

Council Meeting of April 22, 2015

Agenda Item No. 7c

REQUEST FOR COUNCIL ACTION

SUBJECT: A resolution authorizing execution of an Agreement for Murray City to contract with the City of West Jordan for Animal Control services and management of the Murray Animal Shelter.

SUMMARY: This Agreement sets forth the requirements for providing an inter-city agreement between Murray City and the City of West Jordan for Animal Control services and management of the Murray Animal Shelter.

FISCAL IMPACT: Murray City will compensate West Jordan City for providing Animal Control services. The annual payments cover hard costs such as personnel and vehicles, and also cover miscellaneous soft costs that are difficult to track. West Jordan City is compensated for all costs and as a result there is not a fiscal impact to the City.

STAFF RECOMMENDATION:

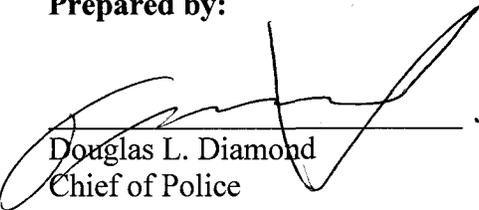
Adopt the attached resolution authorizing the Mayor to execute the Agreement between Murray City and the City of West Jordan for Animal Control services and management of the Murray Animal Shelter.

MOTION RECOMMENDED:

"I move to adopt Resolution 15-78, approving the City's execution of the Agreement providing an inter-city agreement between Murray City and the City of West Jordan for Animal Control services and management of the Murray Animal Shelter.

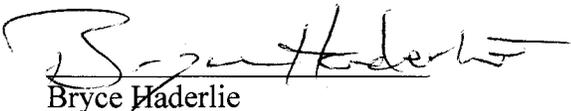
Roll Call vote required

Prepared by:



Douglas L. Diamond
Chief of Police

Recommended by:



Bryce Haderlie
Interim City Manager

Approved as to Legal Form by:



Jeffrey Robinson
City Attorney

BACKGROUND DISCUSSION:

This agreement sets forth the requirements for the City of West Jordan to provide Animal control services and management of the Murray Animal Shelter. The City of West Jordan has provided these services for Murray City since July of 2010, and the agreement entered into at that time is slated to expire June 30th 2015.

The leadership of the Murray City Police Department which is responsible for providing animal control services for their City has been pleased with the quality of the services provided for their citizens by West Jordan Animal Control. They have requested that the City of West Jordan continue to provide these services for Murray City.

The agreement would continue for -5- years until June 30, 2020; and may be terminated by either party for any reason with six (6) months' notice.

The annual payment to the City of West Jordan from Murray City for these services covers personnel costs, vehicle costs, and other costs that are difficult to track such as hiring and training employees, providing employee supervision, after hours shelter cleaning, emergency callouts, etc.

The following are the annual costs that are easily captured:

- Personnel (-2- Animal Control Officers, -1- Shelter Records Clerk)
 - \$106,078 (officers)
 - \$39,428 (clerk)
 - Total Personnel: \$145,506

- Vehicles (-2- A/C trucks includes lease, maintenance, fuel)
 - \$60,552
 - Total Vehicle: \$60,552

- Miscellaneous Expenses: (Murray pays for most equipment/shelter supplies)
 - \$3,000
 - Total Misc: \$3,000

-Total Hard Costs of Murray Animal Control Program: \$209,058

There is NO net cost to West Jordan City. The annual payment from Murray City covers all West Jordan Expenses.

It should be noted that there are "soft costs" that are difficult to track such as expenses for West Jordan personnel covering when Murray personnel are taking time off, providing weekend shelter cleaning services, costs associated with supervising the Murray A/C program, additional liability, and other man hours incurred related to maintaining and managing this program. These costs have been estimated as closely as possible and worked into the annual payment schedule listed below. Each year the annual payment is adjusted to meet an estimated increase in employee, supply, and equipment costs. The fee charged to Murray City is designed to insure that there is **NO NET COST** to the City of West Jordan for providing this service to Murray City.

