

## Dispatch Service Agreement

### Tooele County – Ambulance Services of Tooele, LLC. DbA Mountain West Ambulance

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 Ambulance Services of Tooele, LLC. DbA Mountain West Ambulance, (hereinafter referred to as "Service").

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Ambulance Services of Tooele, LLC. DbA Mountain West Ambulance.

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 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. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2023, through June 30, 2024, the Service agrees to pay the County the sum of \$108,016.00. 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. BUDGET NOTICE: The County agrees to notify the Service 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 Service 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 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 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

**AMBULANCE SERVICES OF TOOELE LLC.  
DBA MOUNTAIN WEST AMBULANCE**

DocuSigned by:  
Phil Eaton 8/1/2023  
91AE8F23ABAA4E8...  
Phil Eaton, CEO

**TOOELE COUNTY**

Andy Welch  
Andy Welch, County Manager  
Tooele County Council

**ATTEST:**

DocuSigned by:  
Kristie Hunter 8/3/2023  
A9B864E01A03485...  
Kristie Hunter

**APPROVED AS TO FORM:**

Scott Broadhead 08/03/2023  
FOR Scott Broadhead  
Tooele County Attorney