RESOLUTION NO. R-2024-3326

A RESOLUTION CORRECTING A RESOLUTION AND INTERLOCAL AGREEMENT THAT WAS PREVIOUSLY APPROVED -- INTERLOCAL AGREEMENT WITH IVINS FOR ANIMAL SHELTER SERVICES

WHEREAS, on June 18, 2024 the Washington County Board of Commissioner passed Resolution No. R-2024-3323 ("Resolution"); however, the Resolution and associated Interlocal Agreement require typographical corrections;

WHEREAS, Ivins City ("Ivins") currently owns, operates, and maintains an animal shelter ("Shelter"), in conjunction with the Ivins Animal Control program operated by the Santa Clara-Ivins Police Department ("SCI"); and

WHEREAS, the County has no animal control program or shelter; and

WHEREAS, the Shelter currently has space available for sheltering animals that have been picked up within the limits of Washington County but outside of the city limits of Santa Clara and Ivins Cities; and

WHEREAS, the County has no immediate plans to operate an animal control program and/or animal shelter; and

WHEREAS, the County is interested in contracting with SCI to provide limited impound or sheltering services, and is willing to fairly and reasonably compensate SCI for the same; and

WHEREAS, SCI is interested, at least while surplus space is or may be made available in its animal shelter, to provide such impound and sheltering services, as herein set forth, and for the amount of compensation offered and set forth herein;

WHEREAS, SCI and Washington County have negotiated an Interlocal Agreement for the aforementioned animal shelter services; and

WHEREAS, it is in furtherance of public purposes and in the best interests of the citizens of SCI and of the County that this Interlocal Agreement be approved and signed.

NOW THEREFORE, it is hereby resolved by the County Commissioners of Washington County, Utah that this Resolution formally corrects the typographical errors of Resolution R-2024-3323 and approve the typographic corrections of the previously approved and executed Interlocal Agreement.

VOTED UPON AND PASSED BY THE WASHINGTON COUNTY COMMISSION AT A REGULAR MEETING OF THE WASHINGTON COUNTY COMMISSION HELD ON JULY 2, 2024.

(SIGNATURE BLOCK ON FOLLOWING PAGE)

WASHINGTON COUNTY

GIL ALMQUIST, Chair
Washington County Commission

ATTEST:

Ryan Sullivan
Washington County Clerk-Auditor

Commissioner Almquist voted Aye
Commissioner Iverson voted Aye
Commissioner Snow voted Aye

Approved as to Form:

Eric Clarke
Washington County Attorney

INTERLOCAL AGREEMENT

(Animal Shelter Services)

THIS Interlocal Agreement is made and entered into by and between **Santa Clara-Ivins**, a Political Subdivision of the State of Utah, with its offices located at 55 N Main St. Ivins, Utah, 84730. Santa Clara, Utah, hereinafter referred to as "SCI," and **Washington County**, a Political Subdivision of the State of Utah, with its offices located at 111 E Tabernacle, St. George, Utah 84770, hereinafter referred to as "County."

WHEREAS, SCI currently owns, operates, and maintains an animal shelter ("Shelter") in conjunction with the City Animal Control program operated by the SCI Police Department; and

WHEREAS, the County has no animal control program or shelter; and

WHEREAS, Shelter currently has space available for sheltering animals that have been picked up within the limits of Washington County but outside of the city limits of SCI; and

WHEREAS, County has no immediate plans to operate an animal control program and animal shelter; and

WHEREAS, County is interested in contracting with SCI to provide limited impound or sheltering services and is willing to fairly and reasonably compensate SCI for the same; and

WHEREAS, SCI is interested, at least while surplus space is or may be made available in its animal shelter, to provide such impound and sheltering services, as herein set forth, and for the amount of compensation offered and set forth herein; and

WHEREAS, it is in furtherance of public purposes and in the best interests of the citizens of SCI and of the County that this AGREEMENT be approved and signed; and

NOW THEREFORE, in consideration of the covenants and promises herein contained, and other good and valuable consideration, **IT IS HEREBY AGREED** by SCI and County as follows:

