

RESOLUTION NO. 2007-0055

A RESOLUTION OF THE BLUFFDALE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT FOR ANIMAL SERVICES.

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 another city or jurisdiction may have an animal shelter with unused capacity and may be willing to contract with the City of Bluffdale for the storage, euthanization, and/or disposal of animals;

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

Section 1. Authorization to Enter into Interlocal Agreement. The Bluffdale City Council hereby authorizes the City Manager to execute and enter into an Interlocal Agreement with another jurisdiction for Animal Services.

Section 2. This Resolution shall become effective immediately upon passage.

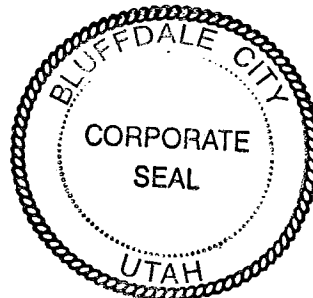
PASSED AND APPROVED this 28th day of August, 2007.

CITY OF BLUFFDALE

*[Signature]*  
Mayor

ATTEST:

*[Signature]*  
City Recorder



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

## ANIMAL CONTROL & SHELTER AGREEMENT

This agreement is made and entered into this 27<sup>th</sup> day of August, 2007, by and between MIDVALE CITY, hereinafter referred to as the "CITY", and BLUFFDALE CITY, hereinafter referred to as the "CONTRACTING ENTITY".

**WHEREAS**, the City owns and operates an Animal Shelter located at 8190 South Main Street (700 West), Midvale, Utah 84047, hereinafter referred to as the "SHELTER", which facility is intended and equipped to house seized, strays, homeless, quarantines, or impounded animals and to provide relevant services for the care and handling of such animals, including euthanasia and disposal procedures:

**WHEREAS**, the City is willing to contract with other public entities for services provided at the Shelter in accordance with the provisions set forth herein:

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the adequacy of which is hereby acknowledged, the parties agree to follow:

Section 1. Terms. The terms of agreement shall be for a period of (6) six months to (1) one year, commencing on the date first noted above, which term shall be automatically renewed unless otherwise terminated by either party.

Section 2. Services. The shelter shall for small animal boarding, euthanasia, and/ or disposal services for the Contracting Entity and the City. The City also agrees to handle the paperwork and fees (billings) associated with the services provided to the Contracting Entity. As referred to herein, "small animal" shall include dogs, cats, other small domesticated animals, and small wildlife.

Section 3. Cost. Boarding of small animals shall be provided at a rate of \$6.00 per animal per day. Euthanasia of small animals shall be provided at a rate of \$1.50 per animal. Other services provided shall be adjusted accordingly by agreement of both parties. The Contracting Entity shall be charged the amount usually charged to the City for such services.

Section 4. Non-Assingability. This Agreement shall not be assigned by either party without the express consent of the other party. This agreement shall be binding upon and insure to benefit of the parties herein and their respective agents, successors and assigns and heirs.

Section 5. Indemnification. The Parties 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

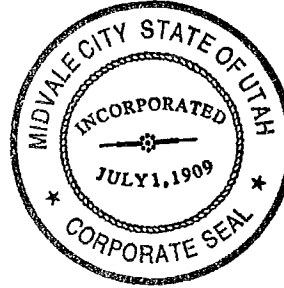
Section 6. Severability Clause. The invalidity of any portion of this agreement shall not prevent the remainder of the Agreement from being carried into effect.

Section 7. Integration Clause. 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 and signed by the parties.

IN WITNESS WHEREOF, the parties sign the foregoing through appropriate and authorized representatives on the date first noted above.

"CITY"  
Midvale City

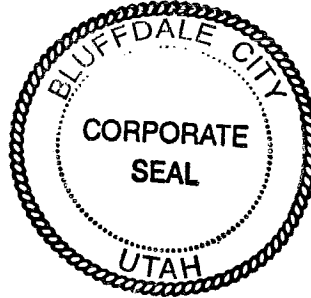
By: Jolenn Beghini  
Mayor



ATTEST:  
Ron L. Clark  
City Recorder

"CONTRACTING ENTITY"  
Bluffdale City

By: [Signature]  
~~Mayor~~ CITY MANAGER



ATTEST:  
Jeddie K. Beebe  
City Recorder