

Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 05/26/2021	PREPARED BY: Liz Cupples
Meeting Date Requested: 06/01/2021	PRESENTED BY: Keith Johnson
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Third Restated BiPIN Interlocal Cooperation Agreement	
FISCAL IMPACT: \$10,000 annual base fee plus balance of annual budget is split 50/50 between law enforcement and jail management based on number of cases and bookings	
BACKGROUND: Benton and Franklin County, along with cities of Kennewick, Pasco and Richland first entered into an Interlocal Agreement in 1982 to jointly facilitate one regional criminal justice record management and information system. This agreement created the BiCounty Police Information Network "BI-PIN". Since then there were amendments in 1988, 1992, 1995 and 2003. The agreement was restated in 2009 and again in 2011, then amended in 2012 which added cities of Connell, West Richland and Prosser to Bi-PIN. Participating parties wish to rescind Resolution 2011-138 and restate agreement to set forth existing and future obligation and objectives of the parties which will account for possible new members and the obligations that would apply to new members.	
RECOMMENDATION: Approval of the third restated Interlocal Cooperation Agreement between the counties of Benton and Franklin and the cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser Police Information Network (PIN)	
COORDINATION: Liz Cupples, Information Services Director, Keith Johnson, County Administrator and Jen Johnson, Chief Civil Deputy Prosecuting Attorney, all of whom agree with this proposed action.	
ATTACHMENTS: (Documents you are submitting to the Board) Draft Resolution BiPIN Interlocal Agreement 2021	
HANDLING / ROUTING: (Once document is fully executed, it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf) Kennewick City Clerk Information Services (Copy)	

I certify the above information is accurate and complete.

Liz Cupples

Liz Cupples, IS Director

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND, WEST RICHLAND AND PROSSER FOR POLICE INFORMATION NETWORK (PIN), RESCINDING RESOLUTION 2011-138

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board of Commissioners hereby approves and authorizes the Chairman of the Board to sign the attached Interlocal Cooperation Agreement between the Counties of Benton and Franklin and the cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Franklin County Board of Commissioners hereby authorizes rescinding Resolution 2011-138

APPROVED this ____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chair

Attest:

Chair Pro Tem

Clerk to the Board

Member

After Recording Return to:
Kennewick City Clerk
P.O. Box 6108
Kennewick, WA 99336

THIRD RESTATED INTERLOCAL COOPERATION
AGREEMENT BETWEEN
THE COUNTIES OF BENTON AND FRANKLIN AND
THE CITIES OF CONNELL, KENNEWICK, PASCO,
RICHLAND, WEST RICHLAND AND PROSSER
(POLICE INFORMATION NETWORK)

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the joint exercise of a regional criminal justice record and information system promotes the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of the respective law enforcement agencies through crime analysis and investigative support functions; and

WHEREAS, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland first entered into an Interlocal Agreement in 1982 which created the BiCounty Police Information Network ("BI-PIN"); and

WHEREAS, the original BI-PIN Interlocal was amended in 1988, 1992, 1995, and 2003; and restated in 2009.

WHEREAS, the restated BI-PIN Interlocal was restated again in 2011 and amended in 2012; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Technology Division; and

WHEREAS, therefore the parties wish to rescind the existing BI-PIN Interlocal and enter into this second restated agreement to clearly set forth existing and future obligations and objectives of the parties hereto, and to account for possible new members and the obligations that would apply to new members;

NOW THEREFORE BE IT AGREED, in accordance with the provisions of RCW 39.34.030:

Section 1 — Formation and Purpose of BI-PIN. The Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser hereby establish the BiCounty Police Information Network ("BI-PIN"). Benton County, Franklin County, Kennewick, Pasco and Richland are the five charter agencies ("Charter Agencies") that have enhanced voting rights as set forth in this agreement. In order to assist the participating police and sheriff's departments in the deterrence and solution of criminal incidents, and in recognition of the high cost of technology and operation of information systems, the participating members are entering into this Interlocal agreement to continue to jointly utilize a common law enforcement and jail records management system for the following purposes:

- Increase access to local incident and want/warrant information.
- Enhance the sharing of information among the criminal justice agencies.
- Improve availability of operational and management information.
- Provide for increased responsiveness to crime analysis and investigative support functions.
- Reduce the need for redundant data entry and duplicate data files.
- Provide for improved protection against loss or destruction of criminal information files.

