

Dispatch Service Agreement Tooele County – Wendover Ambulance Service

1. **CONTRACTING PARTIES:** This agreement made and executed the 1st day of July, 2013, 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. **PURPOSE:** 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. **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 for officers when appropriate.
- b. Run Utah Criminal Justice Information System database checks.
- c. Ensure officer safety by adequate security checks of on-duty officers.
- d. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request with appropriate fees.
- e. Conduct monthly area wide communication meetings.
- f. Provide clearing house for NCIC entries including modifications and clears.
- g. Oversee county-wide wrecker rotation.

4. **CONSIDERATION:** In consideration of the County providing the dispatch services specified herein from July 1, 2013 through June 30, 2014, the Service agrees to pay the County the sum of \$2,494.00. 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. If the County increases the dispatch fee, it shall give the Service written notice of said increase in the amount thereof on or before the first (1st) day of January of the year the increase is to take effect. The Service shall on or before the first (1st) day of February of the same year, indicate, in writing, its acceptance or rejection of the increased fee. If the increase is rejected, this agreement shall continue in effect at the rate of compensation last agreed upon by the parties until the first (1st) day of March, at which time this agreement shall automatically terminate.

5. BUDGET REVIEW COMMITTEE: The parties hereto agree to the creation of the Dispatch Budget Review Committee which shall be comprised of the Sheriff, the County Auditor, and one designee from each municipality that pays for dispatch services pursuant to the agreement with Tooele County. The chairman of this committee shall be the Tooele County Sheriff. The Sheriff shall schedule and call a meeting of this committee during February and October of each year. The committee shall review existing and proposed dispatch budgets and provide timely information and projections to municipalities to enable said municipalities to budget for increased dispatch fees which may vary from year to year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2013 and shall terminate on June 30, 2014, 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 Commission for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or condition thereof and provided the non-breaching party gives written notice to the breaching party to remedy set default in 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.

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.

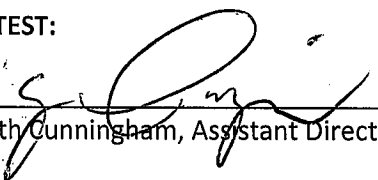
DATED this 30 day of April, 2013.

WENDOVER AMBULANCE



Casey Snyder, Director

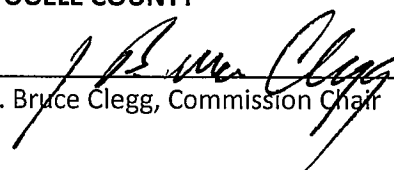
ATTEST:



Keith Cunningham, Assistant Director


APPROVED AS TO FORM:

TOOELE COUNTY



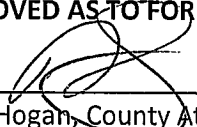
J. Bruce Clegg, Commission Chair

ATTEST:



Marilyn Gillette, Clerk

APPROVED AS TO FORM:



Doug Hogan, County Attorney

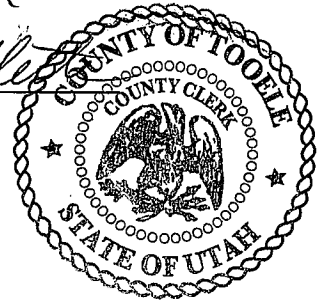


EXHIBIT A
TOOELE COUNTY DISPATCH FEE ALLOCATION
FY 2013 FEE ASSESSMENTS

CITY/COUNTY	POPULATION (2010 Census)	BASE FEE	2010 Incident Number and Traffic Stop Totals	2011 Incident Number and Traffic Stop Totals	2012 Incident Number and Traffic Stop Totals	3 YEAR AVERAGE	FY 2013 USAGE FEE	FY 2013 TOTAL
GRANTSVILLE CITY	8,893	\$8,895	5,651	6,245	6,947	6,281	\$56,763	\$65,658
OPHIR	38	\$38				0	\$0	\$38
RUSH VALLEY TOWN	447	\$447				0	\$0	\$447
STOCKTON	616	\$616	883	1,261	900	1,015	\$9,170	\$9,786
TOOELE CITY	31,605	\$31,611	21,465	21,868	19,850	21,061	\$190,334	\$221,945
TOOELE COUNTY	14,976	\$14,979	15,917	15,769	16,820	16,169	\$146,121	\$161,100
VERNON	243	\$243				0	\$0	\$243
WENDOVER	1,400	\$1,400	1,679	1,725	1,734	1,713	\$15,478	\$16,878
NORTH TOOELE FIRE DIST			774	757	915	815	\$7,368	\$7,368
GRANTSVILLE FIRE						0	\$0	\$0
UTAH HIGHWAY PATROL			5,528	7,724	8,346	7,199	\$65,062	\$65,062
A.P.&P.						0	\$0	\$0
B.I.A.						0	\$0	\$0
IBAPAH GOSHUTES						0	\$0	\$0
MOUNTAIN WEST AMB			3,317	3,299	3,766	3,461	\$31,275	\$31,275
WENDOVER AMBULANCE			252	270	306	276	\$2,494	\$2,494
	58,218	58,230	55,466	58,918	59,584	57,989	\$524,066	\$582,295
								\$9.03727

Incident Number: Increment record number automatically assigned as users add a call (ac function) into the computer aided dispatch program.

Traffic Stop: Increment record number automatically assigned as users add a traffic stop (tsa function) into the computer aided dispatch program.

2013 BUDGET	863,143	Estimated Contracts-\$5,462 Per FTE		E911 FUNDS=32000 PER MONTH
Less: E911 Funds	259,000	BIA	5462	LESS 96000 CENTURYLINK+29000 SPILLMAN
Less: Contracts	21,848	AP&P	10924	
Net Budget Amount	582,295	Ibapah Goshutes	5462	
Less: Base Amount	58,230	BLM		
allocated amount	524,066		21848	
3 YEAR AVE	57,989			
	9.03727			