

**INTERLOCAL COOPERATION AGREEMENT
FOR ANIMAL CONTROL SERVICES
BETWEEN WEBER COUNTY AND UINTAH CITY**

This Agreement is made pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., by and between Weber County, a body politic of the State of Utah (“County”), and Uintah City, a municipal corporation of the State of Utah (“City”). Collectively, they are the “Parties.”

RECITALS

WHEREAS, the City has adopted ordinances for the regulation and control of animals within its jurisdiction;

WHEREAS, the County operates an animal shelter and employs animal control officers;

WHEREAS, the City desires to contract with the County to provide animal control and related services within the City, and the County is willing to provide such services;

NOW THEREFORE, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION

1.1 **Term.** This Agreement shall commence on January 1, 2026 and continue for a term of 5 years unless terminated earlier as authorized by this agreement.

1.2 **Renewal.** At the expiration of the five-year term, the Agreement may be renewed annually by written mutual agreement.

1.3 **Termination.** Either Party may terminate this Agreement with 180 days’ written notice. In the event of material breach, either Party may terminate the Agreement with 60 days’ notice unless the breach is cured.

SECTION 2. SCOPE OF SERVICES

The City hereby authorizes the County to enforce the City’s animal control ordinances and to provide animal control services within the City limits, and the County shall provide such services, including but not limited to:

- (a) Enforcement of City and State animal control laws;
- (b) Routine patrol and complaint response during business hours (M–F, 8 a.m.–5 p.m., excluding holidays);
- (c) Emergency response 24/7 per County call-out criteria, including but not limited to:
 - i. impoundment of animals of persons jailed for criminal violations;
 - ii. dog bites (if no law enforcement officer is available);
 - iii. injured animals;

- iv. vicious animals posing a threat to the public;
 - v. animals attacking livestock, and
 - vi. loose livestock.
- (d) Transport strays and unwanted animals to the County animal shelter;
 - (e) Licensing program for dogs, including collection of fees and issuance of tags;
 - (f) Investigation of animal bites, rabies quarantine, and coordination with public health authorities;
 - (g) Pickup and disposal of small domestic animals killed on public roads;
 - (h) Biannual inspection of animal-related businesses;
 - (i) Quarterly reports of activity within the City.

SECTION 3. SHELTER SERVICES

3.1 The County shall house impounded animals at the Weber County Animal Shelter, providing care, adoption, redemption, or humane euthanasia in accordance with law and shelter policy.

3.2 The City agrees to pay for animals impounded from its jurisdiction pursuant to the shelter's established fee schedule.

SECTION 4. COST ALLOCATION AND PAYMENT

4.1 Annual fees shall be based on a formula using (a) population served and (b) call/service volume. The County shall provide written notice of fee adjustments annually.

4.2 The City shall pay the County in quarterly installments within 30 days of billing.

4.3 Late payments may accrue interest at the statutory rate.

SECTION 5. RECORDS AND REPORTING

5.1 Records generated under this Agreement are County records but shall be available for City inspection.

5.2 The County shall provide the City quarterly reports summarizing calls, impounds, dispositions, licenses issued, and enforcement actions.

SECTION 6. FINES, FEES, AND REVENUE

6.1 License fees, impound fees, adoption fees, and related charges shall be retained by the County.

6.2 Court-imposed fines for ordinance violations filed by the City shall be retained by the City.

SECTION 7. EMPLOYMENT STATUS

Animal control officers are employees of the County only, and the County is responsible for wages, benefits, workers' compensation, and insurance.

SECTION 8. INSURANCE AND INDEMNIFICATION

8.1 Each Party shall maintain appropriate liability insurance or self-insurance coverage.

8.2 The County shall defend and indemnify the City against claims arising from County acts or omissions in providing services.

8.3 The City shall defend and indemnify the County against claims challenging the validity of the City's ordinances.

8.4 The Parties are governmental entities as set forth in the Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Annotated (the "Immunity Act"). The Parties do not waive any defenses otherwise available under the Immunity Act, nor does any Party waive any limits of liability provided by the Immunity Act which immunity and damage caps are expressly preserved and retained.

SECTION 9. ADMINISTRATION

This Agreement shall be administered by the governing bodies of the Parties. No separate legal entity is created.

SECTION 10. DISPUTE RESOLUTION

The Parties shall first attempt good faith negotiation, then mediation. If unresolved, disputes shall be resolved in the Second Judicial District Court, Weber County, Utah.

SECTION 11. AMENDMENT

This Agreement may be amended only by written instrument signed by both governing bodies.

SECTION 12. COMPLIANCE WITH LAW

The Parties shall comply with all applicable federal, state, and local laws, including nondiscrimination and accessibility requirements.

SECTION 14. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes prior discussions or agreements.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first written above.

DATED this 3rd day of March 2026. _____


CITY

By  _____
Mayor

Date 3/3/20 _____

ATTEST:

Approved as to form and for compliance with state law:


City Recorder

 _____
City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
James H. Harvey, Chair

Date _____

ATTEST:

Approved as to form and for compliance with state law:

Weber County Clerk/Auditor

Weber County Attorney's Office