

RESOLUTION 21-07

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AMENDING ANIMAL CARE AGREEMENT 2016-324 WITH DAVIS COUNTY

WHEREAS, animal care services are vital to the peace and safety of all citizens; and

WHEREAS, South Weber entered contract 2016-324 for those services in 2016 with amendments for compensation adjustment annually; and

WHEREAS, the original term of the agreement was set for five-years ending December 31, 2020 necessitating amendment number five to extend the term to January 31, 2021; and

WHEREAS, the county has asked for a final amendment number six while they draft a new contract which will include costs for a new facility; and

WHEREAS, Council wishes to continue with Davis County Animal Care and Control providing these vital services,

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:


Section 1. Approval: Amendments #5 & #6 for Interlocal Cooperative Agreement 2016-324 for Animal Control services with Davis County are hereby approved as shown in Exhibits 1 and 2.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 9th day of February 2021.


Roll call vote is as follows:

Council Member Winsor	(FOR)	AGAINST
Council Member Petty	(FOR)	AGAINST
Council Member Soderquist	(FOR)	AGAINST
Council Member Alberts	(FOR)	AGAINST
Council Member Halverson	(FOR)	AGAINST



Jo Sjoblom, Mayor





Attest: Lisa Smith, Recorder

EXHIBIT 1

**AMENDMENTS #5 TO INTERLOCAL
AGREEMENT 2016-324 FOR ANIMAL CARE
SERVICES WITH DAVIS COUNTY**

**Amendment No.05 to Interlocal Agreement No. 2016-324
Between Davis County and South Weber City**

This Amendment is made by Davis County and South Weber City, parties to the Interlocal Agreement No. 2016-324 dated 8/2/2016.

The Agreement is amended as follows:


1. Extending the expiration date of the current agreement from December 31, 2020 to January 31, 2021.
2. Removing wild animal services such as raccoon and skunk response, removal or disposal.

Except as set forth in this Amendment, the remainder of the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

By: South Weber City

Printed Name: David Larson

Title: City Manager

Signed: 

Dated: 2/2/21

By: Davis County

Printed Name: Lorene M Kamalu

Title: Davis County Commissioner

Signed: _____

Dated: _____

Printed Name: Curtis Koch

Title: Davis County Clerk / Auditor

Signed: _____

Dated: _____

EXHIBIT 2

**AMENDMENTS #6 TO INTERLOCAL
AGREEMENT 2016-324 FOR ANIMAL CARE
SERVICES WITH DAVIS COUNTY**

AMENDMENT NO. 06 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 06 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 6”) is made and entered into as of January 1, 2021, by and between Davis County, a political subdivision of the state of Utah (the “County”), and South Weber City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 6 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-324 (the “Agreement”); and
- B. The Parties, through this Amendment No. 6, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 6, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2021 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2021 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,134,321.20
	Operating:	\$385,687.54
	Capital Equipment:	\$210,493.44
	Allocations:	+ \$166,310.00
	Total Expenditures:	\$2,896,812.18
Projected 2021 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$180,500
	Surgical Fees:	\$48,000
	Wildlife Fees:	\$12,823.50
	Donations:	\$1,500
	Total Revenues:	+ \$5,000 \$467,823.50
Projected 2021 Expenditures Less Projected 2021 Revenues:		\$2,896,812.18 - \$467,823.50 \$2,428,988.68
Combined Cities’ 50% Obligation:		\$2,428,988.68 x 0.50 \$1,214,494.34
Average of the City’s Total Billable Calls for 2019 and 2020:		161
Average of Combined Cities’ Total Billable Calls for 2019 and 2020:		9784
The City’s 2020 Usage Rate:		161 / 9784 =1.6407%
The City’s 2021 Calendar Year Obligation to the County:		\$19,926.03

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City’s 2021 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City’s Wildlife Calls for 2020:	2
Cost to City for Each Wildlife Call in 2020:	\$25.75
The City’s 2021 Calendar Year Obligation to County for Wildlife Calls:	\$51.50

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City’s 2021 calendar year obligation to the County for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities’ Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2021 Obligation of the Combined Cities:	\$56,200.00
The City’s 2020 Usage Rate:	1.6407%
The City’s 2021 Calendar Year Obligation to the County:	\$922.06

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Discontinuation of Wildlife Services.** In reference to Section 1(b) of the Agreement *Wildlife Services*, the County and the City discontinued the pick-up and euthanasia of wild nuisance animals, such as raccoons and skunks, trapped within City’s limits as of July 01st, 2020. This Amendment No. 6, includes the City’s obligation for wildlife services up-to and including the discontinuation date of July 01st, 2020 and the city will not be charged beyond that date for wildlife services within the City’s limits.

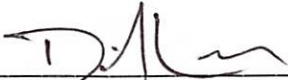

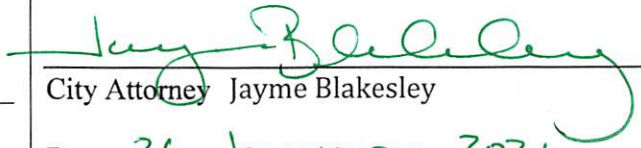
3. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement *Capital Projects Fund Regarding the Shelter*, this Amendment No. 6 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2021. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:
 - a. The Combined Cities’ annual calendar year obligation for 2021 to the Capital Projects Fund Regarding the Shelter as referenced in Exhibit A above will be \$56,200. The City’s specific portion of the Combined Cities obligation, shall be the average of the City’s calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the Combined Cities’ calls for animal care and control services for the two calendar years immediately prior (“Usage Rate”) multiplied by the Combined Cities’ calendar year obligation.

4. **Term of Agreement.** In reference to Section 10 of the Agreement *Term of Agreement*, this Amendment No. 6 shall, subject to the termination and other provisions set forth therein,

terminate on December 31, 2021 at 11:59 p.m. (the "Term") The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

5. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 6, the terms and conditions of the Agreement shall remain in full force and effect.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Chair, Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p> <p>_____ Davis County Clerk/Auditor Date: _____</p> <p>—</p> <p>APPROVED AS TO FORM:</p> <p>_____ Davis County Attorney's Office Date: _____</p> <p>—</p>	<p>SOUTH WEBER CITY</p> <p>By:  City Manager David Larson Date: <u>2/9/21</u></p> <p>ATTEST:</p> <p> City Recorder Lisa Smith Date: <u>2/9/21</u></p> <p>APPROVED AS TO FORM:</p> <p> City Attorney Jayme Blakesley Date: <u>26 January 2021</u></p>
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