

RESOLUTION 24-19

**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL
APPROVING AN INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCH SERVICES WITH LAYTON CITY**

WHEREAS, Davis County is moving to two dispatch services county wide, Bountiful and Layton; and

WHEREAS, South Weber City borders Layton City and they provide the majority of mutual aid; and

WHEREAS, Layton will be able to begin providing service August 1, 2024 which allows adequate time to terminate the Davis County agreement which begins July 1, 2024;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:


Section 1. Approval: The Dispatch Services Provision Agreement with Layton attached as **Exhibit 1** is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 25th day of June 2024.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST


Rod Westbroek, Mayor


Attest: Lisa Smith, Recorder



EXHIBIT 1

DISPATCH SERVICES PROVISION AGREEMENT WITH LAYTON CITY

DISPATCH SERVICES PROVISION AGREEMENT

This Dispatch Services Provision Agreement (this "Agreement") is made by and between South Weber City ("South Weber") and Layton City ("Layton"), both political subdivisions of the state of Utah (collectively, referred to herein as the "Parties").

RECITALS

- A. WHEREAS, Layton operates a Public Service Answering Point ("PSAP"), to handle the dispatching of police and fire;
- B. WHEREAS, South Weber desires to receive dispatching services from Layton for its Fire Department.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

1. Term. It is anticipated that no later than December 31, 2026, the Parties will enter an interlocal agreement for the purpose of forming a new interlocal agency that will be responsible for operating a PSAP serving both Parties and other interested Parties. Accordingly, unless agreed to in writing by the Parties, this Agreement shall terminate upon the earlier of:
 - a. The effective date of an interlocal agreement that forms an interlocal agency responsible for providing the services that are the subject of this Agreement; or
 - b. December 31, 2026
2. Intent of the Parties Regarding Proposed Interlocal Agency. Recognizing that the interlocal agreement described above will need to be negotiated and agreed to between the Parties at a future date, it is the intent of the Parties that the provisions of that interlocal agreement will closely follow the provisions of this Agreement with regard to the organization, function, and funding of the new interlocal agency, except as specifically stated herein and recognizing the potential of other Parties entering into an interlocal agreement. Where appropriate, description of terms that have been discussed regarding the future interlocal agency and agreement are included here to demonstrate the intent of the Parties.
3. Provision of Dispatch Services. Beginning August 1, 2024, all dispatch services for both Parties are to be provided from the Layton City Dispatch Center located in the Layton City Police Department (Layton PSAP). As of August 1, 2024, Layton will be providing dispatch services to Layton, Clearfield, South Weber, and the North Davis Fire District.

4. Advisory Board. During the term of this Agreement, an advisory board ("Board") shall provide input into the management of the Layton PSAP. The Board shall have six members: the Layton Police Chief, the Clearfield Police Chief, the Layton Fire Chief, and the North Davis Fire District Chief or designee of any chief. The other two members shall be the Layton City Manager and the Clearfield City Manager. The Chair of the Board shall be the Layton City Manager. The Board shall meet at least quarterly beginning in January of 2024, and more frequently as circumstances may warrant. However, it is recognized that the day-to-day operations of the Layton Dispatch Center will continue to be under the direction of the Layton Dispatch Manager. The board will receive input from the Layton Dispatch Manager which may include regular attendance of the above defined board meetings.

5. PSAP Responsibilities. Layton will provide the following services to South Weber:
 - a. providing 911 call processing for all calls received at Layton dispatch
 - b. dispatching fire and EMS units to the calls according to Layton policies and procedures
 - c. fulfilling requests from field units including requests for mutual or automatic aid, notification to utility operators, air ambulance, and board-up companies
 - d. providing dispatch records to include 9-1-1 and non-emergency phone calls and radio transmissions from fire talk groups
 - e. providing additional records as defined by Utah records retention guidelines
 - f. providing dispatch services using Layton's infrastructure for automatically or manual paging units and for notifying the public.

6. Cost of Dispatch Services. The dispatch service fees are based on the following two factors:
 - a. The base fee is derived from population percentages as articulated in subsection "i" below.
 - i. Base fee (10%) of overall budget distributed between Layton, Clearfield, the North Davis Fire District, and South Weber based upon population, where the populations of Clearfield, West Point, South Weber, and Sunset are pro-rated at 25% for fire service.
 - b. a usage fee derived from a 3-year call volume average.

7. Cost of Dispatch Service Fees. The dispatch service fees are based on the overall operations costs of the Layton PSAP, minus the E911 tax revenue, plus an additional 10% administrative overhead fee. As such, the Parties agree that that the numbers and analytical outcomes set forth in the following table are accurate and correct.

