

**WHEN RECORDED RETURN TO:**

City of Pasco, Washington  
525 North 3rd  
Pasco WA 99301

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**INTERLOCAL AGREEMENT  
Between  
CITIES OF PASCO, KENNEWICK and RICHLAND, WASHINGTON  
for the  
CONSTRUCTION OF AN ANIMAL CONTROL AUTHORITY FACILITY**

**THIS INTERLOCAL COOPERATIVE AGREEMENT** (hereinafter called "Agreement") is made and entered into by and between the City of Kennewick, Washington (hereinafter referred to as "Kennewick"); City of Pasco, Washington (hereinafter referred to as "Pasco"); and the City of Richland, Washington (hereinafter referred to as "Richland"), collectively referred to hereinafter as the "Parties."

**WHEREAS**, the Parties have entered into that Interlocal Agreement dated the 23<sup>rd</sup> day of August, 2005, and Amendments hereto, and the Operating Jurisdiction Agreement, dated the 1<sup>st</sup> day of January, 2007, creating and providing for the operation of the Tri-Cities Animal Control Authority (ACA) for the benefit of the Parties; and

**WHEREAS**, the Parties have determined there is a need for a new physical facility within which to locate the Animal Control Authority to provide effective and humane animal control; and

**WHEREAS**, the Parties are authorized by RCW 39.34 to enter into an Interlocal Cooperative Agreement for such purposes.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **Purpose.** The purpose of this Agreement is to:

A) Describe the process, procedures, and conditions by which the Parties will cooperate in the siting, design, and construction of a new animal control facility to serve the needs of the Parties, and such subscribers that may be permitted to participate; and

B) Establish the conditions under which the newly constructed animal control facility shall be operated.

**2. Feasibility Study.**

A) The Parties authorize and direct a feasibility study to be commenced upon the execution of this Agreement to be prepared by a Consultant selected by the Management Committee of the ACA composed of the City Managers, or their designees (Committee) to determine the feasibility of constructing an animal control facility consisting of approximately 8,000 square feet upon real property owned by Pasco generally located at 1312 South 18<sup>th</sup> Avenue, Pasco, Washington, to consist of up to five (5) acres within that area designated in Exhibit A. The facility to be constructed is more particularly described in Exhibit B, including such components as necessary for the conduct of an animal control program. The facility will also be designed for incremental addition of housing units with future expansion. The feasibility study will include a determination of appropriateness of the site's size and configuration for the construction of the proposed facility while continuing to operate the existing facility, conformance with zoning regulations, any shoreline management and land use requirements, utility service and easements. The feasibility study would include determination of the steps and costs necessary for land use and shoreline permitting, road vacations, easement and boundary adjustments necessary to accommodate the facility; environmental suitability; expansion capacity; the compatibility with neighboring uses, and an estimated construction budget for the Facility. The feasibility study shall also include a statement of estimated long-term operating costs of both the Facility and the program operations.

B) Within three (3) months of the date of the execution of this Agreement by all Parties, the feasibility study shall be completed and submitted to the Committee for its consideration and authorization to proceed.

C) All costs of the feasibility study, not to exceed a total of \$60,000.00, shall be documented by Pasco; presented for approval by the ACA; and such approved costs shall be equally borne among the Parties.

**3. Purchase of Property.** Upon authorization to proceed by the Parties through the Committee the property shall be acquired by the Parties from Pasco who shall sell by Statutory Warranty Deed an undivided one-third interest in the property to

Kennewick; one-third undivided interest to Richland; and retain one-third undivided interest in the property, thereby, creating joint, undivided, and equal interest in the ownership of the property by the Parties.

4. **Determination of Purchase Price.** The purchase price for the property shall be its fair market value as determined by an MAI qualified appraiser selected by a majority vote of the Committee. The selected appraiser shall provide the appraised value to the Committee of the ACA within sixty (60) days of the Committee's authorization to proceed as provide in Section 3 above. Upon approval of the purchase price by the Committee closing shall occur within ninety (90) days or such other date as the Parties may mutually agree. Payment of the purchase price shall be in cash or by electronic transfer of funds at closing consisting of:

- A) Kennewick's payment of one-third of the purchase price;
- B) Richland's payment of one-third of the purchase price; and
- C) Pasco's receipt of a credit of one-third of the purchase price representing its retained ownership interest in the property.

Closing shall be at Benton-Franklin Title Company, with all costs of closing shared equally among the Parties.

5. **Request for Proposals.** Upon authorization and approval of the City Managers of the participating jurisdictions, a Request for Proposals (RFP) will be solicited by Pasco for the design and construction management of the ACA facility to be constructed on the purchased property conforming with the project scope, standards and specifications approved by the Committee, and a recommendation for the project budget (including contingencies).

