

CONTRACT NO. 27A-16

FILED FOR RECORD AT REQUEST OF:
City of Pasco, Washington

WHEN RECORDED RETURN TO:
City of Pasco
525 North 3rd
Pasco WA 99301

INTERLOCAL COOPERATIVE AGREEMENT
Between
CITIES OF PASCO, RICHLAND, AND KENNEWICK WASHINGTON
For
CREATION AND OPERATION OF
TRI-CITIES ANIMAL CONTROL AUTHORITY

THIS INTERLOCAL COOPERATIVE AGREEMENT, is made and entered into this 20th day of December 2016, pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the City of Pasco, a municipal corporation of the State of Washington, hereinafter referred to as "Pasco", the City of Kennewick, a municipal corporation of the State of Washington, hereinafter referred to as "Kennewick," and the City of Richland, a municipal corporation of the State of Washington, hereinafter referred to as the "Richland," and collectively referred to as "Cities" or "Participating Jurisdictions."

WHEREAS, the Cities are, pursuant to Chapter 39.34 RCW the Interlocal Cooperation Act, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Cities, and;

WHEREAS, the Cities, by their respective City Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most efficient and effective for the Cities; and

WHEREAS, the Cities agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. Purpose.

A) To establish and maintain the Tri-City Animal Control Authority (ACA) created by Interlocal Cooperative Agreement to provide for animal control services among the Participating Jurisdictions and potential service subscribers.

B) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current ACA.

C) To provide for a Management Committee to determine the best manner in which to provide animal control services, including contracting with independent contractor(s) or a member entity for the provision of some or all of the animal control services required for the purpose of sharing the services and responsibilities among the Cities in the most efficient manner.

D) To select and empower Pasco to serve as the Operating Jurisdiction for the day to day management of animal control services, including providing, if necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.

E) To provide a method for the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.

F) To achieve equitable cost sharing for each of the Cities for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying the efficiencies of scale resulting from a unified service to the combined territorial jurisdictions of the Cities.

G) To preserve to each of the Cities the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

H) To provide for efficient and effective animal control services for the citizens of the Cities.

2. Definitions. For the purpose of this Agreement, the following definitions shall apply:

A) "Base Costs" shall mean the management, operating and capital improvement costs or revenues, classified as "base costs" in Exhibit A,

associated with providing animal control services which would be present regardless of the amount of service provided over time.

B) “Capital Improvement Cost” shall mean the costs associated with the major maintenance and improvement of animal control authority capital assets including its fleet, facilities and site.

C) “Cities” or “Participating Jurisdictions” shall mean the cities of Pasco, Kennewick, and Richland, Washington, and any other municipal corporation, which upon payment of a capital contribution for the Facility is added as a Participating Jurisdiction as provided in Section 4.

D) “Management Costs” shall mean the costs associated with management and administration of animal control services, including physical facility expenses, by the operating jurisdiction.

E) “Operating Costs” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of animal control services and programs.

F) “Operating Jurisdiction” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement, more particularly stated in Section 3.B below. The initial Operating Jurisdiction shall be the City of Pasco.

G) “Service Contractor” shall mean a Participating Jurisdiction or a qualified third-party independent contractor selected to provide day-to-day animal control services and the physical implementation of the animal control plan.

H) “Subscriber” shall mean any municipal jurisdiction or other entity other than a Participation Jurisdiction, which by contract, receives some or all ACA services.

I) “Usage Costs” shall mean the management, operating and capital improvement costs or revenues, classified as “usage costs” in Exhibit A, associated with providing animal control services which vary by the amount of service provided over time.

