

RESOLUTION 22-08

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING AMENDMENT #7 TO THE INTERLOCAL COOPERATION
AGREEMENT FOR ANIMAL SERVICES**

WHEREAS, in 2016 South Weber City entered into contract 2016-324 with Davis County for animal services; and

WHEREAS, the contract is amended each year to reflect the service level needs and increased costs; and

WHEREAS, Council has read the proposed agreement and agree to the costs presented;

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

Section 1. Approval: Amendment Number 7 to Interlocal Cooperation Agreement for Animal Services with Davis County is hereby approved and attached herein as Exhibit 1.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 11th day of 2022.

Roll call vote is as follows:

Council Member Dills	<input checked="" type="radio"/> FOR	AGAINST
Council Member Petty	<input checked="" type="radio"/> FOR	AGAINST
Council Member Soderquist	<input checked="" type="radio"/> FOR	AGAINST
Council Member Alberts	<input checked="" type="radio"/> FOR	AGAINST
Council Member Halverson	<input checked="" type="radio"/> FOR	AGAINST


Rod Westbroek, Mayor




Attest: Lisa Smith, Recorder

EXHIBIT 1

AMENDMENT #7 FOR ANIMAL SERVICE CONTRACT 2016-324

AMENDMENT NO. 07 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 07 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 07") is made and entered into as of January 1, 2022, 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. 07 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. 07, 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. 07, 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 2022 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 2022 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,359,650.00
	Operating:	\$535,949.00
	Capital Equipment:	\$302,843.00
	Allocations:	\$176,349.88
	Total Expenditures:	\$3,374,792.00
Projected 2022 Revenues of Davis County Animal Care and Control:	Licenses:	\$202,216.00
	Shelter Fees:	\$135,311.00
	Adoptions:	\$78,000.00
	Budget Adjustment:	\$129,000
	Donations:	\$18,085.00
	Total Revenues:	\$562,612.00
Projected 2022 Expenditures Less Projected 2021 Revenues:		2,812,180
Combined Cities' 50% Obligation:		1,406,090
Average of the City's Total Billable Calls for 2020 and 2021:		143
Average of Combined Cities' Total Billable Calls for 2020 and 2021:		8662
The City's 2021 Usage Rate:		1.65%
The City's 2022 Calendar Year Obligation to the County:		\$23,200.48

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.

2016-324-a

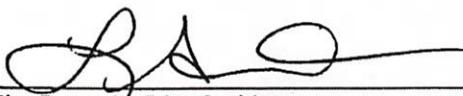
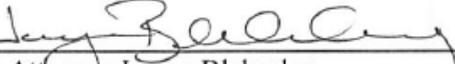
The City's 2022 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

Title/Category	Amount
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
2022 Obligation of the Combined Cities:	\$56,200.00
The City's 2021 Usage Rate:	1.65%
The City's 2021 Calendar Year Obligation to the County:	\$927.30

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.

1. **Discontinuation of Wildlife Services.** Wildlife services were discontinued July 1st, 2020 and any fees associated with this service have been removed from the contract.
2. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement Capital Projects Fund Regarding the Shelter, this Amendment No. 07 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2022. 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 2022 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 combines 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.
3. **Term of Agreements** In reference to Section 10 of the Agreement *Term of agreement*, this Amendment No. 07 shall, subject to the termination and other provisions set forth therein, terminate on December 31,2022 at 11:59 p.m. (the "Term"). The parties may, by written amendment to this Agreement, extend the Term of this Agreement.
4. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 07, the terms and conditions of the Agreement shall remain in full force and effect.
5. **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. 07 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	SOUTH WEBER CITY
By:  Chair, Board of Davis County Commissioners	By:  City Manager, David Larson
Date: <u>1-25-22</u>	Date: <u>Jan 12, 2022</u>
ATTEST: 	ATTEST: 
Davis County Clerk/Auditor Date: <u>1-25-22</u>	City Recorder Lisa Smith
APPROVED AS TO FORM: 	APPROVED AS TO FORM: 
Davis County Attorney's Office Date: <u>1-25-22</u>	City Attorney Jayme Blakesley Date: <u>12 January 2022</u>