

ATTACHMENT "F"

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND THE
CITY OF MILLVILLE
FOR
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Inter-local Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and City of Millville, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of the city of Millville, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so

employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all necessary law enforcement investigation, protection and service 24-hours per day to reasonably enforce all State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, by the COUNTY during the period of this Agreement.

- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.

- 5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.

- 6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.

- 7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.

 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.
9. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.
10. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.
11. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2015 and shall run for a one year period. With the consent of the Cache County Council and the Millville City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

14. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 prior to January 1, 2016, the beginning of Cache County's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.
15. ~~The parties agree that the CITY will provide office space of the CITY's choice located in the CITY building for administrative functions of the deputy sheriffs working in the city. Utilities (except the telephone) and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of his duties outside the CITY and adjacent thereto.~~

IN WITNESS WHEREOF, the City of Millville, by approval of the Millville City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County
Approved as to form and as
Compatible with State law:

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF Millville

Approved as to form and as
Compatible with State law:

Legal Council



Mayor

ATTEST: (seal)



Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2015 through June 30, 2016. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$48.53 per hour. State Liquor Control Funds will be expended at \$48.53 per hour. State Liquor funds are not part of the contract dollars as they are pass through funds.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 16,111	332
TOTAL	\$ 16,111	332

State Liquor Funds can be paid to the COUNTY as the CITY receives them. The CITY agrees to meet or exceed the level of State Liquor Funds identified above.

The COUNTY will supply, at the direction of the Sheriff, approximately 628 hours additional patrol coverage as available to the CITY.

The CITY shall be charged for only one deputy when that deputy has an additional deputy in training working with them. Reserve deputies while performing their volunteer function will not charged their time to the CITY of Millville.

2014

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FOR
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WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

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2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so

employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
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 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, by the COUNTY during the period of this Agreement.
- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
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- 5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
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 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.
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10. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.
11. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2013 and shall run for a one year period. With the consent of the Cache County Council and the Millville City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

14. ^{MLL} The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 prior to January 1, 20¹⁵~~14~~, the beginning of Cache County's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

15. ~~The parties agree that the CITY will provide office space of the CITY's choice located in the CITY building for administrative functions of the deputy sheriffs working in the city. Utilities (except the telephone) and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of his duties outside the CITY and adjacent thereto.~~ ^{MLL}

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2014 through June 30, 2019. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY and State Liquor Control Funds is identified below.

State Liquor Funds are not part of the contract dollars as they are pass-through funds and will be expended separately within the CITY.

CATEGORY	RATE	AMOUNT	HOURS OF SERVICE
Contract Funds 2013-2014 (Last Year)	\$46.00	\$ 15,300 ⁰⁰	333
Contract Funds 2014-2015	\$52.00	\$ 17,316 ⁰⁰	333
Contract Funds 2015-2016	\$54.60	\$ 18,181.⁸⁰	333
Contract Funds 2016-2017	\$57.50	\$ 19,147.⁵⁰	333
Contract Funds 2017-2018	\$60.50	\$ 20,146.⁵⁰	333
Contract Funds 2018-2019	\$63.50	\$ 21,145.⁵⁰	333

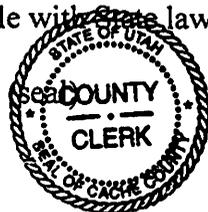
*to be negotiated in future years
MJA
6/26/14*

The COUNTY will supply, at the direction of the Sheriff, approximately **637** hours additional patrol coverage as available to the CITY.

CACHE COUNTY

Approved as to form and as Compatible with State law:

ATTEST:



Lynn Lemon
Lynn Lemon, County Executive
Julie J. Zollinger
Clerk
Diobien Deputy CCA
Legal

CITY OF

Approved as to form and as Compatible with State law:

ATTEST: (seal)



M. Johnson
Mayor
Barbara Johnson
Clerk
Legal

AGREEMENT
between
MILLVILLE CITY AND CACHE COUNTY
for
ANIMAL CONTROL SERVICES

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WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described animal control functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary animal control and to enforce State laws and City ordinances within the corporate limits of Millville City, to the extent and in the manner hereinafter set forth.

