

# Mapleton City Council Staff Report

Meeting Date: December 2, 2014

Prepared by: Cory Branch

**ACTION ITEM:**

Consideration to approve an Amendment to an Interlocal Cooperation Agreement between South Utah Valley Animal Services Special Service District and Mapleton City regarding the operating expenses.

**FINDINGS OF FACT:**

1. The purpose of this Amendment is to allow for provisions to the operating expenses. (see Attachment 1 – Amendment to Interlocal Cooperation Agreement)
2. Staff is prepared to discuss this Amendment at the night of the council meeting.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed Amendment.

**ATTACHMENTS:**

1. Amendment to Interlocal Cooperation Agreement
2. Existing Interlocal Cooperation Agreement 5. Operating Expenses

AGREEMENT NO. 2014-\_\_\_\_\_

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT**  
**between**  
**SOUTH UTAH VALLEY ANIMAL SERVICES SPECIAL SERVICE**  
**DISTRICT AND \_\_\_\_\_ CITY**  
**for**  
**ANIMAL SHELTER SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between SOUTH UTAH VALLEY ANIMAL SERVICES SPECIAL SERVICE DISTRICT, a body corporate and politic of the State of Utah, (hereinafter referred to as SUVASSSD), and \_\_\_\_\_ CITY, a political subdivision of the State of Utah, (hereinafter referred to as CITY).

**WITNESSETH:**

**WHEREAS**, CITY has contracted with SUVASSSD for animal shelter services; and

**WHEREAS**, SUVASSSD has provided such services in accordance with the parties prior Interlocal Cooperation Agreement; and

**WHEREAS**, such contracts are authorized and provided for by the provisions of the Utah Interlocal Cooperation Act, and

**WHEREAS**, CITY and SUVASSSD desire to amend the prior Interlocal Cooperation Agreement in accordance with state law;

**NOW, THEREFORE**, the parties hereto agree as follows:

**Part I.** Section 5.5 , Operating Expenses, of the INTERLOCAL COOPERATION AGREEMENT between SOUTH UTAH VALLEY ANIMAL SERVICES SPECIAL SERVICE DISTRICT and \_\_\_\_\_ CITY for animal shelter services is hereby amended as follows:

“5. Operating Expenses

CITY shall pay SUVASSSD operating expenses as provided below.

Each year an annual budget will be prepared and presented for approval by the district board in the February meeting. Each CITY/COUNTY will receive its portion of the net costs for the shelter based on animals served for the previous calendar year at the meeting.

As the SUVASSSD’s budget is based on a June 30 fiscal year, operating expense billings will be from July to June. CITIES/COUNTY will be billed in advance on a semiannual basis on July 1<sup>st</sup> and January 2<sup>nd</sup>, or

more frequently as determined by SUVASSSD, for services based on one half of the fiscal year budget shortfall and each CITY/COUNTY'S respective percentage based on animals served at the shelter for the previous calendar year. Payment is due on receipt of invoice. Operating expense billing will commence January 1, 2006. The following is a table based on 2004 animal numbers showing by CITY/COUNTY the amount that each CITY/COUNTY will be billed on January 1, 2006 & April 1, 2006. Billings for the fiscal year commencing July 1, 2006 shall be based on 2005 animal numbers.

	2004		1/1/2006	4/1/2006	Total
	Number of Animals	%			
Elkridge	48	0.93%	456	456	\$911
Genola	48	0.93%	456	456	\$911
Mapleton	219	4.23%	2,079	2,079	\$4,157
Provo	2,164	41.78%	20,540	20,540	\$41,081
Spanish Fork	909	17.55%	8,628	8,628	\$17,256
Salem	241	4.65%	2,288	2,288	\$4,575
Santaquin	174	3.36%	1,652	1,652	\$3,303
Springville	991	19.13%	9,406	9,406	\$18,813
Woodland Hills	36	0.69%	342	342	\$683
Utah County	290	5.60%	2,753	2,753	\$5,505
Total	5,180	100.00%	49,168	49,168	\$97,197"

**Part II.** All other terms of the parties' prior Interlocal Cooperation Agreement for Animal Shelter Services shall remain unchanged and continue in full force and effect.

**Part III.** Executed copies of this amendment shall be placed on file with the official keeper of records of SUVASSSD and CITY, and shall remain on file for public inspection during the term of the Interlocal Cooperation Agreement.

**Part IV.** This amendment shall be effective upon the date of execution of this amendment by all signatories to the Interlocal Cooperation Agreement.

**Part V.** This amendment shall be (a) approved by the governing body of each of the parties which have entered into the Interlocal Cooperation Agreement with SUVASSSD, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

The remainder of this page is intentionally left blank.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SUVASSSD

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:  
Attorney for SUVASSSD

By: \_\_\_\_\_  
SUVASSSD Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_ CITY

BY: \_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_ CITY RECORDER

By: \_\_\_\_\_  
Recorder

APPROVED AS TO FORM AND COMPLIANCE  
WITH APPLICABLE LAW:  
\_\_\_\_\_ CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney

### 3. Fee Schedule Revision

The SUVASSSD Fee Schedule may be revised and amended periodically by the SUVASSSD.

