

RESOLUTION NO. 2007-0053

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR ANIMAL SERVICES WITH DRAPER CITY.

WHEREAS Bluffdale City has undertaken to provide animal control services within the City; and

WHEREAS Bluffdale City does not have sufficient facilities to provide a safe, clean, and healthy environment for keeping impounded or captured animals; and

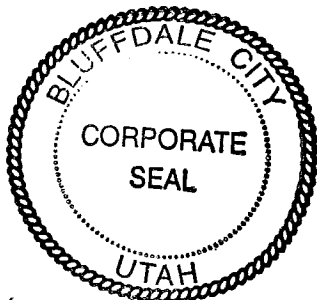
WHEREAS Draper City owns and operates an animal shelter located at 12375 S. Galena Park Drive in Draper, Utah, and has extra unused capacity at the animal shelter;

NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:

Section 1. Authorization to Enter into Interlocal Agreement. The Bluffdale City Council hereby authorizes the Mayor or City Manager to execute and enter into an Interlocal Agreement with Draper City for Animal Services, attached as Exhibit A.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED this 10th day of July, 2007.



BLUFFDALE CITY

Handwritten signature of Mayor

ATTEST:

Handwritten signature of Laddie K. Bee, City Recorder

Voting by the City Council:	Yes	No
Councilmember Speed	<u> x </u>	<u> </u>
Councilmember Briggs	<u> x </u>	<u> </u>
Councilmember Lord	<u> x </u>	<u> </u>
Councilmember Kelley	<u> x </u>	<u> </u>
Councilmember Maxwell	<u> x </u>	<u> </u>

EXHIBIT A

INTERLOCAL AGREEMENT FOR ANIMAL SERVICES

INTERLOCAL AGREEMENT FOR ANIMAL SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL SERVICES is made and entered into as of the 10 day of July, 2007, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **BLUFFDALE CITY**, a Utah municipal corporation, hereinafter referred to as the "Contracting Entity."

RECITALS:

WHEREAS, the City owns and operates an animal shelter located at approximately 12375 South Galena Park Drive (500 West), Draper, UT 84020 (hereinafter the "Animal Shelter") which facility is intended and equipped to board and treat seized, stray, homeless, quarantined, or impounded animals and to provide relevant services for the care and handling of such animals, including euthanasia procedures; and

WHEREAS, the Animal Shelter currently has greater capacity than is needed by the City and has sufficient facilities to board, treat and handle animals impounded by other public entities; and

WHEREAS, the City is willing to contract with other public entities to provide services at the Animal Shelter in accordance with the provisions set forth herein; and

WHEREAS, the Contracting Entity desires to receive services from the Animal Shelter as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Term.** The term of this Interlocal Agreement shall be one (1) year, commencing on the date first noted above, which term shall be automatically renewed unless otherwise terminated by either party giving the other party thirty (30) days written notice of such party's intent to terminate.

2. **Services.** The City shall provide small animal boarding and euthanasia services for the Contracting Entity at the Animal Shelter. The City agrees to handle all paperwork and fees associated with the impoundment of animals impounded at the Animal Shelter in accordance with Draper City's ordinances and policies. However, the Contracting Entity shall be responsible for the handling of redemption of impounded animals from the Animal Shelter. The City will release animals impounded by the Contracting Entity at the direction of an authorized officer of the Contracting Entity. As used herein, "small animal" shall include any dog, cat or other small domesticated animal.

3. **Costs.** Boarding of small animals shall be provided at a rate of \$6.00 per small animal per day. Boarding of livestock shall be provided at a rate of \$10.00 per large animal per day. Requested euthanasia and disposal of small animals shall be provided at a rate of \$4.50 per animal. Any other services provided, such as emergency treatment, shall be charged to the Contracting Entity in the amount usually charged by or to the City for such services.

4. **Non-Assignability.** This Agreement shall not be assigned by either party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, successors and assigns.

5. **Indemnification.** The City shall comply with all applicable federal, state and local regulations regarding animal control. The Contracting Entity agrees to hold harmless and indemnify the City and its officers, employees, agents, assigns and sureties, for any damage, injury, loss or expense, including attorney fees, to any third party as a result of the City's good faith effort to provide the services contemplated herein to the Contracting Entity, except that nothing herein shall be construed to require Contracting Entity to indemnify the City for the City's own negligence.

6. **Severability.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect.

7. **Integration.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes all prior written and oral agreements and representations pertaining thereto. Any alterations, modifications or amendments must be in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

DRAPER CITY

ATTEST:

City Recorder

By: _____
Mayor

"CONTRACTING ENTITY"

BLUFFDALE CITY

ATTEST:

Jeddie K. Beer

City Recorder

By: *Shane G. Fisher*

Its: *Mayor*

