

**RESOLUTION 2020-10**

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL  
APPROVING AMENDMENT NO. 4 TO  
INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

**WHEREAS**, South Weber City desires to provide animal care and control services to its residents and South Weber City Code 5-02-020 specifies that animal control will be in accordance with Davis County Animal Control Ordinance; and

**WHEREAS**, South Weber City entered an interlocal cooperation agreement with Animal Care of Davis County July 12, 2016 which is reviewed annually for fee adjustment; and

**WHEREAS**, Final Amendment #4 is hereby presented with an annual increase of \$1,292.64 for review by Council;


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

**Section 1. Approval:** The attached Amendment No. 4 to Interlocal Agreement for Animal Services City (Exhibit 1) is entered with Animal Care of Davis County. City Manager David Larson is hereby directed to execute the agreement for and on behalf of South Weber City.

**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2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 10<sup>th</sup> day of March 2020.

Roll call vote is as follows:		
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Winsor	FOR	AGAINST

  
**Jo Sjoblom, Mayor**



  
**Attest: Lisa Smith, Recorder**

# EXHIBIT 1

## AMENDMENT NO. 4 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

**AMENDMENT NO. 4 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 4 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 4") is made and entered into as of January 1, 2020, 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. 4 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. 4, 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. 4, 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 2020 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 2020 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,207,222.48
	Operating:	\$314,449.00
	Capital Equipment:	\$139,794.00
	Allocations:	+ \$134,055.24
	Total Expenditures:	\$2,795,520.72
Projected 2020 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000.00
	Shelter Fees:	\$180,500.00
	Surgical Fees:	\$48,000.00
	Wildlife Fees:	\$59,173.50
	Donations:	+ \$12,500.00
	Total Revenues:	\$520,173.50
Projected 2020 Expenditures Less Projected 2020 Revenues:		\$2,795,520.72
		- \$520,173.50
		\$2,275,347.22
Combined Cities' 50% Obligation:		\$2,275,347.22
		x 50%
		1,137,673.61
Average of the City's Total Billable Calls for 2018 and 2019:		169.50
Average of Combined Cities' Total Billable Calls for 2018 and 2019:		10,208.00
The City's 2019 Usage Rate:		169.50
		/ 10,208.00
		1.66%
The City's 2020 Calendar Year Obligation to the County:		\$18,890.64

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 2020 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2019:	33
Cost to City for Each Wildlife Call in 2019:	\$25.75
The City's 2020 Calendar Year Obligation to County for Wildlife Calls:	\$849.75

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 2020 calendar year obligation to the County for the capital projects fund regarding the Shelter:

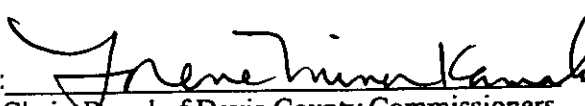
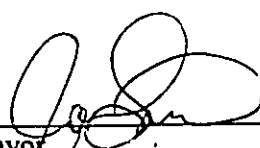

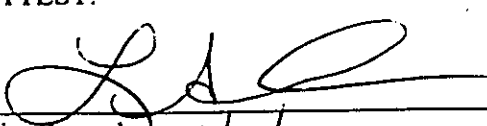

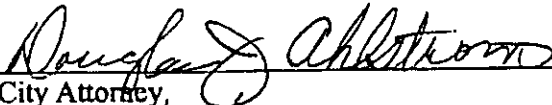
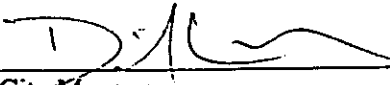
Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2020 Obligation of the Combined Cities:	\$56,200.00
The City's 2019 Usage Rate:	1.66%
The City's 2020 Calendar Year Obligation to the County:	\$933.18

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. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 4, the terms and conditions of the Agreement shall remain in full force and effect.
3. **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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	SOUTH WEBER CITY
By: <u></u> Chair, Board of Davis County Commissioners Date: <u>5/26/2020</u>	By: <u></u> Mayor Date: <u>4/1/20</u>
ATTEST: <u></u>	ATTEST: <u></u>
Davis County Clerk/Auditor Date: <u>5-26-2020</u>	City Recorder Date: <u>4/1/2020</u>
Reviewed and Approved as to Proper Form.	Reviewed and Approved as to Proper Form and Compliance with Applicable Law:
<u></u> Davis County Attorney's Office Date: _____	<u></u> City Attorney Date: <u>2/13/2020</u>
	<u></u> City Manager Date: <u>3/18/2020</u>