

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITIES OF
RICHLAND, PASCO, KENNEWICK WASHINGTON FOR ANIMAL CONTROL**

THIS COOPERATIVE AGREEMENT is entered into this 23 day of Aug., 2005, among the City of Kennewick, Washington hereinafter referred to as "Kennewick", Pasco, Washington, hereinafter referred to as "Pasco", and Richland, Washington, hereinafter referred to as "Richland", all municipal corporations of the State of Washington collective referred to as "Cities".

WHEREAS, the Cities are, pursuant to Chapter 39.34 R.C.W. 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, now, therefore, and in consideration of the mutual covenants contained herein, it is agreed as follows:

**SECTION I
PURPOSE**

The purpose of this Interlocal Agreement is:

1. To create and establish a Tri-City Animal Control Authority to provide for the common administration and enforcement of Animal Control Regulations throughout all three participating Cities, on a cooperative and consistent basis.
2. To create a Management Committee to determine the best manner in which to provide animal control services including contracting with independent contractor 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;
3. To select and empower a City to serve as the Operative 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;
4. To equally share the cost of basic Animal Control Services provided in this Agreement;
5. To achieve an overall cost savings for Animal Control Service to each city by avoiding redundant expenses, activities and facilities while enjoying the efficiencies of scale based upon service to the combined territorial jurisdictions of the Cities; and

6. Preserving to each city its ability to establish its own individual standards, regulations and fees for animal control; and
7. To provide for efficient and effective Animal Control Services for the citizens of the Cities.

SECTION II ADMINISTRATION

Administration of the Tri-City Animal Control Authority shall be conducted in the following manner.

- 2.1 Management Committee. The City Manager or his designee from each of the Cities shall constitute the Management Committee. The Management Committee shall meet not less than once per calendar quarter as necessary to accomplish the purposes of this Interlocal Cooperative Agreement. The Management Committee shall be responsible for preparing a plan for Animal Control Services, subject to approval by the council of each city for providing Animal Control Services within the total jurisdictional territory of the Cities. The Management Committee shall:
 - (a) Be responsible for establishing policies for implementation of the Animal Control Plan adopted by the Cities;
 - (b) Approve and execute contracts for services necessary for the implementation of the plan;
 - (c) Develop a proposed annual budget for presentation to each City Council for approval and adoption for each calendar year during the term of this Agreement;
 - (d) Provide reports of the activities and progress of the plan for each City Council;
 - (e) Provide a venue for dispute resolution among participants of the Animal Control Plan; and
 - (f) To provide such administrative assistance, expertise and direction as is necessary for the successful implementation of the Animal Control Plan.

The representative of the Operating Jurisdiction shall serve as the chair of the Management Committee.

2.2 Operating Jurisdiction. One of the Cities shall be designated as the Operating Jurisdiction for the Tri-City Animal Control Authority. The Operating Jurisdiction shall be responsible for the day-to-day operations of the Animal Control Services including the enforcement of the rules, regulations and ordinances of the participating jurisdictions. All municipal employees, resources and facilities required in the implementation of the plan shall be employees and assets of the Operating Jurisdiction. The Operating Jurisdiction will provide all necessary support services for the implementation of the Animal Control Plan such as accounting, legal services, risk management and personnel management. The Operating Jurisdiction will manage all contracts with any independent contractors or other entities for services performed under the Animal Control Plan and administer all rules, regulations and policies established by the Management Committee and issue a periodical report to the Management Committee on the implementation of the Animal Control Plan.

The City of Kennewick is designated as the Operating Jurisdiction for 2004-2006; City of Pasco for 2007-2009; and City of Richland 2010-2012.

