INTERGOVERNMENTAL DISPATCH AGREEMENT
BETWEEN THE BOARD OF COMMISSIONERS OF ELBERT COUNTY,
ON BEHALF OF THE ELBERT COUNTY SHERIFF'S OFFICE,
AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY,
ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE

THIS INTERGOVERNMENTAL DISPATCH AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2018, by and between the **BOARD OF COMMISSIONERS OF ELBERT COUNTY**, a Colorado County ("Elbert County"), on behalf of the **ELBERT COUNTY SHERIFF'S OFFICE** ("ECSO") and the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, a Colorado County ("Douglas County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** ("DCSO"), (ECSO, Elbert County, Douglas County and DCSO also referred to collectively as "Parties" or singularly as "Party").

RECITALS

WHEREAS, Douglas County owns and operates, through DCSO, a communications and dispatch center for law enforcement and emergency service providers ("Dispatch Center"); and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1, Title 29, C.R.S., encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, ECSO and DCSO entered into an Intergovernmental Agreement for ECSO to secure from DCSO emergency response communications and dispatch and non-emergency dispatch services beginning January 1, 2015 and ending on December 31, 2018; and

WHEREAS, ECSO now desires to enter into an intergovernmental agreement to secure from DCSO, and DCSO desires to provide emergency response communications and dispatch and non-emergency dispatch services to ECSO for the period beginning January 1, 2019 and ending December 31, 2022, with an annual update of Exhibit C – Cost of Services.

NOW, THEREFORE, in consideration of these premises and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. <u>Dispatch Services</u>.

A. <u>Dispatch Center</u>. Through its Dispatch Center located at 4000 Justice Way, Castle Rock, Colorado, DCSO shall provide dispatch services as outlined herein to ECSO. The Douglas County Sheriff's Office retains all authority over the personnel who are assigned and working in the DCSO Dispatch Center and performing services related to this agreement.

B. <u>Services</u>. DCSO shall provide to ECSO emergency response communications and dispatch services. DCSO shall dispatch the appropriate ECSO staff to any and all emergency and non-emergency incidents requiring such response, in accordance with standard operating procedures ("SOP") previously established by the DCSO Dispatch Center. The Dispatch

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Center will answer ECSO's 911 calls and calls to all published ten-digit emergency telephone numbers. Calls not requiring immediate public safety response will be referred back to the administrative telephone line(s).

The Elbert County Sheriff's Office shall provide its respective constituents and DCSO with at least one administrative telephone line number. After business hours, this administrative telephone line may be forwarded to the DCSO Communications Center. All non-emergency phone calls shall be referred to the administrative telephone number, rather than the ten-digit emergency phone number. This shall include any agency telephone trees and individual personnel and voice mail referral extensions.

C. Reports. Upon request, DCSO shall provide ECSO a report on emergency dispatch service calls. The DCSO computer-aided dispatch ("CAD") system has a variety of standard reports available for ECSO's use. If such standard reports are deemed to be inadequate, DCSO can provide assistance in customizing reports to meet the needs of ECSO.

D. Ownership of Records and Data. It is mutually acknowledged that ECSO as a member of the Elbert County Communications Authority, (ECCA), would utilize the CAD software sub-license from New World Systems, Inc., purchased and maintained by ECCA. Any and all Dispatch Center records pertaining to ECSO emergency dispatch services shall be owned by ECSO. ECSO shall have access to all such data and audio recordings maintained by the Dispatch Center for use in internal analysis and crime investigations. It is the responsibility of ECSO to provide any criminal justice records for case filing purposes directly to the respective court(s) or district attorney's office(s). No ECSO records shall be disposed of without prior written authorization from ECSO.

1. Public Records Requests. Any public records request pertaining to ECSO shall be forwarded by DCSO to ECSO in accordance with state law. The right of access granted to ECSO by this Agreement, shall survive termination of this Agreement with respect to all data and records created during the period of time which this Agreement is in effect, unless such data has been removed from DCSO's servers and archived in accordance with a written directive from ECSO.

2. Records Requests Pertaining to ECSO. It is anticipated that ECSO shall have the capability to independently access its respective data as necessary. In the event that such data cannot be retrieved, DCSO shall assist ECSO to ensure all required data is made available.

II. Method of Operation.

A. Dispatch Procedures. It is mutually acknowledged that ECSO will utilize existing DCSO SOPs. In addition, ECSO shall be expected to follow the "Business Rules" pertaining to dispatching for ECSO, which are set forth in Exhibit A, attached hereto and made a part hereof by this reference.

The Dispatch Center shall provide dispatch services in accordance with the "Dispatch Performance Standards," as set forth in Exhibit B, attached hereto and made a part hereof by this reference.

