

## EXTENDED SERVICE PLAN AGREEMENT

This Extended Service Plan Agreement (the "Agreement") is made by and between Medical Priority Consultants, Inc. dba **Priority Dispatch Corp** located at 110 S. Regent Street, Suite 500, Salt Lake City, UT 84111 ("PDC") and **Tooele County Sheriff Department** located at 47 S Main St, Tooele, Utah 84074 ("Client"). PDC and Client are collectively referred to herein as the "Parties" or individually as a "Party."

### BACKGROUND

- A. Client has been a long-time user of PDC's licensed products and services.
- B. This Agreement describes the service and support to be provided by PDC and does not cancel or void any pre-existing agreements between the Parties.
- C. The Parties agree that this Agreement, along with any pre-existing agreements, shall govern all current and future Client operated public safety answering points or other communications centers.

The Parties agree as follows:

### 1. Order of Precedence

In the event of any conflict or inconsistency between the clauses, the following agreements, as applicable, represent the Order of Precedence:

- 1.1. This Agreement
- 1.2. PDC's End User License Agreement as contained within the Licensed Products

### 2. Definitions

2.1. "**Licensed Products**" include the Priority Dispatch System ("PDS") software, documentation, content, and/or manual flip cards that Client receives from PDC in connection with this Agreement and as further identified in Client's invoice or quote from PDC, regardless of the medium on which it is stored. Licensed Products also include any and all manuals, instructions and other documents and materials that PDC provides or makes available to Client in any form or medium in relation to the product.

2.2. "**Licensed Stations**" are computers, terminals, nodes, computer aided dispatch stations, or workstations in Client's possession and/or control that have access to the Licensed Products and for which Client has paid the applicable License Fee to PDC. The number of Licensed Stations is specified in Client's License Fee invoice or quote from PDC. Client may not use the software/Licensed Products in connection with any stations other than the Licensed Stations, and the number of stations using or having access to the Licensed Products shall at no time exceed the Number of Licensed Stations.

2.2.1. "**Training Stations**" are stations that have access to the Licensed Products but are dedicated for the purpose of training personnel on the use of computerized functions in the call-center and may not be used to take real or live calls.

2.2.2. "**Backup Stations**" are stations that have access to the Licensed Products but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

3. **Use & Ownership.** The Licensed Products, and their contents, and any and all copies thereof and derivatives therefrom are owned by PDC. Client acknowledges that PDC owns all intellectual property rights in and to the Licensed Products. License fees purchase only the limited license to use the products as provided in this Agreement. Client agrees not to infringe upon any of the exclusive intellectual property rights of PDC. Copies of the Licensed Products are loaned to Client by PDC for the duration of the License only, and only for the purpose of enabling Client to exercise its License rights.

#### 4. Term & Termination

- 4.1. This Agreement shall have an initial term of three (3) years from the Effective Date. The Effective Date is the latter of the signature dates of the Parties below. Following the initial term, and unless terminated as set forth herein, this Agreement shall thereafter automatically renew for another three- year term.
- 4.2. **Material Breach.** If a Party materially breaches this Agreement and fails to cure such breach within 30-days of written notice thereof, this Agreement may be terminated subject to the decommission process.
- 4.3. **Voluntary Termination.** Client may also terminate this Agreement, with a 90-day written notice, subject to the decommission process below.
  - 4.3.1. **Decommission Process.** The Decommission Process will involve, among other activities, collecting all PDC's intellectual property and other Licensed Products, and exporting PDS data in a format that will give Client access to historical records. Client understands that PDC will come on site at their location and Client must provide a dedicated person to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products or materials found shall be immediately forwarded to PDC.

5. **Extended Service Plan (ESP).** PDC will provide the **Platinum ESP for Medical & Fire services, according to the attached Quote #61365.** Listed below are the services that will be provided under this Agreement.

**Platinum ESP.** Includes 24x7x365 technical support, Updates and Upgrades to the current version of the software/Licensed Products, and an annual subscription to the Online College of Emergency Dispatch. Platinum ESP also includes updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be used for IT, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).

#### 6. Service Level Agreement.

<https://cdn.prioritydispatch.net/community-documents/Service Level Agreement PDC-PSI v1.0.pdf>

#### 7. Client Obligations.

- 7.1. Client must register as described in Section 9.1 below.
- 7.2. Client's hardware and operating systems must meet the minimum system requirements provided by PDC. Client is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Licensed Products.
- 7.3. Client is solely responsible for ensuring the compatibility of non-PDC products with PDC products.
- 7.4. Client shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations. When reporting a problem to PDC's technical support, Client shall provide a complete problem description, along with all necessary documents and information that is available to the Client and required by PDC to diagnose and resolve the problem. Client agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.
- 7.5. Client is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.
- 7.6. Client shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.
- 7.7. As applicable, Client will permit PDC with remote access to its systems to provide any required or necessary support.

7.8. If Client fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Client's failure(s) at PDC's currently stated hourly rates.

7.9. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Client's CAD system or CRM, or the like, software shall be the responsibility of the Client. The integration of PDC's Licensed Products and Client's CAD system must be inspected, tested, and certified by PDC before taking live calls.

