



Council Meeting Agenda

September 15, 2026

Council Chambers
47 S Main St. Tooele

6:00 PM

To watch meetings online, visit Tooele County's [Youtube](#)

To submit a public comment before the meeting, [Email Comments](#), anytime up until the meeting starts.

Pursuant to the Americans with Disability Act, individuals needing special accommodations during this meeting should notify the Manager's office at 435-843-3150 prior to the meeting.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Comments

5. Minutes

A. August 25, 2026 Council Meeting Minutes

Attachments

1. [08.25.2026.Business.Draft.pdf](#)

6. Contracts

- A. **Server Room Uninterruptible Power Supply (UPS) Replacement, State Contract, Scott Persons**
Gamatronics ceased operations in 2023. Since then, TechConnect has done an outstanding job maintaining our Uninterruptible Power Supply (UPS) systems and extending their functional life by an additional two years. However, because manufacturing has been discontinued, replacement parts for these systems are no longer available.

Tooele County Information Technology is requesting approval to proceed with replacement through TechConnect (State Contract #MA4094), installing Toshiba 4400 Series devices with the Generex battery monitoring system. These devices are designed to keep our current Primary Data Center operational for up to 1.5 hours, providing sufficient time to transition to our generators or complete a clean shutdown.

Attachments

1. [C260812 - Tooele County IT - Toshiba 30kVA UPS Revised.pdf](#)

B. State of Utah Contract Amendment #6 between the State of Utah, Utah Attorney General's Office and Tooele County , Rachael Cowan

State of Utah Contract Amendment #6 between the State of Utah, Utah Attorney General's Office and Tooele County. Renewal until 6/30/2027 with new budget and updated terms.

Attachments

1. [FY27 Tooele County CJC Contract Amendment #6.pdf](#)

C. Agreement with Pitney Bowes for Mail Machine Lease, Tracy Shaw

Approval of a lease agreement with Pitney Bowes for the lease of a MailCenter mail machine for the Clerk's office. 5-year lease cost is \$26,021.40 at \$5,204.28 per year. The lease is through an existing NASPO cooperative contract and replaces the expiring lease of the current Pitney Bowes mail machine.

Attachments

1. [Lease Agreement with Pitney Bowes.pdf](#)

7. Resolutions/Ordinances

A. Resolution 2026-27 - Approving the Issuance of Tax-Exempt Revenue Bonds Not to Exceed \$1,100,000,000 by the Public Finance Authority for the Purpose of Financing Certain Health Care Facilities for the Benefit of QKA Health Corporation D/B/A Healthside Partners, Randall Larsen - PUBLIC HEARING

This resolution approves the proposed issuance by the Public Finance Authority, a commission organized pursuant to Wisconsin statutes (the "Authority") of its qualified 501(c)(3) revenue bonds (the "Bonds"). The Bonds shall be special limited obligations of the Authority and expressly will not be an obligation or debt of the County. The proceeds of the Bonds will be loaned to QKA Health Corporation d/b/a Healthside Partners (the "Borrower"), a Delaware nonprofit nonstock corporation and 501(c)(3) corporation to finance and refinance various capital projects, including healthcare facilities located in the County, and related matters.

Attachments

1. [UNDEFINED](#)

8. Council Update

9. Manager Update

10. Informational - Public Transparency

[Audit Reports](#)

[Boards and Committees](#)

[Budgets](#)

[Check Register](#)

[Code](#)

[GRAMA Request](#)

[Public Meetings](#)

[Resolution and Ordinances](#)

11. Manager Update: Ratifications

A. Dispatch Agreement Between Tooele County and Mountain West Ambulance

This agreement establishes the terms under which Tooele County will provide dispatch services to Mountain West Ambulance for the 2026–2027 term.

Attachments

1. [Ambulance Services of Tooele, LLC. DBA Mountain West Ambulance Agreement 2026-2027 \(Fully\).pdf](#)

B. Dispatch Agreement Between Tooele County and Erda City

This agreement establishes the terms under which Tooele County will provide dispatch services to Mountain West Ambulance for the 2026–2027 term.

Attachments

1. [Erda City Agreement 2026-2027 \(Fully \).pdf](#)

12. Adjournment - Closed Session if needed



Council Meeting Minutes

August 25, 2026

Council Chambers

6:00 PM

1. Call to Order

Chairman Jared Hamner called the Council Meeting to order at 12:00 PM. The time, place, and agenda of the meeting had been provided to the Tooele Transcript Bulletin and to each member of the governing body by posting the notice and agenda at least two days before on the Tooele County website and emailing them a link.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Rose Moore, Tooele County resident.

3. Roll Call

Council Member Roll call as follows:

Council Member Erik Stromberg: present (online)

Council Member Kendall Thomas: present

Council Member Tye Hoffmann: present

Council Member Scott Wardle: absent

Council Member Jared Hamner: present

Also, present were Scott Broadhead- Attorney, Andy Welch- County Manager, Brittany Lopez- Assistant County Manager, and Nicole Rash- Chief Deputy Clerk.

Staff in attendance were Nathan Harris- Deputy Attorney.

Guests in attendance were Chase Randall, Rose Moore, Natalie Merriam, Aleta Boyce, Tracy Gregich and various other residents.

4. Public Comments

4 Public Comment

Chase Randall, Tooele City Resident: Fully supports Data Center in Tooele County. He urged the Council to carefully consider facts and not give into hysteria.

Rose Moore: She also spoke about Data Centers. She stated she feels it's ironic that the council will acknowledge a drought in Tooele County but they're still moving forward with creating ordinances to enable Data Centers. She also spoke about a traffic impact study stated she feels it is biased for the developer.

Natalie Merriam, Tooele City Resident: She stated it is a hardship to ask people to come to Council Meetings in the middle of the work day. She spoke about Tooele County Resolution 2026-18, stating she doesn't like how it was hidden in a list of hyperlinks. She stated that as the Council is working on chapter 34, it is expected that more research be put into water use.

