

## Dispatch Service Agreement Tooele County – Utah Department of Corrections

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of January 2016, 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, 2016 through December 31, 2016, 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.

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 and/or State Agency 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, and/or State Agencies to enable them to budget for increased dispatch fees which may vary from year to year.

6. CONTRACT TERM: This agreement shall take effect on January 1, 2016 and shall terminate on December 31, 2017, 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 31<sup>st</sup> day of December, 2015.

**UTAH DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
Geri Miller, Director, Division of Adult  
Probation and Parole

ATTEST:

\_\_\_\_\_  
Traci Nielson, Corrl Program Coordinator

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew Anderson, Asst Attorney General

STATE FINANCE

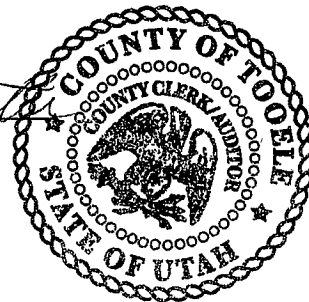
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State Finance

**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

UDC ACCOUNTING INFORMATION

Fund	Dept	Unit	Approp	Object	Vendor Number	Commodity
1000	410	2253	MBB	6137	22722C	92518

EXHIBIT A

TOOELE COUNTY DISPATCH FEE ALLOCATION

FY 2015 FEE ASSESSMENTS

Incident Numbers with Traffic Stops

CITY/COUNTY	POPULATION (2014 Census)	BASE FEE	2012	2013	2014	3 YEAR AVERAGE	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			
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	\$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
GRANTSVILLE FIRE						0	\$0	\$0
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

Estimated Contracts-\$5,462 Per FTE

2015 BUDGET	1,044,069	BIA	5462	1
Less: E911 Funds	300,000	AP&P	10924	2
Less: Contracts	27,310	Ibapah Goshutes	5462	1
Net Budget Amount	716,759	BLM	5462	1
Less: Base Amount	71,676		27310	
allocated amount	645,083			
3 YEAR AVE	59,572			
	10.82869			