### 4. Startup Working Capital

CITIES/COUNTY shall pay a one-time startup working capital totaling \$50,000 on December 1, 2005. The amount that each CITY/COUNTY shall pay is based on the usage (number of animals served at the shelter for CITY/COUNTY) for the 2004 calendar year. Each CITY/COUNTY shall pay SUVASSSD the sums listed in the following table for SUVASSSD working capital:

	2004		
	Number of		Working
	Animals	%	Capital
Elkridge	48	0.83%	\$415
Genola	48	0.83%	\$415
Goshen	60	1.04%	\$519
Mapleton	219	3.79%	\$1,894
Payson	601	10.40%	\$5,198
Provo	2,164	37.43%	\$18,716
Spanish Fork	909	15.72%	\$7,862
Salem	241	4.17%	\$2,084
Santaquin	174	3.01%	\$1,505
Springville	991	17.14%	\$8,571
Woodland Hills	36	0.62%	\$311
Utah County	290	5.02%	\$2,508
Total	5,781	100.00%	\$50,000

### 5. Operating Expenses

CITY shall pay SUVASSSD operating expenses as provided below.

Each year an annual budget will be prepared and presented for approval by the district board in the February meeting. Each CITY/COUNTY will receive its portion of the net costs for the shelter based on animals served for the previous calendar year at the meeting.

As the SUVASSSD's budget is based on a June 30 fiscal year, operating expense billings will be from July to June. CITIES/COUNTY will be billed in advance at the beginning of each quarter starting on July 1<sup>st</sup> for services based on one fourth of the fiscal year budget shortfall and each CITY/COUNTY'S respective percentage based on animals served at the shelter for the previous calendar year. Payment is due on receipt of invoice. Operating expense billing will commence January 1, 2006. The following is a table based on 2004 animal numbers showing by CITY/COUNTY the amount that each CITY/COUNTY will be billed on January 1, 2006 & April 1, 2006. Billings for the fiscal year commencing July 1, 2006 shall be based on 2005 animal numbers.

	2004				
	Number of				
	Animals	%	1/1/2006	4/1/2006	Total
Elkridge	48	0.83%	480	480	\$960
Genola	48	0.83%	480	480	\$960
Goshen	60	1.04%	600	600	\$1,200
Mapleton	219	3.79%	2,189	2,189	\$4,378
Payson	601	10.40%	6,006	6,006	\$12,012
Provo	2,164	37.43%	21,626	21,626	\$43,252
Spanish Fork	909	15.72%	9,084	9,084	\$18,168
Salem	241	4.17%	2,408	2,408	\$4,816

Santaquin	174	3.01%	1,739	1,739	\$3,478
Springville	991	17.14%	9,904	9,904	\$19,808
Woodland Hills	36	0.62%	360	360	\$720
Utah County	290	5.02%	2,898	2,898	\$5,796
Total	5,781	100.00%	57,773	57,773	\$115,549

#### 6. Entry Fee

After the effective date of this agreement any governmental entity within SUVASSSD boundaries which is lawfully organized as of the effective date of this agreement shall pay SUVASSSD an entry fee in an amount to be determined by SUVASSSD as a condition of entering into an agreement with SUVASSSD for animal shelter services.

#### **Section 6. OPERATION OF ANIMAL SHELTER.**

CITY shall comply with the current SUVASSSD Animal Shelter Policies and Procedures attached as Exhibit B, which may be amended by SUVASSSD and approved by CITY. SUVASSSD agrees to maintain its Animal Shelter in a humane manner and keep said premises in a sanitary condition at all times and further agrees that it will use humane methods of care and euthanasia as determined by SUVASSSD.

CITY shall adopt and/or enact ordinances similar to the animal ordinances attached as Exhibit C relating to animal control and continue said ordinances in effect during the term of this Agreement, which ordinances shall be identical in substance to the provisions of Exhibit C in the following areas:

- A. Notice to owner requirements
- B. Redemption by Owner
- C. Holding Period Requirements
- D. Disposal of Unredeemed Animals
- E. Rabies Control
- F. Animal Licensing

All parties which have entered into this Agreement may mutually agree to change these ordinances at any time. SUVASSSD agrees to comply with CITY ordinances in regards to the number of animals, types of animals and other ordinance requirements related to licensing and maintaining animals in the CITY.

#### **Section 7. METHOD OF TERMINATION.**

This Interlocal Cooperation Agreement may terminate at the end of the original or renewal terms as stated in Section 1 of this Agreement. At any time prior to the termination of this Agreement, either party to this Agreement may terminate the Agreement by giving the other party one hundred eighty (180) days prior written notice of its intent to terminate the Agreement by certified mail, return receipt requested. In the event of the termination of this agreement, if the terminating party thereafter desires to reinstate this agreement, the terminating party shall be charged a reinstatement fee for the charges, fees and costs the reinstating party would have paid had the agreement not been terminated. SUVASSSD shall promptly forward all received termination notices to all parties that have entered into shelter service agreements with SUVASSSD. All other parties with shelter service agreements may terminate their shelter service agreement with SUVASSSD within 30 days of receipt of a termination notice from SUVASSSD.