

WEST BOUNTIFUL CITY

RESOLUTION #448-19

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE 2016 INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF WEST BOUNTIFUL FOR ANIMAL CONTROL SERVICES

WHEREAS, local government entities are authorized by the Utah Interlocal Cooperation Act, *Utah Code Ann. § 11-13-101, et seq.*, to enter into agreements with each other, upon a resolution to do so by respective governing bodies; and

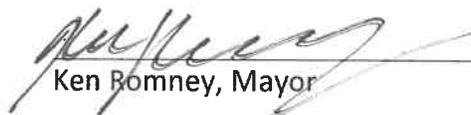
WHEREAS, the parties previously entered into a 2016 Interlocal Cooperation Agreement for Animal Control Services which is labeled Davis County Contract No. 2016-256, and by which the County agreed to provide animal services to the City, the term of which shall run through December 31, 2020; and

WHEREAS, the parties amended Davis County Contract No. 2016-256 by adopting Amendment 1 on March 21, 2016 and Amendment 2 on June 26, 2018.

NOW THEREFORE, BE IT RESOLVED by the City Council of West Bountiful City that Amendment No. 3 found in Exhibit A is hereby adopted and amends said sections of Davis County Contract No. 2016-256.

EFFECTIVE DATE. This resolution shall take effect immediately upon passage.

Passed and approved by the City Council of West Bountiful City this 5th day of February 2019.


Ken Romney, Mayor

Voting by the City Council:	<u>Aye</u>	<u>Nay</u>
Councilmember Ahlstrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councilmember Bruhn	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councilmember Enquist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councilmember Preece	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Councilmember Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>



ATTEST:


Cathy Brightwell, Recorder

AMENDMENT NO. 3 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 3”) is made and entered into as of January 1, 2019, by and between Davis County, a political subdivision of the state of Utah (the “County”), and West Bountiful 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. 3 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. 2016-256 (the “Agreement”); and
- B. The Parties, through this Amendment No. 3, 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. 3, 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 2019 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 2019 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,915,670.01
	Operating:	\$312,275.00
	Capital Equipment:	\$58,100.00
	Allocations:	+ \$135,000.71
	Total Expenditures:	\$2,421,045.72
Projected 2019 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000.00
	Shelter Fees:	\$180,500.00
	Surgical Fees:	\$42,750.00
	Wildlife Fees:	\$57,139.25
	Donations:	+ \$11,500.00
	Total Revenues:	\$511,889.25
Projected 2019 Expenditures Less Projected 2019 Revenues:		\$2,421,045.72
		- \$511,889.25
		\$1,909,156.47
Combined Cities’ 50% Obligation:		\$1,909,156.47
		x 50%
		954,578.24
Average of the City’s Total Billable Calls for 2017 and 2018:		149.50
Average of Combined Cities’ Total Billable Calls for 2017 and 2018:		10,766.50
The City’s 2018 Usage Rate:		149.50
		/ 10,766.50
		1.39%
The City’s 2019 Calendar Year Obligation to the County:		\$13,254.95

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 2019 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 2018:	79
Cost to City for Each Wildlife Call in 2018:	\$25.75
The City's 2019 Calendar Year Obligation to County for Wildlife Calls:	\$2,034.25

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 2019 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
2019 Obligation of the Combined Cities:	\$56,200.00
The City's 2018 Usage Rate:	1.39%
The City's 2019 Calendar Year Obligation to the County:	\$780.37

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. 3, 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. 3 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>Reviewed and Approved as to Proper Form and Compliance with Applicable Law:</p> <p>_____ Davis County Attorney's Office Date: _____</p>	<p>WEST BOUNTIFUL CITY</p> <p>By:  Mayor Date: 2/19/2019</p> <p>ATTEST:</p> <p> City Recorder Date: 2/19/2019</p> <p>Reviewed and Approved as to Proper Form and Compliance with Applicable Law:</p> <p> City Attorney Date: _____</p> 
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