Construction Fund 6844	0.00	0.00	0.0%	300,000.00	0.00	0%
601 Reserve Fund 6846	0.00	0.00	0.0%	400,000.00	0.00	0%
	<u>0.00</u>	<u>0.00</u>	<u>0.0%</u>	<u>10,918,373.30</u>	<u>1,596,517.24</u>	<u>14.6%</u>

WHEN RECORDED RETURN TO:

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

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

THIS THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into by and between the following entities (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 Third 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, Benton PUD no longer desires to be a member agency of BCES and has submitted written notice of its immediate withdrawal, to which the parties hereto consent through execution of this Third Amended and Restated Interlocal Agreement; and

WHEREAS, the remaining BCES member agencies intend to continue the provision of dispatch services under this Agreement, and now intend to provide bi-county operation of emergency dispatch services, 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 desire to acquire a bi-county microwave 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 2018 BCES Interlocal Agreement, the Parties hereto agree to this Third 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 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 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;

7. 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.

8. 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.

9. 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.

10. 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:

- | | |
|-----------------------------------|---|
| • 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
- Franklin County Fire Protection Districts 1, 2, 3, 4 & 5 (1 Rep)
- City of Prosser
- 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:

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

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 800MHz; 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 800MHz Fund shall be used for the maintenance and operation of any 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 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 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 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 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 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.

- E. Benton-Franklin County Microwave System Fund. The new Benton-Franklin County Microwave System Fund shall be used for the maintenance and operation of the Benton-Franklin County 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 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-Franklin County Microwave System, the Executive Board is authorized to proportionately levy, by percentage of the Parties' total Benton-Franklin 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.

- F. 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.

- G. 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.

- H. 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.
- I. 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.
- J. 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.

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 digital 800MHz radio system, and the Former (pre-2024) Benton County Microwave System Fund, 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 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 remainder of the existing 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 – New Bi-County Microwave System. The Benton-Franklin Microwave 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.

6. PUBLIC RECORDS REQUESTS

- A. To comply with BCES's obligation to respond to public records requests, and to minimize legal risk to the Parties, the Parties agree that all original records prepared, owned, used, or retained by BCES shall be provided to and maintained by the Administrative Jurisdiction.
- B. When a public records request is received by BCES under the Washington State Public Records Act, Chapter 42.56 RCW, staff assigned to support BCES will complete a search for responsive records and respond to the request pursuant to the Public Records policy established by the Administrative Jurisdiction. To the extent legal review is needed to respond to a request, the City Attorney for the Administrative Jurisdiction will provide the review. The Parties acknowledge that the Administrative Jurisdiction has ultimate authority to release or withhold records pursuant to the Washington State Public Records Act.

7. DURATION OF AGREEMENT; TERMINATION

This Agreement shall become effective only upon execution by all Parties and filing with each County Auditor 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, and Amendment No. 1 thereto recorded on August 27, 2020. 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

By: Michael Alvarez Date
Chairman, Benton County Commission

By: Rocky Mullen Date
Chairman, Franklin County Commission

By: Jerome Delvin Date
Benton County Commissioner

By: Steve Bauman Date
Franklin County Commissioner

By: William McKay Date
Benton County Commissioner

By: Clint Didier Date
Franklin County Commissioner

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Approved as to Form:

Approved as to Form:

Ryan Brown
Chief Deputy Prosecuting Attorney, Civil

By: Jeff Briggs
Franklin County Deputy Prosecutor

[Signatures Continue Below]

CITY OF PASCO

By: Adam Lincoln Date
Pasco City Manager

Attest:

Debby Barham, City Clerk

Approved as to Form:

Eric Ferguson, Pasco City Attorney

CITY OF RICHLAND

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

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, Richland City Attorney

CITY OF KENNEWICK

By: Lisa Beaton Date
Interim Kennewick City Manager

Attest:

Krystal Townsend, City Clerk

Approved as to Form:

Laurencio Sanguino
Acting Kennewick City Attorney

CITY OF WEST RICHLAND

By: Brent Gerry Date
Mayor

Attest:

Stephanie Haug, City Clerk

Approved as to Form:

Jessica Foltz
West Richland City Attorney

[Signatures Continue Below]

CITY OF PROSSER

CITY OF BENTON CITY

By: Gary Vegar _____ Date
Mayor

By: Len Burton _____ Date
Mayor

Attest:

Attest:

Rachel Shaw, City Clerk

Stephanie Haug, City Clerk

Approved as to Form:

Approved as to Form:

Howard Saxton, Prosser City Attorney

Eric Ferguson, City Attorney for Benton City

BENTON COUNTY FIRE PROTECTION DISTRICTS 1, 2, AND 4

By: _____, Commission Chair
BCFPD #1


Attest: _____

Date: _____

By: _____ Commission Chair
BCFPD #2

Attest: _____

Date: _____


By: Gustaf Goodwin, Commission Chair
BCFPD #4

Attest: 
Fire Chief

Date: 03/21/2021