

Dispatch Service Agreement Tooele County – Wendover City

1. CONTRACTING PARTIES: This agreement made and executed the 1st 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 Wendover City, (hereinafter referred to as "City").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Wendover 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. 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 June 30, 2017, the City agrees to pay the County the sum of \$13,111.50. 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. .

5. CONTRACT TERM: This agreement shall take effect on January 1, 2017 and shall terminate on June 30, 2017, unless terminated sooner according to the terms and conditions of this agreement.

6. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report,

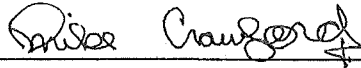
together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Commission for review.

7. 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.

8. 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.

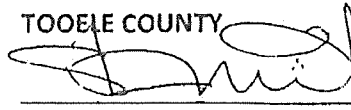
DATED this 1st day of January, 2017

WENDOVER CITY



Mike Crawford, Mayor

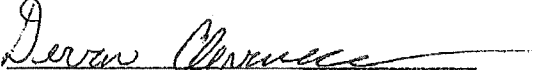
TOOELE COUNTY



Wade B. Bitner, Chairman
Tooele County Commission

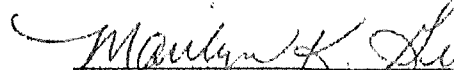
Sharon Milne

ATTEST:

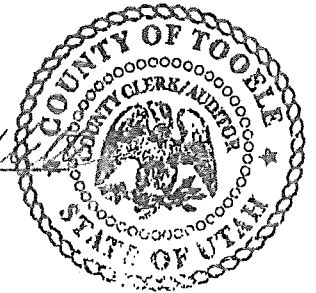


Devan Clevenger, Recorder

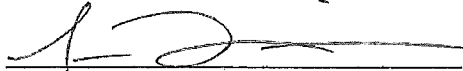
ATTEST:



Marilyn Gillette
Tooele County Clerk/Auditor

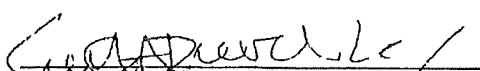


APPROVED AS TO FORM:



Joel Linares, City Attorney

APPROVED AS TO FORM:



Scott Broadhead
Tooele County Attorney

EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
2016 FEE ASSESSMENTS

Option 1

Incident Numbers with Traffic Stops

CITY/COUNTY	POPULATION (2014 Census)	BASE FEE	2013 Incident Numbers and Traffic Stops Totals	2014 Incident Numbers and Traffic Stops Totals	2015 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	2016 USAGE FEE	2016 TOTAL
Grantsville City	9,838	\$13,971	8,129	8,112	6,867	7,703	\$104,187	\$118,158
Ophir FD	48	\$68	0	3	3	2	\$27	\$95
Rush Valley Town	468	\$655	105	128	97	110	\$1,488	\$2,152
Stockton	638	\$906	1,058	870	762	897	\$12,128	\$13,034
Tooele City	32,573	\$46,257	19,734	20,557	20,040	20,110	\$272,013	\$318,270
Tooele County	16,372	\$23,250	14,882	12,029	12,832	13,248	\$179,189	\$202,439
Vernon	264	\$375	48	57	56	54	\$726	\$1,101
Wendover	1,397	\$1,984	2,031	1,850	1,495	1,792	\$24,239	\$26,223
N. TOOELE FIRE DIST			867	919	830	872	\$11,795	\$11,795
GRANTSVILLE FIRE						0	\$0	\$0
UTAH HIGHWAY PTL			10,303	9,071	8,392	9,255	\$125,188	\$125,188
BIA (Skull Valley)						0	\$0	\$0
AP&P						0	\$0	\$0
BIA (Wepah)						0	\$0	\$0
BLM						0	\$0	\$0
MOUNTAIN WEST AMB			3,671	3,694	4,111	3,892	\$52,643	\$52,643
WENDOVER AMBULANCE			253	294	264	270	\$9,657	\$3,657
	61,598	87,476	61,031	57,784	55,749	58,205	\$787,280	\$874,755
							\$13,52605	

2016 BUDGET 1,202,065
 Less: E911 Funds 300,000
 Less: Contracts 27,310
 Net Budget Amount 874,755
 Less: Base Amount 87,476
 allocated amount 787,280
 3 YEAR AVE 58,205
 13.52605