SECTION III ANIMAL CONTROL PLAN BASIC SERVICES

The Animal Control Plan as developed by the Management Committee and approved by each city, shall provide as a base level of service the following:

- (a) Regulation and apprehension of vicious or dangerous animals;
- (b) Removal of dead animals from the public right of way;
- (c) Apprehension of stray animals;
- (d) Impounding and boarding of apprehended animals;
- (e) Euthanasia of unclaimed animals;
- (f) Disposal of animal remains;
- (g) Enforcement of licensing regulations; and
- (h) Owner notification of found animals and indenti-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 Cities may modify the scope of the base level of services by mutual agreement as provided below.

Nothing herein will limit the City from securing additional Animal Control Services above and beyond those basic Animal Control Services enumerated above, from the Operating Jurisdiction by contract for additional fees independently negotiated for those additional services.

SECTION IV ASSESSMENT AND REIMBURSEMENT

The Management committee shall submit an annual budget of expenses for Animal Control Services for approval by each of the Cities. Each City 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 City. The approved operating budget shall consist of basic fixed cost which will be equally divided among the Cities and variable expense which shall be divided among the Cities based upon their percentages of use. 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."

SECTION V MODIFICATION

The Cities agree that except for approval of the Animal Control Plan, and annual budgets as submitted by the Management Committee, this Agreement is the complete expression of the terms hereto and any prior written or verbal representations or understandings not incorporated herein are excluded. The Cities reserve the right to modify this Agreement by mutual assent in writing and signed by all parties hereto.

SECTION VI OPERATING JURISDICTION 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.

Minimum Scope of Insurance

Operating Jurisdiction shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, 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 to the work performed for the Cities using ISO Additional Insured endorsement CG 20 10 01 or substitute endorsements providing equivalent coverage.

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

Minimum Amounts of Insurance

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.

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 and shall not contribute with it.
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 A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Operating Jurisdiction shall furnish non-operating 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.

OPERATING JURISDICTION INDEMNIFICATION / HOLD HARMLESS

The Operating Jurisdiction shall defend, indemnify and hold non-operating 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.

INDEPENDENT CONTRACTORS INSURANCE REQUIREMENTS

Any independent contractors providing Animal Control Services under the Animal Control Plan shall procure and maintain public liability insurance naming the Cities 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 the Animal Control Plan.

INDEPENDENT CONTRACTORS INDEMNIFICATION / HOLD HARMLESS

Any independent contractors providing Animal Control Services under the Animal Control Plan shall defend, indemnify and hold the Cities, 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 Agreements, except for injuries and damages caused by the sole negligence of either Richland, Kennewick, or Pasco.

SECTION VII TERM OF AGREEMENT AND TERMINATION

This Agreement shall become effective on the 1st day of January, 2004 and shall expire on December 31, 2012. This Agreement will automatically be renewed annually unless any City gives written notice of its intent to terminate this Agreement. A City may terminate participation in this Agreement prior to adoption of the Animal Control Plan upon 30 days advanced written notice. This Agreement will automatically terminate if the Cities are unable to adopt an Animal Control Plan within 30 days of its presentation to the Cities by the Management Committee, unless such period is extended by mutual agreement of the parties. After adoption of the Animal Control Plan a City may terminate participation giving written notice of its intent to withdraw at least twelve months prior to the designated date of withdrawal. Upon notice of withdrawal by any City, the remaining Cities may elect to continue participation in this Interlocal Cooperative Agreement or to terminate this Agreement. Withdrawal during any calendar year shall not entitle the withdrawing party to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing party for any calendar year.

SECTION VIII 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 City during any term if this Agreement and for three years after its termination.

**SECTION IX
SEVERABILITY**

In the event any term or condition of this Interlocal Cooperative Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not effect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this agreement are declared severable.

**SECTION X
FILING**

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the required City Clerks, the County Auditor, and the Secretary of State and if found to be necessary, with the Office of Community Affairs as provided by RCW 39.34.120.