Table 1
2024-25 Cost of Annual Contract

Layton FY 24-25 Communications Division Budget	2,840,263
Less Estimated 911 revenue	-898,600
Net Budget from General Funds	1,942,263
10% Base Fee of Net Budget Amount	194,226
Layton Base Fee (Population Share * 10% Base Fee)	130,423
Clearfield Base Fee (Population Share * 10% Base Fee)	40,337
North Davis Fire District Base Fee (Population Share * 10% Base Fee)	20,260
South Weber Base Fee (Population Share * 10% Base Fee)	3,207
Net Budget from General Funds after Base Fee	1,748,037
Cost per call (3 Year Average)	27.29
Layton Usage Fee (Calls * Cost per call)	1,127,776
Clearfield Usage Fee (Calls * Cost per call)	496,601
North Davis Fire District Usage Fee (Calls * Cost per call)	113,809
South Weber Base Fee (Calls * Cost per call)	9,850
Total Layton	1,258,199
Total Clearfield	536,938
Total NDFD	134,069
Total South Weber	13,057

Note: Population totals for Clearfield, West Point, South Weber, and Sunset are pro-rated at 75% for Law Enforcement dispatching, and 25% for Fire dispatching.

8. Early Termination. Either party may terminate this agreement prior to the end of the term described in Section 1 by providing written notice to the other Party of the intent to terminate. The notice must specify the date on which the terminating Party intends for the termination to occur, but that date must be at least 12-months after the date the notice is received by the non-terminating party.

9. Invoicing Dispatch Services. Layton will prepare an itemized budget proposal for dispatch services on or before April 15th of every year. This allows South Weber to review the dispatch service proposal with the South Weber budget committee and elected officials. Dispatch service invoicing will be prepared on or before July 1st of every year.

10. Potential Expansion. This Agreement does not preclude either party from participating in discussions relating to the potential future physical dispatch consolidation of multiple

jurisdictions within, or adjacent to, Davis County. Both parties anticipate that mutual consent to any expansion of the future interlocal agency agreement will also be part of the future agreement governing that entity.

11. Unforeseen Conditions and Acts of God. This Agreement is subject to force majeure, including without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor-strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the Parties. The Parties hereto shall not be held responsible for reasonable delays caused by such events but shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance.
12. Remedies on Default. In addition to all other rights available according to law, if either Party defaults by failing to substantially perform any material provision, condition of the Agreement (including without limitation the failure to make a monetary payment when due), the other Party may elect to terminate this Agreement if the default is not cured within fourteen (14) days after providing written notice to the defaulting Party. The notice shall describe in sufficient detail the nature of the default.
13. Relationship of the Parties. The provisions of this Agreement are not intended to create, nor shall they be deemed or construed to create any joint venture, partnership, or other relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the Parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee, or representative of the other Party, unless otherwise stated in this Agreement.
14. Indemnification: Each Party agrees to indemnify and hold the other Party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of the Party in connection with any activity contemplated by this Agreement.
15. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed below or to such other address as one Party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

Layton Police
Attn: Communications Manager
429 N Wasatch Dr.
Layton, UT 84041

South Weber Fire
Attn: Fire Chief
7365 S 1375 E
South Weber, UT 84405

16. Entire Agreement. This Agreement contains the entire Agreement of the Parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representative successors, and assigns.

17. Waiver. No waiver by either Party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a Party upon another's default shall prevent that Party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.
18. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. Amendment. This Agreement may be modified or amended only if made in writing and signed by both Parties.
20. Applicable Law. This Agreement shall be governed by the laws of the State of Utah.
21. Assignment. No Party may assign or transfer this Agreement without the prior written consent of the other Party.
22. Dispute Resolution. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiations, the Parties may resolve the dispute first using mediation. Any controversies or disputes arising out of or relating to this Agreement, may be submitted to mediation in accordance with any statutory rules in the State of Utah, if any. If mediation does not successfully resolve the dispute, the Parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
23. Venue. The Parties agree that the venue for any lawsuit brought in a court of law or equity in relation to this Agreement shall be the Second Judicial District Court located in Davis County, State of Utah.
24. Costs and Expenses of Enforcement. If either Party fails to carry out its obligations hereunder, the Party in default shall pay all costs and expenses incurred by the other Party in enforcing its rights or in obtaining redress for the breach. In the event such redress involves filing a suit or a judicial appeal the prevailing Party shall be entitled to attorneys' fees.
25. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first set forth above.

SOUTH WEBER CITY

LAYTON CITY

By: _____
David Larson, City Manager

By: _____
Joy Petro, Mayor

Date: _____

Date: _____

Attest:

Attest:

Lisa Smith, City Recorder

Kimberly Read, City Recorder

Approved to Legal Form:

Approved to Legal Form:

Jayme Blakesly, City Attorney

Clint Drake, City Attorney