



RESOLUTION 2024-14

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

WHEREAS, Utah Code Title 11, Chapter 13 authorizes governmental entities such as Midway City to enter into cooperative arrangements with other governmental entities for their mutual benefit; and

WHEREAS, the City Council of Midway City finds that it is in the best interest of its citizens to provide animal control services; and

WHEREAS, the City Council of Midway City finds such services are best implemented on a shared basis; and

WHEREAS, the City Council of Midway City desires to work with area local governments to provide these services.

NOW THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Mayor of Midway City is authorized to execute on behalf of the City the Interlocal Agreement attached hereto as Exhibit A.

PASSED AND ADOPTED by the Midway City Council on the _____ day of _____ 2024.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

DRAFT

Exhibit A

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INTERLOCAL COOPERATIVE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT (This “Agreement”) is made and entered into effective the 1st day of _____, 2024, by and between Heber City, hereinafter referred to as “Heber”, Wasatch County, hereinafter referred to as “Wasatch”, the City of Midway, hereinafter referred to as “Midway”, the Township of Interlaken, hereinafter referred to as “Interlaken”, and the Township of Hideout, hereinafter referred to as “Hideout”.

WHEREAS, the Participating Jurisdictions are, pursuant to Utah Code Ann. § 11-13-201, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Utah Code Ann. § 11-13-201; and

WHEREAS, the Participating Jurisdictions have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Participating Jurisdictions; and

WHEREAS, the Participating Jurisdictions agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, it is agreed by and between the Parties hereto as follows:

1. PURPOSE

- a) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current Heber Valley Animal Services (HVAS).
- b) To provide for an Advisory Committee to make recommendations to the Participating Jurisdictions regarding the best manner to provide animal control services and recommendations regarding the budget for animal control services.
- c) To select and empower Heber to serve as the Operating Jurisdiction for the day-to-day management of animal control services, including providing, as necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.
- d) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.
- e) To achieve equitable cost sharing for each of the Participating Jurisdictions for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying

the efficiencies of scale resulting from a unified services to the combined territorial jurisdictions of the Participating Jurisdictions.

f) To preserve to each of the Participating Jurisdictions the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

g) To provide for efficient and effective animal control services for the residents of the Participating Jurisdictions.

2. **DEFINITIONS.** For the purpose of this Agreement, the following definitions shall apply:

a) “*Advisory Committee*” shall mean a committee made up of representatives from Participating Jurisdictions who are responsible for providing recommendations to the Operating Jurisdiction regarding the Heber Valley Animal Services.

b) “*Animals*” shall mean domesticated animals or livestock.

c) “*Heber Valley Animal Services*” or “*HVAS*” shall mean a name utilized by the Operating Jurisdiction to designate the animal control services provided by the Operating Jurisdiction. Heber Valley Animal Services is not an interlocal entity or a separate legal entity from the Operating Jurisdiction.

d) “*Participating Jurisdictions*” shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Township of Hideout, and any other municipal corporation that is added as a Participating Jurisdiction as provided in Section 4.

e) “*Operating Costs*” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs. Operating Costs include, but are not limited to, the following: staff salaries and benefits; training and travel costs; vehicle and fuel costs; equipment; administrative costs; Service Contractor costs, building maintenance, repairs and improvements; insurance costs; and legal fees.

f) “*Non-Participating Jurisdictions*” shall mean an agency/entity that is being provided animal related services but is not considered a Participating Jurisdiction.

g) “*Operating Jurisdiction*” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement. The initial Operating Jurisdiction shall be Heber City.

h) “*Service Contractor*” shall mean a qualified third-party independent contractor hired by the Operating Jurisdiction to provide equipment or services to the Operating Jurisdiction related to the animal control services and programs provided by the Operating Jurisdiction.

i) “*Service Fees*” shall mean the fees charged to Participating Jurisdictions and Non-Participating Jurisdictions by the Operating Jurisdiction for the services outlined within this Agreement.

3. TERMS OF AGREEMENT AND TERMINATION.

a) This Agreement shall become effective on October 1, 2024, and have an initial term of ten (10) years.

b) This agreement will be automatically renewed in ten-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.

c) Participating Jurisdictions who wish to withdraw from this agreement at any time, for any reason, must provide the Operating Jurisdiction and Advisory Committee a written notice of intent to withdraw at least 12 months prior to the effective date of withdrawal. The effective date of the withdrawal must be June 30 unless otherwise agreed to by Midway, Wasatch and Heber.

