

AGREEMENT BETWEEN THE TOWN OF APPLE VALLEY AND  
WASHINGTON COUNTY

THIS AGREEMENT is entered into this 27<sup>TH</sup> day of January 2022 between Washington County, hereinafter referred to as COUNTY, and The TOWN of APPLE VALLEY, hereinafter referred to as APPLE VALLEY.

RECITALS

WHEREAS, APPLE VALLEY is in need of additional patrol services from the Washington County Sheriff's Office; and

WHEREAS, the Washington County Sheriff's Office (COUNTY) is able to provide the additional patrol services APPLE VALLEY needs.

THEREFORE, it is hereby agreed as follows:

1. APPLE VALLEY shall pay the COUNTY the amount not to exceed \$15,000 (@\$45 per hour) for an average of 6 hours per week patrolled by Washington County Deputy Sheriffs in APPLE VALLEY up to a total of 333 hours per year.
2. COUNTY shall not charge APPLE VALLEY for vehicle maintenance, supervision or clerical overhead related to the patrol hours provided by the Washington County Sheriff's Office, nor shall it charge APPLE VALLEY for town council representation. COUNTY shall bill APPLE VALLEY quarterly for its services and APPLE VALLEY shall pay COUNTY within ten (10) days of the date of COUNTY'S invoice.
3. The Washington County Sheriff's Office shall initially deploy additional patrol in APPLE VALLEY in 1 minute to 1.5 hour segments once a day, varying the times of the patrol, working towards a target of the average of 6 hours per week. The Washington County Sheriff's Office will adjust patrol hours per week based on patrol needs of the community.
4. The Washington County Sheriff's Office shall provide weekly reports of activity in APPLE VALLEY and shall be available at town council meetings when requested to respond to questions and concerns. As the program develops, the Washington County Sheriff's Office shall focus the patrol schedule on town specific concerns.
5. Authorization. Each individual executing this Agreement does represent and warrant to each other so signing that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
6. Utah Law to govern. This Agreement has been drawn and executed in the State of Utah. All questions concerning the meaning and intention of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah.
7. Binding on successors in interest. This Agreement shall bind the parties hereto

and their successors and heirs.

8. Agreement Not Assignable. It is hereby agreed by the parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

9. Recitals. The Recitals contained in this Agreement are incorporated into the Agreement.

10. Integration. All agreements heretofore made in the negotiation and preparation of this Agreement between the parties hereto are superseded by and merged into this Agreement, no statement or representation not embodied herein shall have any binding effect upon the parties hereto and there shall be no amendments hereto except those in writing signed by the parties hereto.

11. Time is of the essence. Time is of the essence with regard to this Agreement as to each covenant, term, condition, representation, warranty and provision hereof.

12. Paragraph headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this Agreement.

13. Partial validity. If any portion of this Agreement shall be held invalid or inoperative, then insofar as is reasonable and possible:

- a. The remainder of this Agreement shall be considered valid and operative;
- and,
- b. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

14. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement. Any waiver shall be in writing and signed by the waiving party.

15. Necessary Acts and Cooperation. The parties hereby agree to do any act and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Default. Except as specifically provided for herein, a default by any party in an obligation set forth herein shall not result in, or be the basis for, the termination or rescission of this Agreement.

18. Termination. Either party may terminate this Agreement immediately for cause, or may terminate this Agreement without cause by delivering, in writing, a thirty (30) day notice of termination.

WASHINGTON COUNTY

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Victor Iverson, Chair  
Washington County Commission

Date:

ATTEST

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Nate Brooksby  
Washington County Sheriff

Date:

Town of Apple Valley

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Dina Mason Walters  
Town of Apple Valley Mayor

Date:

ATTEST

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Jenna Vizcardo  
Apple Valley Recorder

Date: