

## Dispatch Service Agreement Tooele County – North Tooele Fire District

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 North Tooele Fire District, (hereinafter referred to as "District").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to North Tooele Fire District.

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 District 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 District 24 hours a day 7 days a week. Handle outbound telephone calls when appropriate.
- b. Page the second group for all off-duty staff when requested.
- c. Conduct status checks every 10 minutes after arrival on scene.
- d. Page the Fire Chief when requested by the Incident Commander.
- e. Provide Spillman Flex interface system technology analyst support.
- f. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- g. Conduct monthly area wide communication meetings.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2023, through June 30, 2024, the District agrees to pay the County the sum of \$23,485.00. 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 District for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the District 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 District no later than March 31<sup>st</sup> 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.

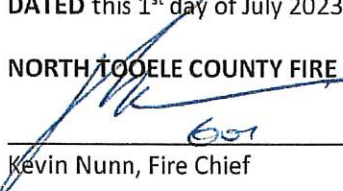
7. INADEQUATE SERVICE: If the District determines that it has received inadequate dispatch services under this agreement, the Fire Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the District within fifteen (15) days, the original 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. Failure to sign and return this agreement by August 31, 2023, 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 1<sup>st</sup> day of July 2023

**NORTH TOOELE COUNTY FIRE**

  
Kevin Nunn, Fire Chief

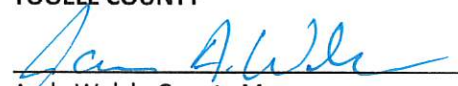
ATTEST:

  
Cassandra Ray, Assistant Chief/Administrator


APPROVED AS TO FORM:

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**TOOELE COUNTY**

  
Andy Welch, County Manager  
Tooele County Council

ATTEST:

  
Tracy Shaw  
Tooele County Clerk

APPROVED AS TO FORM:

  
FOR Scott Broadhead  
Tooele County Attorney