Section 2 — Organization of BI-PIN. In order to provide for the on-going administration of BI-PIN, the following organizational structure is adopted for the organization:

2.1 Executive Committee. The Executive Committee is composed of the City Managers, City Administrators, and County Administrators or their designee, as appropriate, from each of the member agencies and each shall be a voting member. A liaison from the Bi-County Police Chiefs and Sheriffs and from Benton County Emergency Services shall be ex officio, non-voting members.

A chairman shall be elected by the Executive Committee and will serve a five-year term with no limit as to the number of consecutive five-year terms that may be served. The Executive Committee will meet at least quarterly or more often as required. The committee will keep minutes of its meetings, and copies of these minutes shall go to all members of the committee.

It is the responsibility of the Executive Committee to set policies regarding all aspects of BI-PIN activities, approve contracts which shall be signed by the chairman, review the cost sharing methodology set forth in Section 5.3 annually as part of the budget, approve the proposed annual budget and work program, set the cost recovery for new BI-PIN members, and make final decisions on adoption of software applications and minimum hardware requirements for systems that are owned or operated by BI-PIN, or for systems owned by parties to this agreement that interface with BI-PIN.

2.2 Technical Committee. The technical committee is composed of the Information Systems Manager (or equivalent position) of each of the BI-PIN member agencies and Benton County Emergency

Services. The Operating Jurisdiction's IT Manager will chair the Technical Committee. The Technical Committee will provide recommendations through the Operating Jurisdiction to the Executive Committee on technical decisions that affect the BI-PIN system. The Technical Committee will meet on an as-needed basis.

2.3 BI-PIN User Change Control Board. The BI-PIN User Change Control Board shall be comprised of representatives of each law enforcement agency from member jurisdictions and a representative from Benton County Emergency Services. This Board shall be responsible for evaluating proposed system changes, recommending software development priorities, actively participating in system selection activities to procure the most appropriate system to meet their respective requirements, and resolving any operational problems to ensure successful joint operation of the system. The IT Manager or delegate of the Operating Jurisdiction shall chair this board.

Section 3 — Operational Responsibility. The City of Kennewick shall be designated the BI-PIN Operating Jurisdiction. The Operating Jurisdiction is solely and completely responsible for operating BI-PIN. The rules, regulations and ordinances of the Operating Jurisdiction, unless otherwise specifically provided for, apply to BI-PIN at all times. Employees supporting BI-PIN are employees of the Operating Jurisdiction. Support personnel for the BI-PIN system software shall be dedicated to the support of the BI-PIN system and any and all costs associated with those employees shall be borne by BI-PIN as a whole. The Operating Jurisdiction will provide all necessary support services for the operation of BI-PIN such as executing contracts on behalf of BI-PIN as approved by the Executive Committee, accounting, legal services, risk management and information technology services. The Operating Jurisdiction is entitled to collect an overhead rate for the performance of its duties, the cost of which shall be included in the BI-PIN Operating Budget. The parties to this Interlocal Agreement acknowledge that by entering into this agreement they authorize the Operating Jurisdiction and BI-PIN, acting through the Executive Committee, to execute a separate Agreement defining the services and responsibilities of both parties.

Section 4 — Ownership of Assets. Ownership interests in property, equipment, or funds acquired by or through BI-PIN shall be shared by all member agencies in proportion to a 3-yr rolling average percentage allocation of each party's contributions.

BI-PIN is responsible for maintenance and upgrades for their software modules & supporting environment. BI-PIN is not responsible for the maintenance and upgrade of BCES or any specific agency owned modules or interfaces.