Tracy Gregich, Pine Canyon Resident: She referred to the state of Virginia, who enacted restrictions to study what the environmental impact of Data Centers has been. She stated that she feels there is no race with China; China has 450 Data Centers and the US has over 5,000. She stated she feels the Council should not be listening to Google, but to their constituents. She urged the Council to take time and slow down.

Aleta Boyce, Erda City resident: She asked for a 1-year moratorium on Data Centers. She stated 22 wells were not included in the traffic study. She asked a question regarding the costs of doing the traffic study vs. repairing the roads.

5. Contracts

a. Court House Land Sale Agreement, Nathan Harris

This is the agreement with the state for the purchase of the land and building of the Tooele County Courthouse. The current lease agreement is ending soon, and the state desires to purchase the land and the building from Tooele County. The County will continue to receive benefits for years in the future and the state will continue to provide the courthouse for the County.

Nathan Harris, Deputy Attorney, presented this item as outlined above. He advised this item has been discussed in several previous meetings. He advised the proposed sale has been published in the newspaper and the public comment period has happened. He advised this meeting is to move forward with the vote on the sale of this land.

Council Member Kendall Thomas motioned to approve the Court House Land Sale Agreement. Second by Council Member Tye Hoffmann. All in favor. The motion passed.

6. Action Item

a. Vote to Appoint a New Council Vice-Chair; Nathan Harris

This item is so the Council may vote on a new vice-chair

Nathan Harris, Deputy Attorney, presented this item as outlined above. Council Member Scott Wardle is stepping down as Council Vice Chair due to work and family conflicts. Chairman Jared Hamner nominated Council Member Erik Sromberg to serve as Vice Chair.

Council Member Kendall Thomas motioned to close nominations and appoint Council Member Erik Stromberg by acclimation. Second by Council Member Tye Hoffmann. All in favor. The motion passed.

7. Council Update

No Council updates.

8. Manager Update

9. Informational - Public Transparency

[Audit Reports](#)

[Boards and Committees](#)

[Budgets](#)

[Check Register](#)

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10. Adjournment - Closed Session if needed

Council Member Tye Hoffmann motioned to adjourn at 12:13 pm. All in favor. The motion passed.



597 North 1250 West #1
Centerville, UT 84014
Office Phone: 801-298-9087

Quotation

v.3.2

Quoted to:

Company: **Tooele County IT**

Attn: Scott Persons

Re: Toshiba UPS

Note:

Quotation #

8/12/2026 C260812

Page

1 of 1

Good Through	Payment terms	Account Manager
9/12/2026	Net 30 days	Chris Lassig (801) 718-6655

Qty	Item	Unit price	Extension
2	Toshiba 4400 Series Single Input UPS - 30kVA 27kW Double Conversion UPS - 208/120V 4 wire + ground input – 208/120V 4 wire + ground output with batteries allowing approximately 120 minutes backup at 50% load, RemotEye 4 Multi-Protocol UPS Manager - Includes Startup and Shipping	\$71,654.80	\$143,309.60
2	Optional Generex Battery Management System for 24 Batteries (equalizes batteries within 1/100th of a Volt and will increase the life of the batteries 50% longer life) includes Installation and Programming - If purchased, Tech Connect will warranty the batteries for 5 years.	\$7,985.30	\$15,970.60
1	Electrical Installation Includes: **Remove old UPSs and Install 2 new Toshiba UPSs and External Battery Cabinets. **Add 2 additional UPS Backed up Outlets for Generex System **All Labor and Materials **Owner to provide a pallet jack and forklift to help remove battery cabinets from shipping pallets **When delivered, owner will need to move all UPS equipment to basement in hallway near server room **All existing UPS equipment will be removed and disposed **Owner to have all loads transferred to single UPS 1 day prior to installation If no formal PO is issued, please sign below as acceptance:	\$58,285.00	\$58,285.00
		Subtotal	\$217,565.20
Notes		Sales Tax	7.25%
		Shipping	Included
		TOTAL	\$217,565.20

Sales Tax is not Included

State Contract #MA4094



STATE OF UTAH

CONTRACT AMENDMENT

AMENDMENT # 6 To CONTRACT # 230481

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, Utah Attorney General's Office referred to as State Entity and, Tooele County, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. **Contract period:**

7/1/2022 (Original starting date)

6/30/2027 (Current ending date)

 new ending date

2. **Contract amount:**

\$884,973.68 (Current contract amount)

\$266,745.00 (Amendment amount)

\$1,151,718.68 **new contract amount**
add current amount to amendment amount

3. **Other changes:** (attach other sheets if necessary):

Updated Scope of Work Updated Attachment A: State of Utah Agency Standard Terms and Conditions for Goods and/or Services

4. **Effective Date of Amendment:** 07/01/2026

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR

STATE

Contractor's signature Date

Agency's signature Date

Type or Print Name and Title

NA, Contractor is Gov't Entity
Director, Division of Purchasing Date

Tracey Tabet
Agency Contact Person

801 281-1202
Telephone Number

Fax Number

ttabet@agutah.gov
Email

Tooele County			CHILDREN'S JUSTICE CENTER							FY27			
EXPENSE CATEGORY			REVENUE SOURCES										
		TOTAL EXPENSE	STATE CONTRACT			FI ROLLOVER/ ONETIME	LOCAL GOV		FEDERAL		FRIENDS		OTHER
			ONGOING/BASE	FI	One-Time		LOCAL GOV CASH	LOCAL GOV INKIND	NCA (FED)	FEDERAL OTHER	FRIENDS (CASH)	FRIENDS (IN- KIND)	OTHER PRIVATE FUNDING
CATEGORY 1 - CAPITAL EXPENDITURES													
A. Capital Improvements	Building	0											
Total	- Grounds	0											
CATEGORY 2 - PROGRAM OPERATING													
A. Personnel	Director	108,805	108,805										
	Office Coordinator/ Advocate	68,765	68,765										
	FI Specialist/ Advocate	49,225	31,725		17,500								
	Forensic Interview Specialist	4,500		4,500									
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ATTACHMENT B: SCOPE OF WORK FOR CHILDREN'S JUSTICE CENTER

CONTRACTOR (CJC) and the Attorney General's Office (Program) agree that state law defines the requirements and purposes of a Children's Justice Center, pursuant to Utah Code Annotated §67-5b. The Program also utilizes nationally recognized minimum standards to inform the practice and policy of Utah's CJs and to determine the "substantial compliance" of the CJC with said standards, regardless of the national membership status of a CJC.