Pasco shall circulate and advertise the RFP, with responses to be received within ninety (90) days. Upon receipt of the RFP responses, Pasco shall present such proposals to the Committee for consideration. The Committee shall have the authority upon unanimous concurrence to accept the qualified proposal meeting the project scope, standards and specification of the RFP that best serves the interest of the Parties. The Parties reserves the right to reject any and all responses, and retains the right to waive minor irregularities in the procedure. The Parties may then authorize the Committee to proceed with the project.

6. **Construction of Facility.**

- A) Upon acceptance of a completed facility design and project budget, the Committee shall call for, and award a bid for construction of the

Facility submitted by a responsible and qualified bidder within the approved construction budget.

B) Pasco shall act as the lead agency for the project and shall provide contract management services, including legal services, inspection services (including authorization for approval or rejection of minor change orders under \$20,000.00 up to \$100,000 of the contingency amount included in the project budget), and secure the City Managers of the participating jurisdiction's approval for major change orders (over \$20,000.00) consistent with the adopted project budget. Pasco will report all approved minor change orders to the City Managers in a timely manner.

C) Pasco as lead agency shall administer the Request for Proposals and any related bid process.

D) Pasco as lead agency shall provide notice of contract award and administrate the contract, including accounting, payment of contractors selected, and keeping the project records subject to the State record retention laws.

7. **Payment for Facility Construction.** The facility shall be constructed in two phases. The first phase shall consist of site preparation and construction of the new facility. Subject to the payment schedule provided below, final payment for this phase of the project shall be payable upon the issuance of a Certificate of Occupancy of the facility. The second phase shall consist of the demolition of the existing facility and completion of all site improvements of the project including the installation of all fixtures, equipment and furnishings for the project. Final payment for this portion of the project shall be payable upon the unanimous written acceptance by the Committee of the second phase.

Pasco shall secure monthly progress payment invoices showing actual expenditures during the previous month on the project. Invoices shall be based upon contractor's payments, equipment, materials, and labor expended on the project. Pasco shall bill each jurisdiction for one-third of the monthly progress payment which shall be paid to Pasco for payment to the contractor within thirty (30) days of receipt.

Upon completion of the project, Pasco shall conduct a final audit of the project at which time all adjustments required to be made shall be reflected in the final billing prior to acceptance of the project. Any dispute regarding payment, shall be resolved pursuant to Section 12 below, "Dispute Resolution." Each of the Parties shall be responsible for one-third of the total final cost of construction of the facility.

8. **Facility Use.** Upon acceptance of the facility by the Committee, after recommendation of the lead agency, the facility shall immediately be available for use by ACA and all third-party contractors for services to the ACA under the terms of the

*Interlocal Cooperative Agreement between the Cities of Pasco, Richland, and Kennewick Washington for Creation and Operation of Tri-Cities Animal Control Authority.*

9. **Duration.** This Agreement shall become effective immediately upon execution by all Parties, and posting of the Agreement on each Party's website or filed with the respective County Auditors pursuant to RCW 39.34.040. This Agreement shall remain in effect until the construction of the facility is completed in full and the work has been accepted by the Parties, unless terminated sooner by mutual agreement of the Parties, or as provided herein.

10. **Termination.** This Agreement may be terminated by any Party upon thirty (30) days advance written notice prior to the Committee's authorization to proceed as provided in Section 3 above.

After authorization to proceed and the award of the construction contract, this Agreement may only be terminated by mutual agreement of the Parties.

11. **Changes and Modification.** Any Party may request changes, amendments, or additions to any portion of this Agreement, however, except as otherwise provided in this Agreement, no such change, amendment, or addition to any portion of this Agreement shall be valid or binding upon any Party unless it is in writing and executed by all Parties. Such changes shall be made part of this Agreement and shall be posted upon each Party's website or filed with the County Auditor pursuant to RCW 39.34.040.

12. **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 all Parties waiving the right of a jury trial upon trial de novo, with venue placed in Pasco, Franklin County, Washington.

13. **Interlocal Agreement.** No special budget or funds are anticipated, nor shall be created, except for a temporary fund necessary for the payment of the contractors as provided in Section 7 above. 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.

14. **Records.** The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by any jurisdiction during the terms of

this Agreement, and for three (3) years after its termination. Pasco, as the Administrator of this Agreement, shall comply with all retention requirements under Washington State law.

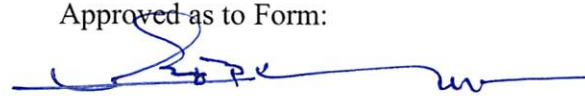
**15. Disposition of Property.** In the event of termination of the ACA, failure of any Party to adopt an Animal Control Plan as provided in the ACA Interlocal Agreement or in the event a Party gives notice of intent to withdraw, the remaining Parties may elect to continue participation in the ACA Interlocal Cooperative Agreement, or to terminate that Agreement. On such event, the Parties shall determine a fair market value of the facility, improvements, and fixtures in the same manner as provided in Section 4 above. 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 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.

