

Dispatch Service Agreement Tooele County – Wendover Ambulance Service

1. **CONTRACTING PARTIES:** This agreement made and executed the 1st day of July, 2015, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Wendover Ambulance Service, (hereinafter referred to as "Service").

2. **PURPOSE:** This agreement is for the purpose of Tooele County providing radio dispatch services to Wendover Ambulance Service.

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 Service 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 Service 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, 2015 through June 30, 2016, the Service agrees to pay the County the sum of \$3,079.00. 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 Service for dispatch services under this agreement. If the County increases the dispatch fee, it shall give the Service written notice of said increase in the amount thereof on or before the fifteenth (15th) day of February of the year the increase is to take effect. The Service shall on or before the fifteenth (15th) day of March of the same year, indicate, in writing, its acceptance or rejection of the increased fee. If the increase is rejected, this agreement shall continue in effect at the rate of compensation last agreed upon by the parties until the fifteenth (15th) day of April, at which time this agreement shall automatically terminate.

5. BUDGET REVIEW COMMITTEE: The parties hereto agree to the creation of the Dispatch Budget Review Committee which shall be comprised of the Sheriff, the County Auditor, and one designee from each municipality that pays for dispatch services pursuant to the agreement with Tooele County. The chairman of this committee shall be the Tooele County Sheriff. The Sheriff shall schedule and call a meeting of this committee during the month of October of each year. The committee shall review existing and proposed dispatch budgets and provide timely information and projections to municipalities to enable said municipalities to budget for increased dispatch fees which may vary from year to year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2015 and shall terminate on June 30, 2016, unless terminated sooner according to the terms and conditions of this agreement.

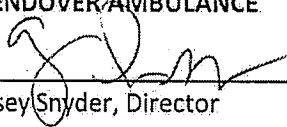
7. INADEQUATE SERVICE: If the Service determines that it has received inadequate dispatch services under this agreement, the Chief Administrator shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the Service within fifteen (15) days, the 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, 2015.

WENDOVER AMBULANCE

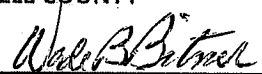

Casey Snyder, Director

ATTEST:

Keith Cunningham, Assistant Director

APPROVED AS TO FORM:

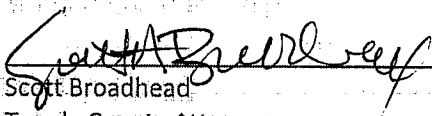
TOOELE COUNTY


Wade B. Bitner, Chairman
Tooele County Commission

ATTEST:


Marilyn Gillette
Tooele County Clerk/Auditor

APPROVED AS TO FORM:


Scott Broadhead
Tooele County Attorney

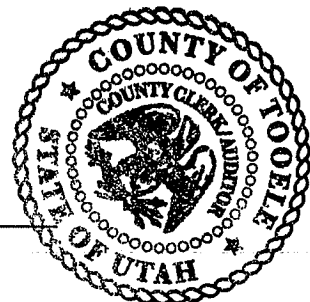


EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
FY 2015 FEE ASSESSMENTS

CITY/COUNTY	POPULATION (2014 Census)	BASE FEE	2012		2013		2014		FY 2015 USAGE FEE	FY 2015 TOTAL
			Incident Numbers and Traffic Stops Totals	Incident Numbers and Traffic Stops Totals	Incident Numbers and Traffic Stops Totals	Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE			
Grantsville City	9,838	\$11,448	6,947	8,128	8,111	7,729	\$83,691	\$95,139		
Ophir	48	\$56				0	\$0	\$56		
Rush Valley Town	468	\$545					\$0	\$545		
Stockton	638	\$742	900	1,075	881	952	\$10,309	\$11,051		
Tooele City	32,573	\$37,902	19,850	19,734	20,556	20,047	\$217,079	\$254,981		
Tooele County	16,372	\$19,051	16,132	14,882	12,028	14,347	\$155,363	\$174,413		
Vernon	264	\$307				0	\$0	\$307		
Wendover	1,397	\$1,626	2,422	2,031	1,850	2,101	\$22,751	\$24,377		
N. TOOELE FIRE DIST			915	867	919	900	\$9,749	\$9,749		
UTAH HIGHWAY PTL			8,346	10,681	9,276	9,434	\$102,161	\$102,161		
A.P.&P.						0	\$0	\$0		
B.I.A.						0	\$0	\$0		
IBAPAH GOSHUTES						0	\$0	\$0		
MOUNTAIN WEST AMB			3,766	3,671	3,894	3,777	\$40,900	\$40,900		
WENDOVER AMBULANCE			306	253	294	284	\$3,079	\$3,079		
	61,598	71,676	59,584	61,322	57,809	59,572	\$645,083	\$716,759		
								\$10,82869		

2015 BUDGET 1,044,069
 Less: E911 Funds 300,000
 Less: Contracts 27,310
 Net Budget Amount - 716,759
 Less: Base Amount 71,676
 allocated amount 645,083
 3 YEAR AVE 59,572
 10,82869

Estimated Contracts-\$5,462 Per FTE

BIA	5462	1
AP&P	10924	2
ibapah Goshutes	5462	1
BLM	5462	1
	27310	