

## Dispatch Service Agreement Tooele County – Tooele City

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 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. 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 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.
- i. 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 City agrees to pay the County the sum of \$355,056.00. 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 31<sup>st</sup> of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 31<sup>st</sup> 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 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.

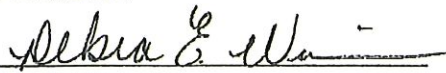
8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after 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, 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, 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 1<sup>st</sup> day of July, 2021

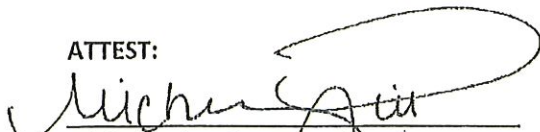
TOOOEE CITY

  
Debra E. Winn, Mayor

TOOELE COUNTY

  
Brittany Lopez, County Manager  
Tooele County Council

ATTEST:

  
Michelle Pitt, City Recorder


ATTEST:

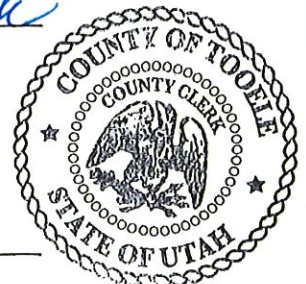
  
Marilyn Gillette  
Tooele County Clerk

APPROVED AS TO FORM:

  
Roger Baker, City Attorney

APPROVED AS TO FORM:

  
Scott Broadhead  
Tooele County Attorney



**EXHIBIT A**  
**TOOELE COUNTY DISPATCH FEE ALLOCATION**  
**2021-2022 FEE ASSESSMENTS**

Agency	Population Estimate (2019)	BASE FEE	2018 Incident Numbers and Traffic Steps Totals	2019 Incident Numbers and Traffic Steps Totals	2020 Incident Numbers and Traffic Steps Totals	3 YEAR AVERAGE	2019 USAGE FEE	2019 TOTAL
Graftonville PD	11,021	\$16,873	6,938	8,355	6,569	7,288	\$133,552	\$150,425
Stockton PD	580	\$1,041	843	719	895	819	\$15,007	\$16,049
Tooele PD	34,535	\$52,874	17,457	16,537	15,479	16,491	\$302,182	\$355,056
Tooele County S.O.	24,986	\$36,254	12,953	12,503	11,651	12,372	\$226,712	\$264,966
Fire Warden			177	140	177	165	\$3,017	\$3,017
Idapah FD			6	3	5	5	\$86	\$86
Opbir FD		\$0	1	0	0	0	\$6	\$6
Terra FD			45	55	51	50	\$922	\$922
Wendover PD	1,037	\$1,588	2,290	2,571	2,328	2,396	\$43,911	\$45,498
Utah Highway Patrol			8,847	8,942	8,067	8,619	\$157,929	\$157,929
AP&P						0	\$0	\$0
BIA (Idapah)						0	\$0	\$0
BIA (Skull Valley)						0	\$0	\$0
BLM						0	\$0	\$0
North Tooele FD			1,010	1,047	1,048	1,035	\$16,965	\$18,965
Mountain West Ambulance			4,534	4,936	4,974	4,815	\$88,224	\$88,224
			270	294	280	281	\$5,155	\$5,155
Wendover Ambulance							\$995,669	\$1,106,299
	72,259	110,630	55,371	56,105	51,594	\$4,337		
							\$18,32407	

2021 BUDGET	1733609	Estimated Contract-\$5,462 Per FTE
Less: E911 Funds	600000	AP&P 10924 2
Less: Contracts	27310	BIA (Idapah) 5462 1
Net Budget Amount	1106299	BIA (Skull Valley) 5462 1
Less: Base Amount	995669.1	BLM 27310 1
allocated amount:	54335.67	
3 YEAR AVE	18,32407	