**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.

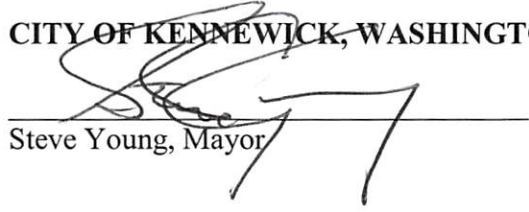
**CITY OF PASCO, WASHINGTON**

  
\_\_\_\_\_  
Matt Watkins, Mayor

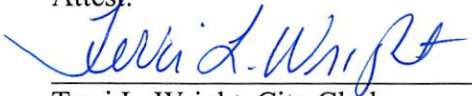
Attest:  
  
\_\_\_\_\_  
Debbie Clark, City Clerk

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

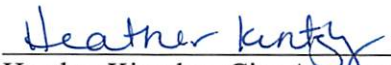
  
\_\_\_\_\_  
Robert Thompson, Mayor



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,



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





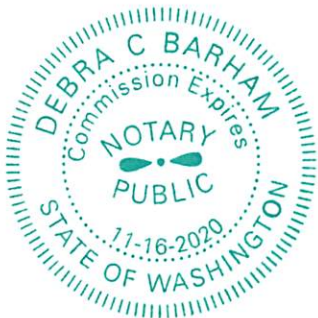
STATE OF WASHINGTON )

: ss.

County of Benton )

On this day personally appeared before me Robert Thompson, 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 14 day of December, 2016.



Debra C. Barham  
NOTARY PUBLIC in and for the State of Washington  
Residing at: BENTON COUNTY  
My Commission Expires: 11/16/20

# ANIMAL CONTROL AUTHORITY FACILITY AREA (EXHIBIT A)



## **EXHIBIT B**

### **SCOPE OF ANIMAL CONTROL AUTHORITY REPLACEMENT FACILITY PROJECT**

The Animal Control Authority facility being constructed pursuant to an interlocal agreement between the cities of Pasco, Kennewick and Richland Washington will be designed and constructed to meet the following requirements:

1. The facility will be constructed on up to a five-acre site, as determined by the feasibility study provided for in the construction agreement, and shall be jointly owned by the three cities.
2. The facility will be no larger than 8,000 square feet in size.
3. The facility will have a total annual capacity equal to 4,563 animals (2433 cats and 2130 dogs) assuming an average length of stay of 12 days per animal.
4. The facility will contain a total of 180 animal housing units of which 150 housing units will be all weather units and 30 will be indoor/outdoor units. Of the 180 housing units, 70 will be for dogs and 80 for cats. The 70 dog housing units will include 30 indoor/outdoor units and 40 all-weather units. At least half of the dog housing units will be designed and constructed to provide housing for more than one dog when required.
5. In addition to animal housing units, the facility shall contain two community cat rooms and an outdoor visitation/exercise area for dogs.
6. The facility shall be designed and constructed so that additional animal housing units may be easily added onto the facility at a future date.
7. Exterior building finishes should be and appear "functional" similar to the existing Benton County Animal Control facility.
8. The facility shall be designed and constructed to meet the City of Pasco's building code and design standards.
9. Animal housing units should be efficient and cost effective with the objective of minimizing staffing and maintenance requirements over the life of the facility. An analysis of the housing unit options and a recommendation shall be provided to the ACA Board for approval prior to completion of the draft design.

RESOLUTION NO. 223-16

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Cooperation Agreement between the Cities of Pasco, Kennewick, and Richland for the construction of an Animal Control Authority facility.

WHEREAS, the Cities of Pasco, Kennewick, and Richland collectively referred to hereinafter as the "Parties" wish to enter into an Interlocal Agreement for the Construction of an Animal Control Authority facility, and

WHEREAS, the Parties have entered into an Interlocal Agreement dated the 23<sup>rd</sup> day of August, 2005, and Amendments hereto, and the Operating Jurisdiction Agreement, dated the 1<sup>st</sup> day of January, 2007, creating and providing for the operation of the Tri-Cities Animal Control Authority (ACA) for the benefit of the Parties; and

WHEREAS, the Parties have determined there is a need for a new physical facility within which to locate the Animal Control Authority to provide effective and humane animal control; and

WHEREAS, the Parties are authorized by RCW 39.34 to enter into an Interlocal Cooperative Agreement for such purposes.

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 construction of an Animal Control facility.

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 6<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
ROBERT J. THOMPSON  
Mayor

ATTEST:

  
\_\_\_\_\_  
MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HEATHER KINTZLEY  
City Attorney