The following is the payment schedule that Murray City will follow:

- First Year: \$302,136.00
- Second Year: \$308,178.00
- Third Year: \$314,341.00
- Fourth Year: \$320,628.00
- Fifth Year: \$327,040.00

Per the recommended agreement Murray City pays for and purchases all animal capture equipment, first aid equipment, humane animal traps, computers, computer maintenance, and service costs, costs associated with animal adoptions and the TNR program, euthanization and disposal of animals at the Murray shelter, processing of pet licenses, costs of utilities for the Murray shelter, maintenance and cleaning supplies related to the Murray shelter, food and related supplies for the care and maintenance of animals impounded at Murray's shelter.

This agreement is advantageous to the City of West Jordan as it allows us to have a larger Animal Control division from which to draw resources when needed. The City of West Jordan further benefits in that none of the expenses related to having a larger Animal Control Division are shouldered by the City as all additional funding required to run Murray Animal Control is covered by the fees paid by Murray City resulting to no net cost to the City of West Jordan.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-78

**A RESOLUTION AUTHORIZING THE EXECUTION
BY THE MAYOR OF AN AGREEMENT BETWEEN
THE CITY OF WEST JORDAN AND
MURRAY CITY**

WHEREAS, the City Council of the City of West Jordan desires to enter an agreement between the City Of West Jordan and Murray City, and

WHEREAS, the Mayor is authorized to execute this agreement pursuant to Utah Code Annotated 10-3-1223;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is authorized and directed to execute an Agreement as follows:

“Agreement for West Jordan City to provide Animal Control Services and Animal Shelter Management Services to Murray City.”

Section 2. This Resolution shall take effect when both Parties named above each execute an original or copy of this Agreement as required by law.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2015.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Sophie Rice
Ben Southworth
Mayor Kim V. Rolfe

"AYE"

"NAY"

INTERLOCAL COOPERATION AGREEMENT

Between Murray City and the City of West Jordan
For the City of West Jordan to Provide Animal Control Services
To Murray City

This Interlocal Cooperation Agreement ("Agreement") is made on the _____ day of _____ 2015 ("Effective Date") by and among West Jordan City ("West Jordan") and Murray City ("Murray") pursuant to the provisions of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended ("Interlocal Act").

WHEREAS, Murray and West Jordan currently provide Animal Control services to their residents; and

WHEREAS, West Jordan has successfully been providing Animal Control services to Murray since 2010; and

WHEREAS, Murray has expressed a desire to continue to have West Jordan provide Animal Control services; and

WHEREAS, West Jordan is willing and able to continue to provide Animal Control services to Murray; and

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13 of the Utah Code, permits local governmental entities to make the most efficient use of their powers and to provide the benefit of economies of scale, as well as authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a cooperative basis any powers, privileges and authority that may be exercised by each public entity individually; and

WHEREAS, Murray has determined that it is in its best interest to continue its agreement with West Jordan under the Interlocal Cooperation Act, whereby West Jordan continues to provide Animal Control services to Murray under certain terms, and conditions;

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree as follows:

AGREEMENT

West Jordan hereby agrees to provide Animal Control services to Murray under the terms and conditions specified in the Agreement.

A. The Parties shall respectively perform and fulfill the following obligations:

1. Employees.
 - a. In providing Animal Control services to Murray, West Jordan shall assign two (2) Animal Control officers ("Officers") and one (1) shelter worker ("shelter worker") to perform animal control services in Murray.

- b. Personnel providing Animal Control services shall, at all times, be employees of West Jordan, and shall be subject to the exclusive control and supervision of West Jordan. West Jordan shall have exclusive authority to select, hire, supervise discipline, and/or discharge any and all such personnel performing the Work under this Agreement.
- c. Subject to subparagraph b., above, Murray shall designate a supervisor liaison to work with the West Jordan employees and facilitate coordination with Murray's governmental leadership structure.
- d. West Jordan shall be responsible for all taxes, benefits, worker's compensation and other employee related matters of its employees assigned to work in Murray pursuant to this Agreement.