2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of

performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of employees who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).

4. It is agreed that the Cache County Sheriff's Office will furnish all *Emergency* animal control service 24-hours per day *all other animal control services will fall under regular business hours from 8:00 am to 6:00 pm Monday thru Friday* to reasonably enforce all state laws, federal statutes as far as they are applicable, and city ordinances as follows:

- A. Investigate complaints from the public regarding animal bites, nuisance, stray, uncontrolled, dangerous, wild, or diseased *domestic* animals. *Emergency animal control services will include the following: vicious animals, animal bites and traffic hazards involving domestic animals or livestock.*
- B. Patrol assigned areas, responded to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
- C. Impound stray, vicious, or diseased *domestic* animals or *livestock* according with city or state regulations, ordinance, or laws.
- D. It is agreed that the cost per hour for animal control services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.

5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to full fill animal control function.

6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.

7. For the purpose of performing the services and functions pursuant to this agreement;

A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.

B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.

9. The CITY shall be responsible for any costs associated with the housing of animals under impound.

10. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.

11. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.

12. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

13. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2015 and shall run for a one year period. With the consent of the Cache County Council and the Millville City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period.

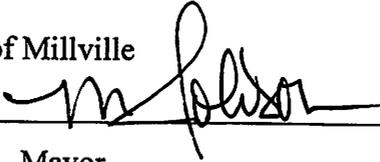
Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

14. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

15. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 within 30 days after the (beginning, middle, or end) of the CITY's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

~~16. If the parties agree that the CITY provides office space for administrative functions of animal control, utilities and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of duties outside the CITY and adjacent thereto.~~

IN WITNESS WHEREOF, the City of Millville, by approval of the City Council of Millville, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

City of Millville
By: 
Mayor
Date: 4-9-15

ATTEST: (Seal)


City Recorder

CACHE COUNTY

By: _____
County Executive
Date: _____

ATTEST: (Seal)

County Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2015 through June 30, 2016. The cost to furnish animal control services to Millville City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 3776	118
TOTAL	\$ 3,776	118



Mayor Millville City

Cache County Executive

Attest: 
City Recorder

Attest: _____

Clerk of Cache County

Dated: 4-9-15

Dated: _____

2014

AGREEMENT
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- B. Patrol assigned areas, responded to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
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B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.

9. The CITY shall be responsible for any costs associated with the housing of animals under impound.

10. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.

11. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.

12. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

13. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2013 and shall run for a one year period. With the consent of the Cache County Council and the Millville City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

14. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

15. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 within 30 days after the (beginning, middle, or end) of the CITY's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

~~16. If the parties agree that the CITY provides office space for administrative functions of animal control, utilities and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of duties outside the CITY and adjacent thereto.~~



EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2014 through June 30, 20¹⁵¹⁵. The cost to furnish animal control service to the CITY is as follows.

CATEGORY	RATE	AMOUNT	HOURS OF SERVICE
Contract Funds 2013-2014 (Last Year)	\$28.00	\$ 3315 ⁰⁰	118
Contract Funds 2014-2015	\$32.00	\$ 3776 ⁰⁰	118
Contract Funds 2015-2016	\$33.00	\$ 3894⁰⁰	118
Contract Funds 2016-2017	\$34.50	\$ 4071⁰⁰	118
Contract Funds 2017-2018	\$35.50	\$ 4189⁰⁰	118
Contract Funds 2018-2019	\$37.00	\$ 4366⁰⁰	118

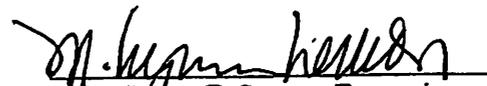
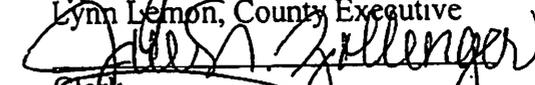
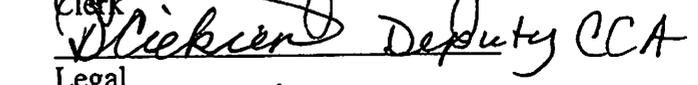
To Be negotiated
 May
 6/26/14

