

RESOLUTION 26-17

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

WHEREAS, Layton operates an Emergency Communications Center (ECC) receiving emergency and non-emergency calls and dispatching public safety resources; and

WHEREAS, a centralized ECC promotes efficiency, fiscal responsibility, and improved safety outcomes for both citizens and responders; and

WHEREAS, an agreement outlines all parties responsibilities and standardizes practices;

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

Section 1. Approval: The Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services as attached in **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Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.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 26th day of May 2026.

Roll call vote is as follows:

Council Member Halverson	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Petty	<input type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Dills	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Davis	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST
Council Member Winsor	<input checked="" type="radio"/> FOR	<input type="radio"/> AGAINST

Excused



Rod Westbroek
Rod Westbroek, Mayor

Lisa Smith
Attest: Lisa Smith, Recorder

INTERLOCAL COOPERATION MASTER AGREEMENT REGARDING REGIONAL DISPATCH SERVICES

This Interlocal Cooperation Master Agreement Regarding Regional Dispatch Services (this “Master Agreement”) is entered into pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the “Act”), by and between Layton City, a municipal corporation of the State of Utah (“Layton”), and those municipal corporations, counties, state agencies, and special service districts that execute a joinder or addendum to this Master Agreement (each an “Agency”, collectively the “Agencies”).

Layton and each Agency may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Layton operates an Emergency Communications Center (“ECC”) capable of receiving 9-1-1 and non-emergency calls and dispatching public safety resources;

WHEREAS, certain municipal, county, and special service district agencies desire to obtain dispatch services through a consolidated, regional emergency communications system;

WHEREAS, the Parties agree that a centralized ECC promotes efficiency, interoperability, fiscal responsibility, and improved public safety outcomes for residents and first responders;

WHEREAS, the Parties desire to establish a master interlocal framework under which participating agencies may become bound through execution of agency-specific addenda, without requiring separate execution of this Master Agreement by each participating agency;

WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into this Master Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

PURPOSES

The purposes of this Master Agreement include the following:

- 1.1 Provide efficient, high-quality, and cost-effective public safety dispatch services on a regional basis.
- 1.2 Standardize, to the extent practicable, dispatch related policies, procedures, and operational practices within the agencies served, as they apply to dispatch services.

- 1.3 Establish an advisory governance structure to provide input and recommendations on service delivery, dispatch policies and procedures, budgets, and capital planning.
- 1.4 Create a fair, equitable, transparent, and scalable fee structure for dispatch services.
- 1.5 Allow for the orderly addition and removal of participating agencies without impairing ECC operations.

DEFINITIONS

- 2.1 “Member Agency” means an Agency that participates in the governance structure established by this Master Agreement.
- 2.2 “Contract Agency” means an Agency that receives dispatch services pursuant to an agency-specific addendum but does not participate in governance.
- 2.3 “Addendum” means an agency specific agreement incorporating this Master Agreement by reference.
- 2.4 “Consensus” means eighty percent (80%) of participating Member Agencies.
- 2.5 “Chief Administrative Officer” means the individual designated by a Member Agency as its principal executive or administrative representative. Such individual may include a city manager, district director, sheriff, or other appointed administrator. If a Member Agency operates under a form of government in which executive authority is vested in an elected official, the governing body may designate either such elected official or an appointed administrative representative to serve in this capacity for purposes of this Agreement.
- 2.6 “Weighted Vote” means a vote based on the proportional dispatch services assessment to each Member Agency for the current year.

GOVERNANCE STRUCTURE

3.1 Operational Authority

- 3.1.1 Whenever possible, operational decisions shall be made by operational leaders, in the best interests of the ECC, the Member Agencies, Contract Agencies, and the residents. Layton retains sole authority over the management, staffing, supervision, training, and day-to-day operation of the ECC. This Master Agreement does not create, and shall not be construed to create, a separate legal entity, joint venture, partnership, or other joint organization under the Utah Interlocal Cooperation Act or otherwise. Layton shall serve as the sole administering agency for the

Emergency Communications Center, and all authority, responsibility, and control not expressly delegated in this Master Agreement shall remain with Layton.