4. ADVISORY COMMITTEE.

a) The Advisory Committee shall be responsible for the following:

i. Making recommendations to the Operating Jurisdiction related to services provided by the Operating Jurisdiction within the total combined jurisdictional territory of the Participating Jurisdictions and any Non-Participating Jurisdiction.

ii. Reviewing and making recommendations to the Operating Jurisdiction regarding the annual budget and the Services Fees to be charged to each Participating Jurisdiction and Non-Participating Jurisdictions.

iii. Communicating back to the Participating Jurisdictions and Non-Participating Jurisdictions summaries and reports of the activities associated with Heber Valley Animal Services.

b) The Advisory Committee shall initially consist of the following 5 voting members:

Two (2) members shall be appointed by Heber

Two (2) members shall be appointed by Wasatch

One (1) member shall be appointed by Midway

c) Heber, Wasatch and Midway shall delegate one member from each of these entities’ representatives on the advisory committee to have authority to approve amendments to this Agreement as set forth in paragraphs 5 and 7.

d) The Advisory Committee shall also initially consist of 1 non-voting member from each of Interlaken and Hideout.

e) One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Advisory Committee. Participating Jurisdictions may appoint and send up to 2 additional non-voting Advisory Committee Members as deemed useful/necessary to provide input and support.

f) Non-Participating Jurisdictions may send up to 1 individual to sit in and listen to Advisory Committee meetings but must be invited by the Chair to participate and do not have any voting privileges.

g) As determined necessary by unanimous written consent of the Advisory Committee, additional voting members may be appointed.

h) The Advisory Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Agreement.

5. OPERATING JURISDICTION.

a) Appointment. Heber City shall be designated as the Operating Jurisdiction unless otherwise designated by unanimous written consent of the Advisory Committee and written approval by both the incoming and outgoing Operating Jurisdictions' legislative body.

b) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

1. The day-to-day operations of HVAS, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

2. Management of all contracts with any service contractors or other entities for services performed within HVAS.

3. Creation of quarterly performance reports, including quarterly budget statements that are made easily available to the public and provided to the Advisory Committee regarding the operations of HVAS.

4. Establishing and managing an annual operating budget and related service fees to be reviewed by the Advisory Committee.

5. Managing HVAS funds and ensuring that those funds are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

6. Maintain records on HVAS-owned equipment and inventory, including vehicle maintenance and replacement accounting.

7. Scheduling quarterly Advisory Committee meetings.
8. Following all open meeting requirements as outlined within state and local laws.
9. Retain records relating to the HVAS pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HVAS related records.

6. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND NON-PARTICIPATING JURISDICTIONS

- a. Non-Participating Jurisdiction. The Operating Jurisdiction may establish fees for service provided to Non-Participating Jurisdictions. The fees shall be equal to or exceed the total costs of providing those services. Wasatch may request services for Non-Participating Jurisdictions if Wasatch pays the established fees.
- b. Adding New Participating Jurisdictions. This Agreement may be amended to add a New Participating Jurisdiction with the consent of Heber, Midway and Wasatch.

7. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a Service Contractor for assistance with operational efficiencies of the services provided, but not for the outsourcing of the HVAS day to day operations.

8. ANIMAL CONTROL BASIS SERVICES.

- a. The Operating Jurisdiction shall provide the following base level of service for each of the Participating Jurisdictions:
 - i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinances of Participating Jurisdictions.
 - iii. Cooperation with law enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.

- vii. Capture of stray animals.
- viii. Impounding and boarding of apprehended animals.
- ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction.
- x. Disposal of animal remains.
- xi. Owner notification of found animals and identity-code retrieval.

b. The Operating Jurisdiction shall only provide a base level of services to Non-Participating Jurisdictions. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger or responding to a vicious animal. Non-Participating Jurisdictions shall not receive any non-base or pro-active services, such as street sweeps, discounted wellness services (if offered), enforcement of local regulations, and citizen drop off or surrender of animal brought to the shelter.

c. This Agreement may be amended to change the scope of the base level of services (as enumerated above) with the consent of Heber, Midway and Wasatch.

d. Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

9. HVAS BUDGET DEVELOPMENT PROCESS

a. The Operating Budget for HVAS will begin and end simultaneously with the Operating Budget of the Operating Jurisdiction.