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B. Dispatch Center Operational Issues. The Parties shall each appoint a representative responsible for communicating any and all issues which may not be addressed in the DCSO SOPs, the Business Rules, and the Dispatch Performance Standards. Such representatives shall meet regularly to review operational procedures, Business Rules, and related issues and, if necessary, provide for appropriate changes to the SOP Manual or Business Rules, as the case may be.

III. Capital Equipment Purchases.

In the event that ECSO required additional Capital Equipment specific to dispatching for ECSO only, the purchase of any such equipment, would have to be mutually agreed upon by formal amendment to this agreement.

A. DCSO Capital Equipment. All purchases of Capital Equipment to maintain the general services of the Dispatch Center shall be made by, and such equipment shall be solely owned by, Douglas County. Such purchases shall include those necessary or desirable to provide dispatching services to all agencies receiving services from the Dispatch Center. Capital Equipment purchased by Douglas County to provide general dispatch services to all agencies shall remain the property of Douglas County.

B. ECSO Capital Equipment. ECSO shall pay vendors directly for any ECSO-specific data line installation costs or related charges, software maintenance, software licenses, or any other ongoing costs which specifically pertain to services provided to ECSO. In the event it is necessary for any network connectivity hardware or radio-related equipment to be purchased by ECSO and installed in the Dispatch Center, all costs of installation or removal, and all costs necessary to ensure non-interruption of Dispatch Center operations, shall be paid by ECSO.

IV. Contract Amount.

A. General. The formulation of the Annual Contract Amount for emergency response communications and dispatch services will be by mutual agreement of the Parties, as outlined in Exhibit C, attached hereto and made a part hereof by this reference.

B. Contract Amount. The contract amount will include the estimated number of ECSO law enforcement calls for service requiring dispatch and the projected number of traffic stops resulting in either a report or ticket being issued excluding certain law enforcement calls deemed to be "non-chargeable" calls. These "non-chargeable" law enforcement calls are specifically officer-initiated traffic stops that do not result in a ticket or report and citizen contacts, increased patrols, and business or building checks that result in no report being generated.

V. Payments.

A. Due Date. ECSO shall pay the annual 2019 base contract amount and the actual cost for traffic tickets issued in the previous quarter in four installments due and payable by April 30th, July 31st, October 31st and January 31st (for the previous quarter) of each year, as detailed in Exhibit C.

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B. Mid-Year Changes. Paragraph A., Section V, hereinabove, recognizes that the Parties may wish to add services or Capital Equipment at times other than the time outlined in Section IV, hereof. Costs of such additions shall be in addition to the Annual Contract Amount. The amount and timing of payments for Mid-Year Changes to the Annual Contract Amount shall occur only as agreed by the Parties and outlined in an updated Exhibit C.

VI. Term of the Agreement.

A. Term. This term of this Agreement shall become effective on January 1, 2019, and will end on December 31, 2022, subject to annual appropriations, the annual update of Exhibit C, and the termination provision below.

B. Termination. It is the express intent of the Parties that six (6) months' notice precede termination of this Agreement.

1. Termination by Failure to Appropriate. The Parties acknowledge that a failure of either Party to appropriate funds shall effect a termination of this Agreement. Therefore, the Parties agree that a failure by Elbert County to appropriate the Annual Contract Amount by no later than December 15th of the year preceding service shall be construed as the 180-day notice of termination. DCSO shall continue to make good faith efforts to provide dispatch services at the same level in effect for the prior year and at the same rate of compensation as the prior year, for at least 180 days after the date of failure to appropriate, or as otherwise agreed by the Parties.

2. Termination by Failure to Agree Upon the Annual Contract Amount. The Parties further acknowledge that failure to agree upon an Annual Contract Amount by October 15th or failure to fully execute this agreement before December 15th of the year preceding service shall effect a termination of this Agreement.

VII. Miscellaneous

A. Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, or sent by certified mail, postage prepaid to the Parties at the addresses as set forth on each signature page attached hereto, unless another address is certified to the other Party.

B. Insurance. Douglas County agrees to procure and maintain the following policies of insurance:

(1) Property Insurance to cover all County property; and

(2) Commercial General Liability Insurance with minimum combined/single limits of Two Million Dollars ($2,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate. This policy will also include errors and omissions coverage and name ECSO as "additional insured."

C. Existing Services. It is the intent of the Parties that the Dispatch Center, through the provision of dispatching services pursuant to this Agreement, shall maintain the level

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of services currently provided to other agencies to which DCSO currently provides dispatching services.

D. <u>No Third Party Beneficiaries</u>. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person or entity other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions and provisions in this Agreement. This Agreement and all covenants, terms, conditions and provisions in this Agreement, shall be for the sole and exclusive benefit of the Parties.

E. <u>Amendments</u>. Any amendments to this Agreement shall be in writing and executed with the same formality as this Agreement.