3. **Administration.** Administration of the ACA shall be conducted in the following manner:

A) **Management Committee.** The City Manager or their designee from each of the Participating Jurisdictions shall constitute the Management

Committee (Committee). The Committee shall meet not less than once per calendar quarter as necessary to accomplish the purposes of this Interlocal Cooperative Agreement. The Committee shall be responsible for preparing a plan for animal control services, subject to approval by the council of the Cities, for providing animal control services within the total combined jurisdictional territory of the Cities and any subscriber's jurisdictional territory. The City Manager of Pasco or their designee, as the representative of the Operating Jurisdiction, shall serve as the Chair of the Committee. The Committee shall:

- 1) Be responsible for establishing policies for implementation of the Animal Control Plan adopted by the Cities.
- 2) Approve and execute contracts for services necessary for the implementation of the Animal Control Plan.
- 3) Develop a proposed annual budget for presentation to each of the Cities for their approval for each calendar year during the term of this Agreement.
- 4) Provide reports of the activities and progress of the Animal Control Plan to each of the Cities at least annually during the term of this Agreement.
- 5) Provide a venue for dispute resolution among participants in the Animal Control Plan.
- 6) Provide such administrative assistance, expertise, and direction as is necessary for the successful implementation of the plan.
- 7) Secure such services as are necessary for the implementation of the Animal Control Plan.

B) Operating Jurisdiction.

1) Appointment. Pasco shall be designated as the Operating Jurisdiction for the Tri-City Animal Control Authority unless otherwise designated by unanimous written consent of the Participating Jurisdictions.

2) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

(a) The day-to-day operations of the Animal Control Services, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

(b) All service contractors, providers, resources, and facilities necessary for the implementation of the Animal Control Plan shall be provided by or managed by the Operating Jurisdiction.

(c) The Operating Jurisdiction shall provide all necessary support services for the implementation of the Animal Control Plan, including but not limited to accounting, legal services, records management, risk management, and personnel management.

(d) The Operating Jurisdiction will manage all contracts with any service contractors or other entities for services performed under the Animal Control Plan and prepare and administer all rules and regulations.

(e) The Operating Jurisdiction shall implement policies adopted by the Committee and issue periodical reports to the Committee on the implementation of the Animal Control Plan.

(f) Maintain a separate fund for the receipt of funds from the Cities and for the payment of expenses for the ACA.

(g) Maintain records on ACA-owned equipment and inventory, including vehicle maintenance and replacement accounting.

(h) Schedule periodic meetings of the ACA.

(i) Retain records related to the ACA pursuant to the State's retention schedule(s) and respond in a lawful manner to all public records requests seeking ACA related records.

3) Compensation. An estimated budget for performing the services of the Operating Jurisdiction shall be calculated on an annual basis. The cost-sharing method outlined in Section 7 of this Agreement shall determine the percentage allocation of the total cost to each of the Participating Jurisdictions. Each year, the annual budget and compensation due to the Operating Jurisdiction by each of the other

Participating Jurisdictions shall be determined by the Committee prior to September 1 of the prior year. Any extraordinary or unanticipated cumulative expenses that may exceed the annual budget, must be approved by unanimous written consent of the Participating Jurisdictions. Each of the Participating Jurisdictions, other than Pasco, shall be responsible for payment of their pro-rata share of the compensation for the Operating Jurisdiction. As the Operating Jurisdiction, Pasco shall bill each of the other Participating Jurisdiction monthly, in conjunction with the billing for the monthly animal control contractor payments, that Participating Jurisdiction's share of the annual compensation.

4. Admission of New Participating Jurisdictions and Subscribers.

A) Process for Adding New Participating Jurisdictions. Upon receipt of a written request by a jurisdiction to join as a Participating Jurisdiction in the ACA, the Committee may, upon unanimous approval, admit the applicant as a Participating Jurisdiction subject to determination of its proportionate share of facilities capital contribution, and of its operating costs which will be included in a written Addendum to this Agreement.

B) Subscriber. Upon receipt of a written request by a jurisdiction or other entity to receive a portion or all of ACA's services for a contract fee, the amount and scope of such services will be included in a written Agreement.

5. Service Contractor. A service contractor shall be selected by the unanimous approval of the Committee to provide animal control services and implement and perform the Animal Control Plan. The services of the service contractor shall be managed by the Operating Jurisdiction pursuant to the terms of an Agreement negotiated between the ACA and the service contractor.

6. Animal Control Plan Basic Services. The Animal Control Plan as developed by the Committee and approved by the legislative body of each Participating Jurisdiction, shall provide a base level of services for each of the Participating Jurisdictions:

A) Shelter and holding of stray and owner surrender animals.