3.2 User Advisory Groups

3.2.1 Composition: Two User Advisory Groups are established.

- (1) Law Enforcement User Advisory Group
- (2) Fire User Advisory Group

3.2.2 Each Member Agency and Contract Agency may appoint one operational level representative to the applicable group. The User Advisory Groups shall:

- (1) Provide input and recommendations regarding dispatch protocols, procedures, policies, service levels, and systems.
- (2) Strive for Consensus.
- (3) Where Consensus cannot be achieved, matters may be referred to the Member Advisory Group.
- (4) Meetings shall occur at least quarterly and be facilitated by ECC personnel in an ex officio capacity.

3.3 Member Advisory Group

3.3.1 Composition: One chief-level law enforcement or fire official from each Member Agency.

3.3.2 The Member Advisory Group will meet at least quarterly. If there are action items from the User Advisory Group Meeting, then the Member Advisory Group shall meet within thirty (30) days of the last User Advisory Group Meeting. The Member Advisory Group may select a Chair and Vice Chair, if necessary, and adopt procedures.

3.3.3 Duties include:

- (1) Reviewing matters and providing input and recommendations (regarding policies and procedures) for service delivery changes affecting user groups.
- (2) Resolving disputes (regarding service delivery) referred by User Advisory Groups.
- (3) Reviewing and providing input on the annual budget, fee structure, and capital plans.
- (4) The Member Advisory Group will strive for Consensus. Unresolved matters may be referred to the Budget Advisory Group.

3.4 Budget Advisory Group

- 3.4.1 Composition: One Chief Administrative Officer representative from each Member Agency.
- 3.4.2 Meetings: The Budget Advisory Group will meet at least annually.
- 3.4.3 Duties include:
 - (1) Reviewing the annual ECC budget and five-year capital improvement plan.
 - (2) Making recommendations to the Layton City Manager and Layton City Council.
 - (3) Acting on matters referred by the Member Advisory Group.
- 3.4.4 Voting: The Budget Advisory Group will strive for unanimity. In the event unanimity is not achieved, the Budget Advisory Group will strive for Consensus. If Consensus is not reached, decisions shall be made by a simple majority Weighted Vote.
- 3.4.5 Quorum: A quorum is defined as a majority of the members of the Budget Advisory Group but must include representation from all three Member Agencies with lengthy experience in ECC operation so long as they remain Member Agencies: Layton, Clearfield, and Davis County.

FEES AND FUNDING

- 4.1 General Principles: Member Agencies share the common goal or desire to provide high quality dispatch services. To achieve this goal the ECC requires adequate funds for personnel, equipment, and training. Member Agencies shall contribute equitably to the cost of ECC operations sufficient to maintain appropriate staffing, equipment, and training. These funds may only be used for services reasonably related to public safety dispatch.
- 4.2 9-1-1 Revenue: Upon execution of this Master Agreement, Member Agencies operating a Public Safety Answering Point (PSAP) or ECC shall request redirection of applicable 9-1-1 fee revenue to Layton's 9-1-1 Restricted Accounts.
- 4.3 Fee Methodology: The fee methodology for Member Agencies is broken into two parts.
 - 4.3.1 A law enforcement fee and a fire usage fee, applied to the amount not covered by 9-1-1 revenue.
 - 4.3.2 The law enforcement fee represents seventy five percent (75%) of the total amount not covered by 9-1-1 revenue, multiplied by the proportional number of budget-approved full-time, certified sworn officer positions as of September 1 of the preceding year..

