TOOELE COUNTY CORPORATION CONTRACT # 22-11-07

Grantsville City Record of Resolution Adoption

A regular meeting of the City Council of Grantsville City was held at City Hall in Grantsville, Utah on Wednesday, the 19th Day of October, 2022 at the hour of 7:00 p.m., there being present and answering roll call the following:

Neil Critchlow

Mayor

Jeff Hutchins

Council Member

Jewel Allen

Council Member

Darrin Rowberry Jolene Jenkins

Council Member Council Member

Scott Bevan

Council Member

Also Present:

Braydee Baugh

City Recorder

Brett Coombs

City Attorney

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting approved, the Resolution 2022-63 was introduced in writing, read in full, and pursuant to a Motion made by Councilmember Rowberry. Seconded by Councilmember Jenkins and was adopted by the following vote:

Yea:

Unanimous

Opposed:

None

Abstained:

None

The resolution was then signed by the Mayor and recorded by the City Recorder in the official records of Grantsville City, Utah. The resolution is attached:

Baydee 17 Baugh Grantsville City Recorder

GRANTSVILLE CITY RESOLUTION NO. 2022-63

A RESOLUTION APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2022 – 2023

Be it enacted and ordained by the City Council of Grantsville City, Utah as follows:

WHEREAS, the Tooele County Sherriff's Office provides dispatch services for the Grantsville City Police Department; and

WHEREAS, Tooele County and the City desire to enter into a contract for fiscal year 2022-2023 defining their respective obligations in relation to dispatch services; and

WHEREAS, the proposed Dispatch Service Agreement is attached as Exhibit A; and

WHEREAS, local dispatch services are critical for the safety of the Grantsville City Police

Officers and City residents, and promotes efficiency of local law enforcement operations; and

WHEREAS, the Grantsville City Council hereby determines that it is in the best interest of the City to approve the Dispatch Service Agreement between Tooele County and Grantsville City for fiscal year 2022-2023 and the City to pay Tooele County the total sum of \$148,603.00, paid in equal installment payments every quarter.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRANTSVILLE CITY, STATE OF UTAH, AS FOLLOWS:

- **Section 1. Dispatch Service Agreement.** The City of Grantsville hereby approves the Dispatch Service Agreement attached as Exhibit "A", and authorizes the City Manager to sign it.
- **Section 2. Severability Clause.** If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

Resolution 2022-63 Page 2 of 2

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 19th DAY OF OCTOBER, 2022.

BY ORDER OF THE GRANTSVILLE CITY COUNCIL

-DocuSigned by:

By Mayor Neil Critchlow

ATTEST

-DocuSigned by:

°**B**%%%% Baugh, City Recorder

Dispatch Service Agreement Tooele County – Grantsville City

- 1. <u>CONTRACTING PARTIES:</u> This agreement made and executed the 19th day of October 2022, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Grantsville City, (hereinafter referred to as "City").
- 2. <u>PURPOSE</u>: This agreement is for the purpose of Tooele County providing radio dispatch services to Grantsville 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.
 - 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 Spillman Flex interface 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. <u>CONSIDERATION</u>: In consideration of the County providing the dispatch services specified herein from October 19, 2022, through June 30, 2023, the City agrees to pay the County the sum of \$148,603.00. 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 Tooele County Dispatch Fee Allocation in 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 October 19th, 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 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 Council 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 October 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.

DATED this 19th day of October 2022 **TOOELE COUNTY GRANTSVILLE CITY** DocuSigned by: ₩êlch. County Manager ¹₺₴₺₢¹₩₮₺on, City Manager Tooele County Council ATTEST: DocuSigned by: 9CB64E7D323F486. APPROVED AS TO FORM: Braydee Baugh, City Recorder DocuSigned by: olin Winduster APPROVED AS TO FORM: E€6499°₩₩thester Tooele County Deputy Attorney පිසිරී රිම්නිත්bs, City Attorney

TOOELE COUNTY DISPATCH FEE ALLOCATION 2022-2023 FEE ASSESSMENTS **EXHIBIT A**

		lies.	5019	7070	7707				
			Incident	Incident	Incident				
			Numbers	Numbers	Numbers				
	Population		and Traffic	and Traffic	and Traffic	3 YEAR			
Agency	Estimates (2020) BASE FEE	BASE FEE	Stops Totals	Stops Totals	Stops Totals Stops Totals Stops Totals	AVERAGE	USAGE FEE	TOTAL	
Grantsville PD	12,617	\$18,152	8,358	695'9	7,179	698'2	\$130,450	\$148,603	
Stockton PD	621	\$893	719	895	482	669	\$12,369	\$13,262	2022 BUDGET
Tooele PD	35,742	\$51,423	16,537	15,479	13,744	15,253	\$270,036	\$321,459	Less: E911 Funds
Tooele County S.O.	18,930	\$27,235	10,960	10,109	6/8/6	10,316	\$182,628	\$209,863	Less: Contracts
Fire Warden			140	177	134	150	\$2,661	\$2,661	Net Budget Amount
Ibapah FD			3	5	17	8	\$148	\$148	Less: Base Amount
Ophir FD		\$0	0	0	0	0	\$0	\$0	Allocated Amount
Terra FD			55	51	20	52	\$921	\$921	3 YEAR AVE
Wendover PD	1,115	\$1,604	2,571	2,328	2,509	2,469	\$43,716	\$45,320	
Utah Highway Patrol			8,942	8,067	9,085	8,698	\$153,984	\$153,984	
AP&P						0	\$0	\$0	
BIA (Ibapah)						0	\$0	\$0	
BIA (Skull Valley)						0	\$0	\$0	
вгм						0	\$0	\$0	
Erda	3,673	\$5,284	1,543	1,552	1,574	1,556	\$27,552	\$32,837	
North Tooele FD			1,047	1,048	1,213	1,103	\$19,521	\$19,521	
Mountain West Ambulance			4,936	4,974	5,669	5,193	\$91,934	\$91,934	
Wendover Ambulance			294	280	344	306	\$5,417	\$5,417	
	72,698	104,593	56,105	51,534	51,879	53,173	\$941,337	\$1,045,930	
							000000000		

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Estimated Contracts-\$5,462 Per FTE
AP&P
810,924.00
BIA (Ibapah) \$5,462.00
BIA (Skull Valley) \$5,462.00
BLM \$5,462.00

\$1,723,240.00 \$650,000.00 \$27,310.00 \$104,593.00 \$941,337.00 \$53,172.67 \$17.70

\$17.70340

STATE OF UTAH)	
)	SS:
COUNTY OF TOOELE)	

I, Braydee Baugh, do hereby certify that I am the duly appointed, qualified and acting Recorder for the Grantsville City Council, (the "City"), State of Utah, and do further certify that the foregoing is a true and correct copy of Resolution 2022-63 duly adopted by the City of Grantsville, by the Council thereof at a meeting duly called and held in Grantsville, UT on the 19th day of October, 2022.

(SEAL)



- DocuSigned by: Braydes Bangh

Braydee Baugh City Recorder