B) Enforcement of animal control ordinances of Participating Jurisdictions.

C) Cooperation with police departments and licensing programs of Participating Jurisdictions.

- D) Animal Control Authority sponsored or provided programs to provide for or further adoption of stray or owner surrender animals and control the size of such animal populations
- E) Regulation and apprehension of vicious or dangerous animals.
- F) Removal of dead animals from the public right-of-way.
- G) Apprehension of stray animals.
- H) Impounding and boarding of apprehended animals.
- I) Euthanasia of unclaimed animals.
- J) Disposal of animal remains.
- K) Owner notification of found animals and identi-code retrievals.

The level of the above-enumerated Animal Control Services together with the method and manner of the delivery of such services shall be delineated in the Animal Control Plan. The Participating Jurisdictions may modify the scope of the base level of services by mutual agreement.

Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan, from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

7. Cost Sharing Assessment and Reimbursement. The Operating Jurisdiction shall submit an annual budget on or before August 15 of each year, of expenses for Animal Control Services for approval by the Committee. Subscriber fees shall be included in the proposed budget. Each Participating Jurisdiction shall maintain by ordinance or regulation its own rates and charges for compliance with their respective animal codes and fines and forfeitures for its enforcement within its territorial jurisdiction. All revenues derived therefrom shall be solely the revenues of that Participating Jurisdiction. The specific fund necessary for the implementation of this Agreement shall be maintained at the Operating Jurisdiction and shall be designated the "Tri-City Animal Control Operating Fund."

- A) Capital Improvement Cost Sharing. Costs for capital improvements approved by the Participating Jurisdictions, shall be shared

equally among the Participating Jurisdictions. The Operating Jurisdiction shall bill the Participating Jurisdictions on behalf of the ACA.

B) Operating Cost Sharing. The cost of animal control authority operations including physical facility, maintenance and operating costs, administrative costs, management costs, and program costs, shall be shared among the ACA facility Participating Jurisdictions and subscribers to animal control authority services. Operating costs shall be classified as either base costs or usage costs according to the cost classification system established and periodically amended by the Committee in Exhibit A to this Agreement. The annual operating cost sharing formula established in subsection D) below of this section shall be used by the Operating Jurisdiction to bill the Participating Jurisdictions and subscribers monthly.

C) ACA Budget. The Committee shall adopt a budget annually. Incident to budget approval shall be the ability to reclassify the distribution of costs as identified in Exhibit A. The budget shall encompass all ACA facility, program and administrative costs. The budget and annual cost sharing formula to be applied to the budget, shall be submitted as approved by the Committee, to Participating Jurisdictions and subscribers by September 15 of each year.

D) Annual Operating Cost Sharing Formula. The costs included in Exhibit A to this Agreement will be shared initially among the Participating Jurisdictions of the ACA facility based on a two-part formula. The first part of the formula covers base costs and the second part covers usage costs. Initially, the base cost and usage cost share for each Participating Jurisdiction will be added together to establish the total cost share for each Participating Jurisdiction.

1) Base costs will be shared equally among the Participating Jurisdictions. The initial three (3) Participating Jurisdictions would share base costs on a one-third basis.

2) Usage costs will be shared proportionately among the Participating Jurisdictions based on the intake of animals. Animal intake shall be determined on the basis of a five-year average of annual data (January 1 to December 31) and shall include all types and breeds of animals. A rolling five years of annual data available at the time that the Committee submits its budget and collected and reported by the ACA shall be used for this purpose.

3) Additional contract services as provided for in Section 6 of this Agreement, shall be included in the budget and will be paid in full by the contracting jurisdiction.

4) Beginning January 1, 2017 the ACA shall collect and report monthly data on calls for service from each jurisdiction receiving services from the ACA. Calls for service will be defined and data shall be reported in a manner and format approved by the Committee.

5) Beginning with the 2023 annual ACA budget, the Committee shall modify the usage cost sharing portion of the formula to be applied in 2023 by averaging five running years of annual data for calls for service and animal intake for each Participating Jurisdiction. Equal weight will be given in the formula to intake and calls for service. The base cost sharing formula shall remain the same. The application of the base and usage cost formula and its calculation shall be submitted with each budget.