- 4.3.3 In the event a participating law enforcement agency experiences a material change in sworn staffing after the September 1 date used for the fee calculation, the affected agency, Layton, or the Budget Advisory Group may request review of the allocation. A “material change” means an increase or decrease of more than ten percent (10%) of the agency’s full-time sworn officer positions used for the calculation under Section 4.3.2. Upon review, the Budget Advisory Group may recommend an adjustment to the allocation methodology or fee for the affected fiscal year, subject to approval consistent with this Agreement.
- 4.3.4 The fire usage fee represents twenty five percent (25%) of the total amount not covered by the 9-1-1 revenue, multiplied by the proportional number of a rolling 3-year average of case numbers, as reported in the Davis Area Public Safety System (DAPSS).
- 4.3.5 Layton may rely on the official adopted budget of each agency as documentation of the number of full-time sworn officer positions used in the calculation.

4.4 Budget Adoption and Invoicing

- 4.4.1 The ECC will provide good faith preliminary estimates of the anticipated fee by December 31. Agencies operating on an alternative budget cycle may submit a written request to the ECC for an adjusted delivery date.
- 4.4.2 Final approval of annual dispatch fees will be upon adoption of the budget by the Layton City Council in June (or in August in the case of Truth in Taxation).
- 4.4.3 In the event the final approved annual dispatch fee differs by more than $\pm 5\%$ from the preliminary good-faith estimate provided under Section 4.4.1, Layton shall provide a written explanation to the Member Agencies detailing the reasons for the difference.
- 4.4.4 Invoicing by Layton to Member and Contract Agencies shall occur quarterly with the annual dispatch fee divided into four (4) equal installments during the applicable fiscal year (for cities and special districts) or calendar year (for Davis County). Should a Member or Contract Agency finalize its budget prior to the finalization of Layton’s budget, and the Layton budget includes an increase of more than 5% above the good faith estimate, the Member or Contract Agency shall only pay a 5% increase for that current year and shall pay the remaining percentage the following year in addition to the regularly assessed fee.

- 4.4.5 Layton City will provide an accounting of the budget and expenditures at least annually, or upon the request of the Budget Advisory Group.
- 4.4.6 Payment of each invoice shall be due within thirty (30) days of receipt. Any amount not paid within thirty (30) days shall accrue interest at a rate of two percent (2%) per annum until paid.
- 4.5 Excess Funds. In the event budget expenditures are less than budget assessments in a given year, the excess operational funds shall be retained in a special revenue fund and may include up to two months of operating expenses, with remaining balances credited toward future assessments.
- 4.6 Annual Report. Layton shall provide the annual report to the Member Advisory Group and Budget Advisory Group.

CAPITAL REPLACEMENT AND SPECIAL IMPROVEMENT FUND

- 5.1 The ECC has certain infrastructure that will need to be replaced over time, and/or new services or equipment to enhance the services delivered to the public and Member Agencies may become necessary. ECC personnel will establish a Capital Replacement and Special Improvement Schedule for major cost centers. The Member Advisory Group and Budget Advisory Group will review the Capital Replacement and Improvement Plan and assess a percentage fee for each Member Agency to set aside for future needs. These funds will be held separately from operational funds. Any interest or investment earnings generated from these funds shall be retained within the Capital Replacement and Special Improvement Fund and shall not be used for operational expenses.

OWNERSHIP OF PROPERTY

- 6.1 Except as otherwise expressly provided in writing:
 - 6.1.1 Each Member and Contract Agency shall retain sole ownership of all vehicles, apparatus, radios, mobile data terminals, equipment, and other tangible or intangible property owned or acquired by that agency for its own public safety operations.
 - 6.1.2 All real and personal property, infrastructure, systems, equipment, software, licenses, and other assets acquired, leased, licensed, maintained, or replaced using funds budgeted or expended by Layton for the ECC, including assets funded in whole or in part by dispatch service fees, shall remain the sole and exclusive property of Layton.

- 6.1.3 Nothing in this Master Agreement shall be construed to create joint ownership of any property or asset, or to confer upon any Member or Contract Agency any ownership interest in the ECC or its assets.

ADDITION OF NEW AGENCIES

- 7.1 Agencies seeking dispatch services shall submit a letter of intent to the ECC Director.
- 7.2 Layton shall prepare an impact assessment and recommendation to the Budget Advisory Group. The Budget Advisory Group shall review and make recommendations to the Layton City Council regarding the addition of a new agency. Final approval shall be given by the Layton City Council.
- 7.3 All onboarding costs shall be borne by the requesting agency.
- 7.4 New agencies shall begin participation by adopting this Master Agreement by executing an agency specific Addendum.

