

Dispatch Service Agreement Tooele County – Stockton City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July, 2020, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Stockton City, (hereinafter referred to as "City").

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

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 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, 2020 through June 30, 2021, the City agrees to pay the County the sum of \$14,371.00. 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 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, 2020 and shall terminate on June 30, 2020, unless terminated sooner according to the terms and conditions of this agreement.

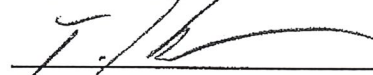
7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, 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, 2020 shall be considered notice of termination and services will be discontinued.

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, 2020

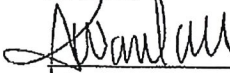
STOCKTON CITY


Thomas Karjola, Mayor

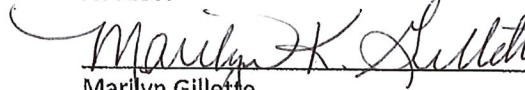
TOOELE COUNTY

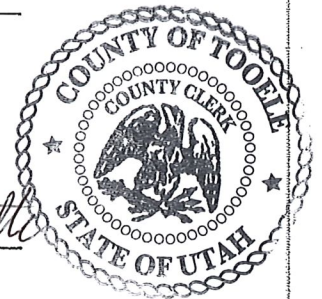

Shawn Milne, Chairman
Tooele County Commission

ATTEST:


Diana Marks, Town Clerk
Ashlee Wainlass

ATTEST:

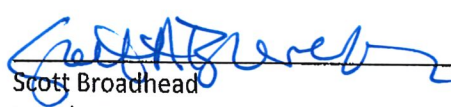

Marilyn Gillette
Tooele County Clerk/Auditor



APPROVED AS TO FORM:

BY 
Gary Searle, City Attorney

APPROVED AS TO FORM:


Scott Broadhead
Tooele County Attorney

STAMP USED AT DIRECTION OF PROSECUTOR

EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
2020-2021 FEE ASSESSMENTS

Agency	Population Estimates (2018)	2017 Incident Numbers and Traffic Stops Totals	2018 Incident Numbers and Traffic Stops Totals	2019 Incident Numbers and Traffic Stops Totals	3 YEAR AVERAGE	2019 USAGE FEE	2019 TOTAL
Grantsville PD	11,568	7,812	6,988	8,388	7,703	\$120,622	\$136,790
Stockton PD	684	1,008	843	719	857	\$13,415	\$14,371
Tooele PD	35,251	17,931	17,457	16,537	17,308	\$271,044	\$320,312
Tooele County S.O.	20,935	14,142	12,955	12,503	13,199	\$206,698	\$235,958
Fire Wardén		139	177	140	152	\$2,380	\$2,380
ibapah FD		6	6	3	5	\$78	\$78
Ciphr FD		1	1	0	1	\$10	\$10
Terra FD		67	45	55	56	\$872	\$872
Wendover PD	1,469	2,164	2,290	2,571	2,342	\$36,670	\$38,723
Utah Highway Patrol		7,810	8,847	8,942	8,533	\$138,624	\$138,624
AP&P					0	\$0	\$0
BIA (ibapah)					0	\$0	\$0
BIA (Skull Valley)					0	\$0	\$0
BLM					0	\$0	\$0
North Tooele FD		964	1,010	1,047	1,007	\$15,769	\$15,769
Mountain West Ambulance		4,586	4,584	4,956	4,702	\$73,632	\$73,632
Wendover Ambulance		305	270	294	290	\$4,536	\$4,536
	69,907	56,965	55,371	56,105	56,154	\$879,350	\$977,056

\$15,65971

2020 BUDGET
 Less: E911 Funds
 Less: Contracts
 Net Budget Amount
 Less: Base Amount allocated amount
 3 YEAR AVE

1,554,366
 550,000
 27,310
 977,056
 97,706
 879,350
 56,154
 15,65971

Estimated Contracts-\$5,462 Per FTE
 AP&P 10974
 BIA (ibapah) 5462
 BIA (Skull Valley) 5462
 BLM 5462
 27310