

# WEST BOUNTIFUL CITY

RESOLUTION #575-25

## A RESOLUTION AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND WEST BOUNTIFUL CITY FOR DISPATCH SERVICES

**WHEREAS**, the Utah Interlocal Cooperation Act, codified at Utah Code Ann § 11-13-101, et seq., as amended, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

**WHEREAS**, Bountiful City, through its police department, operates a 911 Communications Dispatch Center that provides dispatch services within the limits of Davis County; and

**WHEREAS**, in accordance with the terms and conditions of the Act, Bountiful City and West Bountiful City Desire to cooperate regarding the provision of dispatch services, as more particularly described in the Interlocal Cooperation Agreement between Bountiful City and West Bountiful City, attached hereto as Exhibit A; and

**WHEREAS**, West Bountiful City and Bountiful City have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement as provided herein;

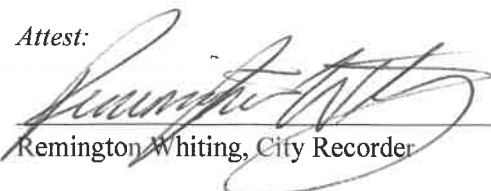
**NOW THEREFORE, BE IT RESOLVED** by the City Council of the West Bountiful City that the Interlocal Cooperation Agreement Between Bountiful City and West Bountiful for Dispatch Services attached as Exhibit A, be approved.

Passed and approved by the City Council of West Bountiful City this 5<sup>th</sup> day of August 2025.

  
Ken Romney, Mayor

Voting by the City Council:	Aye	Nay
Council member Ahlstrom	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council member Butterfield	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council member Enquist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council member Nielsen	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Council member Preece	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest:

  
Remington Whiting, City Recorder



**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN BOUNTIFUL CITY AND WEST BOUNTIFUL  
FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this 1st day of September 2025 by and between the City of Bountiful, a Utah municipal corporation ("Bountiful"), and West Bountiful City, a Utah municipal corporation ("West Bountiful").

**RECITALS**

WHEREAS, Bountiful and West Bountiful are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, *et seq.*, as amended; and

WHEREAS, the Utah Interlocal Cooperation Act provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions; and

WHEREAS, Bountiful, through its 911 Communications Dispatch Center (the "Center") operated by the Bountiful Police Department, provides dispatch services within the limits of Davis County; and

WHEREAS, Bountiful and West Bountiful desire to enter into an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and West Bountiful have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services. Bountiful, through its Police Department and Center, shall provide dispatch services and emergency dispatch services to West Bountiful for police, fire, and emergency medical services, twenty-four hours a day, seven days a week, three hundred sixty-five days per year (or three hundred sixty-six days during Leap Year). Dispatching services shall include receiving calls for service and dispatching response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing incident reports. These services shall include or be subject to the following provisions:

- a. Dispatch services will be dispatched over the radio, through the use of the CAD system, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.

- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- c. Bountiful, through its Police Department and Center and its CAD system, will maintain a record of all telephone and radio calls involving West Bountiful and record all call times and radio transmissions of the appropriate police, fire, and emergency medical services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, *et seq.*, as amended.
- d. Bountiful, through its Police Department, Center, and systems, shall maintain interoperability with West Bountiful's records management system. West Bountiful will reimburse Bountiful for reasonable costs associated with changes to West Bountiful's records management system during the term of this Agreement.
- e. Bountiful agrees to provide adequate staffing to the Center.
- f. Bountiful agrees to provide an adequate physical location for the Center.

2. Equipment. All equipment within the Center shall be provided by and is the sole property of Bountiful. As the owner of the equipment, Bountiful shall derive all profits and losses from the equipment. West Bountiful shall be responsible for providing the necessary equipment in West Bountiful vehicles to communicate with the Center. Such equipment in West Bountiful vehicles shall be the sole property of West Bountiful, and West Bountiful shall derive all profits and losses from such equipment. On or after the Effective Date of this Agreement, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:

- a. Before any equipment is connected to Bountiful's dispatch system, the entity responsible for such equipment shall provide all requested records relating to the equipment and obtain written approval from the Bountiful Information Systems Director, Utah Communications Authority, and any applicable radio vendor.
- b. It shall be the sole obligation and responsibility of the entity responsible for the dispatching equipment to adequately and reasonably maintain any and all equipment necessary for the Center to carry out its duties as detailed in this Agreement effectively. This obligation includes but is not limited to entering into third-party maintenance agreements that cover any equipment owned or leased by the entity responsible for the equipment. Any and all financial or other obligations under such an agreement shall be the sole responsibility of the entity responsible for the equipment.
- c. Except in the case of an emergency, West Bountiful shall arrange access to the dispatching equipment with Bountiful through the Bountiful Police Department and the Center at least twenty-four (24) hours in advance. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to

Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), West Bountiful shall pay Bountiful for the services described in this Agreement as follows:

- a. Twenty-Eight Thousand Two Hundred and Seventy Nine Dollars and Thirty Two Cents (\$28,279.32) per year for the utilization of the Center and services as described herein ("Annual Compensation"). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a quarterly invoice from Bountiful.
- b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of West Bountiful. West Bountiful agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as reasonably necessary in seeking, obtaining, and receiving said fees.
- c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, September 1, 2025 (the "Effective Date").