8. **Pricing & Payment Terms.** Client shall pay PDC the License Fee specified on Client's invoice from PDC when the License is initially purchased, the ongoing ESP fee is due annually thereafter. Any increase in the number of Licensed Stations/Licensed Products will require the payment of additional license fees to PDC at its then-current rate for the product. The annual ESP fees must be fully paid in advance. THE ESP PERIOD IS FOR FIVE YEARS AND IS RENEWED ANNUALLY UPON CONTINUED USE OF THE LICENSED PRODUCTS. PDC RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF CLIENT IS NOT CURRENT ON ITS FINANCIAL OBLIGATIONS TO PDC.

8.1. Priority Dispatch System ESP Fee on Client's current products are listed on Quote #61365 (see **Attachment A**):

- Year 1: \$9,937
- Year 2: \$13,928
- Year 3: \$17,920

9. **Updates, Upgrades & New Versions.** PDC may, from time to time, prepare and release Updates, Upgrades and/or New Versions of the Software/Licensed Products. PDC may thereafter cease issuing Updates for versions preceding the New Version. Said New Version will be governed by PDC's then-current license agreement. Notifications for Updates and/or New Versions are sent electronically (via email).

9.1. **Notifications.** In order to ensure receipt of notifications about Updates, Upgrades and New Versions, Client must register at the following site - [https://support.prioritydispatch.net/int\\_notification.php](https://support.prioritydispatch.net/int_notification.php). Client acknowledges that failure to register may result in Client not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands that it is solely responsible for ensuring it receives these notifications.

The Parties hereto have executed this Agreement as of the last date below.

**PRIORITY DISPATCH CORP.**

**TOOELE COUNTY SHERIFF DEPARTMENT**

Signature: \_\_\_\_\_

Signature: James A. Welch

Print Name: \_\_\_\_\_

Print Name: JAMES A. WELCH

Title: \_\_\_\_\_

Title: COUNTY MANAGER

Date: \_\_\_\_\_

Date: 10/6/22

**APPROVED AS TO FORM:**

Colin R. Winchester 09/30/2022  
**Colin R. Winchester**  
**Deputy Tooele County Attorney**

**ATTACHMENT A**

PRIORITY DISPATCH CORP.  
QUOTE # 61365



# QUOTE

110 Regent Street, Suite 500  
 Salt Lake City, UT 84111  
 USA  
[www.prioritydispatch.net](http://www.prioritydispatch.net)  
 Prepared By: Tim Martin  
 Phone: (800) 363-9127  
 Direct:  
 Email: [tim.martin@prioritydispatch.net](mailto:tim.martin@prioritydispatch.net)

Agency: Tooele County Sheriff Department  
 Agency ID#: 1631  
 Quote #: Q-61365  
 Date: 8/29/2022  
 Offer Valid Through: 9/16/2022  
 Payment Terms: Net 30  
 Currency: USD

**Bill To:**  
 Tooele County Sheriff Department  
 47 S Main St  
 Tooele, Utah 84074-2148  
 United States

**Ship To:**  
 Tooele County Sheriff Department  
 47 S Main St  
 Tooele, Utah 84074-2148  
 United States

Product	Qty	Amount
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	7	USD 9,937.00
<b>Year 1 TOTAL:</b>		USD 9,937.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	7	USD 13,928.00
<b>Year 2 TOTAL:</b>		USD 13,928.00

Product	Qty	Amount
Priority Dispatch System ESP (P) M/F System License Renewal, Service & Support	7	USD 17,920.00
<b>Year 3 TOTAL:</b>		USD 17,920.00

<b>Subtotal</b>	USD 41,785.00
<b>Estimated Tax</b>	
<b>Total</b>	USD 41,785.00

<b>Customer Signature:</b>		<b>Date:</b>	
<b>Customer Name:</b>		<b>Purchase Order ID:</b>	
<b>Expiration Date:</b>			

## TERMS AND CONDITIONS

"To lead the creation of meaningful change in public safety and health."

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. You can find it here: <https://prioritydispatch.net/licensing/>



# Tooele County Council Agenda Item Summary

**Department Making Request:**

Sheriff

**Meeting Date:**

**Mark Options That Apply:**

**Grant**  
*1 time*

**Contract**  
*1 yr. or less*

**Purchase**

*Exp date: \_\_\_\_\_*

**Grant**  
*With County Match*

**Contract**  
*More than 1 yr.*

*Exp date: 2025 \_\_\_\_\_*

**Budget Impact:**

**In Budget**

**Over Budget**

**Requested Amount: \$**9937

**Item Title:**

*Please answer the who? what? when? why?*

This is a 3 year extended service plan agreement with Priority Dispatch Corporation. Priority Dispatch provides the protocol system in our dispatch center for handling EMS and Fire calls as required by the Utah Communications Authority. The agreement includes the software updates, training on the system and ongoing 24/7 support. The annual amount for the 3 years are as follows:

- 1 - \$9937
- 2- \$13928
- 3 - \$17920

Priority Dispatch has been our protocol provider for some time. Knowing the price was going to go up we have looked at another provider only to find it inferior to an inferior product and initial purchase was substantial. We encourage a signature on this agreement.

**List who needs copies when approved:**