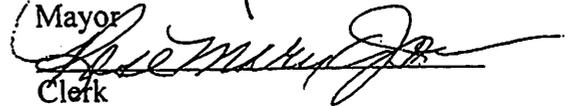
CACHE COUNTY
 Approved as to form and as
 Compatible with State law:

ATTEST: (seal) 

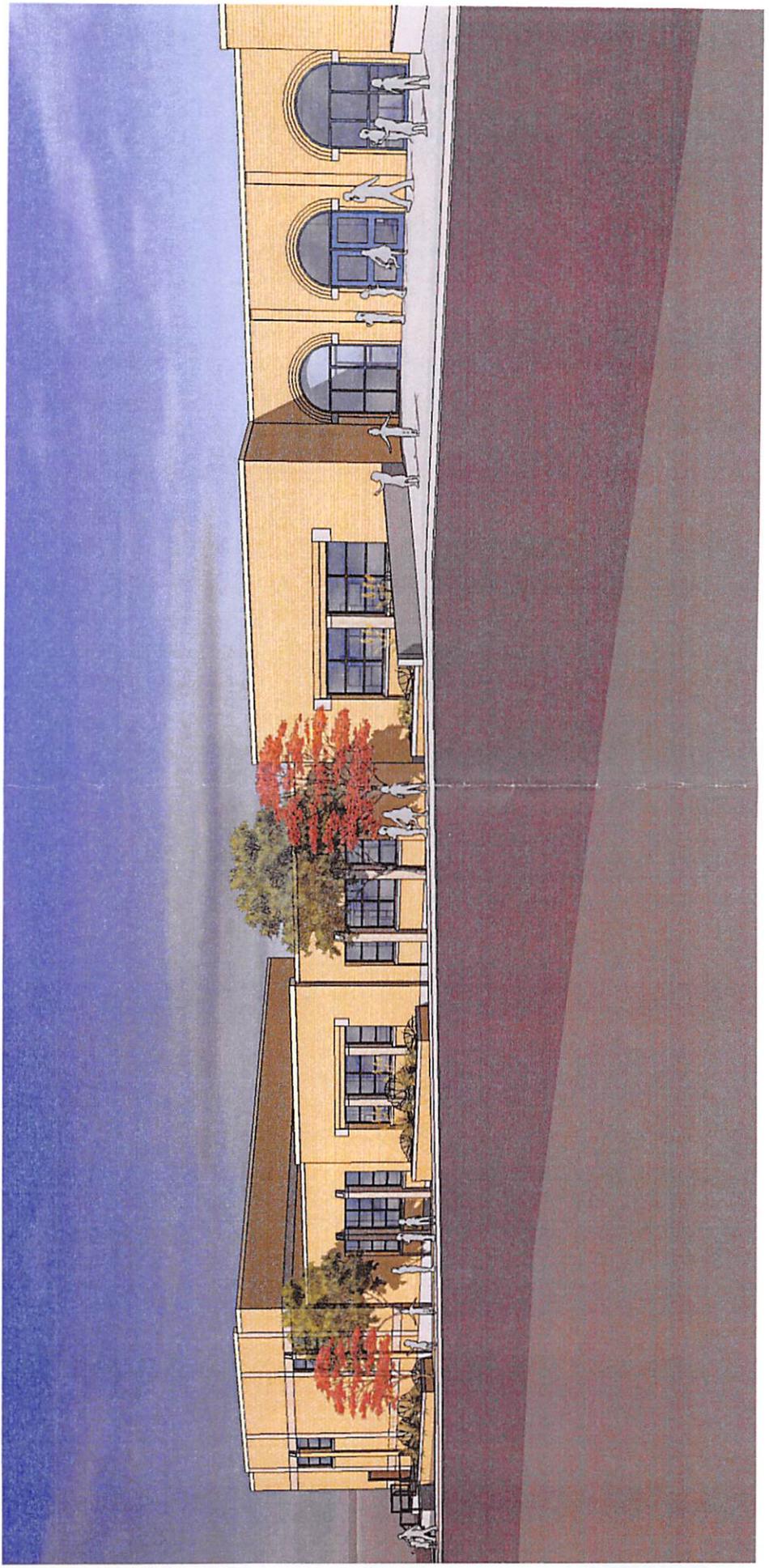
CITY OF
 Approved as to form and as
 Compatible with State law:

