

Dispatch Service Agreement

Tooele County – Utah Department of Corrections

1. **CONTRACTING PARTIES:** 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 Utah Department of Corrections, (hereinafter referred to as "UDC").

2. **PURPOSE:** This agreement is for the purpose of Tooele County providing radio dispatch services to Utah Department of Corrections.

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 UDC 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 UDC 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.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide system technology analyst support.
- e. Conduct monthly area wide communication meetings.
- f. Run Utah Criminal Justice Information System database checks.
- g. Provide clearing house for NCIC entries including modifications and clears.
- h. Oversee county-wide wrecker rotation.

4. **CONSIDERATION:** In consideration of the County providing the dispatch services specified herein from July 1, 2021 through June 30, 2022; the UDC agrees to pay the County the sum of \$10,924.00. A payment of 2,731.00 shall be paid to Tooele County on a quarterly basis. Said payments shall be made within fifteen (15) days following receipt of an invoice from Tooele County for the previous 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 to UDC for dispatch services under this contract.

5. **BUDGET NOTICE:** The County agrees to notify UDC by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to UDC no later than March 31st of each year.

6. CONTRACT TERM: 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. INADEQUATE SERVICE: If the UDC determines that it has received inadequate dispatch services under this agreement, the Chief Administrator shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the UDC 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, 2021 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, 2021


UTAH DEPARTMENT OF CORRECTIONS


Dan Blanchard, Director, Division of Adult Probation and Parole

TOOELE COUNTY

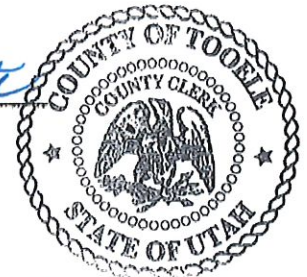

Brittany Lopez, County Manager
Tooele County Council
James A. Welch

ATTEST:

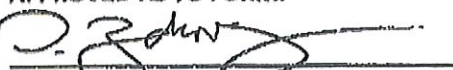

Linda Kinder
Financial Analyst UDC

ATTEST:



Marilyn Gillette
Tooele County Clerk



APPROVED AS TO FORM:


Dan Bokovey
Assistant Attorney General UDC

APPROVED AS TO FORM:


Scott Broadhead
Tooele County Attorney