Section 5 — Participation in BI-PIN. Recognizing that BI-PIN member agencies benefit from the participation of all local jurisdictions, BI-PIN wants to promote and encourage inclusion of all agencies interested in joining BI-PIN. To facilitate this effort, BI-PIN has adopted the following policies regarding joining and membership of additional local agencies in the BI-PIN local governmental agency:

5.1 Adding Members by Addendum. When the BI-PIN Executive Committee decides by majority vote to grant membership to a new jurisdiction, the new member agency shall become a member of BI-PIN upon satisfaction of the buy-in and software/infrastructure obligations, and upon execution of an

addendum to this agreement signed by the Executive Committee Chair and the Mayor or Chairperson of the joining jurisdiction.

5.2 Membership Buy-In.

- Participation in BI-PIN by new member agencies will require a majority vote by the BIPIN Executive Committee.
- Buy-in of membership to the BI-PIN interlocal agency will be based on a per-capita fee. The fee will be set at \$3.52 per capita beginning in 2020 and inflated using the Seattle CPI-U factor to increase the per capita fee to reflect the time value of money for any future buy-ins.
- The BI-PIN Executive Committee will set minimum requirements for hardware and connectivity based on the recommendations of the Technical Committee. Any system that interfaces with the BI-PIN system will require Technical Committee review and appropriate recommendation to the Executive Committee for final approval.
- All hardware and connectivity costs associated with participation in BI-PIN will be born by the appropriate agency.

5.3 Operations Cost Sharing Formula.

The formula for distribution of BI-PIN's operations costs will be distributed in the following method.

- The total amount to be allocated annually will be determined by taking total Expenditures less any outside Revenue sources. Outside Revenue sources include Non-Member Fees and Interest Earnings.
- Each member agency will be assessed an annual base fee of \$10,000. The base contributions will be deducted from the remaining budget amount to be allocated.
- The balance of the annual budget will be split 50/50 between law enforcement and jail management based on number of cases for law enforcement agencies and number of jail bookings for jail agencies.

5.4 Voting power of member agencies. All matters to be decided by the Executive Committee shall be determined by simple majority of votes cast by member agencies present after a quorum is called; provided, however, any vote shall also require approval of at least four of the five Charter Agencies. A quorum requires a simple majority of member agencies as well as 4 of the 5 Charter Agencies to be present. The five charter agencies are Benton County, Franklin County, Kennewick, Pasco and Richland. All five Charter Agencies are authorized to cast two votes each and all other member agencies are authorized to cast one vote each.

Section 6 — Withdrawal (Replacement). Any member agency may withdraw from this agreement and membership in BI-PIN by serving a notice of withdrawal upon all members of BI-PIN. This notice shall be given at least one year in advance of the date of withdrawal. Membership shall terminate on the last day of the calendar year. Upon withdrawal from membership, the member agency shall receive no further distribution of income proceeds and all software must be uninstalled by the withdrawing agency. The withdrawing member shall pay its pro-rata share of any outstanding obligations incurred up to the effective date of withdrawal under the formula outlined in section 5.3 of this agreement. The withdrawing member(s) shall be provided with all outstanding obligations within 45 days of the

effective date of withdrawal. Upon such receipt, the withdrawing member(s) shall pay all outstanding obligations within 45 days of receipt. The outstanding contribution(s) shall include all amounts due to BI-PN and any cost directly associated with the member's withdrawal.

Section 7 — Termination of Agreement. This agreement may be terminated upon a resolution to terminate this agreement. Such resolution shall require approval of at least four of the five Charter Agencies. Upon adoption of a resolution to terminate this agreement, the effective date of termination shall be determined by a simple majority of all votes cast. However, in no event shall the termination date be more than one hundred and eighty days (180) from the date of the resolution. After the effective date of termination, the activities of BI-PIN shall cease and no further business shall be conducted nor shall any financial obligations be incurred. In the event of termination of this agreement, each member agency shall be responsible for its pro-rata share of any remaining costs or penalties under the formula outlined in section 5.3 of this agreement. In the event of termination, BI-PIN shall immediately provide notice of termination to each known creditor and party in which BIPIN has a contractual relationship. All parties to this agreement shall be obligated to participate in the winding-up of BI-PIN-related activities which shall include: collection of any outstanding payables, the payment of any outstanding obligations, satisfaction of any and all contractual obligations, and the distribution of assets. To the extent legally permissible and upon written request, the Operating Jurisdiction shall provide a copy of any or all data belonging to BI-PIN to any requesting member agency on the most feasible medium in return for the actual cost of such copy. Any remaining assets owned by BI-PIN prior to termination will be distributed back to the member agencies based on their pro-rata share in BI-PIN as outlined in the cost allocation methodologies in the BIPIN Policies. In the event of termination, an existing member or members may negotiate for the acquisition of software, data, and other information specific to that member or member's jurisdiction to the extent permitted by the terms of any applicable software licensing agreements. Nothing shall prevent the parties from negotiating the release of software, data, or other information that is specific to one member.