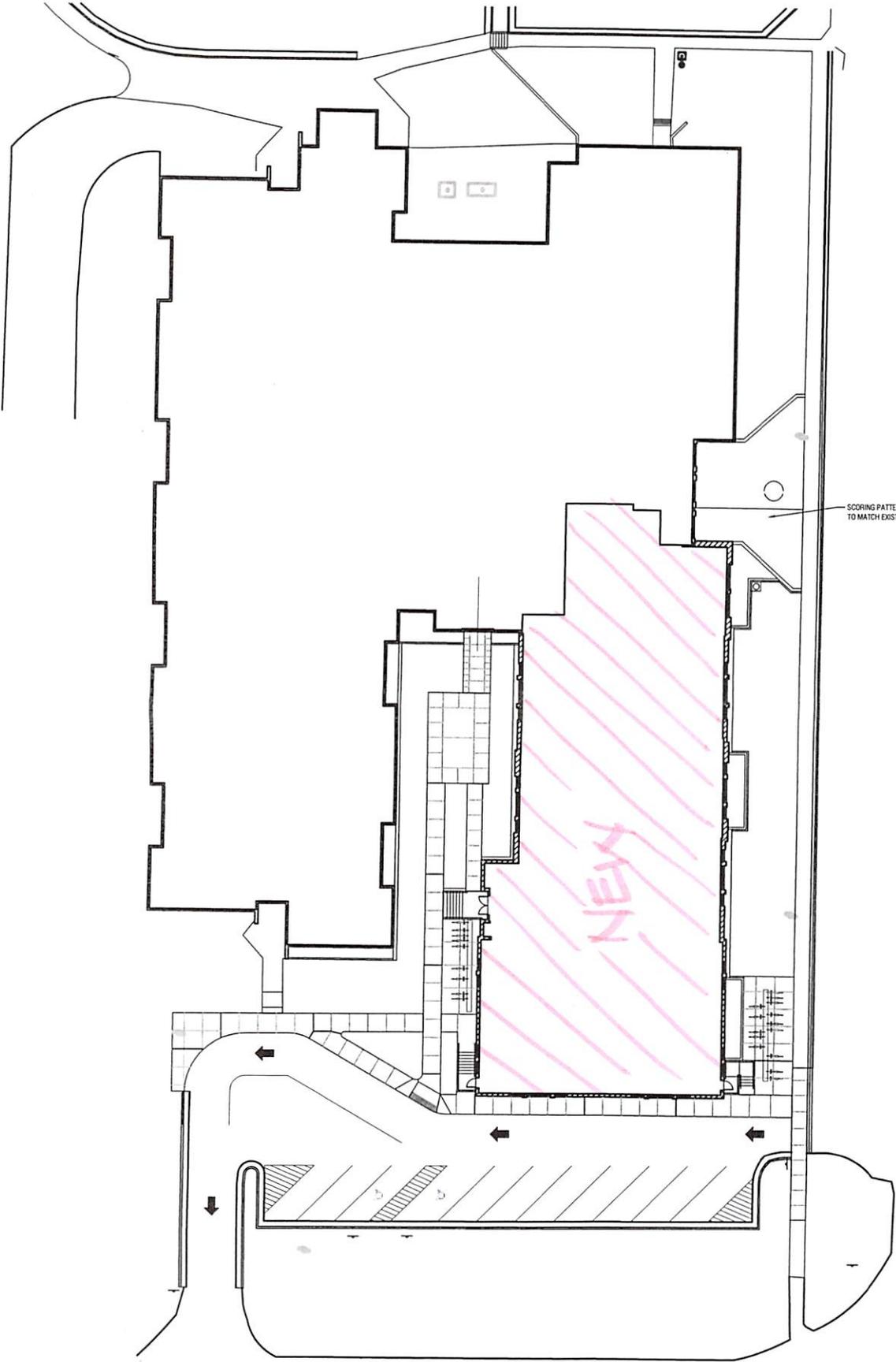
ATTEST: (seal) 


