

**INTERLAKEN TOWN
WASATCH COUNTY, UTAH**

FAILURE TO OBEY ROAD CLOSURES FINEABLE OFFENSE

September 10, 2024

ORDINANCE NO. 14

AN ORDINANCE ESTABLISHING A FINEABLE OFFENSE FOR VIOLATION OF
SCHEDULED AND POSTED ROAD CLOSURES DURING AND AFTER ROAD
MAINTENANCE OR IMPROVEMENT ACTIVITY

WHEREAS, INTERLAKEN TOWN maintains the right to undertake town road maintenance and improvement projects that benefit the residents and visitors of Interlaken Town;

WHEREAS, INTERLAKEN TOWN invests public funds for road maintenance and improvement projects and maintains the right to protect those investments on behalf of its residents;

WHEREAS, INTERLAKEN TOWN maintains the right to enforce temporary scheduled and posted road closures during such times that protect those investments;

NOW, THEREFORE, it is hereby ORDAINED, by the Town Council of Interlaken Town, Wasatch County, Utah, to establish as a penalty, a fine of \$5000, for any vehicle operator who operates their vehicle on a section of Interlaken Road designated as CLOSED either during or following a road maintenance or improvement project. Each violation of this ordinance shall be treated as a separate offense, subject to the same penalty.

APPROVED AND ADOPTED this 10TH day of September, 2024.

APPROVER:

Mayor: Gregory Harrigan

ATTEST:

Town Clerk and Administrator: Bart Smith

(SEAL)

**GENERAL SERVICES AGREEMENT
BETWEEN
OWNER AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This is an Agreement effective as of September 3, 2024, between INTERLAKEN TOWN (“OWNER”) and JONES & DEMILLE ENGINEERING, INC., a Utah corporation, or its subsidiaries including, but not limited to CAMPBELL ARCHITECTURE, LLC, (“CONSULTANT”). OWNER retains CONSULTANT to perform Professional Services for an unknown number of projects (“Assignments or Services”). The parties enter into this Agreement for the purpose of creating a general agreement that will provide standard and uniform terms for certain subsequent agreements to be entered into between CONSULTANT and OWNER.

OWNER and CONSULTANT, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1–CONSULTANT’S SERVICES

1.01 Scope

- A. CONSULTANT shall provide the services set forth in Exhibit A or as approved in writing by OWNER and shall not be responsible to provide any services not expressly contained in Exhibit A (Scope of Work) and Exhibit B (Standard Terms and Conditions).
- B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin services set forth in Exhibit A.
- C. Upon execution of an Assignment Order by OWNER and CONSULTANT, services will be performed by CONSULTANT in accordance with this Agreement and its exhibits, and as limited or expanded upon by the terms agreed upon in the Assignment Order.

ARTICLE 2–OWNER’S RESPONSIBILITIES

2.01 General

- 1. OWNER shall have the responsibilities set forth herein and in Exhibit A.

ARTICLE 3–TIMES FOR RENDERING SERVICES

- 3.01 CONSULTANT’s services will be performed within the time period or by the date stated in Exhibit A or as approved by OWNER.
- 3.02 If CONSULTANT’s services are delayed or suspended in whole or in part by OWNER, CONSULTANT shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CONSULTANT in connection with, among other things, such delay or suspension and reactivation.

ARTICLE 4–PAYMENTS TO CONSULTANT

- 4.01 Methods of Payment for Services of CONSULTANT.
- A. OWNER shall pay CONSULTANT for services rendered under this Agreement as follows:
1. Approved Hourly Rates plus Reimbursable Expenses to be paid for services described in Exhibit A and to be paid as outlined in Exhibit C.
 2. Or, if both the Owner and the CONSULTANT agree to a defined Scope of Work, a Lump Sum amount may be agreed upon. Lump sum progress payments may be invoiced monthly by percentage of completion throughout the project.
- 4.02 Other Provisions Concerning Payment
- A. Adjustments. CONSULTANT’s compensation is conditioned on time to complete each Assignment. Should the time to complete an Assignment be extended beyond this period, due to reasons not the fault of CONSULTANT, compensation to CONSULTANT shall be appropriately adjusted.
- B. For Additional Services. OWNER shall pay CONSULTANT for all services not included in the scope of this Agreement on the basis agreed to by the parties at the time such services are authorized by OWNER.

ARTICLE 5–DESIGNATED REPRESENTATIVES

- 5.01 Contemporaneous with the execution of this Agreement, CONSULTANT and OWNER shall each designate specific individuals as CONSULTANT’s and OWNER’s representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignments or Services on behalf of their respective party.

