Dispatch Service Agreement Tooele County – Stockton City

- 1. <u>CONTRACTING PARTIES:</u> This agreement made and executed the 1st day of July, 2021, 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. <u>PURPOSE</u>: 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. <u>DISPATCH FEES:</u> 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. Ensure officer safety by adequate security checks of on-duty officers.
 - Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
 - d. Provide fire dispatch services.
 - e. Provide system technology analyst support.
 - f. Conduct monthly area wide communication meetings.
 - g. Run Utah Criminal Justice Information System database checks.
 - h. Provide clearing house for NCIC entries including modifications and clears.
 - Oversee county-wide wrecker rotation.
- 4. <u>CONSIDERATION</u>: In consideration of the County providing the dispatch services specified herein from July 1, 2021 through June 30, 2022, the City agrees to pay the County the sum of \$16,049.00. 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. <u>BUDGET NOTICE</u>: 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. <u>CONTRACT TERM:</u> This agreement shall take effect on July 1, 2021 and shall terminate on June 30, 2022, unless terminated sooner according to the terms and conditions of this agreement.
- 7. <u>INADEQUATE SERVICE</u>: 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. <u>TERMINATION:</u> 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, 2021 shall be considered notice of termination and services will be discontinued.
- 9. <u>LIABILITY</u>: 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.

STOCKTON CITY

Thomas Karjola, Mayor

ATTEST:

Ashlee Wanlass, Town Clerk

TOOELE COUNTY

TOOELE COUNTY

Brittany Lopez, County Manager
Tooele County Council

ATTEST:

Marilyn Gillette
Tooele County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Scott Broadhead Tooele County Attorney

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STAMP USED AN DIRECTION OF PROSECUTOR

EXHIBIT A
TOOBLE COUNTY DISPATCH FEE ALLOCATION
2021-2022 FEE ASSESSMENTS

	2021 BUDGET	Less: E911 Funds	Nat Burdent Amount	Less: Base Amount	allocated amount	3 YEAR AVE											
2019 TOTAL	\$150,475	\$355,056	S264,966	88	\$\$	\$922	\$45,498	\$157,929	8	8	S	S	\$18,965	\$22,835	\$5,155	\$1 106 299	
2019 USAGE FEE 2019 TOTAL	\$133,552	\$302,182	\$226,712	388	\$6	\$322	\$48,911	\$157,929	S	S	S	S	\$18,965	\$83,224	55,155	\$995,669	\$18,32407
3 YEAR AVERAGE	7,288	16,491	12,372	9 5	0	S	2,396	8,619	0	٥	٥	0	1,035	4,815	787	54,337	
2020 Incident Numbers and Traffic Stops Totals	6,569	15,479	11,561	377	0	15	2,328	8,067					1,048	4,974	280	51,534	
2019 Incident Numbers and Traffic Stops Toraks	8,358	16,537	12,503	947	0	88	2,571	8,942					1,047	4,956	787	56,105	
2018 Incident Numbers and Traffic Stops Totals	6,938	17,457	12,958	TT a	5 64	45	2,290	8,847					1,010	4534	270	35,371	
	\$15,873	1"	\$38,254		8		\$1.588									110,630	
Population Population Enfinates (2015) BASE FEE	11,021	34,535	24,986				1.037									77.759	
	Grantsville PD	Stockton PD Tooele PD	Tooele County 5.0.	Fire Warden	lbepan FD	Tarre Ed	Istandame DO	I frah Highway Patrol	4560	(BiA (Ibaceh)	BIA (Shill Valley)	BrM	North Topele ED	Max marga Mart ambushara	Month of the state	WENDOWN AIRCHMEN	- T

Entimated Contracts-\$5,462 Per FTE
AP&P
BIA (liapsth) 5462
BIA (skull Valley) 5462
BIAM
27310

1733609 500000 27310 1106299 110629.9 595669.1 54336.67