 Lynn Lemon, County Executive

 Clerk

 Deputy CCA
 Legal


 Mayor

 Clerk
 Legal

ATTACHMENT "G"





ATTACHMENT "H"

MILLVILLE CITY BUSINESS LICENSES 2015

ISSUED TO	BUSINESS NAME	ADDRESS	MAILING
Lindsay Monson	Professionails	250 South 300 East	PO Box 301
Jacky J Hancey	Hancey's Precast and Backhoe	5 South 550 East	PO Box 305
Julie Parker	Julie's Beauty Shop	60 West Center	PO Box 214
Scott Swenson	Swenson Construction	406 North Main	PO Box 40
David Hair	D&B Equipment	325 North 100 West	PO Box 383
Mandy P. Schiess	Eric & Mandy Schiess LLC dba On The Avenue	181 West Center	PO Box 23
Jean Parker	Parker's Yard & Garden Service	259 East 300 South	PO Box 166
Guy Curtis	Crossroads Traffic Management	385 North 200 East	PO Box 447
Lynnette Haltiner	Ivy Corner	320 North 200 East	PO Box 257
D'Arcy Echols	D'Arcy Echols & Co.	98 West 300 South	PO Box 421
Rose Mary Jones	Rose Mary's Preschool	145 East 300 North	PO Box 167
Tara Hobbs/Holli Johnson	Tara's Beauty Shop	414 South 550 East	PO Box 216
Earl Cox	Cox Electric	293 East Center	PO Box 170
Ken Lee	Ken Lee Construction	226 North 200 East	PO Box 61
Harvey Hustad	Hustad Mechanical	251 North 100 East	PO Box 303
Mike Hansen	Xtreme Machine - Peace Frog	98 West 300 South	PO Box 451
Jeremy Jones, Robert Jones	RYA Plastering	145 East 300 North	PO Box 167
Ron Lundberg	Archery Customs	190 West 100 North	PO Box 334
Cathy Anderson	Don's Auto Body	340 North Main	PO Box 98
Richard and Janice Zollinger	Zollinger Commercial Warehousing LLC	1000 W 1000 N	PO Box 196
Mark Perkes	Reapp LLC	77 East 200 South	PO Box 594
Sam Weston	Classic & Antique Auto Restoration and Storage	270 South Main	1185 Windsor Dr Logan 84321
Janice Gregory	Janice Gregory's Preschool LLC	50 West 100 South	PO Box 236
Brett Hadfield	Silicone Plastics	97 West 300 South	PO Box 438
Ginger Meadows	Ginger Meadows Services	410 North 300 East	PO Box 566
Debbie Johnson	Child Care	195 East 100 North	PO Box 227
Jill Woolley	Creative Corner Preschool	420 North 200 East	PO Box 424
Larry Lewis	Larry S. Lewis Construction Inc.	40 North 100 East	PO Box 218

