

Dispatch Service Agreement Tooele County – Bureau of Indian Affairs

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July, 2018, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and the Bureau of Indian Affairs for Iapah Indian Reservation (hereinafter referred to as "Bureau").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to the Bureau of Indian Affairs for Iapah Indian Reservation.

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 Bureau 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 Bureau 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, 2018 through June 30, 2019, the Bureau agrees to pay the County the sum of \$5,462.00. 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 the Bureau for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by November 31st of each year of the upcoming year's Dispatch fee predictions. The County agrees to provide the final Dispatch numbers to the City by January 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2018 and shall terminate on June 30, 2019, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the Bureau 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 Bureau 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 July, 2018

BUREAU OF INDIAN AFFAIRS

Chief Thomas Smart
BIA/OJS Eastern Nevada Agency

ATTEST:

APPROVED AS TO FORM:

TOOELE COUNTY

Wade B. Bitner

Wade B. Bitner, Chairman
Tooele County Commission

ATTEST:

Marilyn Gillette

Marilyn Gillette
Tooele County Clerk/Auditor

APPROVED AS TO FORM:

Scott Broadhead

Scott Broadhead
Tooele County Attorney