1. **Animal Shelter Services**

   a. It is understood and agreed that this is not a full-service animal control and sheltering agreement; that, until otherwise agreed, such services apply to dogs and cats; that sheltering is available on a space-available basis only (with SCI animals taking priority); that, except for "animal surrenders" at the shelter, such services shall only be provided for animals outside of SCI pursuant to a request for services and referral by and from a Deputy of the Washington County Sheriff's Office ("WCSO"); and that prosecution services for animal-related offenses outside SCI but within the limits of Washington County shall be the duty of WCSO, not the duty of SCI.

b. Services hereunder shall include (as space and SCI personnel are available) impound services for all law-enforcement referred animal incidents within the limits of Washington County *e.g.*, dispatching, taking possession of and transporting animals, and requisite food, sheltering, storage, vaccinations, and reporting.

c. Services hereunder shall also include the acceptance and sheltering of a dog or cat which the owner thereof, on proof of such ownership, may desire to surrender to the SCI Animal Shelter for safekeeping and disposition.

d. Provide WCSO with access to any animal control or shelter reports pertinent or in accordance with the provisions of this Agreement and the Utah Government Records Access and Management Act ("GRAMA").

2. SCI agrees to provide such services, subject to the following:

a. Space and personnel availability.

(1) Services hereunder shall *not* include requested animal control services and when SCI law enforcement or animal control officer is unavailable or otherwise engaged in official law enforcement duties or animal control duties at the time such services are requested.

(2) SCI expressly reserves the right to refuse to impound, accept the surrender of, or continue sheltering any WCSO animals if the Animal Shelter is already at capacity or if additional space is required to accommodate more animals.

b. Preference is given to the transporting and sheltering of SCI animals.

c. County being current in its payment of compensation, as provided herein.

d. County is not defaulted on any other requirement or provision of Section 3 hereof.

3. It is also understood and agreed that:

a. SCI may assess and collect from County the impound and other applicable fees in place at the time of entering into this Agreement for any and all animals treated or sheltered from outside of the city limits of SCI. Animals shall be treated (for fee-assessment purposes) as though they are from unincorporated areas of Washington County.

b. The compensation provided to SCI hereunder covers only a portion of the costs and expenses that SCI incurs in providing the services provided herein; such costs include, but are not limited to, those related to personnel, building and infrastructure, utilities, vehicle costs and maintenance, dispatch, reporting, vaccinations, food, storage, etc.

c. County will not have any ownership interest in, or preferential access to, any structure, facility, vehicle, personnel, or other asset of SCI financed in any way by or from the compensation provided to SCI herein.

4. County agrees to:

   a. Provide the SCI Animal Shelter with the requisite owner records on a timely basis to facilitate the prompt return of dogs to their owners or lawful caretakers.

   b. Pay SCI annually for Animal Services provided. The amount agreed upon shall be ten dollars per day per animal and any medical/veterinary services required. The parties may negotiate payment of in-kind services. If the parties exchange for in-kind services, they shall exchange invoices for documentation.

5. Regarding *all services* provided hereunder, SCI agrees to:

   a. Hold harmless and indemnify County and WCSO for all claims made against County or WCSO as a result of the acts or omissions of any employee or person employed or retained by SCI and providing services under the authority of this Agreement.

   b. Abide by the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et seq.), which prohibits discrimination against any employee or applicant for employment, or any applicant or recipient of services, based on race, religion, color, or national origin.

   c. Abide by the provisions of Executive Order No. 11246, as amended, which prohibits discrimination based on age.

   d. Abide by the provisions of Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on handicap or disability.

   e. Treat as confidential any information concerning the business of County or WCSO, its financial affairs, its relations with employees, and any other information designated by WCSO as confidential, except that information which is a matter of public record.