Section 8 — Security of Data. Each member agency shall safeguard, by appropriate means, the confidentiality of the information contained in the BI-PIN system. Additionally, each member agency shall maintain network security that meets FBI and industry standards for any network that may interact with the Operating Jurisdiction's network.

Each member agency will protect access with specific sign-on controls and procedures as developed by the BI-PIN Technical Advisory Committee with the approval of the Executive Committee. The Operating Jurisdiction is responsible for maintaining the security of the BI-PIN network based on FBI and industry standards.

Section 9 — Liability Coverage. Each member agency shall be solely responsible for its own wrongful or negligent conduct. Each member agency promises to indemnify and hold harmless and release all other member agency 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 member agencies 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 member agency to exercise any right, defense, or remedy which a member agency 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 member 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.

Section 10 — Term of Agreement. This agreement shall become effective upon the execution of this agreement by all the parties identified above. Once effective, this second restated agreement shall run to December 31, 2025 and shall continue thereafter for successive five year periods, unless a member requests a revision of the agreement by giving notice in writing to all other members at least 180 days before the expiration date of the agreement; such requested revision must be approved by each member agency as an amendment pursuant to section 12 below.

Section 11 — Recordkeeping. The Operating Jurisdiction shall be responsible for maintaining accurate records including accurate records of expenditures made during the year and the purpose they were made. On an annual basis, the Operating Jurisdiction shall provide the member agencies with an operating and financial report.

Section 12 — Entire Agreement. This agreement contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements, including all prior BI-PIN Interlocal Agreements and amendments. This agreement may be altered or modified only in writing signed by the parties hereto.

IN WITNESS THEREOF, the parties have set their hands this _____ day of _____, 2021.

Signature pages to follow.

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 1

CITY OF KENNEWICK

Marie E. Mosley
City Manager

ATTEST:

Terri L. Wright
City Clerk

APPROVED AS TO FORM:

Lisa Beaton
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 2

CITY OF RICHLAND

Jon Amundson
Interim City Manager

ATTEST:

Jennifer Rogers
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 3

CITY OF PASCO

David Zabell
City Manager

ATTEST:

Debra C. Barham
City Clerk

APPROVED AS TO FORM:

Kerr Ferguson Law, PLLC
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 4

COUNTY OF BENTON

Jerome Delvin
Chairman

ATTEST:

Cami McKenzie
Clerk of the Board

APPROVED AS TO FORM:

Ryan K. Brown
Deputy Prosecuting Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 5


COUNTY OF FRANKLIN

Clint Didier
Chairman

ATTEST:

Karin Milham
Clerk of the Board

APPROVED AS TO FORM:



Jennifer Johnson
Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 6

CITY OF CONNELL

Lee Barrow
Mayor

ATTEST:

Marissa Ortiz
City Clerk

APPROVED AS TO FORM:

Dan Hultgrenn
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 7

CITY OF PROSSER

Randy Taylor
Mayor

ATTEST:

Rachel Shaw
City Clerk

APPROVED AS TO FORM:

Howard Saxton
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK,
PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION
NETWORK)

SIGNATURE PAGE 8

CITY OF WEST RICHLAND

Brent Gerry
Mayor

ATTEST:

Stephanie Haug
City Clerk

APPROVED AS TO FORM:

Bronson J. Brown
City Attorney