2. Schedule.

- a. West Jordan shall station an Animal Control officer in Murray, Monday through Friday, 9:00 A.M. to 5:00 P.M. except for West Jordan's recognized holidays.
- b. West Jordan shall designate an on-call officer and telephone number to be available for Murray calls after hours and on holidays.

3. Enforcement.

- a. Officers and the shelter worker shall enforce the Animal Control ordinances of Murray, including but not limited to dealing with calls regarding dead, abandoned, abused and neglected animals; animal bites, and aggressive animals. Officers and the shelter worker shall be required to become familiar with Murray City Animal Control ordinances.
- b. Officers shall follow West Jordan policies and procedures defining the need to patrol the streets for animals and attempt to apprehend them.
- c. Officers will respond to all calls for service concerning dogs and cats running at large, whether on private or public property, pursuant to Murray ordinances, and attempt to contain and/or impound these animals. Officers will respond to and remove from the street or other property, any animal (i) subject to dispatch, (ii) found while patrolling, or (iii) as otherwise directed by Murray.
- d. Officers shall cite violators as deemed necessary.
- e. Officers and the shelter worker shall appear in justice court or district court if and when subpoenaed to testify regarding Animal Control citations issued.
- f. The impounding of any animal in Murray must be handled through the Murray shelter if possible. If the Murray shelter is full and an animal impound is needed in Murray, West Jordan is permitted to take such an animal to the West Jordan shelter if space is available. The space in the Murray shelter may be used by West Jordan as it deems necessary.

4. Trap Neuter Release Program ("TNR").
 - a. West Jordan shall manage and adhere to the TNR Agreement Murray negotiated with No More Homeless Pets.
 - b. Murray will make cat traps available to the officers. Officers will make the traps available to Murray residents.
5. Adoption/Humane Euthanasia.
 - a. Officers and the shelter worker shall use their best efforts and will make it a first priority to adopt out animals impounded pursuant to Murray ordinances.
 - b. In the event that, despite their best efforts, officers and the shelter worker are not able to adopt out certain impounded animals, West Jordan shall provide a method for humane euthanasia of these animals.
6. Licensing.
 - a. Murray shall be fully responsible for all animal licensing in Murray.

B. Compensation.

1. In consideration and as full payment for West Jordan's services under this Agreement, Murray shall pay West Jordan compensation according to the following payment schedule.
2. Each year's compensation may be divided into twelve (12) monthly payments, and paid on the first (1st) of each month, beginning on July, 1 2015. Such annual compensation shall not be pro-rated and shall not be refundable.
3. Compensation shall be subject to the annual appropriation of funds by the Murray City Municipal Council.
4. Payment Schedule:

First Year:	\$302,136.00
Second Year:	\$308,178.00
Third Year:	\$314,341.00
Fourth Year:	\$320,628.00
Fifth Year:	\$327,040.00

C. Term of Agreement.

1. This agreement shall continue for five (5) years, subject to annual appropriation of funds by the Murray City Municipal Council.
2. This Agreement may be terminated by either Party for any or no reason upon six (6) months' notice.
3. This agreement may be extended beyond this five year term upon mutual written agreement of the parties.

D. Equipment and Other Costs.

1. Murray shall provide only the following equipment and pay the following out of pocket costs for the Animal Control services contemplated under this Agreement:
 - a. Police radios and cell phones
 - b. Animal capture equipment
 - c. First aid equipment
 - d. Humane animal traps
 - e. Computer and computer maintenance and service costs
 - f. Costs associated with adoptions and the TNR program
 - g. Euthanization and disposal of animals at the Murray shelter
 - h. Processing of pet licenses
 - i. Costs of utilities for the Murray shelter
 - j. Maintenance and cleaning supplies related to the Murray shelter
 - k. Food and related supplies for the care and maintenance of animals impounded at Murray's shelter.