**SECTION XI
AMENDMENTS**

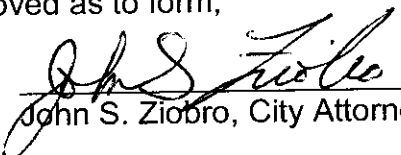
This Agreement may only be amended by written agreement of all the undersigned cities. In witness whereof, the parties have signed this Agreement of the day and year written above.

THE CITY OF KENNEWICK:

BY 
James R. Beaver, Mayor

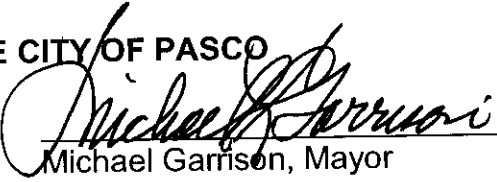
Attest: 
Valerie J. Loffler, City Clerk

Approved as to form;

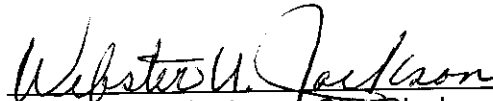

John S. Ziobro, City Attorney

THE CITY OF PASCO

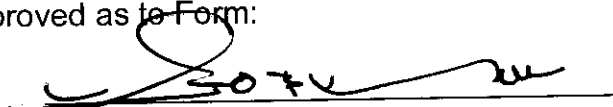
BY:


Michael Garrison, Mayor

Attest:



Webster U. Jackson, City Clerk

Approved as to Form:

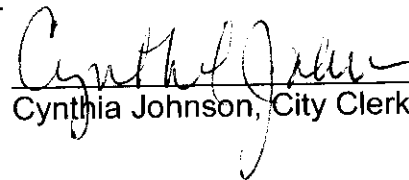

Leland L. Kerr, Attorney

THE CITY OF RICHLAND:

BY:


Robert A. Welch, Mayor

Attest:


Cynthia Johnson, City Clerk

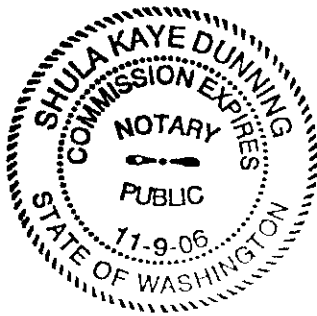
Approved as to Form:


Thomas O. Lampson, City Attorney

STATE OF WASHINGTON)
 : ss.
County of Benton)

On this day personally appeared before me James R. Beaver, 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 12th day of September, 2005.

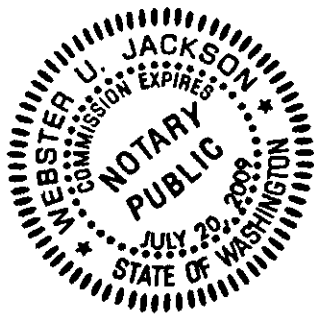


Shula Kaye Dunning
NOTARY PUBLIC in and for the
State of Washington, residing
at: Kennewick Wa
My Commission Expires: 11-09-06

STATE OF WASHINGTON)
 :SS
County of Franklin)

On this day personally appeared before me Michael Garrison, 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 6 day of September, 2005

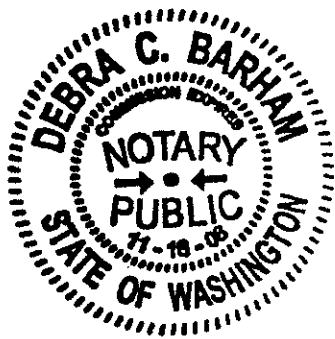


Webster U. Jackson
NOTARY PUBLIC in and for the
State of Washington, residing
at: PASCO
My Commission Expires: 7/20/09

STATE OF WASHINGTON)
 : ss.
County of Benton)

On this day personally appeared before me Robert A. Welch, Mayor of the City of Richland, 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 23 day of August, 2005.



Debra C. Barham
NOTARY PUBLIC in and for the
State of Washington, residing
at: Benton County
My Commission Expires: 11/16/08