

Dispatch Service Agreement Tooele County – Tooele 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 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, 2020 through June 30, 2021, the City agrees to pay the County the sum of \$320,312.00. 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, 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.

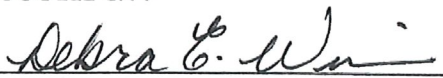
8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after 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, 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, 2020

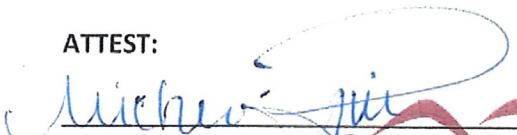

TOOOELE CITY


Debra E. Winn, Mayor


TOOELE COUNTY


Shawn Milne, Chairman
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:

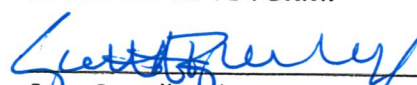

Scott Broadhead
Tooele County Attorney

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

Agency	Population Estimates (2018)	BASE FEE	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	\$16,168	7,812	6,938	8,358	7,703	\$120,622	\$136,790
Stockton PD	684	\$956	1,008	843	719	857	\$13,425	\$14,371
Tooele PD	35,251	\$49,269	17,931	17,457	16,537	17,308	\$271,044	\$320,312
Tooele County S.O.	20,985	\$29,260	14,142	12,953	12,503	13,199	\$206,698	\$235,958
Fire Warden			139	177	140	152	\$2,380	\$2,380
Ibapah FD			6	6	3	5	\$78	\$78
Ophir FD		\$0	1	1	0	1	\$10	\$10
Terra FD			67	45	55	56	\$872	\$872
Wendover PD	1,469	\$2,053	2,164	2,290	2,571	2,342	\$36,670	\$38,723
Utah Highway Patrol			7,810	8,847	8,942	8,533	\$133,624	\$133,624
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			4,636	4,534	4,936	4,702	\$73,632	\$73,632
Wendover Ambulance			305	270	294	290	\$4,536	\$4,536
	69,937	97,706	56,985	55,371	56,105	56,154	\$879,350	\$977,056

\$15,65971

2020 BUDGET
 1,554,366
 Less: 6911 Funds 550,000
 Less: Contracts 27,310
 Net Budget Amount 977,056
 Less: Base Amount allocated amount 97,706
 879,350
 3 YEAR AVE 15,65971

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

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Tooele County Sheriff's Office

Paul J. Wimmer
Sheriff

1960 South Main
Tooele, Utah 84074

March 16, 2020

Dear Administrator,

Enclosed please find a copy of the Tooele County Dispatch Service Agreement. This agreement shall take effect on July 1, 2020. Please send me a copy of the agreement signed by your agency representatives. I will return the completed agreement for your records once signatures are obtained from County representatives,

My mailing address is: 47 S Main St, Tooele Utah 84074. My email is: rnelson@tooeleco.org

Sincerely,

Lt. Regina L. Nelson
9-1-1 Dispatch Center
Tooele County Sheriff's Office