6. **Interlocal Cooperation Act Requirements:** The following terms are included in this Agreement in order to comply with the requirements of the ICA:

   a. The parties herein represent that each of them has lawfully entered into this Agreement, having complied with all relevant and applicable statutes, ordinances, resolutions, by-laws, and other legal requirements.

   b. This Agreement shall be interpreted according to the laws of the State of Utah.

   c. This Agreement does not establish a separate legal administrative entity.

   d. There is anticipated to be no jointly acquired, owned, or held personal and/or real property under this Agreement, and hence, no property that shall require disposition by the parties upon termination of this Agreement. All property (not animals) acquired during the Agreement shall be the property of the entity that acquired it.

   e. The parties hereto shall each file a copy of this Agreement with its respective custodian of records (*i.e.*, clerk or recorder).

f. The respective governing bodies of the parties hereto have adopted resolutions authorizing this Agreement, and legal counsel for each party has approved the Agreement as being in proper form and compatible with the laws of the State of Utah.

g. This Agreement shall be in effect from the date that it is signed by both parties hereto **until July 1, 2025**, and shall, unless terminated or amended by the Parties and subject to the provisions of Section 7b below, be **automatically renewed for each following year thereafter on an annual basis.**

7. **Modifications/Amendments:**

a. No alterations, modifications, or waivers of any provision or provisions of this Agreement shall be valid or effective unless it is first reduced to writing, approved by the governing body of each Party, duly signed, and filed with the original signed copy of this Agreement.

b. The compensation provided to SCI pursuant to Section 4b of this Agreement is subject to annual review by both Parties.

(1) If SCI anticipates an increase in the requested compensation, it shall provide notice, in writing, to County at least 90 days before the end of the current term. County shall then, at least 60 days before the end of the current year, sign and return to SCI the proposed amendment or communicate to SCI its decision to terminate the Agreement.

(2) If SCI requests no increase in compensation, and neither Party serves the other a notice of termination of this Agreement at least 60 days before the end of the current year. This Agreement (as then currently modified) shall automatically renew for another year.

8. **Termination:** Notwithstanding the provisions of Section 7(b)(2), in the event that either party should determine that the other party's performance is unsatisfactory, it may terminate this Agreement upon 30 days prior written notice to the other party. Failure of dog owners and/or caretakers who reside outside the boundaries of SCI to pay the assessed fees under and pursuant to Section 3 above *shall*, for purposes of this Section, be attributable to County and *may*, at SCI option, result in and provide the basis and/or grounds for a notice of termination of the Agreement by SCI.

9. **Suspension:** In the event of late payment or a failure to pay the agreed-upon compensation, as and when agreed to herein, SCI may, at its option, suspend service until the compensation due hereunder is paid in full and give notice to terminate this Agreement.

10. **Fair Notice of Default:** The parties are desirous of giving one another fair notice of any default before sanctions other than termination of this Agreement under Section 8 or suspension under Section 9 are or may be sought. *[These provisions do not bind or affect the ability to terminate or suspend under Sections 8 and 9 above.]* In the event of an act of default concerning any provision of this agreement, neither party may institute legal action concerning such default without first complying with the following conditions:

a. Notice of such event of default must be given in writing and mailed to the other party by U.S. certified mail, with a return receipt requested.

b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Agreement and shall designate the specific section(s) hereof which relate to the alleged act of default.

c. Such notice shall also contain a reasonable, understandable description of the action to be taken or performed by the other party to cure the alleged default and the date by which the default must be remedied, and said date may not be fewer than 14 business days from the date of mailing of the notice of default.

11. **Good Faith -- Fees and Costs:** If either party fails to comply with any of the provisions of this agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated in this agreement, the losing party will pay to the prevailing party the reasonable costs and expenses of such action, but not including attorney's fee. Each party shall be responsible for its own attorney fees. Unless otherwise specified, all lawsuits under this agreement shall be filed in the county where this agreement is executed and be governed by Utah law.

12. **Waiver:** Any party's waiver of a breach of any provision of this agreement shall not operate or be construed as a waiver of said provision or any subsequent breach thereof.

13. **Duplicate Originals:** It is acknowledged that this Agreement, consisting of 5 typewritten pages, exclusive of exhibits, has been executed in **duplicate** and that an original copy hereof has been retained by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

Ivins City

By:

_____

Name, Mayor

Date: _____

Washington County

By:

_____

Gil Almquist, Commission

Date: _____

Approved as to form and compatibility with the laws of the State of Utah:

_____

Name
City Attorney
Ivins City

_____

Deputy Washington County Attorney