ARTICLE 6–CONTENT OF AGREEMENT

- 6.01 The following Exhibits are incorporated herein by reference:

- A. Exhibit A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 2 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of 6 pages.
- C. Exhibit C, "Payments to CONSULTANT," consisting of 2 pages.
- D. Exhibit D, "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative," consisting of 5 pages.

6.02 Total Agreement

This Agreement (consisting of pages 1 to 3, inclusive), together with the Exhibits identified in paragraph 6.01, constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, the Effective Date which is indicated on page 1.

OWNER:	CONSULTANT:
<u>Interlaken Town</u>	<u>Jones & DeMille Engineering, Inc.</u>
By: _____	By: _____
Name: _____	Name: <u>Darin Robinson</u>
Date Signed: _____	Date Signed: <u>September 3, 2024</u>
Address for giving notices:	Address for giving notices:
<u>PO Box 1256</u>	<u>1535 South 100 West</u>
<u>Midway UT 84049</u>	<u>Richfield, UT 84701</u>
Designated Representative:	Designated Representative:
Name: <u>Greg Harrigan</u>	Name: <u>Matt Laurendeau</u>
Title: <u>Mayor</u>	Title: <u>Team Leader</u>
Phone Number: <u>435-565-3812</u>	Phone Number: <u>(435) 896-8266</u>
Email Address: <u>interlaken.mayor@gmail.com</u>	Email Address: <u>matt.l@jonesanddemille.com</u>

This **EXHIBIT A**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 CONSULTANT's Services

- A. CONSULTANT shall provide civil engineering, planning, architectural and related services on an ongoing basis. CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Assignments shall include, but are not limited to, the following work categories:
1. Preconstruction and design engineering
 2. Construction administration and engineering
 3. Surveying
 4. Materials testing
 5. Planning and studies
 6. Funding acquisition
 7. Environmental
 8. Inspection services
 9. Contractor procurement and negotiation
 10. Public interaction
 - a. Marketing
 - b. Website management
 - c. Social media marketing
 - d. YouTube advertising
 - e. Illustrative business ideas
 11. Digital tools
 - a. Website development
 - b. Web applications and concept planning
 12. Emergency preparedness planning
 13. Architectural
 - a. Design architecture
 - b. Historical restoration
 - c. Programming
 14. Other related services

- B. CONSULTANT shall, prior to initiation of an Assignment, provide OWNER an estimated total cost, time and estimated completion date for each project. CONSULTANT shall not begin work until OWNER's approval is given by issuing an approved Assignment Order, as included as Attachment A1.

A.2.01 OWNER's Responsibilities

- A. OWNER shall provide approval of Assignments, estimated cost, time and estimated completion date; and:
 - 1. Participate in progress and decision meetings with CONSULTANT.
 - 2. Promptly respond to communications and requests from CONSULTANT.
 - 3. Provide existing maps, permits, correspondence and all other applicable information not already in CONSULTANT's possession.
 - 4. Respond in a timely manner so as not to delay the services of the CONSULTANT.
- B. CONSULTANT shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing CONSULTANT's services under this Agreement.
- C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

- A. The time period for the performance of CONSULTANT's services shall be within the milestones established per each Assignment.

This ATTACHMENT A1, consisting of 2 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.



Jones & DeMille
Engineering
www.jonesanddemille.com | 800.748.5275

ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated _____ ("Agreement"), Owner and Consultant agree as follows:

1. *Specific Project Data.*

Project Title: _____ (the "Assignment")

Description: _____

2. *Services of Consultant.* Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:

- a. ///
- b. ///

Owner's Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. *Times for Rendering Services.* Consultant's services will be performed by _____.

4. *Payments to Consultant.* Owner shall pay Consultant for the above assignment as follows:

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

JONES & DEMILLE ENGINEERING, INC.