ISSUED TO	BUSINESS NAME	ADDRESS	MAILING
Ryan Pierson	Artistic Rail	11 East 650 North	PO Box 448
Trudy Sorenson	Minds Eye LLC	69 West 200 South	PO Box 146
Brian Jensen	ABJ Specialty	650 North Main	PO Box 314
Celerino Samuel Bautista	CSB	192 North 100 East	PO Box 555
Colby Nielson	High Country Home Builders	253 North 250 East	PO Box 311
Crae Williams	The Blind Guy of Logan	515 North 140 East	PO Box 630
Robert & Yvonne Curry	R & Y Consulting	465 North 200 East	PO Box 612
Quinn Johnson	Lawn Specialists	160 North 300 East	PO Box 668
Jenny Williams	Busy Bugs Preschool	515 North 140 East	PO Box 630
Brett Hadfield	Hadfield Insurance Services	211 East 500North	PO Box 104
Ryan J. Davis	Royal Inspection	135 West 100 South	PO Box 81
James E. Fields	Mountain Greenery	71 West Center	PO Box 414
Paul Mansfield	Sweet Water Window Cleaning LLC	189 North 100 West	PO Box 689
Lyle Davis	Bonneville Firearms Training Academy LLC	175 North 250 East	PO Box 506
Stacie Amberson	Sapient Health LLC	490 North 200 East	PO Box 379
Michael Johnson	Summit Electric Inc.	625 North Main	PO Box 626
Rael Thomson	Mountain Shih Tzu	480 South 550 East	PO Box 434
Susan M. Barker	Professional Digital Services, Inc.	208 North Main	PO Box 569
Laura Jardine	Lemon Tree Interior Design	280 East 300 North	PO Box 695
Richard Zollinger	Commercial Orchard	96 East 700 North	PO Box 196
Charles Frandsen	IFC, Inc.	555 North 140 East	PO Box 654
Debra Wilson	Cozy Heart Collectibles	39 North Main	PO Box 408
Karlette Johnson	Bridgerland Bookkeeping LLC.	90 West 400 North	PO Box 204
Dennis Jensen	YESCO Electronics LLC	1000 N 1000 W Bldg 11	1651 North 1000 West, Logan UT 84321
Daniel Grange	DD Heavy Towing & Recovery	466 North 100 East	PO Box 655
Jason Dattage	Dattage Landscaping Inc.	56 West 300 North	PO Box 436
Susan M. Barker	Get Ready Preparedness	208 North Main	PO Box 569
Jaimie C. Hamlin	Krissy Creations	135 South 100 East	PO Box 542
Jared Welch	J & M Mobile Lube	265 South 100 East	PO Box 41

