

**DISPATCH SERVICES
INTERGOVERNMENTAL AGREEMENT**

THIS DISPATCH SERVICES INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into on November 10, 2022 2022, by and between the TOWN OF ESTES PARK (hereinafter referred to as “Town”), and the ESTES VALLEY FIRE PROTECTION DISTRICT, a Colorado Special District (hereinafter referred to as the “Fire District”).

WITNESSETH

WHEREAS, the Town presently operates the Estes Park Emergency Communications Center (EPECC) for the provisions of dispatching services to area emergency service agencies serving the geographical area in and around the Town of Estes Park, Colorado; and

WHEREAS, Fire District provides certain emergency fire, rescue and medical services, which services require radio communication and dispatching; and

WHEREAS, since December 8, 2009, the Town has been providing dispatch services to the Fire District; and

WHEREAS, the utilization by the Fire District of the dispatching services of the Town avoids duplication of services and promotes cost efficiency and maximum coordination of services among local agencies; and

WHEREAS, the parties recognize that it is fiscally responsible to pay for such services on a per-call-for-service basis; and

WHEREAS, Article XIV, section 18(2)(a) of the Constitution of the State of Colorado and Part 2 of Article I of Title 29, C.R.S., encourage an authorized intergovernmental agreement of this nature; and

WHEREAS, the Town and the Fire District entered into a Dispatch Services Intergovernmental Agreement, dated January 13, 2015 (the “Original Agreement”), for similar purposes of this Agreement; and

WHEREAS, the parties amended, restated, and replaced the Original Agreement on December 28, 2017 with modifications to the payment for services and extended it through December 31, 2022; and

WHEREAS, the Town and the Fire District wish to enter into this Agreement in order to amend, restate and replace the amended Agreement in its entirety, upon the beginning of the term of this Agreement pursuant to paragraph 1 below; and

WHEREAS, this Agreement sets forth the obligations of the parties with regard to dispatching services provided by the Town to the Fire District.

NOW, THEREFORE, in consideration of the mutual promises contained below and other good and valuable consideration, the parties hereto agree as follows:

1. Term of the Agreement. This Agreement shall be effective from January 1, 2023 and automatically renew each succeeding year until December 31, 2027 unless earlier modified in writing or terminated by the parties hereto as described in section 7.
2. Services to be provided by the Town. The Town shall utilize dispatching equipment and capabilities which may be currently owned and operated by the Town to the extent that such are reasonably necessary to effectuate the purposes of this Agreement. The Town and the Fire District further agree, in rendering and utilizing such services, that each will adhere to the procedures contained in EPECC Procedure Manuals as adopted by the Town. The services provided to the Fire District by the Town shall include:
 - a. 24 Hour Dispatch Services: Emergency and Non-Emergency

The EPECC provides twenty-four (24) hour per day emergency and non-emergency dispatching for calls emanating from locations within the Fire District to such radio bases and mobile and portable dispatching units owned by the Fire District as may be designated by the Fire District.
 - b. Phone Answering

The EPECC answers emergency 911 calls and non-emergency administrative calls. Communication personnel answer calls relating to public safety, municipal services and information requests. EPECC is also equipped to answer TTY/TTD calls. All medical calls for service are answered using Emergency Medical Dispatching (EMD).
 - c. Enhanced 911 and Next Generation 911 Services

This service provides communication personnel with immediate recognition of call origination for all incoming line-based telephone calls. The information provides a callback phone number, an address and the person's name on the telephone bill. EPECC is currently able to accept incoming MMS/SMS texts, and video.
 - d. Mass Notification Services

These services allow for emergency service providers to send out a pre-recorded phone message, text message, email and/or fax to community

residents of any pending situations that may endanger them or their property. Using computer technology, a geographical area within the Estes Valley area can be selected for an emergency message to be sent. These messages can be sent to landlines, cell phones, email, text messages and/or fax depending on preferences selected by individuals signing up for these services through the Larimer Emergency Telephone Authority.

