

Dispatch Service Agreement Tooele County – Utah Department of Corrections

1. **CONTRACTING PARTIES:** This agreement made and executed the 1st day of January 2018, 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, 2018 through December 31, 2018, 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 services under this contract.

5. **BUDGET NOTICE:** The County agrees to notify UDC by November 30th of each year of the upcoming year's Dispatch fee predications. The County agrees to provide the final Dispatch numbers to UDC by January 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on January 1, 2018 and shall terminate on December 31, 2018, 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, 2018

UTAH DEPARTMENT OF CORRECTIONS




James Hudspeth, Director, Division of Adult Probation and Parole

TOOELE COUNTY



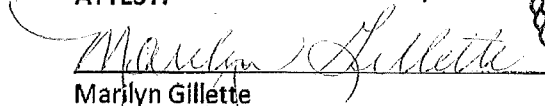
Wade B. Bitner, Chairman
Tooele County Commission

ATTEST:

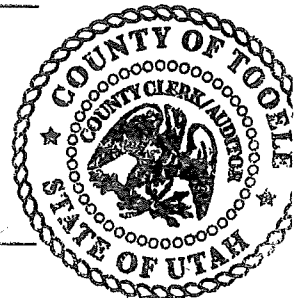


Ashley Lytton
Financial Analyst UDC

ATTEST:



Marilyn Gillette
Tooele County Clerk/Auditor

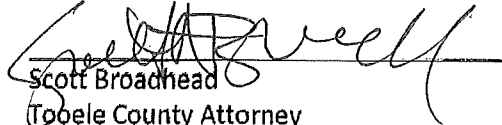


APPROVED AS TO FORM:



Matthew Anderson
Assistant Attorney General UDC

APPROVED AS TO FORM:



Scott Broadhead
Tooele County Attorney

EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
2018 FEE ASSESSMENTS

Incident Numbers with Traffic Stops

Agency	Population (2016)	BASE FEE	2015 Incident Numbers and Traffic Stops Totals	2016 Incident Numbers and Traffic Stops Totals	2017 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	2018 USAGE FEE	2018 TOTAL
Grantsville PD	10,459	\$15,266	6,867	7,057	7,812	7,245	\$109,136	\$124,402
Stockton PD	647	\$944	762	687	1,008	819	\$12,337	\$13,281
Tooele PD	33,762	\$49,279	20,040	19,949	17,931	19,307	\$290,814	\$340,094
Tooele County S.O.	18,209	\$26,578	12,832	13,159	14,142	13,378	\$201,506	\$228,084
Fire Warden			134	109	139	127	\$1,918	\$1,918
Ibapah FD			1	3	6	3	\$50	\$50
Ophir FD	55	\$80	3	2	1	2	\$30	\$110
Terra FD			54	41	67	54	\$813	\$813
Wendover PD	1,407	\$2,054	1,495	2,461	2,164	2,040	\$30,728	\$32,782
Utah Highway Patrol			8,392	6,931	7,810	7,711	\$116,150	\$116,150
AP&P						0	\$0	\$0
BIA (Ibapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
North Tooele FD			830	898	964	897	\$13,516	\$13,516
Mountain West Ambulance			4,111	4,478	4,636	4,408	\$66,402	\$66,402
Wendover Ambulance			264	310	305	293	\$4,413	\$4,413
	64,539	94,202	55,785	56,085	56,985	56,285	\$847,815	\$942,017

\$15.06290

2018 BUDGET	1,344,327	Estimated Contracts-\$5,462 Per FTE	
Less: E911 Funds	375,000	AP&P	10924 1
Less: Contracts	27,310	BIA (Ibapah)	5462 2
Net Budget		BIA (Skull Valley)	5462 1
Amount	942,017	BLM	5462 1
Less: Base			
Amount	94,202		27310
allocated amount	847,815		
3 YEAR AVE	56,285		
	15.06290		