Signature

Signature

Title

Title

Date

Date

[Project Number]

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 4
Manti, UT 84642
435.835.4540

38 West 100 North
Vernal, UT 84078
435.781.1988

1675 South Highway 10
Price, UT 84501
435.637.8266

520 West Highway 40
Roosevelt, UT 84066
435.722.8267

775 West 1200 North
Suite 200
Springville, UT 84663
801.692.0219

1664 South Dixie Drive
Building G
St. George, UT 84770
435.986.3622

7 South Main Street
Suite 314
Tooele, UT 84074
435.268.8089

696 North Main Street
PO Box 577
Monticello, UT 84535
435.587.9100

545 East Cheyenne Drive
Suite C
Evanston, WY 82930
307.288.2005

20 West Main Street
Suite 112
Cortez, CO 81321
970.739.5408



ASSIGNMENT ORDER

In accordance with the General Services Agreement Between Owner and Consultant, dated _____ (“Agreement”), Owner and Consultant agree as follows:

1. *Specific Project Data.*

Project Title: _____ (the “Assignment”)

Description: _____

2. *Services of Consultant.* Consultant’s services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Consultant incorporates herein by reference those services set forth in Section A1.01 of Exhibit A of the Agreement and adds the following services specific to the Assignment:

- a. ///
- b. ///

Owner’s Responsibilities. Owner shall have those responsibilities set forth in Section A.2.01 of Exhibit A of the Agreement.

3. *Times for Rendering Services.* Consultant’s services will be performed by _____.
4. *Payments to Consultant.* Owner shall pay Consultant for the above assignment as follows: _____.

Execution of this Assignment Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon receipt of a copy of this Assignment Order signed by Owner.

CAMPBELL ARCHITECTURE, LLC

Signature

Title

Date

Signature

Title

Date

[Project Number]

This **EXHIBIT B**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. **Standard of Care**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by member of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

2. **Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. **Payments to CONSULTANT**

Payment amounts shall be made in accordance with Article 4.01. Work will be halted if payments are not made in a timely manner.

4. **Insurance**

CONSULTANT will maintain insurance coverage for Workers Compensation, General Liability, Automobile Liability and professional liability, in amounts mutually agreed upon, and will provide certificates of insurance to OWNER upon request.

5. **Indemnification and Allocation of Risk**

a. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of CONSULTANTS, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners,

employees, and consultants in the performance of CONSULTANT's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including, but not limited to, reasonable fees and charges of CONSULTANTS, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, CONSULTANT's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of OWNER, CONSULTANT, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including, but not limited to, all fees and charges of CONSULTANTS, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition(s), provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

e. The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and CONSULTANT in paragraph B.6.01.B.6, "Limit of Liability" of this Agreement.

f. CONSULTANT's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event OWNER later elects to reduce design professional's scope of services, OWNER hereby agrees to release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

6. Limit of Liability.

To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents, and consultants, or any of them to OWNER and anyone claiming by, through, or under OWNER, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of CONSULTANT or

CONSULTANT's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of compensation for services.

7. Dispute Resolution

a. OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to CONSULTANT all amounts owing to CONSULTANT under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

OWNER shall arrange for safe access to and make all provisions for CONSULTANT and CONSULTANT's Consultants to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that CONSULTANT's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed there in connection with the Assignment. In the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that CONSULTANT is performing professional services for OWNER and that CONSULTANT is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with CONSULTANT’s activities under this Agreement.

11. Patents

CONSULTANT shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising there from. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Ownership and Reuse of Documents

All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service, and CONSULTANT shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER’s sole risk; and OWNER agrees to indemnify, and hold CONSULTANT harmless from all claims, damages, and expenses including attorney’s fees arising out of such reuse of documents by OWNER or by acting through OWNER.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk.

b. When transferring documents in electronic media format, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of any assignment or service.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. CONSULTANT shall not be responsible for maintaining documents stored in electronic media format after acceptance by OWNER.

14. Opinions of Probable Construction Cost

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-ways, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. CONSULTANT's opinions of probable Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

15. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of CONSULTANT or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's cost for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

b. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

16. Force Majeure

CONSULTANT shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond CONSULTANT's reasonable control.

17. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

18. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

19. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Nonenforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

21. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

22. Controlling Law

This Agreement is to be governed by the law of the State of Utah, in which the CONSULTANT's principal office is located.

23. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

24. Betterment

If, due to the CONSULTANT's negligence, a required item or component of the Project is omitted from the CONSULTANT's construction documents, the CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

25. Estimates of Probable Construction Cost

In providing estimates of probable construction cost, the OWNER understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT's estimates of probable construction costs are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the CONSULTANT's estimate of probable construction cost.

This **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Payments to CONSULTANT for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 – PAYMENTS TO THE CONSULTANT

C4.01 For Services Set forth in Exhibit A – Lump Sum or Approved Hourly Rates plus Reimbursable Expenses

- A. OWNER shall pay CONSULTANT for General Consulting Services as follows:
1. General Consulting Services: For Consulting Services set forth in Exhibit A:
 - i. Hourly: an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees multiplied by Approved Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and CONSULTANT's Subconsultant's charges if any.
 - ii. Lump Sum: includes compensation for CONSULTANT's services and services of CONSULTANT's Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, CONSULTANT may also bill for any such Reimbursable Expenses incurred during the billing period.