To fulfill the requirements and purposes of a CJC, CJC agrees to comply with the following conditions:

1. Child Focused Setting. The CJC shall:

- a. Maintain a safe, child friendly facility that is designed to make child/youth feel comfortable and at ease and that meets all applicable state and local codes;
- b. Provide suitable interview rooms and waiting area for the child and family; provide sufficient and suitable staff to interact with the child and family, answer questions, to provide immediate crisis intervention; to ensure privacy when discussing cases with parent, staff, children, etc;
- c. For centers funded to operate full-time (per the Program funding formula), the facility's operating hours shall be 40 hours a week and shall be sufficiently staffed to provide services as outlined in this contract. Centers funded to operate on a part-time basis or as a satellite may be open fewer than 40 hours a week. Contact information for the center shall be posted for visitors who come to the center outside set operating hours;
- d. Facilitate and coordinate child's and family's journey through criminal and juvenile systems;
- e. Treat the child and family with respect and dignity;
- f. Notify the administrator of the Program promptly regarding any plans to relocate the CJC or expand services beyond those outlined in the Scope of Work.

2. Forensic Interviews. The CJC shall:

- a. Respond as quickly as possible to requests for interviews from law enforcement (LE) or the Division of Child Family Services (DCFS)/Child Protective Services (CPS);
- b. Actively promote a joint LE/CPS response and encourage both to be present for the forensic interview;
- c. Schedule interviews and coordinate them with LE, DCFS/CPS and family;
- d. Record interviews and provide recordings to the assigned LE and CPS designees; provide transcripts upon request of LE or prosecutors, subject to limitations based on staff capacity;
- e. Ensure optimal performance of all recording equipment and advise interviewers that CJC staff may need to periodically monitor interview to ensure audio and visual quality;
- f. Be responsible for ensuring the quality and professionalism of the interviewer if the CJC hires its own forensic interviewer;
- g. If the CJC hires its own forensic interviewer, the CJC will ensure its forensic interviewer participates in peer review and training with other CJC forensic interviewers as provided and coordinated by the Program's Forensic and MDT Specialist (hereinafter referred to as "Specialist"); the CJC will also ensure its forensic interviewer becomes an FI trainer within one year of hire;
- h. Refrain from mandating the use of a particular interviewing protocol as a condition of using the CJC, but can suggest or recommend a particular protocol be used by an interviewer (LE or DCFS/CPS);
- i. Relay any concerns of CJC staff or MDT regarding interviews or techniques used by any particular interviewer/investigator to the interviewer's supervisor with the suggestion that the supervisor review the interview; concerns may also be brought to the attention of the prosecutor's office; consult with the Program's Specialist for problem-solving and remedial training/skill building options as needed.

3. Victim Advocacy: The CJC shall:

- a. Ensure that CJC victim advocacy service providers meet the Program's 24 hour, CJC-specific training requirement before providing advocacy services to children and families; meet the

additional 16 hour Utah requirement within 3 months of hire; maintain documentation as proof of all training completion;

- b. Provide services and support consistent with the Rights of Crime Victims Act;
- c. Provide needs assessment and crisis intervention; engage in information sharing with the MDT; coordinate case management meetings; provide a warm handoff to other victim advocates; provide active outreach and follow-up support services;
- d. Provide referral and resource information on available community services, victims' rights, Office for Victims of Crime, etc to child and family;
- e. Facilitate referrals to prosecutor/other victim advocate as needed for court preparation;
- f. Answer phone calls or other requests from parents of abused children (or others concerned about an abused child) for referral and resource information (may include treatment referrals which may need to be coordinated with DCFS/CPS, explanation of the general investigative process, general prosecution process, referral to a victim advocate, referrals for crisis counseling for family and child, information on CJs and what they do, etc.).

4. Medical Exams: The CJC shall:

- a. Make referrals for forensic medical exam to CJC-affiliated providers as identified by Primary Children's Hospital (the Contractor for the CJC Medical Assessment Program); the Medical Assessment Program's referral policy is incorporated by reference and the parties agree that the policy may be amended by notice, in writing, as required to fulfill the purposes of the contract.
- b. In order to ensure appropriate medical care, pertinent Information including the type of abuse, details regarding injuries and the timing of the suspected abuse (along with the type of sexual contact) should be included in the medical referral. Medical providers should be updated if and when additional pertinent information becomes available.

5. Mental Health: The CJC shall:

- a. Promote and implement the Care Process Model for Pediatric Traumatic Stress with each child and/or caregiver.
- b. Provide information to caregivers and make referrals to behavioral health providers qualified to conduct evidence-based, trauma-focused services for children, in accordance with local county referral and procurement policies.
- c. To utilize state dollars to cover treatment costs for a child under said contracts, therapists must meet the following requirements:
 - i. Utilize an NCA approved therapy modality (CFTSI, TFEBT, PCIT, AFBT, EMDR, CPP).
 - ii. The CJC must demonstrate its mental health provider(s) has completed 40 contact hours in training and consultation calls to deliver an NCA approved, evidence-supported mental health treatment to children who have experienced trauma from abuse. Training programs that include fewer than 40 hours (including consultation calls) may be supplemented with contact hours in evidence-based assessment.
- d. To utilize state dollars to cover treatment costs for a child under said contracts, CJs shall ensure a standardized treatment plan is in place prior to clinical intervention. This plan must include:
 - (1) a client-centered goal/objectives for treatment;
 - (2) evidence-based and trauma-focused modality/interventions;
 - (3) anticipated length of treatment with review date; said treatment plans are subject to audit for compliance.
- e. For contracted mental health providers, **State funds** are preauthorized for the following expenses associated with child abuse victims, as defined in Utah Code Annotated §67-5b(101) and served by a CJC:
 - i. Biopsychosocial behavioral health or psychological assessments, up to (120) minutes;
 - ii. Up to (25) sessions per child primary victim (hereinafter "child"), either conjoint or time spent alone with child or parent up to (90) minutes in total on one (1) day;
 - iii. No-show appointments; and
 - iv. Time spent at case review and MDT meetings;
- f. Preauthorized rates for above-referenced services provided by contract providers are:

