

DISPATCH SERVICES AGREEMENT
Between Tooele County and the Utah Highway Patrol

This Agreement is made by and between Tooele County, hereinafter referred to as "County", and State of Utah, Department of Public Safety, Utah Highway Patrol, hereinafter referred to as "UHP," both being public agencies 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 for County to provide dispatch services to UHP upon payment of the fees specified herein ("Agreement");

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 issues that may arise 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 sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., July 1, 2023, and shall run for a period of two years until 12 midnight June 30, 2025. With the consent of the County's Board and UHP, this Agreement may be renewed for successive two-year 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 date on which the contract would otherwise terminate. Upon notification that UHP desires to renew this Agreement, County, not later than sixty (60) days prior to the date on which the contract would otherwise terminate, 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 Two-Hundred Thirty-Five Thousand, One Hundred Ninety-Five Dollars and Six Cents (\$235,195.06) for each year of the Agreement as defined in Exhibit A, FY2024 Dispatch Contract Formula.
- 6.2 Upon being invoiced for the annual agreement period, 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 RECORDS OWNERSHIP

- 7.1 UHP and the County acknowledge that the County will need to access, create, and retain various records in order to operate, including but not limited to call logs, call recordings, and dispatch logs. The parties agree and acknowledge that these records may remain in the possession of the County and may be used and shared by the parties as appropriate, but that for purposes of Title 63G, Chapter 2 of the Utah Code, the Government Records Access and Management Act (“GRAMA”), all such records are deemed the records of the party with principal jurisdiction over the subject of the record. The party with principal jurisdiction over the subject of the record shall have the obligation to comply with GRAMA requests for such records. To the extent that any other party shall have access to such records through the operation of the County, this access is deemed access pursuant to the government sharing provisions of Utah Code Ann. § 63G-2-206.

SECTION EIGHT MISCELLANEOUS

- 8.1 **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.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **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.
- 8.7 **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 L. Anderson
Commissioner

BY: _____
Marcus R. Yockey
Assistant Attorney General

DATE: _____

DATE: _____

TOOELE COUNTY COMMISSION

APPROVED AS TO FORM

BY: James A. Welch
JAMES A. WELCH
County Manager

BY: Colin Winkler 06/28/2023
DEPUTY
Tooele County Attorney

DATE: 6/20/2023

DATE: 06/28/2023

TOOELE COUNTY SHERIFF

ATTEST

BY: Paul Wimmer
PAUL WIMMER
Sheriff

BY: Tracy Shaw
TRACY SHAW
Tooele County Clerk

DATE: 7/11/23

DATE: 7/18/23



UTAH DEPARTMENT OF PUBLIC SAFETY FY2024 DISPATCH CONTRACT FORMULA

SUMMARY

The Communications Bureau (Bureau) of the Utah Department of Public Safety (UDPS) contracts with six county (County) dispatch centers to provide services for the Utah Highway Patrol (UHP).

The dispatch contract formula was previously produced to give county dispatches a reasonable rate of payment, allow for the transparent tracking of associated costs, and give the Communications Bureau control over the contract expenditures.

HISTORY & DESCRIPTION OF PROPOSED CHANGES

The Bureau currently operates six dispatch centers in the State and contracts for services with six county dispatch centers. The State recognizes that it should pay for the dispatch services rendered to support the UHP. The Dispatch Contract Formula was developed to reflect current costs associated with the operation of an emergency services communications center. The contract formula is shown below.

$$\text{Amount for Services} = \# \text{ of UHP Officers} * 0.0833 \text{ Staff per Officer} * \$117,644.59 \text{ per Staff}$$

The count of UHP Officers for each of the centers have been reviewed and updated. In the formula, the staff per officer ratio of 0.0833 remains unchanged. The formula is not based directly on County staff. Rather, the formula relates the number of officers to staff in order to create a more efficient standard. Staff per officers or, inversely, officers per staff are measures of how many officers there are per dispatcher.

Given that personnel are the main cost driver behind dispatch centers, the formula also considers personnel costs in determining the amount the State should pay to each County dispatch. Dispatchers within the State are classified as "Certified Dispatchers". Cost per staff rates are set at the cost for a Certified Dispatcher at the midpoint of the UDPS Communications pay range. Based on the FY2024 UDPS Communications pay range rates, this amount is equal to \$117,644.59, or the equivalent of a \$29.93 an hour salary plus the State's Public Safety Tier II benefits (which include health, dental and retirement).

The anticipated impacts to contract centers are listed as follows.

$$\text{Amount for Services} = \# \text{ of UHP Officers} * 0.0833 \text{ Staff per Officer} * \$117,644.59 \text{ per Staff}$$

	UHP Officers	Staff Rate	FY2024 Suggested Contract Rate
		0.0833	\$117,644.59
Davis	33	2.7489	\$323,393.21
Logan	20	1.666	\$195,995.89
St. George	30	2.499	\$293,993.83
Summit	25	2.0825	\$244,994.86
Tooele	24	1.9992	\$235,195.06
Weber	35	2.9155	\$342,992.80
		TOTAL	\$1,636,565.66