

## **AGREEMENT**

This Agreement is entered into between the UINTAH ANIMAL CONTROL & SHELTER SPECIAL SERVICES DISTRICT ("District") and Naples City ("Naples") this \_\_\_\_ day of February, 2019.

WHEREAS, District provides animal control services and enforces ordinances relating to animal control,

WHEREAS, District as part of its duties obtains physical and video evidence relating to violations of ordinances which evidence may be required for court proceedings and therefore needs to be securely stored,

WHEREAS, the Naples City police department has a secure evidence room and procedures to protect and store evidence.

NOW THEREFORE, in consideration of the mutual covenants, promises and terms set forth herein, the parties agree as follows:

1. Naples to Store Evidence for District. Naples agrees, to accept, receive and store evidence, including but not limited to physical evidence seized by District and video evidence, from District and to store that evidence in its secure evidence room according to Naples procedures. Naples further agrees to provide that evidence at court proceedings as requested by District.

2. Consideration. Naples agrees to provide this service in consideration of the District providing animal control services in Naples and providing shelter for animals that are seized in Naples.

3. Indemnity. District agrees to indemnify and hold Naples, its officers, employees and agents harmless from and against all costs, damages, expenses (including attorneys fees and costs of any litigation), penalties and claims of any nature arising from or relating to the services provided or based on this Agreement.

4. Waiver. District waives and releases Naples from any claim arising from the services provided pursuant to this agreement.

5. Term and Termination. This Agreement shall be effective upon the date both parties have executed this Agreement and shall remain in effect until terminated by either party. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

6. Notices. All notices and other communications required to be given pursuant to this Agreement must be in writing and delivered by hand; mailed by United States registered or certified

first class mail, postage prepaid; or delivered by regulated commercial carrier having provisions for proof of receipt (such as Federal Express) as follows:

If to Naples:

If to District:

UACSSSD  
Attention: Christina Williams  
1387 EAST 335 SOUTH  
VERNAL, UT 84078

Each party to this Agreement may change its address by written notice to the other party. Notices shall be effective upon receipt.

7. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements, and understandings, whether written or oral. This Agreement may not be modified or amended except by written agreement executed by the parties hereto and expressly identified as an amendment to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement are provided solely for convenience of reference and shall not be used in interpretation of this Agreement.

9. No Waiver. No waiver of any term or provision of this Agreement shall be deemed effective unless such waiver is in writing and signed by the party to be charged with such waiver. The failure or delay of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any right under this Agreement.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. Choice of Law. This Agreement shall be governed by, and interpreted under the laws of the state Utah, without regard to said State's conflicts of laws doctrines.

12. Authority. Each party warrants that the person signing below is authorized to sign this Agreement on behalf of such party

and to bind such party to the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have authorized this Agreement to be executed by their duly authorized representatives in duplicate counterparts, each of which shall constitute an original.

UINTAH ANIMAL CONTROL &  
SHELTER SPECIAL SERVICES DISTRICT

By: \_\_\_\_\_

NAPLES CITY

By: \_\_\_\_\_