

Dispatch Service Agreement Tooele County – Ambulance Services of Tooele, LLC

1. CONTRACTING PARTIES: This agreement is made and executed 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.

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

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

3. DISPATCH FEES: The County agrees to provide to Ambulance Services of Tooele, LLC 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 Ambulance Services of Tooele, LLC 24 hours a day 7 days a week. Handle outbound telephone calls for ambulance staff when appropriate.
- b. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- c. Conduct monthly area wide communication meetings.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2015 through June 30, 2016, Ambulance Services of Tooele, LLC agrees to pay the County the sum of \$40,900.00. 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 Ambulance Services of Tooele, LLC for dispatch services under this agreement. If the County increases the dispatch fee, it shall give Ambulance Services of Tooele, LLC written notice of said increase and the amount thereof on or before the fifteenth (15th) day of February of the year the increase is to take effect. Ambulance Services of Tooele, LLC shall, on or before the fifteenth (15th) day of March of the same year, indicate, in writing its acceptance or rejection of the increased fee. If the increase is rejected, this agreement shall continue in effect at the rate of compensation last agreed upon by the parties until the fifteenth (15th) day of April, at which time this agreement shall automatically terminate.

5. BUDGET REVIEW COMMITTEE: The parties hereto agree to the creation of the Dispatch Budget Review Committee which shall be comprised of the Sheriff, the County Auditor, and one designee from each municipality that pays for dispatch services pursuant to the agreement with Tooele County. The chairman of this committee shall be the Tooele County Sheriff. The Sheriff shall schedule

and call a meeting of this committee during the month of October of each year. The committee shall review existing and proposed dispatch budgets and provide timely information and projections to municipalities to enable said municipalities to budget for increased dispatch fees which may vary from year to year.

6. CONTRACT TERM: This agreement shall take effect on the last date executed by the parties and shall terminate on June 30, 2016, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If Ambulance Services of Tooele, LLC 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 Ambulance Services of Tooele, LLC 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, provided the non-breaching party gives written notice to the breaching party to remedy said default and the default is not cured within thirty (30) days after receipt of said notice. This agreement may be terminated by either party for any reason upon ninety (90) days written notice. If the services provided by Ambulance Services of Tooele, LLC are reduced, subsumed or displaced by another provider of ambulance services to Tooele County, Ambulance Services of Tooele, LLC has the right of immediate renegotiation or termination.

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.

AMBULANCE SERVICES OF TOOEELE, LLC

Phil Eaton
Phil Eaton, CEO

Date: 7/5/15

ATTEST:

Brooke Hill

APPROVED AS TO FORM:

TOOELE COUNTY

Wade B. Bitner
Wade B. Bitner, Chairman
Tooele County Commission
Date:

ATTEST:

Marilyn H. Gillette
Marilyn Gillette
Tooele County Clerk/Auditor

APPROVED AS TO FORM:

Scott Broadhead
Scott Broadhead
Tooele County Attorney

