** TOOELE COUNTY	Tooele County Council Agenda Item Summary	
Department Making Request:	Meeting Date:	
Sheriff	June 7, 2022 Ratification	
Mark Options That Apply:		
Grant 1 time Contract 1 yr. or less Exp date: 06/30/23	Purchase	
Grant With County Match More than 1 yr. Exp date:		
Budget Impact:		
In Budget Requested Over Budget	d Amount: \$ <u>0.00</u>	
Item Title: Disptach Service Agreement (Wendover Ambulance) - Sheriff		
Please answer the who? what? when? why?		
This agreement is for the purpose of Tooele Co Wendoever Ambulance Service.	unty provinding radio dispatch services to	
List who needs copies when approved: Sheriff, (Clerk's Office	

Dispatch Service Agreement Tooele County – Wendover Ambulance Service

- 1. <u>CONTRACTING PARTIES:</u> This agreement made and executed the 1st day of July 2022, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Wendover Ambulance Service, (hereinafter referred to as "Service").
- 2. <u>PURPOSE:</u> This agreement is for the purpose of Tooele County providing radio dispatch services to Wendover Ambulance Service.

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 Service 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 Service 24 hours a day 7 days a week. Handle outbound telephone calls when appropriate.
 - b. Conduct status checks every 10 minutes after arrival on scene.
 - c. Notify Service Director when requested by the Incident Commander.
 - d. Provide Spillman Flex interface system technology analyst support.
 - e. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
 - f. Conduct monthly area wide communication meetings.
- 4. <u>CONSIDERATION</u>: In consideration of the County providing the dispatch services specified herein from July 1, 2022, through June 30, 2023, the Service agrees to pay the County the sum of \$5,417.00. 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 Service for dispatch services under this agreement.
- 5. <u>BUDGET NOTICE</u>: The County agrees to notify the Service by January 31st of the previous year data, as requested. The County agrees to provide the agreement and fee allocation to the Service no later than March 31st of each year.

- 6. <u>CONTRACT TERM</u>: This agreement shall take effect on July 1, 2022, and shall terminate on June 30, 2023, unless terminated sooner according to the terms and conditions of this agreement.
- 7. <u>INADEQUATE SERVICE:</u> If the Service 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 Service 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, 2022, 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.

Lauara lisk, Director	James A Welch Andy Welch, County Manager
,	Tooele County Council
ATTEST:	ATTEST:
	Tracy Shaw
	Tracy Shaw Tooele County Clerk/Auditor
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	Scott A Broadhead
	Scott Broadhead
	Tooele County Attorney

Email: andy.welch@tooeleco.org

Signature: Tracy Shaw
Tracy Shaw (May 27, 2022 12:43 MDT)

Email: tracy.shaw@tooeleco.org

Scott A Broadhead (May 26, 2022 10:44 MDT)

Email: scott.broadhead@tooeleco.org

Wendover Ambulance Agreement 2022-2023

Final Audit Report

2022-05-27

Created:

2022-05-26

By:

Cylee Pressley (cylee.pressley@tooeleco.org)

Status:

Signed

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"Wendover Ambulance Agreement 2022-2023" History

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