e. Computer Aided Dispatch and Call Record Management

All phone calls received that are eventually converted to a call for service for a service provider are automatically assigned an incident number (run number) through our Computer Aided Dispatch (CAD) system. This number becomes a tracking mechanism for the service provider and the EPECC. Any time information is entered by the dispatcher regarding a specific call all the information entered remains in place under the one incident number. That allows the EPECC to provide a "run report" or activity report that contains all information for one specific activity. The data is maintained for future management analysis including monthly, quarterly and annual reporting. This information is available for each service agency upon written request to the Communications Supervisor. The actual record keeping of criminal justice, fire or emergency medical case files remains the responsibility of each agency.

f. Radio and Phone Logging Services

The EPECC maintains a logging recorder that records all phones and radio traffic that come directly into the EPECC. These recordings are maintained according to state law for 12 months plus current. Recordings are considered public record and may be requested by any of the emergency service departments as well as the general public. A formal request for these recordings must be made through either the EPECC or the EPPD Records Department. This system is monitored 24/7 by the manufacturer of the recording system.

g. EPECC will maintain emergency, back-up power sources for dispatching equipment.

h. EPECC will maintain current maps and other geographical information necessary for the efficient and prompt response to requests for services to be rendered by the Fire District.

i. EPECC will allow access by the Fire District to radio frequencies and talk groups licensed to the Town or its departments when reasonably necessary for the purpose of providing reliable communication in outlying areas served by the Fire District.

j. EPECC will follow the Medical Priority Dispatch System standards for certification of emergency medical dispatchers.

- k. The Fire District agrees to notify the Town at least 24 hours prior to any drill, training and/or testing of response by the Fire District’s emergency providers that will involve dispatch communications through the Town. In the event of any such drill, training and/or test, the emergency responders shall be dispatched by the Town as a non-emergency response only.
- l. The Fire District understands and agrees that the Town does not have recording capability for VHF radio communications.
- 3. Fire Records. The services provided by the Town regarding the maintenance of records and recording of calls for service in paragraphs 2(e) and (f) above shall not render the Town the “official custodian” of such records for Colorado Open Records Act purposes. The Fire District remains the official custodian of such records and all requests for inspection of records and recordings shall be forwarded to the Fire District. The Town may release such records, however, if in its judgment the release is required by law. Notwithstanding any other provision to the contrary, all audio recordings of all electronic communications received or transmitted by EPECC shall be retained by the Town for twelve months plus current month and shall be made available to the Fire District at no charge. Requests for recordings must come from the Fire Chief. CAD records as described in paragraph 2(e). will remain on file for a minimum of five years and will have the same availability.
- 4. Compensation. Calls received that are eventually converted to a Call for Service for a service provider are automatically assigned an incident number (run number) through our Computer Aided Dispatch (CAD) system. The Fire District will be charged \$33.95 per Call for Service with a 2.5% increase each year to address inflationary costs. As this is a 5-year Agreement, billing per call is as follows:

| | |
|------|--------------|
| 2022 | \$33.95/call |
| 2023 | \$34.80/call |
| 2024 | \$35.67/call |
| 2025 | \$36.56/call |
| 2026 | \$37.47/call |

The amount due each year shall be based on the number of calls and rate from the previous year, as set forth above. For example, 2022 calls will be billed and due in 2023. The Town will invoice the annual amount due by January 15th of the year due.

The annual amount to be paid under this Agreement shall be payable in twelve (12) equal monthly installments; each of which shall be due and payable on the 1st day of each month. Accordingly, the twelfth monthly installment shall be due and payable on January 1 of the following year.

At the request of the Fire District, the EPECC will continue to own and maintain the software "I Am Responding" (or similar program) and the yearly costs of this software will be the responsibility of the Fire District and the Park Hospital District (dba Estes Park Health) at a 50/50 split. This charge is in addition to the per call charges outlined above.