b. At the start of each calendar year, the Operating Jurisdiction will present to the Advisory Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:

i. When the Proposed Budget for the following year will be made available to Advisory Committee Members for initial review and input.

ii. When the Proposed Budget for the following year will be discussed during an Advisory Committee meeting.

iii. When the recommendation for the Proposed Budget for the following year will be voted on by the Advisory Committee.

c. In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Advisory Committee members adequate time to review the Proposed Budget, present the proposed budget to their respective councils, and to collect consensus among their Participating Organization.

d. The Proposed Budget, which shall be prepared by the Operating Jurisdiction, shall take into account the following: any anticipated excess Service Fees from the current year; any anticipated shortfall in Service Fees from the current year (which shortfall may be included in the next year's budget); all animal control revenues anticipated in the upcoming fiscal year, which shall include all fees collected in connected with services provide to Non-Participating Jurisdictions, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees; and any other revenue received in connection with the day-to-day operations of the HVAS as outlined within this Agreement.

e. The Advisory Committee shall vote on a recommendation regarding the budget presented by the Operating Jurisdiction. If the Operating Jurisdiction does not accept the recommendation of the Advisory Committee with respect to the Budget, the budget prepared by the Operating Jurisdiction shall be the budget for the next fiscal year, unless the budget proposed by the Operating Jurisdiction increased by more than 15% over the previous fiscal year, in which case the Operating Jurisdiction shall prepare a budget for HVAS with an increase of not more than 15% over the previous fiscal year budget.

f. Upon approval of the HVAS Budget, Committee Members shall work with their Participating Jurisdictions towards an approved budget to pay for the Service Fees.

10. AUTHORIZATION TO APPROVE ANNUAL BUDGET AND POTENTIAL INCREASE IN SERVICE FEES

Participating Jurisdictions shall pay their approved Service Fee even if that Participating Jurisdiction: (i) did not have a voting Advisory Committee member on the Advisory Committee, or (ii) did not vote in favor of approving the budget and proposed service fees.

11. CALCULATING THE ANNUAL SERVICE FEES.

The annual Services Fees for each Participating Jurisdiction shall be determined by multiplying the Annual Budget by each Participating Jurisdiction's percentage of the total population of all the Participating Jurisdictions. The Operating Jurisdiction shall be responsible for determining the population of each Participating Jurisdiction, which may be based on any official federal, state or county population estimates.

12. COLLECTION AND MANAGEMENT OF HVAS FUNDS

a. The Operating Jurisdiction shall invoice each Participating Jurisdiction for the Service Fees as outlined within the approved annual budget on a quarterly basis.

b. Participating Jurisdictions shall make payment to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction. Any late payments by Participating Jurisdictions shall bear interest at the rate of eighteen percent (18%) for annum.

c. It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

d. It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Advisory Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected year end fund balance. These financial reports can also be requested by any participating agency and will be provided within 14 days of the request.

13. INTEGRATION, MODIFICATION, AND SEVERABILITY

a. Except as otherwise provide in this Agreement, this Agreement may be modified, amended, or terminated only upon written agreement of the Participating Jurisdictions.

b. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be give effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such invalid. To this end, the terms and conditions of this Agreement are declared severable.

14. INSURANCE / GOVERNMENTAL IMMUNITY

The Participating and Non-Participating Jurisdictions are governmental entities under the Utah Governmental Immunity Act, Utah Code § 63G-7-101, et seq. (the "Immunity Act"), and do not waive any defenses available under the Immunity Act or any limits on liability under the Immunity Act. Each entity shall be responsible and liable for wrongful acts or negligence acts that are committed by its agents, officers or employees. Each entity agrees to maintain reasonable insurance coverage for any such liability. If any Notice of Claim is provided that may related to the services provided under this Agreement, the party receiving the Notice of Claim shall immediately provide the claim to any other entity named in the Notice of Claim.

15. NO SEPARATE LEGAL ENTITY.

No separate legal entity is created by this Agreement.

16. INTERLOCAL COOPERATION ACT.

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Advisory Committee is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Heber City upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

WASATCH COUNTY

By: _____
Chair

By: _____
Wasatch County Sheriff

ATTEST:

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:

By: _____
County Attorney

HEBER CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF MIDWAY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

TOWNSHIP OF INTERLAKEN

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

TOWNSHIP OF HIDEOUT

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

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