

Dispatch Service Agreement Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July, 2019, 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, 2019 through June 30, 2020, the City agrees to pay the County the sum of \$316,327.00. 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 January 31st of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2019 and shall terminate on June 30, 2020, 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.

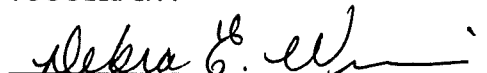
8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2019 shall be considered notice of termination and services will be discontinued.

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 rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1st day of July, 2019



TOOOELE CITY


Debra E. Winn, Mayor

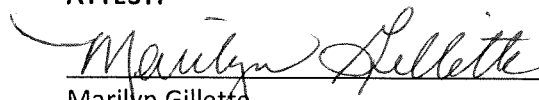
TOOOELE COUNTY

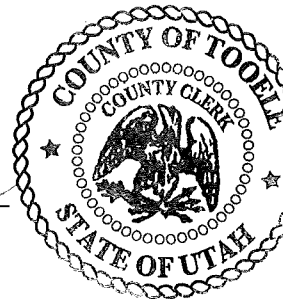

Tom Frupp, Chairman SHAWN MILNE
Tooele County Commission

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

EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
2019-2020 FEE ASSESSMENTS

Agency	Population Estimates (2017)	BASE FEE	2016 Incident Numbers and Traffic Stops Totals	2017 Incident Numbers and Traffic Stops Totals	2018 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	2019 USAGE FEE	2019 TOTAL
Grantsville PD	11,000	\$14,865	7,057	7,812	6,938	7,269	\$106,216	\$121,081
Stockton PD	674	\$911	687	1,008	843	846	\$12,362	\$13,273
Tooele PD	34,628	\$46,796	19,949	17,931	17,457	18,446	\$269,531	\$316,327
Tooele County S.O.	19,643	\$26,545	13,159	14,142	12,953	13,418	\$196,066	\$222,611
Fire Warden			109	139	177	142	\$2,070	\$2,070
Ibapah FD			3	6	6	5	\$73	\$73
Ophir FD	57	\$77	2	1	1	1	\$19	\$97
Terra FD			41	67	45	51	\$745	\$745
Wendover PD	1,454	\$1,965	2,461	2,164	2,290	2,305	\$33,681	\$35,646
Utah Highway Patrol			6,931	7,810	8,847	7,863	\$114,891	\$114,891
AP&P						0	\$0	\$0
BIA (Ibapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
North Tooele FD			898	964	1,010	957	\$13,989	\$13,989
Mountain West Ambulance			4,478	4,636	4,534	4,549	\$66,476	\$66,476
Wendover Ambulance			310	305	270	295	\$4,311	\$4,311
	67,456	91,159	56,085	56,985	55,371	56,147	\$820,429	\$911,588

\$14,61216

2019 BUDGET
 Less: E911 Funds 1,438,898
 Less: Contracts 500,000
 Net Budget Amount 27,310
 Less: Base Amount 91,158
 allocated amount 820,429
 3 YEAR AVE 56,147
 14,61216

Estimated Contracts-\$5,462 Per FTE
 AP&P 10924 2
 BIA (Ibapah) 5462 1
 BIA (Skull Valley) 5462 1
 BLM 5462 1
 27310 1