- i. \$81.25 per hour (60) minutes for a minimum of (50) minutes of clinical intervention (hereinafter “therapy”); should be prorated for any time spent in therapy that exceeds (50) minutes and up to (90) minutes, up to (25) sessions per client;
 - ii. \$200 for a clinical assessment, one (1) per client;
 - iii. \$30 for a no-show, up to three (3) per client; and
 - iv. \$50 per hour for (60) minutes of consultation and attendance at case review;
- g. CJC may seek prior written approval for a higher hourly rate for services from the Program’s Mental Health Services Specialist by submitting a pay increase form, provided the following requirements are met:
 - i. Certificate of completion of any of the NCA approved modalities (CFTSI, TFCBT, PCIT, AFCBT, EMDR, CPP)
 - iii. The maximum amount for any higher pay request shall be capped at **\$115.00**. The CJC may supplement this amount using other available funding sources.
- h. The State shall not reimburse for services, training, consultation, or any costs associated with therapeutic modalities that are not approved or recognized by NCA. CJC may seek prior written approval for additional sessions, beyond the preauthorized (25) sessions; CJC requests should be made in consultation with the contracted behavioral health provider to offer justification for additional sessions; the Program’s Mental Health Services Specialist will review said requests on a case-by-case basis;
- i. Payment of rates exceeding preauthorized rates, exceeding preauthorized number of sessions, and other mental health services not expressly identified here and without prior written approval from the Program’s Mental Health Services Specialist may be denied for reimbursement. Expenses that may be denied include but not limited to, services for MDT members, secondary victims, services for adults, etc.
- j. Notwithstanding other contract terms, the Program may amend its preauthorized rates for this contract by written notification to CJC; said notification will constitute an amendment without the CJC’s signature; amendment rates will become effective (15) days after written notification.
- k. For any specific matters not addressed in this contract, please consult with the Program Mental Health Specialist.

6. Multidisciplinary Team (MDT) Meetings. The CJC shall:

- a. Develop and maintain a functioning and effective multidisciplinary team (MDT), including but not limited to LE, DCFS/CPS, prosecutor, medical provider, mental health provider, victim advocate, CJC representative, and other necessary professionals;
- b. Serve as an interagency coordinated response center;
- c. Have a written interagency agreement/MOU and MDT protocol that meets NCA’s nationally recognized standards;
- d. Have written documentation describing how information is shared among the MDT and how confidentiality is protected;
- e. Provide routine opportunities for MDT to give feedback and suggestions regarding the operating procedures of the CJC and the MDT, including but not limited to the MDT OMS survey;
- f. Consult with the Program’s Specialist for problem-solving and team building as needed.

7. Case Review. The CJC shall:

- a. Maintain written guidelines for case review procedures;
- b. Conduct/facilitate case review at least once a month to ensure informed case decisions are made, client outcomes are improved, interventions are coordinated, and obstacles to the investigation and service delivery are addressed;
- c. Ensure attendance by those actively working the case who are capable of making, informing, and/or advocating for decisions, including but not limited to LE, CPS, forensic interviewer, prosecution, medical, mental health, victim advocate, and CJC.

8. Case Tracking. The CJC shall:

- a. Maintain and update AG Case Management System (CMS) promptly and accurately on a regular basis, at least weekly. Data must be entered by the 20th day of the month following the close of each quarter to ensure accuracy of the quarterly statistical reports;
- b. Enter data for every case, completing all required fields as outlined in the Program CMS User Guide; the User Guide is incorporated by reference and the parties agree that the guide may be amended by notice, in writing, as required to fulfill the purposes of the contract;
- c. Restrict notations maintained in the CMS. Other than documentation of staff activity, such as notations regarding date and outcome of appropriate family follow-up, CJC employees shall not make editorial comments, conclusions, or opinions within the CMS; CJs are government agencies and subject to the requirements of the Government Records and Management Act.

9. Training and Community Education: The CJC shall:

- a. Coordinate with the Program to ensure child forensic interview training is provided to LE, CPS, or designated interviewers who conduct or observe forensic interviews regularly at the CJC (and also reflects our new student criteria); maintain documentation as proof of training completion;
- a. Facilitate and coordinate training opportunities for CJC staff, LE, DCFS/CPS, prosecutors, and other allied agency professionals;
- b. All training shall reflect and take into consideration training requirements recommended under the standards;
- c. Notify the administration of the Program, in writing and in advance, of any training offered or promoted by a CJC, with the exception of CJC employee training required by your County as a condition of employment;
- d. Provide public awareness presentations to local businesses, community groups, etc. on CJs and what they do;
- e. Coordinate with other agencies or persons who provide such presentations;
- f. Maintain relevant education materials for distribution;
- g. Facilitate and coordinate educational or informational meetings where LE, DCFS/CPS and other professionals can make presentations;
- h. Refrain from endorsing any third-party organization or keeping an organization's promotional or marketing materials in the center, unless otherwise authorized by the Program.

