

TOOELE CITY CORPORATION

RESOLUTION 2026-46

A RESOLUTION OF THE TOOELE CITY COUNCIL RATIFYING AND APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2026-2027.

WHEREAS, the Tooele County Sheriff provides dispatch services for the Tooele City Police Department; and,

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City Fiscal Year 2026-2027 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 to the safety of Tooele City peace officers and the efficiency of local law enforcement operations; and,

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City fiscal year 2026-2027 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers; and,

WHEREAS, the Mayor's signing of the Dispatch Service Agreement was necessary as time was of the essence, and thus was in the best interest of the City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the fiscal year 2026-2027 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved and ratified.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 15th day of July, 2026.

TOOELE CITY COUNCIL

(For)

(Against)



Melodi Dockus

Justin Brady

Jim & Hannah

DK McCall

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)



ATTEST:



Shilo Baker, City Recorder



Approved as to Form:



Matthew C. Johnson, Tooele City Attorney

Exhibit A

Dispatch Service Agreement

Dispatch Service Agreement Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2026, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as "County"), and Tooele City, (hereinafter referred to as "City").

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

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH SERVICES: 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. Maintain operation of the Fire and EMS paging system.
- f. Provide Spillman Flex interface system technology analyst support.
- g. Conduct monthly area wide communication meetings.
- h. Run Utah Criminal Justice Information System database checks.
- i. Provide clearing house for NCIC entries including modifications and clears.
- j. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2026, through June 30, 2027, the City agrees to pay the County the sum of \$327,722.00. 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. 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 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, 2026, and shall terminate on June 30, 2027, 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 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. 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, 2026, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

10. WAIVER OF JURY TRIAL: The parties waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1st day of July 2026

TOOELE CITY

Maresa Tonioli Manzione
Mayor

Date

ATTEST:

Shilo Baker
Tooele City Recorder

Date

APPROVED AS TO FORM:

Matthew Johnson
Tooele City Attorney

Date

TOOELE COUNTY

Andy Welch, County Manager
Tooele County Council

Date

ATTEST:

Tracy Shaw
Tooele County Clerk

Date

APPROVED AS TO FORM:

Nathan Harris
Deputy Tooele County Attorney

Date