E. Indemnification.

1. Murray shall indemnify West Jordan, and hold it harmless from any and all claims, lawsuits and damages arising out of the condition of the Murray shelter, and the supplies, and equipment provided by Murray. Such indemnification of West Jordan for claims related to the Murray shelter, supplies and equipment, includes the duty to defend West Jordan should a claim be made against West Jordan in connection with the services it shall render under this Agreement.
2. West Jordan agrees to indemnify and hold Murray, its officers, agents, employees and volunteers harmless from any and all claims, lawsuits and damages arising out of liability to persons and property to the extent caused by West Jordan, its officers or employees' negligent acts, errors or omissions.

F. Insurance.

1. Any insurance obtained by Murray to insure against the liability created by section E.1. of this Agreement shall expressly name West Jordan as an additional insured party.

G. Notice.

1. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof; or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Murray City Police Department
Chief of Police
5025 South State Street
Murray, Utah 84107

West Jordan Police Department
Chief of Police
8040 South Redwood Road
West Jordan, Utah 84088

H. Miscellaneous Provisions.

1. Assignments of Rights. The rights of each party under this Agreement are unique to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior express and written consent of the other party.
2. Applicable Law; Jurisdiction and Venue. This Agreement and West Jordan's obligations and Work hereunder are made and must be performed in compliance with all applicable federal, state, and local laws. The interpretation and enforcement of this Agreement shall be pursuant to the laws of the State of Utah. Jurisdiction and venue for any claims or dispute under this Agreement shall vest solely in the Third District Court of the State of Utah, if in State Court, or the United States District Court of Utah, if in Federal Court.
3. Severance. If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall remain binding on the parties. If any provisions of this Agreement becomes, in its performance, inconsistent with federal, state, or local law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with federal, state or local law, as the case may be, and the balance of this Agreement shall remain in full force and effect.
4. Employees and Subcontractors. West Jordan's Employees and subcontractors, if any, who perform Work under this Agreement shall also be bound by the provisions of this Agreement.
5. Authority to Bind. By signing this Agreement, the undersigned individuals warrant and represent that they have the authority to bind the parties pursuant to the terms of this Agreement.
6. Amendments. This Agreement may only be modified or amended in writing by both parties.
7. Immunity. In entering into this Agreement, the Parties do not waive, and are not waiving, any immunity provided to them, their officials, employees, agents or assigns by the Utah Governmental Immunity Act, Title 63, Chapter 30d, Utah Code annotated, or by other law.
8. No Waiver. Failure of either party to insist on strict performance of any provision of this Agreement by the other party shall not constitute a waiver of any provision of this Agreement, waiver of any other default, or continuing waiver of the provisions in question.
9. Standards of Care. West Jordan warrants that it shall perform the Work in accordance with the standards of care and diligence normally practiced by cities performing Work of a similar nature.

10. Immigration Status Verification for Subcontractors and Employees. West Jordan shall comply with section 63-99a-103 of the Utah Code Annotated.
11. Relationship Obligations. The parties shall not be deemed under this Agreement to be partners, joint venturers, or associated in any manner which obligates them for the debts, defaults, or mistakes of the other party. West Jordan functions as an independent contractor.
12. No Separate Entity Created. No separate interlocal cooperative entity is created hereunder.
13. Counterparts. This Agreement shall be executed in as many counterparts as to provide one for each party, each of which shall constitute an original.
14. Entire Agreement. This Agreement contains the entire Agreement between the parties. There are no other promises or conditions between the parties, whether oral or written. This Agreement supersedes any prior oral written agreement between the parties.
15. Section Headings. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have signed this Agreement as follows:

THE CITY OF WEST JORDAN

ATTEST:

Mayor

City Recorder

Approved as to legal form and compliance with applicable law:



City of West Jordan City Attorney

MURRAY CITY

ATTEST

Mayor

City Recorder

Approved as to legal form and compliance with applicable law:

Attorney for Murray City