

**WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**  
(SHERIFF'S DEPUTY)

This agreement (this "Agreement") is between Weber County, a body corporate and politic and legal subdivision of the State of Utah ("Weber County"), and Davis County, a body corporate and politic and legal subdivision of the State of Utah ("Davis County"). Weber County and Davis County may be referred to individually in this Agreement as a Party or may be referred to collectively in this Agreement as the Parties.

WHEREAS, Austin Nielsen (the "Deputy") is currently employed by Weber County as a full-time Weber County Sheriff's Office deputy; and

WHEREAS, the Deputy desires to be employed by Davis County as a part-time Davis County Sheriff's Office deputy; and

WHEREAS, Weber County desires for the Deputy to be employed by Davis County as a part-time Davis County Sheriff's Office deputy; and

WHEREAS, Davis County desires for the Deputy to be employed by Weber County as a full-time Weber County Sheriff's Office deputy; and

WHEREAS, Weber County and Davis County desire to enter into this Agreement based on the terms and provisions of this Agreement.

The Parties, therefore, agree as follows:

1. Employment with Weber County; Waiver and Release; and Indemnification. The Deputy is an employee of Weber County at all times that the Deputy is performing services as a Weber County Sheriff's Office deputy. Based on Weber County's desire for the Deputy to be employed by Davis County as well as other good and valuable consideration, Weber County:
  - a. Waives and releases all claims, losses, damages, injuries, liabilities, actions, causes of action, demands, expenses, costs, including defense costs, fees, or otherwise against Davis County, the Davis County Sheriff's Office, and their officers, officials, administrators, employees, insurers, volunteers, or otherwise arising from, in connection with, or relating in any way to the Deputy's employment with Weber County; and
  - b. Agrees to indemnify Davis County, the Davis County Sheriff's Office, and their officers, officials, administrators, employees, insurers, volunteers, or otherwise against all claims, losses, damages, injuries, liabilities, actions, causes of action, demands, expenses, costs, including defense costs, fees, or otherwise arising from, in connection with, or relating in any way to the Deputy's employment with Weber County.

This section shall survive the termination of this Agreement.

2. Employment with Davis County; Waiver and Release; and Indemnification. The Deputy is an employee of Davis County at all times that the Deputy is performing services as a Davis County Sheriff's Office deputy. Based on Davis County's desire for the Deputy to be employed by Weber County as well as other good and valuable consideration, Davis County:
  - a. Waives and releases all claims, losses, damages, injuries, liabilities, actions, causes of action, demands, expenses, costs, including defense costs, fees, or otherwise against Weber County, the Weber County Sheriff's Office, and their officers, officials, administrators, employees, insurers, volunteers, or otherwise arising from, in connection with, or relating in any way to the Deputy's employment with Davis County; and
  - b. Agrees to indemnify Weber County, the Weber County Sheriff's Office, and their officers, officials, administrators, employees, insurers, volunteers, or otherwise against all claims, losses, damages,



injuries, liabilities, actions, causes of action, demands, expenses, costs, including defense costs, fees, or otherwise arising from, in connection with, or relating in any way to the Deputy's employment with Davis County.

This section shall survive the termination of this Agreement.

3. **Privileges and Immunities.** The Parties acknowledge, understand, and agree that all applicable privileges and immunities, in law, equity, or otherwise, that arise from, in connection with, or relate in any way to the Parties, the Deputy, or the Deputy's acts or omissions while an employee of Weber County or Davis County shall apply, unless otherwise set forth in this Agreement. This section shall survive the termination of this Agreement.
4. **Effectiveness, Date, and Termination.** This Agreement will become effective when all Parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature). This Agreement will terminate on the date that the Deputy's employment with either Weber County, as a Weber County Sheriff's Office deputy, or Davis County, as a Davis County Sheriff's Office deputy, is terminated.
5. **Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

<p>Weber County: Weber County Sheriff's Office Attn: Chief Deputy for Patrol 1400 Depot Drive Ogden, UT 84404</p> <p>With a copy to: Weber County Attorney's Office Attn: Civil Division 2380 Washington Blvd. Ogden, UT 84401</p>	<p>Davis County: Davis County Sheriff's Office Attn: Chief Deputy for Patrol 800 W State Street PO Box 618 Farmington, UT 84025</p> <p>With a copy to: Davis County Attorney's Office Attn: Civil Division 28 E State Street PO Box 618 Farmington, UT 84025</p>
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6. **Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.
7. **Entire Agreement; Amendment.** This Agreement, including all attachments, if any, constitutes the entire understanding between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
8. **Governing Law; Exclusive Jurisdiction.** Utah law governs any action, suit, claim, investigation, or proceeding involving the Parties and relating to this Agreement ("Proceeding"). If either Party commences any judicial action, suit or proceeding against the other Party, then that judicial action, suit or proceeding may only be brought in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each Party hereby submits to the exclusive jurisdiction of such courts for purposes of any such judicial action, suit or proceeding. This section shall survive the termination of this Agreement.




9. Severability. The Parties acknowledge that if a dispute between the Parties arises out of this Agreement or the subject matter of this Agreement, the Parties desire the court to interpret this Agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this Agreement will remain in effect as written.

This section shall survive the termination of this Agreement.

10. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the Parties sign this Agreement in counterparts, each will be deemed an original but all counterparts together will constitute one agreement. If the Parties digitally sign this Agreement or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this Agreement on the date below the Party's signature.

<p>WEBER COUNTY</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>ATTEST:</p> <p>By: _____</p> <p style="margin-left: 20px;">Ricky Hatch Weber County Clerk/Auditor</p> <p>Date: _____</p> <p>WEBER COUNTY SHERIFF'S OFFICE</p> <p>By: _____</p> <p style="margin-left: 20px;">Ryan Arbon Weber County Sheriff</p> <p>Date: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>_____</p> <p>Weber County Attorney's Office</p> <p>Date: _____</p>	<p>DAVIS COUNTY</p> <p style="text-align: center;"></p> <p>By: <u>Bob J Stevenson (Aug 20, 2024 11:35 MDT)</u></p> <p>Print Name: <u>Bob J Stevenson</u></p> <p>Title: <u>commission chair</u></p> <p>Date: <u>08/20/2024</u></p> <p>ATTEST:</p> <p style="text-align: center;"></p> <p>By: <u>Brian McKenzie (Aug 20, 2024 17:03 MDT)</u></p> <p style="margin-left: 20px;">Brian McKenzie Davis County Clerk</p> <p>Date: <u>08/20/2024</u></p> <p>DAVIS COUNTY SHERIFF'S OFFICE</p> <p>By: <u></u></p> <p style="margin-left: 20px;">Kelly Sparks Davis County Sheriff</p> <p>Date: <u>Aug 12, 2024</u></p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p style="margin-left: 20px;"><i>Mike Kendall</i></p> <p>_____</p> <p>Davis County Attorney's Office</p> <p>Date: <u>08/21/2024</u></p>
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