10. Organizational Capacity. The CJC shall:

- a. Provide management and supervision of center staff; provide financial reports as requested by state and in format requested by state; be fiscally responsible; maintain accurate accounting (receipt and disbursement) of all state monies, federal monies, county monies, private monies as well as an accurate accounting of in-kind services, items or other donations from state, county, federal and private sectors;
- b. Conduct criminal background screenings for all CJC employees and volunteers; comply with the requirements of the Volunteer Government Workers Act;
- c. Maintain abuse prevention policies that promote a safe environment, ensure appropriate supervision of children on the premises, and abide by mandatory reporting laws;
- d. Comply with the requirements of the Program's critical incident policy, which outlines the circumstances under which the CJC must notify the Program of incidents that may meet the definition of a critical incident; critical incidents include but are not limited to potential violations of local, state, or federal law;
- e. Participate in CJC directors meetings, State Advisory Board meetings, State Advisory Board committee meetings and any special appointments to committees by the State Advisory Board; and the CJC Symposium;
- f. Maintain a local advisory board, with appointees and designees serving a term or terms as designated in the board's bylaws; it is recommended that it be composed of the following people from the county or area: 1) the local center director or the director's designee; 2) a district attorney or county attorney having criminal jurisdiction or any designee; 3) a representative of the attorney general's office, designated by the attorney general; 4) at least one official from a local law enforcement agency or the local law enforcement agency's designee; 5) the county executive

or the county executive's designee; 6) a licensed nurse practitioner, physician assistant, or physician; 7) a licensed mental health professional; 8) a criminal defense attorney; 9) at least two members of the community at large; 10) a guardian ad litem or representative of the Office of Guardian Ad Litem, designated by the director; 11) a representative of the Division of Child and Family Services, designated by the employee of the division who has supervisory responsibility for the county served by the center; 12) if a center serves more than one county, one representative from each county served, appointed by the county executive; and 13) additional members appointed as needed by the county executive. The local advisory board does not supersede the authority of the contracting county;

- g. Schedule and facilitate local advisory board meetings; Send draft minutes of local board meetings to CJC Program within 45 days of each board meeting;
- h. Facilitate discussion at local levels with supervisors, local advisory board members and MDTs, of concerns and needs, and identify strategies to address those needs;
- i. Review MDT protocols, operating guidelines, and MOUs at least annually and update when necessary. If said documents have been updated in the course of the fiscal year, the CJC will provide updated documents by June 1st to the CJC Program;
- j. For employees funded by state monies, in whole or in part under this contract, the primary physical working location for the employee(s) shall be the CJC; for employees split between CJC/non-CJC functions, the CJC shall maintain documentation, including but not limited to timesheets, to support costs allocated to the CJC.

11. Program Evaluation and Outcomes. The CJC shall:

- a. Ensure that all professionals conducting forensic interviews at the CJC participate in peer review at least twice a year. CJC must maintain documentation demonstrating completion of peer review;
- b. Ensure that CJC employees who provide victim services participate in a victim advocacy skills peer consultation with the Program's Specialist at least once a year and implement recommendations;
- c. Consult with the Program's Specialist on its case review process annually and implement recommendations;
- d. Participate in CMS data entry/quality assurance checks at least twice a year by the Program's Quality Assurance Analyst, and implement recommendations as needed;
- e. Offer initial and follow up Outcome Measurement System (OMS) surveys to caregivers seen at the CJC and consider ways to implement feedback; compliance shall be documented in the CMS;
- f. Administer OMS survey to MDT twice a year and consider ways to address/implement the feedback;
- g. If the CJC's performance is found to be lacking in any of the above areas, the CJC will coordinate with the Program for technical assistance to improve effectiveness.

12. National Membership and Standards

- a. The AGO recognizes the membership categories of the National Children's Alliance (NCA), including accredited, associate, and affiliate membership, and utilizes said membership definitions as needed;
- b. Currently accredited centers shall be expected to maintain their accredited status to remain eligible for additional state funding. Eligible centers not yet accredited shall be encouraged to work with the Program to establish a timeline for becoming fully accredited.

13. Auxiliary Programs/Services. The CJC shall:

- a. Obtain prior written approval of the administration of the CJC Program for any service offered by or through a CJC, other than those specifically designated in this contract, in order to maintain the core functions of the state program, which is the facilitation and coordination of investigation and prosecution of child abuse and other cases where a child is a primary victim and that the CJC is a neutral, child friendly facility;
- b. Obtain prior written approval for the expansion of a CJC's service area, as that will require a contract amendment to incorporate said area;

- c. If the CJC fails to obtain said approval or implements a program or service that interferes or conflicts with the statutory purposes of the CJC Program, the Program may take appropriate action including warnings, reduction of funding, or termination of contract.

14. Fundraising.

- a. The CJC acknowledges the following guidelines as to what is allowable and unallowable with regard to CJC staff fundraising or assisting private, nonprofits on state paid time.
- b. Examples of allowable activities on state paid time:
 - i. giving public presentations about the CJC and answering questions about how/where they can help monetarily; attending a fund raising event to explain what a CJC does, etc.; responding to a public request regarding the needs of the CJC; referring potential donors to a member of the Friends Board; attending local Friends Board meetings as a liaison to address local CJC needs;
 - ii. Receiving donations, monetary or otherwise; sending "Thank you" notes to contributors on behalf of the CJC (not Friends Board); writing grants for the CJC;
 - iii. CJC shall determine how monetary donations made directly to the local CJC are received, deposited, and tracked; Monies shall be maintained separately from county general fund accounts or otherwise clearly identified for the CJC;
- c. Examples of activities and/or expenses that must be paid for with non-State monies:
 - i. Contacting businesses or individuals, through any means, with the specific purpose of soliciting monetary or other donations; preparing and distributing fundraiser materials; gathering items from businesses or others for fundraising event;
 - ii. planning, organizing, preparing, helping, or otherwise facilitating fundraising event other than attending as the CJC liaison;
 - iii. doing any work of or for the local Friends Board including its finances, minutes, correspondence, billings, invoices, travel, etc.; promoting businesses who offer to contribute all or a portion of proceeds to local CJC;
 - iv. hosting fund raising events where the primary purpose is to solicit and/or raise funding, goods, or services for local CJC (rummage sales, bakesales, dinners, dances, galas, festivals, barbeques, contests, etc.);
 - v. costs of fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions.
- d. The CJC agrees that no state monies will be used to compensate CJC employees for unallowable activities as identified in the guidelines and will maintain documentation regarding what non-state funds were used for said activities.
- e. The CJC agrees that it will implement a specific plan to address costs of employees who engage in fundraising or work for private non-profit entities and provide a copy of the plan to the CJC Program upon request.

15. Acknowledgement

- a. CJC agrees to include the Attorney General's Office (AGO) logo and the following acknowledgement on printed and promotional materials, press releases, websites, and other digital media: "The (Name of CJC) is part of the CJC Program, administered by the Utah Attorney General's Office";
- b. In instances where the use of the written acknowledgment is restricted by space and/or format, the CJC will include the AGO logo.

