

# Peer Support K9

**Contract #:** 5126  
**Contractor:** Jacob Stimpson  
**Total Amount:** 0.00  
**Submitter:** Cortney Ryan  
**Date Submitted:** 5/3/2022 3:03:39 PM  
**Last Modified:** 5/4/2022 11:28:40 AM  
**Budget Type:** Non-Budgetary  
**Period:** Ongoing  
**Current Approval Step:** CommissionerVote

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## Contract

### Requester Information

Cortney Ryan, Sheriff

**First Name**

**Last Name**

**Phone**

**Email**

**Department**

### Contractor/Vendor Information

**Contractor/Vendor Name**

**Contractor/Vendor Address Line 1**

**Contractor/Vendor Address Line 2**

**Contractor/Vendor Phone**

### Contact Person Details

**Contact Name**

**Contact Email**

**Contact Phone**

### Contract Details

**Contact Title**

**Contract Purpose (Be Specific)**

Is the contract signed?

**Effective Date**

**Termination Date**

### Budget Information

**Year 1 Amount**

**Year 2 Amount**

**Year 3 Amount**

**Year 4 Amount**

**Year 5 Amount**

**Total Contract Amount**

**Budget Type**

**Contract Period**

Munis Information

Munis Org #

Munis Object #

Munis Project #

Commission Presenter Details

Commission Presenter Name

Captain Cortney Ryan

Commission Presenter Phone

801-807-8917

Commission Vote

Commissioner One

Commissioner One Vote

Commissioner Two

Commissioner Two Vote

Commissioner Three

Commissioner Three Vote

Save Changes to Contract Details

AGREEMENT  
between  
WEBER COUNTY  
and  
JACOB STIMPSON  
*for limited use of a service animal*

THIS AGREEMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah on behalf of the Weber County Sheriff's Office ("County") and **JACOB STIMPSON** ("Employee"). County and Employee may be referred to jointly as the "parties."

**RECITALS**

**WHEREAS**, Employee is currently employed by the Weber County Sheriff's Office; and

**WHEREAS**, Employee is the owner of a service dog ("Dog") and desires to bring Dog onto the premises of the Weber County Sheriff's Office and Correctional Facility ("Facility") to provide mental health assistance to staff members and fellow employees; and

**WHEREAS**, County has determined that it would benefit staff located at the Facility to have limited interactions with a service animal; and

**WHEREAS**, County and Employee desire now to enter into this Agreement to establish the relationship and responsibilities between the parties with respect to Dog; and

**THEREFORE**, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

1. SCOPE OF SERVICES

Employee shall coordinate with the County to establish a schedule for the use of Dog at the Facility. Employee shall remain present with Dog at all times Dog is at the Facility. Employee understands and agrees that he is providing this service as a regular employee of County while on the clock during his regular work hours and within the scope of his employment. County has no ownership interest in Dog and Dog is not considered a law enforcement canine nor is Employee a law enforcement canine handler under the laws of the State of Utah. The relationship of County and Employee under this Agreement shall be that of an employer and employee. Employee is not an independent contractor.

2. CONSIDERATION

There is no compensation outside of or beyond Employee's regular hourly or salaried pay for the services contemplated by this Agreement.

3. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the 2 day of MAY, 2022 and will continue until Employee is no longer employed by County or County and/or Employee determine that Dog is no longer providing a benefit while at the Facility.

4. TERMINATION

County and Employee reserve the right to terminate this Agreement, in whole or in part, at any time during the Term or any additional Terms whenever either party determines, in its sole discretion that it is in the their interest to do so. Any termination for convenience will not be deemed a termination for default nor will it entitle either party to any rights or remedies provided by law or this Agreement for breach of contract or any other claim or cause of action.

5. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

6. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Employee of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Employee is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

7. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

8. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.



## 9. STANDARD OF PERFORMANCE/PROFESSIONALISM

Employee acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Employee agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Employee, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County.

## 10. INDEMNIFICATION

Employee agrees and understands that Employee is strictly liable under the laws of the State of Utah for any injury or damage caused by Dog while at the Facility. Employee further agrees to indemnify and hold harmless Weber County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Employee, including claims for personal injury, death, or damage to personal property or profits, however allegedly caused, resulting directly or indirectly from, or arising out of, Employee's breach of this Agreement or any acts or omissions of or by Employee or Dog in connection with the performance of this Agreement. Employee agrees that its duty to indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

## 11. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

## 12. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

## 13. ENTIRE AGREEMENT

County and Employee acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Employee, and that there are no other terms,

conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Scott Jenkins, Chair

Commissioner Froerer voted \_\_\_\_\_

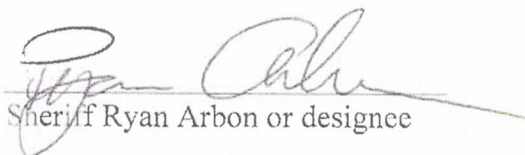
Commissioner Harvey voted \_\_\_\_\_

Commissioner Jenkins voted \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

DEPARTMENTAL APPROVAL

By   
Sheriff Ryan Arbon or designee

EMPLOYEE

By: 

Title: SERGEANT

Date: 5-2-22