C4.02 Approved Hourly Rates

- A. Approved Hourly rates are set forth in this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative, overhead, non-project operating costs, and operating margin or profit.
- B. The Approved Hourly Rates and Reimbursable Expenses may be adjusted or updated periodically (by mutual agreement of the parties) to reflect equitable changes in the compensation payable to CONSULTANT or addition of new employee classes.

This ATTACHMENT C1, consisting of 1 page, referred to in and part of the Agreement between Owner and CONSULTANT for Professional Services dated September 3, 2024.

Consultant Services Hourly Rates as of June 1, 2024

ENGINEERING SERVICES

Principal	\$ 270.00
Senior Planner	\$ 220.00
Planner III	\$ 150.00
Planner II	\$ 130.00
Planner I	\$ 110.00
Structural Engineer	\$ 240.00
Senior Project Manager II	\$ 255.00
Senior Project Manager I	\$ 222.00
Project Manager III	\$ 200.00
Project Manager II	\$ 192.00
Project Manager I	\$ 175.00
Assistant Project Manager	\$ 150.00
Senior Project Engineer III	\$ 235.00
Senior Project Engineer II	\$ 183.00
Senior Project Engineer I	\$ 170.00
Project Engineer	\$ 160.00
Graduate Engineer IV	\$ 150.00
Graduate Engineer III	\$ 140.00
Graduate Engineer II	\$ 125.00
Graduate Engineer I	\$ 100.00

CONSTRUCTION SERVICES

Senior Construction Project Manager II	\$ 190.00
Senior Construction Project Manager I	\$ 175.00
Construction Project Manager II	\$ 155.00
Construction Project Manager I	\$ 140.00
Senior Construction Engineering Technician III	\$ 195.00
Senior Construction Engineering Technician II	\$ 170.00
Senior Construction Engineering Technician I	\$ 140.00
Construction Engineering Technician III	\$ 125.00
Construction Engineering Technician II	\$ 115.00
Construction Engineering Technician I	\$ 95.00
Construction Contract Specialist III	\$ 195.00
Construction Contract Specialist II	\$ 150.00
Construction Contract Specialist I	\$ 110.00

SURVEY/STAKING SERVICES

Professional Land Surveyor II	\$ 190.00
Professional Land Surveyor I	\$ 175.00
Survey Manager	\$ 160.00
Senior Survey Office Technician	\$ 150.00
Survey Office Technician	\$ 145.00
Survey Technician II	\$ 135.00
Survey Technician I	\$ 110.00

LAB/MATERIALS TESTING

Testing rates/fees – available upon request	
Senior Materials Technician	\$ 145.00
Materials Technician	\$ 90.00

ENVIRONMENTAL SERVICES

Environmental Project Manager	\$ 165.00
Environmental Scientist	\$ 144.00
Environmental Technician	\$ 100.00

ARCHITECTURAL SERVICES

Senior Architect	\$ 193.00
Project Architect	\$ 165.00
Assistant Project Manager	\$ 150.00
Architectural Designer III	\$ 145.00
Architectural Designer II	\$ 120.00
Architectural Designer I	\$ 110.00

CAD SERVICES

Senior CAD Designer II	\$ 202.00
Senior CAD Designer I	\$ 169.00
CAD Designer III	\$ 150.00
CAD Designer II	\$ 139.00
CAD Designer I	\$ 122.00
Senior CAD Technician	\$ 101.00
CAD Technician	\$ 95.00

GIS SERVICES

Senior GIS Specialist	\$ 172.00
GIS Specialist	\$ 137.00
GIS Technician	\$ 95.00

ADMINISTRATIVE

Project Accounting Manager	\$ 210.00
Project Accountant	\$ 115.00
Project Accounting Assistant	\$ 100.00
Marketing Manager	\$ 150.00
Marketing Assistant III	\$ 115.00
Marketing Assistant II	\$ 102.00
Marketing Assistant I	\$ 91.00
IT Manager	\$ 165.00
IT Specialist	\$ 145.00
Strategic & Communication Manager	\$ 219.00
Project Administrative Manager	\$ 163.00
Executive Project Assistant II	\$ 159.00
Executive Project Assistant I	\$ 125.00
Senior Project Administrative Assistant	\$ 98.00
Project Administrative Assistant	\$ 84.00
Website Specialist	\$ 115.00
Software Developer	\$ 260.00