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from September 1, 2025.

6. Termination of Agreement. This Agreement may be terminated prior to the completion of any term by any of the following:

- a. Mutual written Agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and
  - i. Thirty (30) calendar days after the non-breaching Party sends a demand to the breaching Party to cure such material breach, and

the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty (30) calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty (30) calendar day period and thereafter continuously and diligently pursues the cure to completion; and

- ii. After the notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
- c. By either Party, with or without cause, six (6) months after the terminating Party sends a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

7. Notices. Any notices that may or must be sent under the terms and provisions of this Agreement should be delivered by hand delivery or by United States certified mail, postage prepaid, as follows, or as subsequently amended in writing:

Bountiful City  
Attn: City Manager  
790 South 100 East  
Bountiful, UT 84010

West Bountiful City  
Attn: City Manager  
550 North 800 W,  
West Bountiful, UT 84087

Notice will be deemed received upon delivery or, in the case of mailing, three days after deposit in the United States mail or upon receipt, whichever comes first.

8. Indemnification and Hold Harmless. The Parties agree to indemnify and hold harmless the other Party as follows:

- a. West Bountiful, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and any person or persons under the supervision, direction, or control of the City (collectively, the "West Bountiful Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of West Bountiful or the West Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall

limit or waive any liability that West Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of West Bountiful or the West Bountiful Representatives.

- b. Bountiful, for itself, and on behalf of the Bountiful Representatives, agrees and promises to indemnify and hold harmless West Bountiful, as well as the West Bountiful Representatives, from and against the Claims that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Bountiful or the Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Bountiful or the Bountiful Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, as set forth in Utah Code §§ 63G-7-101, et seq., as amended, and nothing herein is intended to waive or modify any rights, defenses, or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party. They shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and defend the action of its own employees, negligent or otherwise, pursuant to this Agreement's provisions.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

12. Employees and Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. While providing or performing services under this Agreement, Bountiful employees shall be deemed employees of Bountiful for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits. West Bountiful employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of West Bountiful for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits.

13. Waivers or Modification. No waiver or modification of any of the provisions of this Agreement or any breach thereof shall constitute a waiver or modification of any other provision or breach, whether or not similar, and no such waiver or modification shall constitute a

continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

14. Binding Effect, Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives, and to all persons or entities claiming by, through, or under them. This Agreement, including all attachments, if any, constitutes and represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties regarding such subject matter that are not set forth herein. This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provision hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God; acts of the United States Government or the State of Utah Government; fires; floods; strikes; lock-outs; inability to procure materials; failure of power; inclement weather; restrictive governmental laws, ordinances, rules, or regulations; delays in or refusals to issue necessary governmental permits or licenses; riots; insurrection; wars; or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then the performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability of the delayed Party.

16. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

17. Choice of Law, Jurisdiction, Venue. All matters, disputes, and claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation, or validity (including non-contractual matters, disputes, and claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof; and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or

render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement that are not invalid, prohibited, or unenforceable shall remain in full force and effect.

19. Remedies for Breach of This Agreement. In the event of a material breach of this Agreement by either Party, the non-breaching Party may pursue all remedies provided herein or available at law or in equity, including specific performance. It is expressly understood and agreed that the terms and provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law unless specifically set forth herein.

20. No Third-Party Beneficiaries. The Parties enter into this Agreement for the exclusive benefit of the Parties and their respective successors, assigns, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third Party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, Bountiful is expressly authorized by West Bountiful to continue or enter into similar agreements with any or all of the other cities or other governmental or quasi-governmental entities located within Davis County.

21. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

22. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

23. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed for or against any party, regardless of which Party drafted this Agreement or any part hereof. The headings and captions of the various paragraphs of this Agreement are for convenience of reference only. They shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement. Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall be deemed to include the plural and pronouns of one gender or the neuter shall be deemed to include the equivalent pronouns of the other gender or the neuter.

24. Counterparts. Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile or e-mail shall have the same force and effect as original signatures.

WHEREFORE, the Parties hereto have executed this Interlocal Cooperation Agreement on the dates indicated below to be effective as of the date first written above.

West Bountiful City



Ken Romney  
West Bountiful City Mayor  
Dated: \_\_\_\_\_

ATTEST:

Remington Whiting  
West Bountiful City Recorder

Approved as to form and legality:

Stephen B. Doxey  
West Bountiful City Attorney

Bountiful City

Kendalyn Harris  
Bountiful City Mayor  
Dated: \_\_\_\_\_

ATTEST:

Sophia Ward  
Bountiful City Recorder

Approved as to form and legality:

Brad Jeppsen  
Bountiful City Attorney