

Dispatch Service Agreement Tooele County – Lake Point City

1. **CONTRACTING PARTIES:** This agreement made and executed the 1st day of July 2023, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Lake Point City, a body politic and corporate of the State of Utah, (hereinafter referred to as "City").

2. **PURPOSE:** This agreement is for the purpose of Tooele County providing radio dispatch services to Lake Point City.

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 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 all such records 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. **CONSIDERATION:** In consideration of the County providing the dispatch services specified herein from July 1, 2023, through June 30, 2024, the City agrees to pay the County the total sum of \$30,125.00, payable in four (4) quarterly payments of \$7,531.25, which payments shall be paid to Tooele County 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. **BUDGET NOTICE:** 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. **CONTRACT TERM:** This agreement shall take effect on July 1, 2023, and shall terminate on June 30, 2024, 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 Council Chair or designee 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. **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, subject to a pro-rata adjustment of payments made or owed based on services rendered as of the date of termination. Failure to sign and return this agreement by August 31, 2023, shall be considered notice of termination and services will be discontinued.

9. **LIABILITY:** Each party shall be responsible for the acts and omissions of their own representatives, officers, or employees and shall indemnify and hold the other party harmless from claims, damages, and costs arising out of or related to the party's performance of its obligations under this agreement. Nothing herein waives any immunity or right that the parties may have as governmental entities.

10. **INTERLOCAL COOPERATION ACT:** This Agreement does not create an interlocal entity or provide for any organizational change to the parties. The County shall administer this Agreement. The parties shall not acquire or dispose of any real or personal property pursuant to this Agreement.


DATED this 1st day of July 2023

Lake Point CITY



Council Chairman

ATTEST:



Notary Public

APPROVED AS TO FORM:



City Attorney

TOOELE COUNTY

 4/25/23

Andy Welch, County Manager
Tooele County Council

APPROVED AS TO FORM:

 04/14/2023

Colin Winchester
Tooele County Deputy Attorney