16. Noncompliance

- a. The Program may take appropriate action including warnings, reduction of funding or termination of contract should there be noncompliance with any of the provisions of this contract.

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract 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 Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED
19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** See Attachment C for terms and conditions on Invoicing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

Written Confidential Information shall be clearly marked as "confidential." If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or

notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar

Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

TOOELE COUNTY CLERKS OFFICE

Sold-To: Address

47 S MAIN STRM 318, TOOELE, UT, 84074-2194, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Tooele County

(435) 843-3140

0012925730

Bill-To: Address

47 S MAIN STRM 318, TOOELE, UT, 84074-2194, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

Tooele County

(435) 843-3140

0012925730

tooeleclerk@tooeleco.gov

Ship-To: Address

47 S MAIN STRM 318, TOOELE, UT, 84074-2194, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Tracy Shaw

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWW	10lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APAXL	Cost Acctg Accounts Level (100)
1	APKG	SendPro 360 Shipping Feature
1	APSD	145/70 LPM Speed
1	AZBG	Black Graphics Upgrade
1	CAABL	Cost Accounting - 100 Accounts
1	F9PG	PowerGuard Service Package
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBB	MailCenter 2000
1	HVSP	MailCenter Shipping Bundle
1	M9SS	USPS Tracking Services

1	ME1C	Meter Equipment - Low
1	MW90007	Drop Stacker
1	MW92705	MailCenter 15in Display
1	PTJ1	SendPro Online-PitneyShip
1	PTJ4	Multicarrier Sending App w HW or Meter
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJD	SPO-PitneyShip Office
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	Meter Integration
1	PTKHV	PitneyShip MailCenter Integration
1	SJM2	SoftGuard - 2000
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)
1	SYFEEDTOL3	Data Feed for SP Auto/MailCenter

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 433.69	\$ 1,301.07

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- ☐ Tax Exempt Certificate Attached
- ☐ Tax Exempt Certificate Not Required
- ☒ Purchase Power® transaction fees included
- ☐ Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; AR3974
State/Entity's Contract#

Lessee Signature
Print Name
Title
Date
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Clarence Hunt
Clarence Drew Hunt
Sales Director
9/3/2026

Sales Information

Joseph Ruseski	joseph.ruseski@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

**TOOELE COUNTY
RESOLUTION 2026-27**

**A RESOLUTION APPROVING THE ISSUANCE OF TAX-EXEMPT
REVENUE BONDS NOT TO EXCEED \$1,100,000,000 BY THE PUBLIC
FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING CERTAIN
HEALTH CARE FACILITIES FOR THE BENEFIT OF QKA HEALTH
CORPORATION D/B/A HEALTHSIDE PARTNERS**

On Tuesday, September 15, 2026, on motion made by Council Member _____, duly seconded by Council Member _____ and carried, the following resolution (this “Resolution”) is adopted by the County Council (the “Council”) for Tooele County, Utah (the “County”).

WHEREAS, the Public Finance Authority (the “Authority”), a unit of government and a body corporate and politic of the State of Wisconsin, has been requested to issue its Health Care Facilities Revenue Bonds (QKA Health Corporation d/b/a Healthside Partners) Series 2026A (the “Bonds”) in an aggregate principal amount not to exceed \$1,100,000,000 and to lend the proceeds from the sale thereof to QKA Health Corporation d/b/a Healthside Partners (the “Borrower”), a Delaware nonprofit nonstock corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Borrower will use the proceeds from the sale of the Bonds to (a) finance (i) the acquisition of substantially all the assets of Quorum Health Corporation, a Delaware corporation, which consist of hospitals, other healthcare facilities and related assets, including land, buildings, medical equipment and furnishings, and related intangibles (collectively, the “Acquisition Assets”), including Mountain West Medical Center in Tooele, Utah (the “Utah Hospital”) and land in Stansbury Park, Utah (the “Utah Land”), (ii) the costs of upfitting and equipping an approximately 16,000 square foot leased building to be located in West Eugene, Oregon to be used as a satellite emergency department affiliated with the McKenzie-Willamette Medical Center (the “Oregon Emergency Department Project”) and an approximately 16,150 square foot leased building to be used as a freestanding emergency department affiliated with the Utah Hospital (the “Utah Emergency Department Project,” and together with the Oregon Emergency Department Project, the “Emergency Department Projects”) and (iii) routine capital expenditures at any of the Facilities set forth on Exhibit A to the TEFRA Notice described below (the “Facilities”), including but not limited to (1) additions and renovations to the Facilities and (2) the acquisition of medical, computer, office and capital equipment for use at the Facilities (the

“Routine Capital Expenditure Projects,” and collectively with the Acquisition Assets and the Emergency Department Projects, the “Project”); (b) fund one or more debt service reserve funds for the Bonds; and (c) pay, or reimburse the Borrower for paying, certain expenses incurred in connection with the issuance of the Bonds. The acquisition of the Utah Hospital and the Utah Land, the Routine Capital Expenditure Project at the Utah Hospital and the Utah Emergency Department Project are referred to collectively as the “Utah Projects”; and

WHEREAS, the Utah Projects will be located in the County, as more particularly described in the notice of public hearing published on September 2, 2026 in the Tooele Transcript Bulletin (the “TEFRA Notice”), a copy of which is attached hereto and incorporated herein; and

WHEREAS, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Code requires that an “applicable elected representative” of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing, which with respect to the Utah Projects is the Council; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), prior to the Authority issuing bonds to finance a capital improvement project, the financing of such project must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries such project is located, which with respect to the Utah Projects is the County; and

WHEREAS, the Borrower has requested that the Council approve the financing of the Utah Projects and the issuance of the Bonds in an amount not to exceed \$1,100,000,000 in order to satisfy the public approval requirement of Section 147(f) of the Code and approve the financing of the Utah Projects in order to satisfy the requirements of Section 4 of the Joint Exercise Agreement and Section 66.0304(11)(a) of the Wisconsin Statutes; and