INTERN SERVICES

Intern II	\$ 85.00
Intern I	\$ 75.00

OTHER DIRECT COSTS (ODC)

Vehicle Mileage (per mile)	\$ 0.67
4-Wheeler Rental (per day)	\$ 140.00
Professional Subconsultants	Cost + 15%

This **EXHIBIT D**, consisting of 5 pages, referred to in and part of the Agreement between Owner and Consultant for Professional Services dated September 3, 2024.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 5 of the Agreement is supplemented to include the following agreement of the parties:

5.02 *Resident Project Representative*

- A. CONSULTANT shall furnish a Resident Project Representative (“RPR”) to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, CONSULTANT shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall CONSULTANT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The CONSULTANT (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.01 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is CONSULTANT's representative at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER only with the knowledge of and under the direction of CONSULTANT.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
 - a. Serve as CONSULTANT's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist CONSULTANT in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with CONSULTANT in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

11. *Reports:*

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to CONSULTANT proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
 - c. Furnish to CONSULTANT and OWNER copies of all inspection, test, and system start-up reports.
 - d. Immediately notify CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to OWNER prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of CONSULTANT, OWNER, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
- 2. Exceed limitations of CONSULTANT’s authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.



September 9, 2024

Parker Sever, Chief of Police
301 South Main Street
Heber City, UT 84032
psever@heberut.gov
(435)503-4270

Brenda Kozlowski, Mayor
Town of Charleston
3454 W 3400 S
Heber City, UT 84032

Dear Mayor Kozlowski:

As you are aware the Cities & Towns of Midway, Heber, Interlaken, Hideout and the County of Wasatch are part of an interlocal agreement for Animal Control Services. These services known as Heber Valley Animal Services "HVAS" provides for the care of animals in those communities.

The services provided by HVAS include sheltering, care of injured animals, adoption, rescue, responding to calls for services, low cost spay and neutering clinics, enforcement of local laws and regulations and proactive patrols.

After a review of calls that animal control officers were responding to, it was determined that animal control officers were responding to calls from citizens in your communities. This pulls animal control officers from areas that pay for a service to be provided and slows responses and proactive policing in contracted communities that are part of the interlocal agreement.

This is being provided as notification that animal control officers will not respond to direct calls for service for animal problems in your jurisdictions and will not accept animals from residents at the shelter.

Since you are not part of the interlocal agreement HVAS Officers do not have the statutory authority to cite or provide services in your communities. If you are interested in being part of the HVAS and experience a better level of service in the future or if you have any question, please contact me and we can present your request to the HVAS Board.

Best Regards.

Parker Sever
Chief of Police, HVAS Board Representative

INTERLOCAL COOPERATIVE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERLOCAL COOPERATIVE AGREEMENT (This “Agreement”) is made and entered into effective the 1st day of _____, 2024, by and between Heber City, hereinafter referred to as “Heber”, Wasatch County, hereinafter referred to as “Wasatch”, the City of Midway, hereinafter referred to as “Midway”, the Township of Interlaken, hereinafter referred to as “Interlaken”, and the Township of Hideout, hereinafter referred to as “Hideout”.

WHEREAS, the Participating Jurisdictions are, in pursuant to Utah Code Ann. § 11-13-201, authorized to exercise their powers jointly thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Utah Code Ann. § 11-13-201; and

WHEREAS, the Participating Jurisdictions have determined that animal control services may be best implemented on a shared basis in a manner deemed most effective for the Participating Jurisdictions; and

WHEREAS, the Participating Jurisdictions agree that this Agreement shall replace all prior Interlocal Agreements and amendments thereof and all Operating Jurisdiction Agreements and amendments thereof, that may have governed the subject of this Agreement.

NOW, THEREFORE, in consideration of mutual covenant contained herein, it is agreed by and between the Parties hereto as follows:

1. PURPOSE

- a) To replace all previous Interlocal Cooperative Agreements and all amendments thereto that previously created and established the current Heber Valley Animal Services (HVAS).
- b) To provide for an Advisory Committee to make recommendations to the Participating Jurisdictions regarding the best manner to provide animal control services and recommendations regarding the budget for animal control services.
- c) To select and empower Heber to serve as the Operating Jurisdiction for the day-to-day management of animal control services, including providing, as necessary, the manpower and facilities required to carry out all or a portion of the animal control function as identified in the Agreement.
- d) To provide a method of the sharing of the ongoing operating and administrative costs of providing animal control services as defined in this Agreement.
- e) To achieve equitable cost sharing for each of the Participating Jurisdictions for animal control services, by avoiding redundant expenses, activities, and facilities, while enjoying

the efficiencies of scale resulting from a unified services to the combined territorial jurisdictions of the Participating Jurisdictions.

f) To preserve to each of the Participating Jurisdictions the ability to establish and enforce its own individual standards, regulations, and fees for animal control.

g) To provide for efficient and effective animal control services for the residents of the Participating Jurisdictions.