F. <u>Severability</u>. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, corporation, or circumstance of any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

G. <u>Duplicate Originals.</u> This Agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

H. <u>Governmental Immunity</u>. Nothing herein shall be construed or deemed as a waiver of any and all rights and immunities of any Party, any Director or officer or employee under the Colorado Governmental Immunity Act, codified at C.R.S. § 24-10-101, *et seq.* Further, nothing herein shall be construed as an indemnification between and among Parties hereto.

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ELBERT COUNTY

By: _____
Danny Willcox, Chair
Board of County Commissioners

Date: _____

ATTEST:

By: _____

Date: _____

By: _____
Sheriff Shayne Heap

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Attorney for Elbert County

DOUGLAS COUNTY

By: _____
Lora Thomas, Chair
Board of County Commissioners

Date: _____

ATTEST:

By: _____
Emily Wrenn
Deputy Clerk to the Board

Date: _____

By: _____
Sheriff Tony G. Spurlock

Date: _____

APPROVED AS TO CONTENT:

By: _____
Doug DeBord
County Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Kelly Dunnaway
Deputy County Attorney

Date: _____

APPROVED AS TO FISCAL CONTENT:

By: _____
Andrew Copland
Director of Finance

Date: _____

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EXHIBIT A
Business Rules

Radio Protocol

- ECSO will adopt DCSO's established radio procedures and terminology.
- A copy of the shift line-up and unit assignments will be faxed to dispatch prior to the start of each shift. In addition to signing units into CAD for the shift, this will give dispatch the necessary information should an emergency button be activated.
- Elbert County public safety agency officers and command staff will be available via all of the same communication devices that DCSO officers utilize (mobile & portable radio, pager or, cell phone or email).

Administrative

- ECSO officers or members/command staff will observe established chain of command when contacting dispatch members.
- Monthly, quarterly and annual statistical reports are formatted to meet required performance reporting which are available to each agency's administration. If additional reports are requested, they may be billed separately based on the related personnel hours necessary to prepare the report.
- All recording requests will be made through DCSO Records. Recordings will be provided to the requesting agency.
- ECSO will keep DCSO apprised of staff changes that impact radio identifiers and access to systems.
- ECSO will maintain all emergency contact information for ECSO staff with DCSO Dispatch.

CCIC

- ECSO will have their own connection with CBI and abide by CCIC/NCIC rules.
- ECSO will have a CCIC/NCIC coordinator.
- All non-urgent CCIC entries, to include ECSO warrant entries and stolen article entries, will be entered under the ECSO's ORI by ECSO personnel.
- ECSO reports requiring an urgent entry into CCIC will be faxed to dispatch one hour prior to the end of the shift of the officer requesting the entry. This will ensure timely entry and information verification by dispatch if needed. Periodic verification of entries will be conducted by dispatch with ECSO for accuracy.
- Dispatch will verify hot file entries.
- It is anticipated ECSO may need additional assistance with respect to CCIC, the Parties mutually acknowledge DCSO and ECSO shall develop a working relationship to provide such assistance, as necessary.

CAD/Radios/MDTs

- ECSO will have the ability to view and access CAD data from DCSO's "CAD Webview" product. DCSO will manage users and permissions based on the needs of the agency. It will be the responsibility of ECSO to update DCSO of active AND inactive users.
- ECSO will have access to DCSO assigned radio talk groups needed to conduct dispatching services. DCSO will remain the owner of these talk groups.

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- ECSO may be assessed the cost of programming its radios if it plans to use DCSO radio technicians for such programming. Currently Douglas County agencies pay a $35 fee per radio which includes one re-programming per year and one template change per year for these fees.
- ECSO may subscribe for MDT services that are available through the current CAD/Law Enforcement RMS software for law enforcement officers use in order to provide CCIC/NCIC messaging, Mobile CAD access, mapping and in car vehicle routing. The software license costs associated with such subscription are ECSO's responsibility. Computer hardware, hardware management and maintenance will be the responsibility of ECSO. Network connectivity will be through a point to point VPN managed by Douglas County Network, and Elbert County IT. DCSO will manage Mobile users and computer terminal IDs. It will be the responsibility of ECSO update DCSO of all active AND inactive users and registered Mobile computers. ECSO will ensure all CJIS Security Policy requirements are in place.

