

## Dispatch Service Agreement Tooele County – Utah Department of Corrections

1. **CONTRACTING PARTIES:** This agreement made and executed the 1<sup>st</sup> day of January 2017, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Utah Department of Corrections, (hereinafter referred to as "UDC").

2. **PURPOSE:** This agreement is for the purpose of Tooele County providing radio dispatch services to Utah Department of Corrections.

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 UDC 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 UDC 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Run Utah Criminal Justice Information System database checks.
- c. Ensure officer safety by adequate security checks of on-duty officers.
- d. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- e. Conduct monthly area wide communication meetings.
- f. Provide clearing house for NCIC entries including modifications and clears.
- g. Oversee county-wide wrecker rotation.

4. **CONSIDERATION:** In consideration of the County providing the dispatch services specified herein from January 1, 2017 through December 31, 2017, the UDC agrees to pay the County the sum of \$10,924.00. A payment of \$2,731.00 shall be paid to Tooele County on a quarterly basis. Said payments shall be made within fifteen (15) days following receipt of an invoice from Tooele County for the previous quarter. 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 to UDC for dispatch service under this contract.

5. **BUDGET NOTICE:** The County agrees to notify UDC by October 31<sup>st</sup> of each year of the upcoming year's Dispatch fee predications. The County agrees to provide the final Dispatch numbers to UDC by January 31<sup>st</sup> of each year.

6. **CONTRACT TERM:** This agreement shall take effect on January 1, 2017 and shall terminate on December 31, 2017, unless terminated sooner according to the terms and conditions of this agreement.


7. **INADEQUATE SERVICE:** If the UDC 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 UDC 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 Commission 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.


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 January 1, 2017


**UTAH DEPARTMENT OF CORRECTIONS**

  
James Hudspeth, Director,  
Division of Adult Probation and Parole

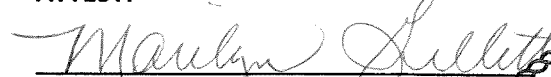
**TOOELE COUNTY**

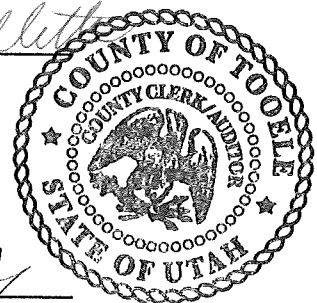
  
Wade B. Bitner, Chairman  
Tooele County Commission

**ATTEST:**


  
Becky McDonald  
Contract Analyst

**ATTEST:**

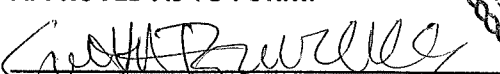
  
Marilyn Gillette  
Tooele County Clerk/Auditor



**APPROVED AS TO FORM:**

  
Matthew Anderson  
Assistant Attorney General

**APPROVED AS TO FORM:**

  
Scott Broadhead  
Tooele County Attorney

State Finance/Date

**UDC ACCOUNTING INFORMATION**

Fund	Dept	Unit	Approp	Object	Vendor Number	Commodity
1000	410	2353	MBB	6137	22722C	92518

## EXHIBIT A

### EXHIBIT A TOOELE COUNTY DISPATCH FEE ALLOCATION 2016 FEE ASSESSMENTS

Incident Numbers with Traffic Stops

CITY/COUNTY	POPULATION (2014 Census)	BASE FEE	2013	2014	2015	3 YEAR AVERAGE	2016 USAGE FEE	2016 TOTAL
			Incident Numbers and Traffic Stops Totals	Incident Numbers and Traffic Stops Totals	Incident Numbers and Traffic Stops Totals			
Granville City	9,848	\$13,971	8,129	8,112	6,867	7,703	\$103,107	\$116,156
Opie FD	48	\$0	0	3	3	2	\$27	\$95
Rush Valley Town	468	\$605	105	125	97	110	\$1,458	\$2,152
Jackson	635	\$900	1,955	870	762	897	\$12,326	\$13,934
Tooele City	32,573	\$46,257	19,714	20,557	20,040	20,110	\$272,013	\$316,230
Tooele County	16,322	\$23,256	14,632	17,022	12,932	14,758	\$172,152	\$202,435
Vernon	264	\$375	45	57	56	54	\$736	\$1,101
Wendover	1,397	\$1,965	2,031	1,495	1,495	1,792	\$24,239	\$26,223
N. TOOELE FIRE DIST			657	919	810	872	\$11,795	\$11,795
GRANVILLE FIRE						0	\$0	\$0
UTAH HIGHWAY FTL			10,303	9,071	8,192	9,255	\$125,166	\$125,166
BIA (Skull Valley)						0	\$0	\$0
AP&P						0	\$0	\$0
BIA (bispah)						0	\$0	\$0
BLM						0	\$0	\$0
MOUNTAIN WEST AMB			1,671	3,631	4,111	3,632	\$92,643	\$92,643
WENDOVER AMBULANCE			253	294	263	270	\$3,652	\$3,652
	61,593	87,376	61,051	57,764	55,249	58,205	\$767,250	\$874,755

\$11,52605

Option 1

2016 BUDGET	1,202,055	Estimated Contracts-\$3,462 Per FTE
Less: E911 Funds	300,990	BIA (Skull Valley)
Less: Contracts	27,310	AP&P
Net Budget Amount	874,755	BIA (bispah)
Less: Base Amount	62,476	BLM
Allocated Amount	737,250	
3 YEAR AVE	11,52605	