2. **DEFINITIONS.** For the purpose of this Agreement, the following definitions shall apply:

a) “*Advisory Committee*” shall mean a committee made up of representatives from Participating Jurisdictions who are responsible for providing recommendations to the Operating Jurisdiction regarding the Heber Valley Animal Services.

b) “*Animals*” shall mean domesticated animals or livestock.

c) “*Heber Valley Animal Services*” or “*HVAS*” shall mean a name utilized by the Operating Jurisdiction to designate the animal control services provided by the Operating Jurisdiction. Heber Valley Animal Services is not an interlocal entity or a separate legal entity from the Operating Jurisdiction.

d) “*Participating Jurisdictions*” shall mean Wasatch County, Heber City, Midway City, the Township of Interlaken, the Township of Hideout, and any other municipal corporation that is added as a Participating Jurisdiction as provided in Section 4.

e) “*Operating Costs*” shall mean all costs associated with the administration, management, day to day operation, upkeep and maintenance of the animal control services and programs. Operating Costs include, but are not limited to, the following: staff salaries and benefits; training and travel costs; vehicle and fuel costs; equipment; administrative costs; Service Contractor costs, building maintenance, repairs and improvements; insurance costs; and legal fees.

f) “*Non-Participating Jurisdictions*” shall mean an agency/entity that is being provided animal related services, but is not considered as a Participating Jurisdiction.

g) “*Operating Jurisdiction*” shall mean that designated Participating Jurisdiction responsible for the day-to-day operation of the animal control services and the administration of this Agreement. The initial Operating Jurisdiction shall be Heber City.

h) “*Service Contractor*” shall mean a qualified third-party independent contractor hired by the Operating Jurisdiction to provide equipment or services to the Operating Jurisdiction related to the animal control services and programs provided by the Operating Jurisdiction.

i) “*Service Fees*” shall mean the fees charged to Participating Jurisdictions and Non-Participating Jurisdictions by the Operating Jurisdiction for the services outlined within this Agreement.

3. TERMS OF AGREEMENT AND TERMINATION.

a) This Agreement shall become effective on _____ 1, 2024 and have an initial term of ten (10) years.

b) This agreement will be automatically renewed in ten-year increments unless a Participating Jurisdiction gives written notice of its intent to withdraw from this agreement.

c) Participating Jurisdictions who wish to withdraw from this agreement must provide the Operating Jurisdiction and Advisory Committee a written notice of intent to withdrawal at least 12 months’ notice prior to the effective date of withdrawal. The effective date of the withdrawal must be June 30 unless otherwise agreed to by Midway, Wasatch and Heber.

4. ADVISORY COMMITTEE.

a) The Advisory Committee shall be responsible for the following:

i. Making recommendations to the Operating Jurisdiction related to services provided by Operating Jurisdiction within the total combined jurisdictional territory of the Participating Jurisdictions and any Non-Participating Jurisdiction.

ii. Reviewing and making recommendations to the Operating Jurisdiction regarding the annual budget and the Services Fees to be charged to each Participating Jurisdiction and Non-Participating Jurisdictions.

iii. Communicating back to the Participating Jurisdictions and Non-Participating Jurisdictions summaries and reports of the activities associated with Heber Valley Animal Services.

b) The Advisory Committee shall initially consist of the following 5 voting members:

Two (2) members shall be appointed by Heber

Two (2) members shall be appointed by Wasatch

One (1) member shall be appointed by Midway

c) Heber, Wasatch and Midway shall delegate one member of the Advisory Committee to have authority to approve amendments to this Agreement as set forth in paragraphs 5 and 7.

d) The Advisory Committee shall also initially consist of 1 non-voting member from each of Interlaken and Hideout.

e) One of the voting members associated with the Operating Jurisdiction shall serve as the chair of the Advisory Committee. Participating Jurisdictions may appoint and send up to 2 additional non-voting Advisory Committee Members as deemed useful/necessary to provide input and support.

f) Non-Participating Jurisdictions may send up to 1 individual to sit in and listen to Advisory Committee meetings; but must be invited by the Chair to participate and do not have any voting privileges.

g) As determined necessary by unanimous written consent of the Advisory Committee, additional voting members may be appointed.

h) The Advisory Committee will meet once per calendar quarter, or as necessary, to accomplish the purpose of this Agreement.

