

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY
EMERGENCY MANAGEMENT, FRANKLIN COUNTY EMERGENCY MANAGEMENT,
AND KENNEWICK SCHOOL DISTRICT**

This Agreement is entered into by and between

**Benton County Emergency Management, a local organization formed
pursuant to [RCW 38.52.070](#) (herein "BCEM")
651 Truman Avenue
Richland, WA 99352**

and

**Franklin County Emergency Management, a local organization formed
pursuant to [RCW 38.52.070](#) (herein "FCEM")
1011 E. Ainsworth
Pasco, WA 99301**

and

**Kennewick School District #17, a Washington school district pursuant to
[RCW 28A.315.035](#): (herein "KSD")
1000 W 4th Ave.
Kennewick, WA 99336**

WITNESS THAT:

WHEREAS, BCEM and FCEM conduct a radiological emergency preparedness program for the purpose of assuring an appropriate response in the event of a radiological emergency involving the Columbia Generating Station commercial nuclear power plant operated by Energy Northwest; or from the Department of Energy's Hanford Site or a community-based radiological event; and,

WHEREAS, BCEM and FCEM wish to assure the availability of an Emergency Worker/Assistance Center (EWAC) for radiological monitoring and decontamination services for the public and emergency workers in the event of an emergency involving the release or potential release of radiation; and,

WHEREAS, KSD operates a public facility, Southridge High School, located at 3520 Southridge Boulevard, Kennewick, Washington and,

WHEREAS, RCW [38.52](#) authorizes BCEM and FCEM to enter into mutual aid and interlocal agreements for the provision of emergency aid with other political subdivisions and public entities such as KSD.

NOW, THEREFORE, in conclusion of covenants, conditions, performances and promises hereinafter contained the parties hereto agree as follows:

A. PURPOSE

The purpose of this Agreement is to establish a framework for assuring the availability of building space and facilities to include shower and lavatory facilities and access to vehicle parking areas near the Southridge gymnasium for purposes of operating an Emergency Worker/Assistance Center (EWAC) in the event of a radiological emergency involving the Columbia Generating Station commercial nuclear power plant operated by Energy Northwest or the Department of Energy's Hanford Site.

This agreement also will provide for the use of building space and facilities as referenced above for training drills and exercises to test the EWAC plans.

B. AUTHORIZATION

This Agreement is entered pursuant to [RCW 38.52.091](#), which authorizes each local organization for emergency management may, in collaboration with other public and private agencies within the state, develop or cause to be developed mutual aid arrangements for reciprocal emergency management aid and assistance in case of disaster too great to be dealt with unassisted.

C. RESPONSIBILITIES OF THE PARTIES

1. Responsibilities of Benton and Franklin County Emergency Management
 - a. BCEM or FCEM are responsible for notifying KSD of any declared emergency at the Columbia Generating Station commercial nuclear power plant, operated by Energy Northwest or at the Department of Energy's Hanford Site at or more severe than the ALERT EMERGENCY classification.
 - b. BCEM or FCEM shall be responsible for coordinating with KSD at least thirty (30) days in advance for use facilities for training drills or exercises.
 - c. BCEM and FCEM shall assist KSD in preparing and filing claims against the responsible party if Southridge High School experiences

property damage to their building(s), fixtures or equipment as a result of providing building space pursuant to this Agreement.

- d. BCEM and FCEM shall ensure that appropriate liability insurance is maintained for the errors and omissions of employees assigned to BCEM and FCEM.
- e. BCEM and FCEM shall have no additional responsibilities under this Agreement.

2. Responsibilities of Kennewick School District

- a. KSD is responsible for providing building space and facilities to include shower and lavatory facilities and access to vehicle parking areas near the gymnasium at Southridge High School to serve as an Emergency Worker/Assistance Center to receive and provide a space for members of the public or emergency workers who are evacuated and potentially contaminated in the event of a radiological emergency involving the Columbia Generating Station commercial nuclear power plant operated by Energy Northwest or the Department of Energy's Hanford Site.
- b. KSD is responsible for coordinating with BCEM or FCEM for use of facility for training drills and exercises.
- c. KSD shall maintain appropriate liability insurance for the errors and omissions of KSD employees.

D. ADMINISTRATION

Franklin County Emergency Management designates the Director to serve as the representative to administer this Agreement. Benton County Emergency Services designates the Benton County Emergency Manager as its representative to administer this Agreement. KSD designates the Superintendent or a designee, as its representative to administer this Agreement.

E. EFFECTIVE DATE

- 1. This Agreement shall be effect upon execution by the last party.
- 2. This Agreement shall continue in full force and effect unless terminated as provided herein.

3. This Agreement may be terminated on a date certain upon mutual agreement of all parties, or by any one party without cause with thirty (30) days' written notice.

F. INDEMNIFICATION

1. KSD and BCES and FCEM (which includes the County of Benton/Franklin and any municipalities located within Benton/Franklin County) each hereby releases and agrees to indemnify, hold harmless and defend the other, and its elected officials, officers, agents, employees, assigns or volunteers, on account of all damages or claims for damages, by whomsoever made and of any nature whatsoever, arising out of or in any manner connected with the sole negligence or intentional misconduct of the other, or its elected officials, officers, agents, employees, or volunteers.
2. KSD, BCCEM and FCEM acknowledge and agree that any liability of either BCCEM or FCEM is governed by RCW [38.52](#).

G. NONDISCRIMINATION

During the performance of this Agreement, all parties agree to comply with all applicable federal, state and local laws regarding nondiscrimination, and specifically agree not to discriminate against any employee, applicant for employment, or third-party beneficiary of this Agreement because of age, race, color, religion, creed, sex, national origin, marital status, disabled or veteran status, or the presence of any sensory, mental or physical handicap, or any other protected class.

H. ALL WRITINGS CONTAINED HEREIN

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

I. AMENDMENTS

All amendments to this Agreement must be approved and signed by the parties before the amendments shall become effective or binding upon the parties.

J. LEGAL REQUIREMENTS


1. All parties represent that they and their representatives who sign this Agreement are authorized to do so. The venue of any dispute hereunder shall

be in the Superior Court of Benton or Franklin County, Washington. The parties agree to be responsible for their own legal costs related to enforcement of this Agreement.

2. The parties agree to abide by all pertinent state and federal laws and regulations in the performance of their obligations hereunder.
3. The parties agree to meet all regulatory guidelines as well as all applicable accreditations and standards.
4. The parties agree that this Agreement is public, however, the parties will keep confidential and not reveal, unless otherwise obligated by federal or state law, any confidential information obtained while performing their obligations under this Agreement.
5. All notices required or otherwise called for under the terms of this Agreement, except for notification of an emergency under Section C.1.a. of this Agreement, shall be conveyed to the administrative offices of the other entity.


IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Kennewick School District

By 
Title Superintendent


Date 5/10/2022

Franklin County Emergency Management

By 
Title Director

Date 04/14/2022

Benton County Emergency Management

By 
Title Manager

Date 04/28/2022

Approved as to form:

By 
Heather Kintzley, Richland City Attorney

Date 4/28/2022

Approved as to form:

By 
Jennifer Johnson, Chief Civil Prosecuting Attorney
Franklin County

Date 4/13/22