WHEREAS, notice of such public hearing has been duly given as required by the Code, and the Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing of the Utah Projects and the Authority’s issuance of the Bonds to finance the Project; and

WHEREAS, [no interested persons came forward to speak and no public comments were received at such hearing] or [interested persons came forward to speak and public comments were received at such hearing];

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL, TOOELE COUNTY, UTAH:

Section 1. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Solely for the purposes of Section 147(f) of the Code, the Council hereby approves the financing of the Utah Projects and the financing of the Project through the issuance of the Bonds by the Authority in an amount not to exceed \$1,100,000,000. Additionally, it is the purpose and intent of the Council that this Resolution also constitute approval by the Council of the financing of the Utah Projects through the issuance of the Bonds by the Authority in accordance with Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement. The Council is the governing body of the political jurisdiction within whose boundaries the Utah Projects are located. In no event shall the County or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of the County or any political subdivision thereof.

Section 3. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the County Council of the County of Tooele, State of Utah.

TOOELE COUNTY COUNCIL:

APPROVED AS TO FORM:

JARED S. HAMNER
Council Chair

NATHAN HARRIS
Deputy Tooele County Attorney

Council Member Hamner voted _____
Council Member Hoffmann voted _____
Council Member Stromberg voted _____
Council Member Thomas voted _____
Council Member Wardle voted _____

STATE OF UTAH)

COUNTY OF TOOELE)

I, Tracy Shaw, County Clerk of the County of Tooele, State of Utah, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the County Council, by vote of the members present, as the same appears in the Official Minutes of said Council at its meeting on September 15, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the County of Tooele as of September 15, 2026.

TRACY D. SHAW, County Clerk

(SEAL)

NOTICE OF PUBLIC HEARING
BY THE COUNTY COUNCIL OF TOOELE COUNTY, UTAH
REGARDING THE FINANCING OF
HEALTH CARE FACILITIES WITH PROCEEDS OF
PUBLIC FINANCE AUTHORITY REVENUE BONDS

NOTICE IS HEREBY GIVEN that on Tuesday, September 15, 2026, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), will be held by the County Council of Tooele County, Utah (the “County”) with respect to the proposed issuance by the Public Finance Authority, a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended (the “Authority”), of its revenue bonds in one or more series (the “Bonds”). The hearing will commence at 6:00 p.m. or as soon thereafter as the matter can be heard and will be held in the Council Chambers, 47 South Main Street, Tooele, UT 84074.

The Bonds are expected to be issued by the Authority pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to QKA Health Corporation d/b/a Healthside Partners (the “Borrower”), a Delaware nonprofit nonstock corporation that is an organization described in Code Section 501(c)(3). The Bonds will be qualified 501(c)(3) bonds as defined in Code Section 145. The maximum stated principal amount of Bonds to be issued is \$1,100,000,000.

The Borrower will use the proceeds from the sale of the Bonds to (a) finance (i) the acquisition of substantially all the assets of Quorum Health Corporation, a Delaware corporation, which consist of hospitals, other healthcare facilities and related assets, including land, buildings, medical equipment and furnishings, and related intangibles (collectively, the “Acquisition Assets”), including Mountain West Medical Center in Tooele, Utah (the “Utah Hospital”) and land in Stansbury Park, Utah (the “Utah Land”), (ii) the costs of upfitting and equipping an approximately 16,000 square foot leased building to be located in West Eugene, Oregon to be used as a satellite emergency department affiliated with the McKenzie-Willamette Medical Center (the “Oregon Emergency Department Project”) and an approximately 16,150 square foot leased building to be used as a freestanding emergency department affiliated with the Utah Hospital (the “Utah Emergency Department Project,” and together with the Oregon Emergency Department Project, the “Emergency Department Projects”) and (iii) routine capital expenditures at any of the Facilities set forth on Exhibit A (the “Facilities”), including but not limited to (1) additions and renovations to the Facilities and (2) the acquisition of medical, computer, office and capital equipment for use at the Facilities (the “Routine Capital Expenditure Projects,” and collectively with the Acquisition Assets and the Emergency Department Projects, the “Project”); (b) fund one or more debt service reserve funds for the Bonds; and (c) pay, or reimburse the Borrower for paying, certain expenses incurred in connection with the issuance of the Bonds. The acquisition of the Utah Hospital and the Utah Land, the Routine Capital Expenditure Project at the Utah Hospital and the Utah Emergency Department Project are referred to collectively as the “Utah Projects.”

The Project will be initially owned by the Borrower, including through wholly-owned limited liability companies that are disregarded for federal tax purposes. The locations of the Project and the maximum stated principal amount of Bonds related to each location are listed on Exhibit A attached to this notice.

The Bonds will be special limited obligations of the Authority payable solely from the loan repayments to be made by the Borrower to the Authority, and certain funds and accounts established by the documents for the Bonds. The Bonds will not be an obligation or debt of the County.

All interested persons are invited to attend the public hearing and express their views on the issuance of the Bonds and the nature and locations of the Utah Projects. Written comments may also be submitted to the County anytime up until the start of the meeting by sending an email to publicinput@tooeleco.org.

Dated: September 2, 2026

Exhibit A

Utah Projects

Facility and Address(es)	Maximum Stated Principal Amount of Bonds	
	Acquisition Assets	Routine Capital Expenditure Projects
Mountain West Medical Center 2055 North Main Street, Tooele, UT 84074, Tooele County	\$335,000,000	\$2,000,000
Stansbury Park Land 6550 North Gateway Drive, Stansbury Park, UT 84074, Tooele County	\$10,000,000	
Mountain West Medical Center Freestanding Emergency Department 6550 North Gateway Drive, Stansbury Park, UT 84074, Tooele County		\$22,000,000