5. OPERATING JURISDICTION.

a) Appointment. Heber City shall be designated as the Operating Jurisdiction unless otherwise designated by unanimous written consent of the Advisory Committee and written approval by both the incoming and outgoing Operating Jurisdictions' legislative body.

b) Scope of Services for Operating Jurisdiction. The Operating Jurisdiction shall provide the following services:

1. The day-to-day operations of HVAS, including the enforcement of the rules, regulations, and ordinances of the Participating Jurisdictions.

2. Management of all contracts with any service contractors or other entities for services performed within HVAS.

3. Creation of quarterly performance reports including quarterly budget statements that are made easily available to the public and provided to the Advisory Committee regarding the operations of HVAS.

4. Establishing and managing an annual operating budget and related service fees to be reviewed by the Advisory Committee.

5. Managing the funds paid by Participating Jurisdictions and ensuring that those funds are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

6. Maintain records on HVAS-owned equipment and inventory, including vehicle maintenance and replacement accounting.

7. Scheduling quarterly Advisory Committee meetings.
8. Following all open meeting requirements as outlined within state and local laws.
9. Retain records relating to the HVAS pursuant to the state's retention schedule(s) and respond in a lawful manner to all public records requests seeking HVAS related records.

6. ADMISSION OF NEW PARTICIPATING JURISDICTIONS AND NON-PARTICIPATING JURISDICTIONS

- a. Non-Participating Jurisdiction. The Operating Jurisdiction may establish fees for service provided to Non-Participating Jurisdictions. The fees shall be equal to or exceed the total costs of providing those services. Wasatch may request services for Non-Participating Jurisdictions if Wasatch pays the established fees.
- b. Adding New Participating Jurisdictions. This Agreement may be amended to add a New Participating Jurisdiction with the consent of Heber, Midway and Wasatch.

7. SERVICE CONTRACTOR.

The Operating Jurisdiction has the authority to enter into an agreement with a Service Contractor.

8. ANIMAL CONTROL BASIS SERVICES.

- a. The Operating Jurisdiction shall provide the following base level of service for each of the Participating Jurisdictions:
 - i. Shelter and holding of stray and owner surrender animals.
 - ii. Enforcement of animal control ordinances of Participating Jurisdictions.
 - iii. Cooperation with law enforcement agencies and licensing programs of Participating Jurisdictions.
 - iv. Animal Control Authority sponsored or provided programs to provide for further adoption of stray or owner surrender animals and control the size of such animal populations.
 - v. Regulation and apprehension of vicious or dangerous animals.
 - vi. Removal of dead domesticated animals from the public right-of-way.

- vii. Apprehension of stray animals.
- viii. Impounding and boarding of apprehended animals.
- ix. Euthanasia services as determined appropriate and essential by the Operating Jurisdiction.
- x. Disposal of animal remains.
- xi. Owner notification of found animals and identity-code retrieval.

b. The Operating Jurisdiction shall only provide a base level of services to Non-Participating Jurisdictions. This includes efforts needed to protect and treat the health and welfare of an animal found in immediate danger or responding to a vicious animal. Non-Participating Jurisdictions shall not receive any pro-active services such as street sweeps, discounted wellness services (if offered), enforcement of local regulations, and citizen drop off or surrender of animal brought to the shelter.

c. This Agreement may be amended to change the scope of the base level of services (as enumerated above) with the consent of Heber, Midway and Wasatch.

d. Nothing herein will limit any of the Participating Jurisdictions from individually securing additional Animal Control Services above and beyond those basic services enumerated above and in the Animal Control Plan from the Operating Jurisdiction, by contract for additional fees. Any such services shall be negotiated independently of this Agreement.

