## Dispatch Service Agreement Tooele County – Grantsville City

- 1. <u>CONTRACTING PARTIES:</u> This agreement made and executed the 1st day of July, 2017, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Grantsville City, (hereinafter referred to as "City").
- 2. <u>PURPOSE:</u> This agreement is for the purpose of Tooele County providing radio dispatch services to Grantsville City.

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

- 3. <u>DISPATCH FEES:</u> 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. <u>CONSIDERATION</u>: In consideration of the County providing the dispatch services specified herein from July 1, 2017 through June 30, 2018, the City agrees to pay the County the sum of \$118,161.00. 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. <u>BUDGET NOTICE</u>: The County agrees to notify the City 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 the City by January 31<sup>st</sup> of each year.

- 6. <u>CONTRACT TERM</u>: This agreement shall take effect on July 1, 2017 and shall terminate on June 30, 2018, unless terminated sooner according to the terms and conditions of this agreement.
- 7. <u>INADEQUATE SERVICE:</u> 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.
- 8. <u>TERMINATION</u>: 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. <u>LIABILITY:</u> 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

**GRANTSVILLE CITY** 

Brent Marshall, Mayor

**TOOELE COUNTY** 

Wade B. Bitner, Chairman Tooele County Commission

ATTEST:

Christine Webb, 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
2017 FEE ASSESSMENTS

		WENDOVER AMBULANCE	MOUNTAIN WEST AMB	BLM	BIA (Ibapah)	AP&P	BIA (Skull Valley)	UTAH HIGHWAY PTL	GRANTSVILLE FIRE	N. TOOELE FIRE DIST	Wendover	Vernon	Tooele County	Tooele City	Stockton	Rush Valley Town	Ophir FD	Grantsville City	CITY/COUNTY (2014 C				incident Numbers with Hattic Stops
	61,598										1,397	264	16,372	32,573	638	488	48	9,838	(2014 Census)				
	88,895										\$2,016	\$381	\$23,627	\$47,008	\$921	\$675	\$69	\$14,198	BASE FEE				
	57,784	294	3,894					9,071		919	1,850	57	12,029	20,557	870	128	3	8,112	and Traffic and Traffic Stops Totals	Numbers	Incident	2014	
	55,749	264	4,111					8,392		830	1,495	56	12,832	20,040	762	97	3	6,867		Numbers	Incident	2015	
	56,046	310	4,478					6,931		898	2,461	37	13,159	19,949	687	77	2	7,057	and Traffic Stops Totals	Numbers	Incident	2016	
	56,526	289	4,161	0	0	0	0	8,131	0	882	1,935	50	12,673	20,182	773	101	3	7,345	3 YEAR AVERAGE				
\$14.15370	\$800,057	\$4,095	\$58,894	\$0	\$0	SO	SO	\$115,088	\$0	\$12,488	\$27,392	\$708	\$179,375	\$285,650	\$10,941	\$1,425	\$38	\$103,964	2017 USAGE FEE				
	\$888,952	\$4,095	\$58,894				ŝo	\$115,088	90	\$12,488	\$29,408	\$1,089	\$203,002	\$332,658	\$11,862	\$		\$118,161	2017 USAGE FEE 2017 TOTAL				

3 YEAR AVE	allocated amount	Less: Base Amount	Net Budget Amount	Less: Contracts	Less: E911 Funds	2017 BUDGET	
56,526	800,057	268,88	888,952	27,310	300,000	1,216,262	

	RAVE	sted amount	Base Amount	ludget Amount	Contracts	E911 Funds	BUDGET	
14.15370	56,526	800,057	268,88	888,952	27,310	300,000	1,216,262	

BLM	BIA (Ibapah)	AP&P	BIA (Skull Valley)	Estimated Contracts-\$5,462 Per FTI	
5462	5462	10924	5462	\$5,462 Per FTE	

27310