ISSUED TO	BUSINESS NAME	ADDRESS	MAILING
Jason Low	Saddlerock Remodel and Repair	159 East 500 North	PO Box 195
Heidi Hobbs	Twigs Wood Work/Two Girls and a Bucket	414 South 550 East	PO Box 216
Kira Norr	Seuss on the Loose Preschool	126 East 350 South	PO Box 15
Tobey Fields	Dynamic Communication	71 West Center	PO Box 414
Seth Bowen	Three Men and A Shovel Landscaping LLC	45 West 300 South	PO Box 3233 Logan UT 84321
Robert C. Martin	A Better Deal Services	190 East 600 North	PO Box 752
Sarah Howard	A Bit Smitten Photography	245 East 300 North	PO Box 716
Randy Wall	Wall to Wall Painting Inc.	10 West 300 South	310 W 285 North Wellsville 84339
James Christopherson	Overhead Door of Cache Valley	1000 North 1000 West Ste 101	695 W 1700 S Ste 101 Logan 84321
Nikeeta Larsen	Keetz	295 North 100 East	PO Box 374
Lynnette Haltiner	Daisylane Sweet Shoppe	320 North 200 East	PO Box 257
Gabe Gonzalez	Gabsynthetics	150 East Center	PO Box 420
Ryan Zollinger	ZBROZ Racing LLC	1000 W 1000 N BLDG 8	695 W 1700 South Logan 84321
Pam Waldron	Salon Solace	15 E 300 South	PO Box 578
John Slater	Lyndale Marketing Inc.	1000 W 1000 N BLDG 29 Suite 101	PO Box 3337 Logan 84323
John Slater	Rocky Mountain Technology Services, Inc.	1000 W 1000 N BLDG 29 Suite 101	PO Box 3337 Logan 84323
Todd R. Brown	Lowry and Associates, Inc.	10 West 300 South	PO Box 1139 Draper UT 84020
John or Kris Blankman	Paradise Fire Protection	1000 W 1000 N Suite 100	700 W 1700 S Suite 100 Logan UT 84321
Mark Bodily	Curb Appeal Garage Doors	160 West 200 North	PO Box 225
Karen Higley	SHX	1000 N 1000 W, Bldg. 29, Ste 106	350 West Pinecrest Circle, Wellsville UT 84339
Hank Nielsen	Niels Fugal Sons Company LLC	1000 N 1000 W, Building 28, Suite 100	1615 South 1100 West Ogden UT 84404
Wayne Ruud	River Bottom Construction dba Invision Windows/Doors	96 North 100 West	PO Box 466 Millville
Randy B. Wall	In-Depth Home Inspectors, Inc.	616 North 200 East	PO Box 293 Millville
Shawn Baxter	BAXBO, LLC	1000 North 1000 West, Building 29, Ste. 109	700 West 1700 South Ste 109 Logan UT 84321
Bruce Amberson	EnergyWise Solutions LLC	1000 North 1000 West, Building 29, Ste. 111	700 West 1700 South Ste 111 Logan UT 84321
Nathan E. Peterson	The Whitney Connection LLC	1000 North 1000 West Ste 108	700 West 1700 South Ste 108 Logan UT 84321
Nathan E. Peterson	Quik Check Financial Inc.	1000 North 1000 West Ste 108	700 West 1700 South Ste 108 Logan UT 84321
Paul Whitteker	Crossfit Iota South	1000 N 1000 W Bldg. 29, Ste 105	PO Box 573 Hyde Park UT 84318
Catyse Easton	Rex Industries	131 West 265 South	PO Box 638 Millville
Diane Moore	The Training Station	150 West 200 North	PO Box 385 Millville
Glenn Floyd	Chromoly Plus	296 North 100 West	PO Box 191 Millville
Trevor Preece	J & T Services	25 West 300 South	PO Box 17 Millville

ISSUED TO	BUSINESS NAME	ADDRESS	MAILING
Melecio J. Hilera	Jacob's	278 North 100 East	PO Box 735 Millville 84326
Kevin Nettleton	The Horn Shoppe	409 North Main	PO Box 662 Millville 84326
Ashlie Jessop	Ashlie Jessop	164 East 350 South	PO Box 693 Millville 84326
Nicole Brittle	Little People's Training Station	130 West 300 North	PO Box 712 Millville 84326
Jack R. Gage	Jack R. Gage Refrigeration (JRG)	1000 N 1000 W Bldg 29, Ste 104	695 W 1700 S #104 Bldg. 29 Logan 84321
Kyle Pence	Smooth Shop	1000 N 1000 W Bldg 8	695 W 1700 S Bldg. 8 Logan 84321
Jose R. Castillo	Rey's Repair	285 North 100 East	PO Box 265 Millville 84326
Tom or Kathy Fecteau	Kathy Kaye Foods, LLC	1000 N 1000 W Bldg #30	695 W 1700 S Bldg #30 Logan UT 84321

ATTACHMENT "I"

Councilmember Reports April 9, 2015

Sign into Millville – Mayor Johnson/Councilmember Duffin

Fees in Lieu of Water Rights – Gary Larsen/Bob Fotheringham

Review of Group Residential Facilities – Coordinator Harry Meadows

Volunteerism Always Pays (VAP) Projects provided by Wal-Mart – Mayor Johnson

City Artifacts – Councilmember Callahan

Old Mill Day Committee – Councilmember Duffin

CERT Training Program – Councilmember Cummings

Water Rights Recommendation from Planning Commission – Mayor Johnson

High School – Councilmember Duffin

Schedule for Newsletter Article – May, Councilmember Zollinger; June, Mayor Johnson; July, Councilmember Callahan; August, Councilmember Cummings; September, Councilmember Duffin; October, Councilmember Williams. (To be turned in by the 6th of each month)