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EXHIBIT B
DISPATCH PERFORMANCE STANDARDS

1. Ring time (ring to answer time) for alarms shall be within fifteen (15) seconds ninety-five percent (95%) of the time and ninety-nine percent (99%) of alarms shall be answered within 40 seconds. [NFPA 1221 6.45.2]

2. The dispatch of the appropriate emergency services shall begin (to dispatch) within sixty (60) seconds after the first indication of an emergency received by wireline, ninety-five percent (95%) of the time. Alarms received by non-wire line calls will begin (to dispatch) within one hundred fifty (150) seconds after the first indication of an emergency. [NFPA 1221 6.4.3]

3. All operators assigned to fire dispatch positions shall meet the following training and certifications by 6 months following employment in center:
    - Telecommunicators shall meet the qualification requirements of NFPA 1061, Standard for Professional Qualifications for Public Safety Telecommunicator. [NFPA 1221 6.2.1]
    - Telecommunicators shall be trained in general emergency service operations and shall have access to information regarding the following:
        - Locations of streets
        - Locations of important structures, including schools, hospitals, and other buildings with a high life hazard.
        - Locations of congested or hazardous areas.

        [NFPA 1221 6.2.3]
    - Telecommunicators shall have functional knowledge of all communications equipment and systems assigned to use.
      [NFPA 1221 6.2.4]
    - Telecommunicators shall know which rules and regulations relate to equipment use, including those of the Federal Communications Commission that pertain to emergency service radio use. [NFPA 1221 6.2.5]

4. DCSO shall have a policy for supplying sufficient staffing to handle day to day level of emergency calls and provide additional operator(s) to cover increased activity when required by large incident or multiple incidents. [NFPA 1221 6.3]

5. DCSO shall maintain a recognized Emergency Medical Dispatch system. System must have method of quality assurance and demonstrate compliance with protocols.

6. DCSO shall provide application service support. Support is limited to access and availability to authorized DCSO systems (I.E. CAD WebView, New World CAD Mobile) and other applications as agreed on. DCSO will manage user access and permissions as needed. It will be the responsibility of ECSO to update DCSO of active AND inactive users and devices.

7. DCSO shall maintain the CAD call data transfer to ECSO. This information fax (data transfer if interface exists) will consist of the following fields:
    - Date
    - CAD Event #

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- Local Event #
- Map Coordinate
- Address
- Specific Call Type
- Time Call Received in dispatch (911)
- Dispatch time
- Enroute time for each unit
- Arrival Time for each unit
- Call Cleared time for last unit
- Time enroute to hospital
- Time of arrival at hospital
- First Arriving Unit
- Last arriving Unit
- District
- Scene status change log notes
- Latitude [911 and other calls as capable]
- Longitude [911 and other calls as capable]

8. Call accuracy shall be a minimum of 90% successful based on a quality assurance sample of at least 4% of all ECSO calls for the dispatcher center. The monthly review will consider the following criteria:
    - Caller information is accurately determined by dispatcher
        - Location of call
        - Type of situation reported
        - RP's phone number
    - Call is accurately handled by dispatcher
        - Situation found compared to situation dispatched
        - Notifications given appropriately and in a timely manner
        - Unit and functions times recorded accurately
        - Time variance-actual "taped" time vs. unit entered time
        - Safety issues communicated
        - Changes in scene conditions prior to arrival
        - Location correction

9. DCSO shall provide the following reports when requested:
        - Quarterly and Annual Summary Reports Call totals for ECSO
        - Mean queue time (duration from the conclusion of call taking and until the dispatcher dispatches the call) and standard deviation.
        - Number of incidents by hour of day.
        - Time from Dispatch to first unit enroute.
    - Annual Summary Personnel Training Report
        - Hours of fire training
        - Hours of other training
        - Hours of APCO dispatch training
    - Quarterly Summary Quality Assurance and Performance Measures report (based on 4% sampling).

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- Percentage of compliance based on call type
- Overall center compliance rate

*Alarm – any request for service or response by fire or EMS agency.

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EXHIBIT C
Cost of Services – 2019 ECSO

Contract Amount (Including Traffic Tickets/Reports)	January 1, 2019 through December 31, 2019		
	Projected Number of Calls Based Upon Actual Calls from July 1, 2017 - June 30, 2018	Cost per Call	Total Cost (Rounded to Nearest Dollar)
Law Enforcement Calls	7,421	$ 24.05	$ 178,475.00
Contract Total	***7,421***		***$ 178,475.00***
NOTE: By agreement of the Parties, Law Enforcement Calls specifically exclude:			
1. Any radio-initiated call for service that results in no report being generated;			
2. Any officer-initiated activity including citizen contacts, increased patrols, business checks, or building checks that result in no report being generated, regardless of source.			
3. The estimated number of non-chargeable calls is 5,942.			
Payment Schedule			
			Payments
Payment due April 30, 2019 (25% of Contract)			$ 44,618.75
Payment due July 31, 2019 (25% of Contract)			$ 44,618.75
Payment due October 31, 2019 (25% of Contract)			$ 44,618.75
Payment due January 31, 2020 (25% of Contract)			$ 44,618.75
		Total	***$ 178,475.00***

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