E) Change in Cost Sharing Formula Due to Addition or Deletion of Participating Jurisdictions or Subscribers. The cost sharing formula will be modified when Participating Jurisdiction or subscribers to ACA services are added or deleted from ACA agreements. Participating Jurisdictions would continue to share facility operating costs and base costs in equal shares determined by dividing total facility operating and base costs by the number of Participating Jurisdictions.

Usage costs would continue to be shared based on the proportional usage of all Participating Jurisdictions and subscribers. Until 2023 the usage cost formula based on animal intake in subsection D)5) above would apply, in 2023 and thereafter the cost sharing formula based on a combination of animal intake and calls for service in subsection D)2) above would apply. Additional Participating Jurisdictions or subscriber's usage cost share would be determined according to annual data available at the time, which may initially be an estimate, followed by one year of data building over five years to a five-year average.

8. Integration, Modification and Severability. The Participating Jurisdictions agree that except for (a) the Personal Services Agreement with the service contractor; (b) annual budgets as submitted by the Committee including any reassignment of the allocation of costs as provided in Exhibit A; and (c) the *Interlocal Agreement Between the Cities of Pasco, Kennewick and Richland for the Construction of an Animal Control Authority Facility*, this Agreement is the complete expression of the terms hereto and any prior written or verbal representations or understandings not incorporated herein are excluded. This Agreement may be modified, amended, or terminated only upon written agreement upon unanimous approval of the Participating Jurisdictions. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not

affect any other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application., and such provisions shall be deemed modified to secure such invalidity. To this end, the terms and conditions of this Agreement are declared severable.

9. Operating Jurisdictional Insurance Requirements. The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors. Any waiver by any party hereto with regard to any of its rights hereunder shall be in writing and shall not constitute or act as a waiver to any future rights which such party might have hereunder.

A) Minimum Insurance Requirements. The Operating Jurisdiction shall obtain insurance of the types described below:

1) Automobile Liability insurance covering all Participating Jurisdiction, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01. Non-operating jurisdictions shall be named as an insured under the Operating Jurisdiction's Commercial General Liability insurance policy with respect for the work performed for the Cities using ISO Additional Insured endorsement CG 20 10 10 01 or substitute endorsements providing equivalent coverage.

3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B) Minimum Amounts of Insurance. The Operating Jurisdiction shall maintain the following insurance limits:

1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C) Other Insurance Provisions. The insurance policies are to

contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1) The Operating Jurisdiction insurance coverage shall be primary insurance in respect to the non-operating jurisdictions. Any insurance, self-insurance, or insurance pool coverage maintained by the non-operating jurisdictions shall be excess of the Operating Jurisdictions insurance.

2) The Operating Jurisdictions insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D) Acceptability of Insurers. Insurance is to be placed with insurers with a current (at time of placement) A.M. best rating of not less than A: VII.

E) Verification of Coverage. The Operating Jurisdiction shall furnish the Participating Jurisdictions with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Operating Jurisdiction before commencement of the work.

F) Participation in a Governmental Self-Insured Risk Pool, Washington Cities Insurance Authority (WCIA) shall satisfy all conditions set forth in Section 9 of this Agreement.

10. Operating Jurisdiction Indemnification/Hold Harmless. The Operating Jurisdiction shall defend, indemnify, and hold the other Participating jurisdictions, their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the non-operating jurisdictions.

11. Service Contractors Insurance Requirements. Any service contractors providing all or a portion of Animal Control Services under the Animal Control Plan shall procure and maintain commercial general liability (CGL) insurance naming the Participating Jurisdictions as additional insured's with coverage limits no less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate for bodily injury and property damage applicable to all activities performed under the terms of this Agreement and/or the Animal Control Plan.

12. Service Contractors Indemnification/Hold Harmless. Any service contractors providing all or a portion of Animal Control Services under the Animal

Control Plan shall defend, indemnify, and hold harmless the Participating Jurisdictions, their officers, officials, employees, and volunteers from and an all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement and all other Agreements governing the Animal Control Plan, except for injuries and damages caused by the sole negligence of any of the Participating Jurisdictions.

