

**DISPATCH SERVICES AGREEMENT**

Between  
Tooele County  
And the  
State of Utah, Department of Public Safety

This Agreement is made by and between Tooele County, hereinafter referred to as "County," and the State of Utah, Department of Public Safety, Utah Highway Patrol, hereinafter referred to as "UHP," an agency of the State of Utah.

**RECITALS**

**WHEREAS**, County provides consolidated dispatch services for public safety providers throughout Tooele County; and

**WHEREAS**, UHP needs certain dispatch services relating to the public safety for its operations; and

**WHEREAS**, the parties have negotiated an agreement ("Agreement") for County to provide dispatch services to UHP upon payment of the fees specified herein;

**NOW THEREFORE**, based upon the mutual promises and other good and satisfactory consideration, the parties agree as follows:

**SECTION ONE  
PURPOSE OF AGREEMENT**

- 1.1 The purpose of this Agreement is for the County to provide certain public safety dispatch services to UHP for its public safety operations in Tooele County.

**SECTION TWO  
SCOPE OF SERVICES**

- 2.1 During the period this Agreement is in effect, the County agrees to provide public safety dispatch services to UHP 24 hours a day, 7 days a week, in accordance with the standard procedures and policies adopted by the County for dispatch services.

**SECTION THREE  
PROBLEM RESOLUTION**

- 3.1 The County and UHP shall designate a representative to meet, discuss and resolve any disputes or problems arising from the performance of this Agreement.

**SECTION FOUR  
INDEMNIFICATION**

- 4.1 All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

**SECTION FIVE  
TERM AND TERMINATION**

- 5.1 Unless terminated otherwise as provided for herein, this Agreement shall be effective 12:01 a.m., July 1, 2020, and shall run for a period of two (2) years until 12 midnight June 30, 2022. With the consent of the County's Board and UHP, this Agreement may be renewable for successive fiscal periods upon the terms and conditions specified herein.
- 5.2 In the event that UHP desires to renew this Agreement for any succeeding period, UHP shall notify the County that it wishes to renew the same no less than ninety (90) days before the end of any two-year period. Upon notification that UHP desires to renew this Agreement, County, not later than sixty (60) days prior to the end of the two-year period, shall notify UHP in writing of any increase in compensation for renewal of this Agreement. If UHP and the County do not agree on the compensation prior to the beginning of the contract period, the contract shall be terminated and of no further effect, except that UHP shall be required to pay any outstanding balances due the County.
- 5.3 Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving one hundred eighty (180) days prior written notice to the other party. In the event that either party terminates this Agreement prior to the expiration of the term or any renewal period, UHP agrees to compensate the County its pro-rata share of the annual payments referenced in Section Six of this Agreement.

**SECTION SIX  
COMPENSATION**

- 6.1 UHP shall pay to the County One Hundred Fifty Eight Thousand, Four Hundred Thirty-Eight Dollars and Forty-Two Cents (\$158,438.42) for the 2020-2021 contract year and One Hundred Fifty Eight Thousand, Four Hundred Thirty-Eight Dollars and Forty-Two Cents (\$158,432.42) for the 2021-2022 contract year.

- 6.2 Upon being invoiced for the annual agreement period in effect, UHP shall send all payments to Tooele County, in care of the Tooele County Clerk/Auditor's Office 47 South Main Street, Tooele, Utah 84074.

**SECTION SEVEN  
MISCELLANEOUS**

- 7.1 **Amendments.** This Agreement may be amended in whole or in part at any time by the parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 7.2 **Authorization.** The individuals signing this Agreement on behalf of the parties confirm that they are the duly authorized representatives of the parties and are lawfully enabled to sign this agreement on behalf of the parties.
- 7.3 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 7.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- 7.5 **Documents on File.** Executed copies of this Agreement shall be placed on file in the office of the Keeper of the Records of each of the parties and shall remain on file for public inspection during the term of this Agreement.
- 7.6 **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.
- 7.7 **Governing Laws.** It is understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the hands of the parties are set below:

UTAH DEPARTMENT OF PUBLIC SAFETY

APPROVED AS TO FORM

BY: *Jess Anderson*  
Jess Anderson  
Commissioner

BY: *Lynda L. Viti*  
Linda Viti (Aug 12, 2020 16:40 MDT)  
Lynda Viti  
Utah Assistant Attorney General

DATE: 08/13/2020

DATE: 08/12/2020

TOOELE COUNTY COMMISSION

APPROVED AS TO FORM

BY: *Shawn Milne*  
SHAWN MILNE  
Chairman

BY: *Greg A. Brundage*  
Tooele County Attorney

DATE: 20 AUGUST 2020

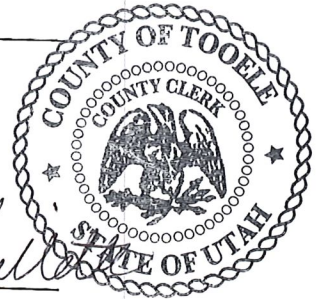
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TOOELE COUNTY SHERIFF

ATTEST

BY: *Paul J. Wimmer*  
Sheriff

BY: *Marilyn K. Sells*  
Tooele County Clerk



DATE: 8-18-2020

DATE: \_\_\_\_\_

**EXHIBIT A**  
**TOOELE COUNTY DISPATCH FEE ALLOCATION**  
**2020-2021 FEE ASSESSMENTS**

Agency	Population Estimates (2018)	BASE FEE	2017 Incident Numbers and Traffic Stops Totals	2018 Incident Numbers and Traffic Stops Totals	2019 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	2019 USAGE FEE	2019 TOTAL
Grantsville PD	11,568	\$16,168	7,812	6,938	8,358	7,703	\$120,622	\$136,790
Stockton PD	684	\$956	1,008	843	719	857	\$13,415	\$14,371
Tooele PD	35,251	\$49,269	17,931	17,457	16,537	17,308	\$271,044	\$320,312
Tooele County S.O.	20,935	\$29,260	14,142	12,953	12,503	13,199	\$206,698	\$235,958
Fire Warden			139	177	140	152	\$2,380	\$2,380
Ibapah FD			6	6	3	5	\$78	\$78
Ophir FD		\$0	1	1	0	1	\$10	\$10
Terra FD			67	45	55	56	\$872	\$872
Wendover PD	1,469	\$2,053	2,164	2,290	2,571	2,342	\$36,670	\$38,723
Utah Highway Patrol			7,810	8,847	8,942	8,533	\$133,624	\$133,624
AP&P						0	\$0	\$0
BIA (Ibapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
North Tooele FD			964	1,010	1,047	1,007	\$15,769	\$15,769
Mountain West Ambulance			4,636	4,534	4,936	4,702	\$73,632	\$73,632
Wendover Ambulance			305	270	294	290	\$4,536	\$4,536
	69,907	97,706	56,985	55,371	56,105	56,154	\$879,350	\$977,056
							\$15,65971	

2020 BUDGET 1,554,366  
Less: E911 Funds 550,000  
Less: Contracts 27,310  
Net Budget Amount 977,056  
Less: Base Amount allocated amount 879,350  
3 YEAR AVE 56,154  
15,65971

Estimated Contracts-\$5,462 Per FTE  
AP&P 10924  
BIA (Ibapah) 5462  
BIA (Skull Valley) 5462  
BLM 27310