Dispatch Service Agreement Tooele County – North Tooele Fire District

- 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 North Tooele Fire District, (hereinafter referred to as "District").
- 2. <u>PURPOSE:</u> This agreement is for the purpose of Tooele County providing radio dispatch services to North Tooele Fire District.

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 District 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 District 24 hours a day 7 days a week. Handle outbound telephone calls when appropriate.
 - b. Page the second group for all off-duty staff when requested.
 - c. Conduct status checks every 10 minutes after arrival on scene.
 - d. Page the Fire Chief when requested by the Incident Commander.
 - e. Provide system technology analyst support.
 - f. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
 - g. Conduct monthly area wide communication meetings.
- 4. <u>CONSIDERATION</u>: In consideration of the County providing the dispatch services specified herein from July 1, 2021 through June 30, 2022, the District agrees to pay the County the sum of \$18,965.00. 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 District for dispatch services under this agreement.
- 5. <u>BUDGET NOTICE:</u> The County agrees to notify the District by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to the District 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 District determines that it has received inadequate dispatch services under this agreement, the Fire Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the District 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.

DATED this 1st day of July, 2021 NORTH TO BLE COUNTY FIRE	TOOELE COUNTY
Randy Willden, Fire Chief	Brittany Lopez, County Manager Tooele County Council
ATTEST: Cassandra Ray, Assistant Chief/Administrator	ATTEST: Mauly Aulette Marilyn Gillette Tooele County Clerk
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	Scott Broadhead Tooele County Attorney

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

	410 00 100							
\$1,106,299	\$995,669	54,337	51,534	56,105	55,371	110,630	72,259	
\$5,155	\$5,155	281	280	294	270			Wendover Ambulance
\$88,224	\$88,224	4,815	4,974	4,936	4,534			Mountain West Ambulance
\$18,965	\$18,965	1,035	1,048	1,047	1,010			North Tooele FD
\$0	\$0	0						BLM
\$0	\$0	0						BIA (Skull Valley)
\$0	\$0	0						BIA (Ibapah)
\$0	\$0	0						AP&P
\$157,929	\$157,929	8,619	8,067	8,942	8,847			Utah Highway Patrol
\$45,498	\$43,911	2,396	2,328	2,571	2,290	\$1,588	1,037	Wendover PD
\$922	\$922	50	51	55	45			Terra FD
\$6	\$6	0	0	0	1	\$0		Ophir FD
\$86	98\$	5	5	3	თ			Ibapah FD
\$3,017	\$3,017	165	177	140	177			Fire Warden
\$264,966	\$226,712	12,372	11,661	12,503	12,953	\$38,254	24,986	Tooele County S.O.
\$355,056	\$302,182	16,491	15,479	16,537	17,457	\$52,874	34,535	Tooele PD
\$16,049	\$15,007	819	895	719	843	\$1,041	680	Stockton PD
\$150,425	\$133,552	7,288	6,569	8,358	6,938	\$16,873	11,021	Grantsville PD
2019 TOTAL	USAGE FEE	AVERAGE	Stops Totals	Stops Totals	Stops Totals	BASE FEE	Estimates (2019) BASE FEE	Agency
	2019	3 YEAR	and Traffic	and Traffic	and Traffic		Population	
			Numbers	Numbers	Numbers			
			Incident	Incident	Incident			
			2020	2019	2018			

\$18.32407

	3 YEAR AVE	allocated amount	Less: Base Amount	Net Budget Amount	Less: Contracts	Less: E911 Funds	2021 BUDGET
18.32407	54336.67	995669.1	110629.9	1106299	27310	600000	1733609

	BLM	BIA (Skull Valley)	BIA (Ibapah)	AP&P	Estimated Contracts-\$5,462 Per FTE	
27210	5462	5462	5462	10924	,462 Per FTE	

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