13. Term of Agreement and Termination. This Agreement shall become effective upon acceptance and occupancy of Phase I of the Animal Control Authority Facility, and shall expire on December 31, 2027. This Agreement will automatically renew in five year increments unless any Participating Jurisdiction gives written notice of its intent to withdraw from this Agreement, at least twenty-four (24) months prior to the date of withdrawal. Upon notice of withdrawal by any of the Participating Jurisdictions, the remaining Participating Jurisdictions may elect to continue participation in this Interlocal Cooperative Agreement or to terminate this Agreement. Withdrawal of a Participating Jurisdiction in any calendar year other than as provided above, shall not entitle the withdrawing Participating Jurisdiction to a reduction or refund with respect to the funds budgeted for or otherwise committed for the remaining term up to the effective date of the withdrawal.

14. Facilities Maintenance and Operation. Upon acceptance and occupancy of the Animal Control Authority Facility, the terms of this Agreement shall govern the use, maintenance and operation of the facility. The Facility shall immediately be made available for use by the ACA and all third-party contractors for services to the ACA. Rental of any portions of the Facility not occupied by ACA, or its third-party contractor, may be available for sublet and on such terms as approved by the Committee with the rental proceeds being applied against the cost of maintenance of the facility.

15. Disposition of Property. In the event of termination of the ACA; failure of any party to adopt an Animal Control Plan as provided in this Agreement; or in the event a party gives notice of intent to withdraw, the remaining parties may elect to continue participation in this Agreement, or to terminate this Agreement. On such event, the Parties shall determine a fair market value of the facility by an MAI qualified appraiser selected by a majority vote of the Committee. Such selected appraiser shall provide the appraised value to the Committee of the ACA within sixty (60) days of the Committee's authorization to proceed with withdrawal of a party or termination of the ACA. The remaining parties may continue by purchase of the withdrawing party or parties' interest in the facility. In the event of termination, the facility shall be placed for sale subject to a first right of purchase by Pasco for fair market value exercised by giving written notice within sixty (60) days of the date the property is offered for sale and closed within ninety (90) days thereafter; or the right of first refusal equal to any offer received by a bona fide third-party purchaser exercised by written notice within thirty (30) days of the Committee's acceptance of a bona fide third-party offer, and

closed within ninety (90) days thereafter. In the event the facility is placed for sale and Pasco does not exercise its right of first purchase nor any bona fide third party offers to purchase have been received, the property shall be disposed by mutual agreement of the parties with each party bearing an equal portion of the costs to maintain the property pending disposition.

16. **Inspection of Records.** The records and documents with respect to all matters covered by this Interlocal Cooperative Agreement shall be subject to inspection, review or audit by any Participating Jurisdiction during any term of this Agreement and for three (3) years after its termination.

17. **Filing.** As provided by RCW 39.34.040, prior to its entry in force, this Agreement shall be filed with the respective City Clerk, the County Auditors for Benton and Franklin Counties, or alternatively posted on the Participating Jurisdiction's website or other electronically retrievable public source.

18. **Amendments.** This Agreement may only be amended by written agreement of all the undersigned Participating Jurisdiction.

19. **General Provisions.**

A) For the purpose of this Agreement, time is of the essence.

B) **Dispute Resolution.** In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the City Managers, or their designees, shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington.

C) **Interlocal Agreement.** It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property other than as specifically provided within the terms of this Agreement. The City Manager, or his designee, for the City of Pasco shall be designated as the Administrator of this Interlocal Agreement.

D) **No Waiver.** Any waiver by any party hereto with regard to any of its rights hereunder, shall be in writing and shall not constitute nor act as a waiver for any future rights in which such party may have hereunder.

20. **Notices.** Written notice shall be directed to the parties as follows:

City of Pasco
Attn: Dave Zabell, City Manager
PO Box 293
Pasco, WA 99301

City of Kennewick
Attn: Marie Mosley, City Manager
PO Box 6108
Kennewick, WA 99336

City of Richland
Attn: Cindy Reents, City Manager
PO Box 190
Richland, WA 99352

IN WITNESS WHEREOF, the undersigned having full authorization on behalf of the parties, have executed this Agreement on the year and date set forth above.