9. HVAS BUDGET DEVELOPMENT PROCESS

a. The Operating Budget for HVAS will begin and end simultaneously as the Operating Budget of the Operating Jurisdiction.

b. At the start of each calendar year, the Operating Jurisdiction will present to the Advisory Committee members a Budget Schedule outlining key approval dates associated with the creation of the following year's budget. The Budget Schedule shall include:

i. When the Proposed Budget for the following year will be made available to Advisory Committee Members for initial review and input.

ii. When the Proposed Budget for the following year will be discussed during an Advisory Committee meeting.

iii. When the recommendation for the Proposed Budget for the following year will be voted on by the Advisory Committee.

c. In creating the Budget Schedule, the Operating Jurisdiction will do its best to create a schedule that gives Advisory Committee members adequate time to review the Proposed

Budget, present the proposed budget to their respective councils, and to collect consensus among their Participating Organization.

d. The Proposed Budget, which shall be prepared by the Operating Jurisdiction, shall take into account the following: any anticipated excess Service Fees from the current year; any anticipated shortfall in Service Fees from the current year (which shortfall may be included in the next year's budget); all animal control revenues anticipated in the upcoming fiscal year, which shall include all fees collected in connected with services provide to Non-Participating Jurisdictions, shelter fees, impoundment fees, reclaim fees, adoption fees, grants, microchipping fees, licensing fees; and any other revenue received in connection with the day-to-day operations of the HVAS as outlined within this Agreement.

e. The Advisory Committee shall vote on a recommendation regarding the budget presented by the Operating Jurisdiction. If the Operating Jurisdiction does not accept the recommendation of the Advisory Committee with respect to the Budget, the budget prepared by the Operating Jurisdiction shall be the budget for the next fiscal year, unless the budget proposed by the Operating Jurisdiction increased by more than 15% over the previous fiscal year, in which case the Operating Jurisdiction shall prepare a budget for HVAS with an increase of not more than 15% over the previous fiscal year budget.

f. Upon approval of the HVAS Budget, every Committee Member shall work with their Participating Jurisdiction and ensure adequate funds are budgeted to pay for the Service Fees.

10. AUTHORIZATION TO APPROVE ANNUAL BUDGET AND POTENTIAL INCREASE IN SERVICE FEES

Participating Jurisdictions shall pay their approved Service Fee even if that Participating Jurisdiction: (i) did not have a voting Advisory Committee member on the Advisory Committee, or (ii) did not vote in favor of approving the budget and proposed service fees.

11. CALCULATING THE ANNUAL SERVICE FEES.

The annual Services Fees for each Participating Jurisdiction shall be determined by multiplying the Annual Budget by each Participating Jurisdiction's percentage of the total population of all the Participating Jurisdictions. The Operating Jurisdiction shall be responsible for determining the population of each Participating Jurisdiction, which may be based on any official federal, state or county population estimates.

12. COLLECTION AND MANAGEMENT OF HVAS FUNDS

a. The Operating Jurisdiction shall invoice each Participating Jurisdiction for the Service Fees as outlined within the approved annual budget on a quarterly basis.

b. Participating Jurisdictions shall make payment to the Operating Jurisdiction within 30 days of receipt of an invoice from the Operating Jurisdiction. Any late payments by Participating Jurisdictions shall bear interest at the rate of eighteen percent (18%) for annum.

c. It is the responsibility of the Operating Jurisdiction to ensure that all funds received in connection with HVAS are utilized solely for the services provided by the HVAS and are utilized in accordance with state and federal laws and commonly accepted best practices.

d. It is the responsibility of the Operating Jurisdiction to provide quarterly financial updates regarding the operations of HVAS as requested by the Advisory Committee. This should include, but is not limited to, a financial report that compares current year-to-date expenditures to the current year's budget and a summary of existing and expected year end fund balance.

13. INTEGRATION, MODIFICATION, AND SEVERABILITY

a. Except as otherwise provide in this Agreement, this Agreement may be modified, amended, or terminated only upon written agreement of the Participating Jurisdictions.

b. In the event any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or application of this Agreement that can be give effect without the invalid term, condition, or application, and such provisions shall be deemed modified to secure such invalid. To this end, the terms and conditions of this Agreement are declared severable.

14. INSURANCE REQUIREMENTS.

The Operating Jurisdiction shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Operating Jurisdiction, their agents, representatives, employees, or subcontractors.

15. NO SEPARATE LEGAL ENTITY.

No separate legal entity is created by this Agreement.

16. INTERLOCAL COOPERATION ACT.

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a) This Agreement has been, on or prior to the date hereof, authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;

b) This Agreement has been, on or prior to the date hereof, reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party

pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d) The Advisory Committee is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e) This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by Heber City upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

WASATCH COUNTY

By: _____
Chair

By: _____
Wasatch County Sheriff

ATTEST:

By: _____
Deputy Clerk/Auditor

APPROVED AS TO FORM:

By: _____
County Attorney

HEBER CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF MIDWAY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO FORM:

By: _____
City Attorney

TOWNSHIP OF INTERLAKEN

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

TOWNSHIP OF HIDEOUT

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney