

## Dispatch Service Agreement Tooele County – Tooele City

1. CONTRACTING PARTIES: 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 Tooele City, (hereinafter referred to as "City").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Tooele City.

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

3. DISPATCH SERVICES: 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 July 1, 2017 through June 30, 2018, the City agrees to pay the County the sum of \$332,658.00. 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. 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 the City for dispatch services under this agreement.

5. BUDGET NOTICE: 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 fee numbers to the City by January 31<sup>st</sup> of each year for dispatch services beginning July 1 of that year.

6. CONTRACT TERM: 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. 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.

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, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

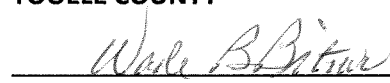
10. WAIVER OF JURY TRIAL: The Parties waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1<sup>st</sup> day of July, 2017

TOOOELE CITY

  
Debra E. Winn, Mayor


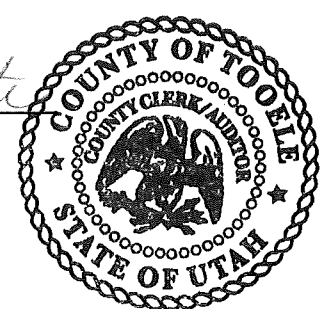
TOOOELE COUNTY

  
Wade B. Bitner, Chairman  
Tooele County Commission


ATTEST:

  
Michelle Pitt, City Recorder  



ATTEST:

  
Marilyn Gillette  
Tooele County Clerk/Auditor  


APPROVED AS TO FORM:

  
Roger Baker, City Attorney

APPROVED AS TO FORM:

  
Scott Broadhead  
Tooele County Attorney