TERM, TERMINATION, AND WITHDRAWAL

- 8.1 This Master Agreement shall become effective upon execution by Layton and adoption by its governing body. The initial term of this Master Agreement shall be three (3) years. Thereafter, the Master Agreement shall automatically renew on an annual basis unless terminated as described herein. Additional Agencies may become Parties to this Master Agreement by executing an agency-specific Addendum.
- 8.2 A Member or Contract Agency may terminate its participation in this Master Agreement and withdraw effective as of June 30 of any year upon providing not less than eighteen (18) months prior written notice. Termination and withdrawal shall not release the Member or Contract Agency from any duties, liabilities, or financial obligations accrued or incurred prior to and through the effective date of termination.
- 8.3 Upon termination of this Master Agreement with respect to any Member or Contract Agency, or upon termination of this Master Agreement in its entirety, no jointly owned property shall exist. All real and personal property, infrastructure, equipment, software, systems, and capital assets used in connection with the Emergency Communications Center shall remain the sole property of Layton City, unless otherwise expressly agreed to in writing. Any prepaid fees or assessments shall be addressed in accordance with the fee provisions of this Master Agreement.

AMENDMENTS

- 9.1 This Master Agreement may be amended upon:
 - (1) Approval by two-thirds Weighted Vote of the Budget Advisory Group; and

- (2) Ratification by the governing bodies of Member Agencies representing at least two-thirds of the total weighted allocation. For purposes of this ratification, each Member Agency's governing body shall vote as a single unit, and the internal vote breakdown of that governing body shall not affect the weighted allocation.

LIABILITY, INDEMNIFICATION, AND GOVERNMENTAL IMMUNITY

- 10.1 No Waiver of Governmental Immunity. Nothing in this Master Agreement shall be deemed or construed to waive, modify, or limit any immunity, defense, or limitation of liability available to any Party under the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101 et seq. ("UGIA"), or other applicable law. All such rights, defenses, and immunities are expressly reserved.
- 10.2 Separate Responsibility. Each Party shall be solely responsible for its own acts or omissions, and the acts or omissions of its officers, employees, agents, and volunteers, arising out of or related to the performance of this Master Agreement. No Party assumes responsibility for the acts or omissions of any other Party.
- 10.3 Indemnification to the Extent Permitted by Law. To the extent permitted by Utah law, each Party agrees to indemnify and hold harmless the other Parties, and their respective officers, employees, and agents, from and against claims, demands, damages, losses, or expenses arising out of the indemnifying Party's negligent acts or omissions in the performance of this Master Agreement.
- 10.4 No Joint Employment or Agency. Nothing in this Master Agreement shall be construed to create an agency, partnership, joint venture, or joint employment relationship between Layton and any Member or Contract Agency, nor shall it be construed to create a joint powers entity, joint employer relationship, or shared liability arrangement among the Parties.. Employees of Layton providing dispatch services shall always remain solely employees of Layton.

CJIS COMPLIANCE AND DATA BREACH RESPONSIBILITY

- 11.1 CJIS Compliance. Each Party acknowledges that the ECC accesses and processes Criminal Justice Information ("CJI") and agrees to comply with all applicable federal and state laws and the FBI Criminal Justice Information Services ("CJIS") Security Policy, as amended from time to time, to the extent applicable to that Party's personnel, systems, and operations.
- 11.2 Access Control and Training. Each Party is responsible for ensuring that its personnel who access CJI satisfy all applicable CJIS background check, security awareness training, and access requirements, and that access to CJI is limited to authorized personnel only.