5. Operation and Maintenance of EPECC. The Town shall be solely responsible for the operation and maintenance of the EPECC during the term of this Agreement and all related equipment shall be physically maintained in good repair by the Town, at the Town's expense.
6. Software. For the purpose of dispatch accuracy and efficiency, each of the Fire District's regular duty vehicles shall be equipped with Mobile Data Terminals that is capable of transmitting status codes.
7. Termination. Either party may terminate this Agreement by giving a minimum of six (6) months' written notice of termination to the other party. Upon termination, the Fire District's payments of any amounts due and owing as of the date of termination shall be the Town's sole remedy.
8. Liability. The parties hereto shall be solely responsible for the actions or omissions of their respective officers, agents and employees and shall not be responsible or legally liable for the negligent acts of the other party.
9. Notices. Any and all notices or any other communication herein required or permitted shall be deemed to have been given when personally delivered or deposited in the United States postal service as regular mail, postage prepaid, and addressed as follows or to such other person or address as a party may designate in writing to the other party:

Estes Valley Fire Protection District
Attn: Fire Chief
901 N. St. Vrain Ave.
Estes Park, Colorado 80517

Town of Estes Park
Attn: Town Administrator
170 MacGregor Ave.
P.O. Box 1200
Estes Park, Colorado 80517

10. Entire Agreement. This writing constitutes the entire Agreement between the parties.

11. Binding Effect. This Agreement shall be binding upon and incur to the benefit of the parties hereto and the agents, assigns and successors in interest of each respectively.
12. Default. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default, and such defaulting party shall be allowed a period of fifteen (15) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to:
 - a. Terminate the Agreement and seek damages;
 - b. Treat the Agreement as continuing and require specific performance; or
 - c. Avail itself of any other remedy at law or equity.

In the event of default of any of the Agreements herein by either party which shall require the party not in default to commence legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney's fees, and court costs incurred because of the default.

13. Good Faith. The Parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The Parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise in implementing the Agreement by good faith negotiations before resorting to termination of this Agreement and/or litigation.
14. Modification. This document constitutes the full understanding of the Parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing signed by the both Parties.
15. Non-Assignment; No Third-Party Beneficiary. This Agreement, and each and every covenant herein, shall not be assignable except with the prior consent of both Parties. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.
16. Merger. This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. This Agreement supersedes and replaces any and all prior agreements on substantially the same subject.
17. Immunity. The Parties, their officers, employees, volunteers, and agents, are relying on and do not waive, or intend to waive, by any provision of this agreement the monetary limitations provided by the Colorado Governmental

Immunity Act as amended, or otherwise available to the Parties or their officers, agents, employees, or volunteers.


18. Annual Appropriations. The obligations of either Party as contained herein shall not be deemed to be a “multi-year financial obligation” under Article X, Section 20 of the Colorado Constitution. Accordingly, either Party shall have the right to terminate this Agreement at the end of any fiscal year in the event that the governing body of said Party fails to appropriate money sufficient for the continued performance of the Agreement after the end of such fiscal year, such non-appropriation being within the sole discretion of the governing board. Appropriation shall be evidenced by the passage of a budget resolution which provides for or appropriates funds for the Party’s obligations under this Agreement. Either Party may affect such termination by giving the other Party written notice of the non- appropriation within 30-days prior to the end of the current fiscal year. In the event of termination, the Fire District shall pay all accrued liabilities through the last day of the then current fiscal year, but shall not be subject to any other penalty or assessment. All financial obligations under this Agreement are contingent on annual appropriations.

19. Survival. Those provisions of this Agreement that by their nature are intended to survive expiration of this Agreement shall so survive.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first-above written.

(Signature page to follow.)

THE TOWN OF ESTES PARK

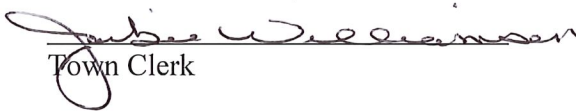


Mayor

11/8/2022


Date

ATTEST:



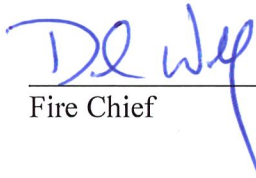
Town Clerk

APPROVED AS TO FORM:



Town Attorney

ESTES VALLEY FIRE PROTECTION DISTRICT



Fire Chief

11/10/2022

Date