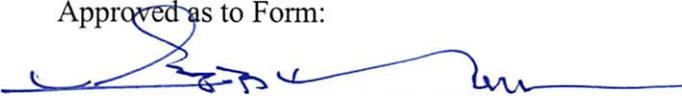
CITY OF PASCO, WASHINGTON



Matt Watkins, Mayor

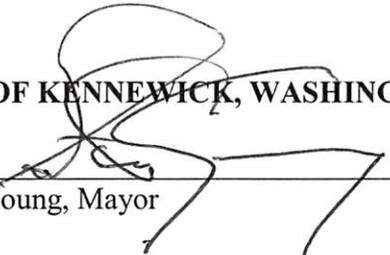
Attest:


Debbie Clark, City Clerk

Approved as to Form:


Leland B. Kerr, City Attorney

CITY OF KENNEWICK, WASHINGTON



Steve Young, Mayor

Attest:



Terri L. Wright, City Clerk

Approved as to Form:



Lisa Beaton, City Attorney

CITY OF RICHLAND, WASHINGTON



Robert Thompson, Mayor

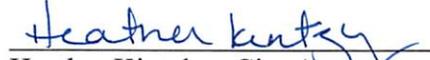
CPrents, CM

Attest:



Marcia Hopkins, City Clerk

Approved as to Form:



Heather Kintzley, City Attorney

STATE OF WASHINGTON)
: ss.
County of Franklin)

On this day personally appeared before me Matt Watkins, Mayor of the City of Pasco, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of December, 2016.



Sandy L Kenworthy
NOTARY PUBLIC in and for the State of Washington
Residing at: Pasco
My Commission Expires: 8/7/19

STATE OF WASHINGTON)
: ss.
County of Benton)

On this day personally appeared before me Steve Young, Mayor of the City of Kennewick, to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of December, 2016.



Jacquelyn L Aman
NOTARY PUBLIC in and for the State of Washington
Residing at: Kennewick
My Commission Expires: 8/1/17

ACA Operating Agreement

Exhibit A

(Note: Contracts for additional services beyond basic services are paid for by the contracting party and included in the budget as such)

	Distribution Method	
	Base	Usage
Administrative and Operating Cost Allocation		
Operating Jurisdiction Compensation		
Administrative Oversight	X	
Contract Administration and Records	X	
Accounting/Billing	X	
Staffing Salary and Benefits		
Administration		
Shelter Director	X	
Administrative Assistant	X	
Animal Control Enforcement Staffing	First 3 FTE	All other FTE
Animal Intake and Customer Service Staffing	X	
Animal Care and Kennel Care Staffing		X
Operating Costs		
Staff - Uniforms, communication, training	First 3 FTE	All other FTE
Animals - Food, medication, hygiene supplies, medical supplies, handling supplies		X
Office - office supplies, computers, business license	X	
Facility Cleaning		X
Vehicles -- gas, oil, minor repair	First three	All other
Programs -- traps, advertising, software		X
Insurance -- Vehicle, Liability and Facility	X	
Professional Services		
Veternarian		X
Legal		X
Answering Service		X
Cremation Services		X
Vehicle Repair and Maintenance		X
Other		X
Facility Costs		
Utilities, Internet and Garbage	X	
Building and Systems Repair and Maintenance	X	
Grounds Repair and Maintenance	X	

Revenue			
Facility operations revenue	X		
Investment interest	X		
Subscriber fees	X		
Assets			
Cash Balance	X		
Reserves for replacement	X		
Facility	X		
Real Property	X		
Furnishings including modular animal housing	X		
Vehicles	X		
Equipment	X		

ACA Operating Agreement Exhibit B

Example of annual cost sharing for three owner jurisdictions:

1. Base Costs are divided equally.

Example base cost formula and its calculation

Kennewick – one third

Pasco – one third

Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 39.4%

Pasco – 44.7%

Richland – 15.9%

	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (39.4% X \$600,000 = \$236,400).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$236,400 in usage costs then total cost would be \$336,400. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owners in 2022

1. Base costs would continue to be divided based on each owner paying one third.
2. Usage Costs are divided proportionately based on TWO FACTORS an average of the last five full years of animal intake data and an average of the last full five years of calls for service.