- 11.3 CJIS Data Breach Notification. In the event of any suspected or confirmed unauthorized access, disclosure, or breach of CJIS (“CJIS Data Breach”), the Party discovering the CJIS Data Breach shall notify Layton and any affected Parties without unreasonable delay and shall cooperate in good faith in any investigation, mitigation, remediation, or notification efforts required by applicable law or CJIS policy.
- 11.4 Responsibility for CJIS Data Breaches. Each Party shall be responsible for CJIS Data Breaches caused by the acts or omissions of its officers, employees, agents, contractors, or systems. No Party shall be responsible for a CJIS Data Breach caused solely by the acts or omissions of another Party.
- 11.5 Limitation of Liability. Nothing in this Section 11 shall be construed to create liability, require indemnification, or impose financial responsibility beyond that permitted by the Utah Governmental Immunity Act or other applicable law.
- 11.6 No Waiver of Immunity. Nothing in this Section shall be deemed to waive or limit any immunity, defense, or protection available to any Party under the Utah Governmental Immunity Act.

GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT

- 12.1 This Master Agreement and the Parties are subject to the Government Records Access and Management Act “GRAMA”. The Parties acknowledge and accept the following procedures for processing requests under GRAMA.
- 12.2 Layton shall have ownership of all call records. A call record consists of the phone call received by the dispatch operator and the associated CAD notes.
- 12.3 The Party who responds to the dispatch call shall own all other corresponding case records.
- 12.4 The Parties shall create, maintain, classify, retain, and dispose of its own records in compliance with GRAMA. No Party shall be responsible for another Party’s compliance with GRAMA.

LEGAL REVIEW

- 13.1 This Master Agreement has been reviewed by legal counsel for each Party as to form and legality pursuant to the Utah Code.

GOVERNING LAW

- 14.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

VENUE AND JURISDICTION

- 15.1 Any legal action arising out of or relating to this Master Agreement shall be brought in a court of competent jurisdiction located within the State of Utah, with venue lying in Davis County, Utah.

CONFLICTS AND ORDER OF PRECEDENCE

- 16.1 In the event of a conflict between this Master Agreement and any agency-specific addendum or contract entered into pursuant to this Master Agreement, this Master Agreement shall control unless the addendum or contract expressly states an intent to supersede a specific provision of this Master Agreement.

DISPUTE RESOLUTION AND ATTORNEYS' FEES

- 17.1 The Parties agree to make good-faith efforts to resolve disputes arising under this Master Agreement through informal discussions between executive-level representatives before initiating litigation. The parties may, but are not required to, participate in mediation to resolve any issues arising out of this Master Agreement.
- 17.2 Except as otherwise expressly required by law, each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with any dispute arising out of or relating to this Master Agreement.

INTERLOCAL AGREEMENT

- 18.1 Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this Master Agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.
- 18.2 Each individual signing this Master Agreement on behalf of a Party hereby represents and warrants through his or her signature, that the execution of this Master Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that signed copy of this Master Agreement will be filed with the keeper of public records of such Party pursuant to Section 11-13-209 of the Cooperation Act. For Agencies participating pursuant to an agency-specific Addendum, approval of such Addendum by the Agency's governing body shall constitute approval for purposes of the Interlocal Cooperation Act.


18.3 For any Agency participating in this Master Agreement pursuant to an agency-specific Addendum, approval and execution of such Addendum by the Agency's governing body shall constitute approval of this Master Agreement for purposes of the Utah Interlocal Cooperation Act, including Sections 11-13-202.5 and 11-13-209, Utah Code Annotated. Such Addendum, together with this Master Agreement as incorporated by reference, shall be deemed the interlocal Master Agreement of that Agency.




SOUTH WEBER CITY ACCEPTANCE:


DAVID LARSON, City Manger

ATTEST:


LISA SMITH, City Recorder

Approved as to Form:


JAYME BLAKESLEY, Attorney

STATE OF UTAH
COUNTY OF DAVIS §

On this 27th day of May, 2026, personally appeared before me David Larson, who duly acknowledged to me that he is the South Weber City Mayor, and that the document was signed by him in behalf of the City, and David Larson acknowledged to me the City executed the same.




NOTARY PUBLIC