Other Acquisition Assets and Routine Capital Expenditure Projects

Facility and Address(es)	Maximum Stated Principal Amount of Bonds	
	Acquisition Assets	Routine Capital Expenditure Projects
Big Bend Regional Medical Center 2600 Highway 118 North, Alpine, TX 79830, Brewster County	\$55,000,000	\$2,000,000
Evanston Regional Hospital 190 Arrowhead Drive, Evanston, WY 82930, Uinta County	\$45,000,000	\$2,000,000
Lyman Medical Office Building 107 North Main Street, Lyman, WY 82937, Uinta County	\$5,000,000	
Mountain View Medical Office Building 531 Parkway Drive, Mountain View, WY 82939, Uinta County	\$5,000,000	
Evanston Residential Land West Side of Constitution Avenue just north of Freedom Drive, Evanston, WY, Uinta County	\$5,000,000	

Forrest City Medical Center 1601 New Castle Road, Forrest City, AR 72335, St. Francis County	\$75,000,000	\$2,000,000
Forrest City Medical Office Buildings and Land 902 Holiday Drive, Forrest City, AR 72335, St. Francis County 904 Holiday Drive, Forrest City, AR 72335, St. Francis County	\$10,000,000	
Kentucky River Medical Center 540 Jett Drive, Jackson, KY 41339, Breathitt County	\$120,000,000	\$2,000,000
McKenzie-Willamette Medical Center 1460 G Street, Springfield, OR 97477, Lane County 1465 G Street, Springfield, OR 97477, Lane County	\$155,000,000	\$2,000,000
Mesa View Regional Hospital 1299-1301 Bertha Howe Avenue, Mesquite, NV 89027, Clark County	\$60,000,000	\$2,000,000
Mimbres Valley Medical Center Hospital 900 West Ash Street, Deming, NM 88030, Luna County	\$195,000,000	\$2,000,000
Mimbres Valley Medical Center Medical Office Building 905 South 8th Street, Deming, NM 88030, Luna County	\$10,000,000	
Odessa Regional Medical Center 515 Adams Avenue, Odessa, TX, 79761, Ector County 520 East 6th Street, Odessa, TX 79761, Ector County 0 North Tom Green Avenue, Odessa, TX 79761, Ector County 516 East 5th Street, Odessa, TX 79761, Ector County 503 East 4th Street, Odessa, TX 79761, Ector County 511 East 4th Street, Odessa, TX 79761, Ector County 518 East 5th Street, Odessa, TX 79761, Ector County 401 North Muskingum Avenue, Odessa, TX 79761, Ector County	\$30,000,000	\$2,000,000
Three Rivers Medical Center 2485 Highway 644, Louisa, KY 41230, Lawrence County 2483 Highway 644, Louisa, KY 41230, Lawrence County	\$65,000,000	\$2,000,000
Corporate Headquarters 1573 Mallory Lane, Suite 100, Brentwood, TN 37027, Williamson County	\$15,000,000	

Other Emergency Department Project

Facility and Address	Maximum Stated Principal Amount of Bonds
McKenzie-Willamette Medical Center Satellite Emergency Department An approximately 91,000 square foot site bordered by West 7th Avenue, Grant Street and West 6th Avenue, West Eugene, OR 97402, Lane County	\$22,000,000

DRAFT

Dispatch Service Agreement Tooele County – Ambulance Services of Tooele, LLC. DbA Mountain West Ambulance

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2026, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Ambulance Services of Tooele, LLC. DbA Mountain West Ambulance, (hereinafter referred to as "Service").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Ambulance Services of Tooele, LLC. DbA Mountain West Ambulance.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH FEES: The County agrees to provide to the Service the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the Service 24 hours a day 7 days a week. Handle outbound telephone calls when appropriate.
- b. Conduct status checks every 10 minutes after arrival on scene.
- c. Notify Service Director when requested by the Incident Commander.
- d. Provide Spillman Flex interface system technology analyst support.
- e. Maintain operation of the Fire and EMS paging system.
- f. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- g. Conduct monthly area wide communication meetings.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2026, through June 30, 2027, the Service agrees to pay the County the sum of \$115,698.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. If payments are not made when due, they shall accrue interest at the rate of 1.5% per month until paid. The basis and method of computation of said amount is attached hereto as Exhibit "A" which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the Service for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the Service by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to the Service no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2026, and shall terminate on June 30, 2027, unless terminated sooner according to the terms and conditions of this agreement.

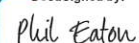
7. INADEQUATE SERVICE: If the Service determines that it has received inadequate dispatch services under this agreement, the Chief Administrator shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the Service within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Council for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2026, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for the negligent acts of their own representatives or employees and shall hold the other party harmless from claims made as a result of work performed by reason of this agreement.

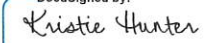
DATED this 1st day of July 2026

**AMBULANCE SERVICES OF TOOEE LLC.
DBA MOUNTAIN WEST AMBULANCE**

DocuSigned by:

91AEBF23A8AA4E8
Phil Eaton, CEO

8/19/2026
Date

ATTEST:

DocuSigned by:

A5B864E014D3495...
Kristie Hunter

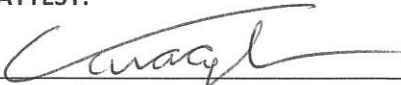
8/19/2026
Date

TOOELE COUNTY


Andy Welch, County Manager
Tooele County Council

8/25/26
Date

ATTEST:


Tracy Shaw
Tooele County Clerk

8/25/26
Date

APPROVED AS TO FORM:


Nathan Harris
Deputy Tooele County Attorney

8/25/26
Date

Dispatch Service Agreement Tooele County – Erda City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2026, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Erda City, (hereinafter referred to as "City").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Erda City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH FEES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Ensure officer safety by adequate security checks of on-duty officers.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide fire dispatch services.
- e. Provide Spillman Flex interface system technology analyst support.
- f. Conduct monthly area wide communication meetings.
- g. Run Utah Criminal Justice Information System database checks.
- h. Provide clearing house for NCIC entries including modifications and clears.
- i. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2026, through June 30, 2027, the City agrees to pay the County the sum of \$37,963.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. If payments are not made when due, they shall accrue interest at the rate of 1.5% per month until paid. The basis and method of computation of said amount is attached hereto as Tooele County Dispatch Fee Allocation in Exhibit "A" which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

8/25/24
Date