Example of usage cost formula and its calculation

Kennewick – 38.0% (Intake 39.4 plus Calls 36.8 divided by 2 = 38%)

Pasco – 43.3% (Intake 44.7 plus Calls 41.8 divided by 2 = 43.3%)

Richland – 18.7% (Intake 15.9 plus Calls 21.4 divided by 2 = 18.7%)

INTAKE	2017	2018	2019	2020	2021	5 Year Average	Proportion
Richland	709	587	614	449	341	540	15.9%
Kennewick	1686	1566	1452	1007	967	1335.6	39.4%
Pasco	1728	1711	1683	1351	1093	1513.2	44.7%
Total Intake	4123	3864	3749	2807	2401	3388.8	100.0%

CALLS	2017	2018	2019	2020	2021	5 Year Average	Proportion
Kennewick	1505	1620	1548	1591	1661	1585	36.8%
Pasco	1755	1642	1806	1856	1938	1800	41.8%
Richland	877	752	959	985.7	1029	921	21.4%
Total Calls	4144	4029	4300	4420	4615	4302	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (38% X \$600,000 = \$228,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example if base cost was \$100,000 plus \$228,000 in usage costs then total cost would be \$328,000. It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

Example of annual cost sharing for three owner jurisdictions and two subscribers

1. Base Costs are divided equally among owners.

Example base cost formula and its calculation

Kennewick – one third
 Pasco – one third
 Richland – one third

If total annual base costs were \$300,000 then each owner would pay one third per year (\$300,000 / 3 = \$100,000).

2. Usage Costs are divided proportionately among participants based on an average of the last five full years of animal intake data.

Example of usage cost formula and its calculation

Kennewick – 34%
 Pasco – 38.5%
 Richland – 13.8%
 Subscriber A – 3.1%
 Subscriber B – 10.6%

INTAKE	2010	2011	2012	2013	2014	5 Year Average	Proportion
Richland	709	587	614	449	341	540	13.8%
Kennewick	1686	1566	1452	1007	967	1335.6	34.0%
Pasco	1728	1711	1683	1351	1093	1513.2	38.5%
Subscriber A	100	125	130	120	135	122	3.1%
Subscriber B	450	425	390	400	410	415	10.6%
Total Intake	4673	4414	4269	3327	2946	3925.8	100.0%

If total annual usage costs were \$600,000 then each participant would pay their proportion of the cost. Participant proportion X total usage costs = participants share of annual cost (34% X \$600,000 = \$204,000).

3. Total Cost

Each owner would pay their base costs (one third) plus their usage cost (proportional cost) per year. For example, if base cost was \$100,000 plus \$204,000 in usage costs then total cost would be \$336,400.

Each participant would pay only their usage cost share. For example, base cost would be zero plus 10.6% of \$600,000 = \$63,600.

It should be noted that participating jurisdictions may contract for additional services beyond the scope provided by ACA and would pay for those services in addition to their base and usage costs.

RESOLUTION NO. 225-16

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement between the Cities of Pasco, Richland, and Kennewick for creation and operation of Tri-Cities Animal Control Authority.

WHEREAS, pursuant to the Interlocal Cooperation Act, RCW 39.34, the Cities of Pasco, Kennewick, and Richland (the Cities) are authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Cities; and

WHEREAS, the Cities, by their respective City Councils, have determined that animal control services may be best implemented on a shared basis in a manner deemed most efficient and effective for the Cities, and wish to enter in to an Interlocal Cooperation Agreement; and

WHEREAS, the Cities agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an Interlocal Cooperation Agreement between the Cities of Pasco, Richland, and Kennewick for creation and operation of Tri-Cities Animal Control Authority.

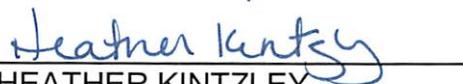
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 6th day of December, 2016.


ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney