

**INTERGOVERNMENTAL DISPATCH AGREEMENT
BETWEEN THE ELBERT COUNTY COMMUNICATIONS AUTHORITY
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 _____, 2026, by and between the **ELBERT COUNTY COMMUNICATIONS AUTHORITY** ("ECCA") and the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, a Colorado County ("Douglas County"), on behalf of the **DOUGLAS COUNTY SHERIFF'S OFFICE** ("DCSO"), (ECCA, 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, a Resolution was passed on May 26, 2010, by the Board of County Commissioners for Elbert County, to close the Elbert County Dispatch Center and transfer its functions to an adjacent dispatch entity on or before September 1, 2010; and

WHEREAS, by Resolution No. 2010-03, passed on June 2, 2010, by the Board of Directors of the Elbert County Emergency Telephone Service Authority ("ETSA") authorized transfer of Authority assets to a newly-proposed Elbert County-wide Authority, and later on June 29, 2010, dissolved the ETSA; and

WHEREAS, by Resolution No. 2010-02, seven Elbert County fire protection districts and three towns providing law enforcement, ("ECCA Members") adopted an Intergovernmental Agreement creating the Elbert County Communications Authority ("ECCA") as an agency to provide for emergency response communications and dispatch; and

WHEREAS, ECCA and DCSO entered into an Intergovernmental Agreement for ECCA to secure from DCSO emergency response communications and dispatch and non-emergency dispatch services beginning September 1, 2010 and ending on December 31, 2013; and

WHEREAS, ECCA and DCSO subsequently entered into an Intergovernmental Agreement for ECCA 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, ECCA and DCSO subsequently entered into an Intergovernmental Agreement for ECCA to secure from DCSO emergency response communications and dispatch and non-emergency dispatch services beginning January 1, 2019 and ending on December 31, 2022; and

WHEREAS, ECCA and DCSO subsequently entered into an Intergovernmental Agreement for ECCA to secure from DCSO emergency response communications and dispatch and non-emergency dispatch services beginning January 1, 2023 and ending on December 31, 2025; and

WHEREAS, ECCA now seeks 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 for the period beginning January 1, 2026 and ending December 31, 2029.

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. Dispatch Services.

A. Dispatch Center. Through its Dispatch Center located at 4000 Justice Way, Castle Rock, Colorado, DCSO shall provide dispatch services as outlined herein to ECCA. 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. Services. DCSO shall provide the listed ECCA Members emergency response communications and dispatch services. DCSO shall dispatch the appropriate ECCA Member staff to any and all emergency and non-emergency incidents requiring such ECCA Member's response, in accordance with standard operating procedures ("SOP") previously established by the DCSO Dispatch Center. The Dispatch Center will answer all listed ECCA Member's 911 calls, as well as calls to all published ten-digit ECCA Member emergency telephone numbers. Calls not requiring immediate public safety response will be referred back to the administrative telephone line(s) of the appropriate ECCA Member.

Each ECCA Member receiving dispatch services from DCSO under this Agreement, shall provide its respective constituents and DCSO with at least one administrative telephone line number. After business hours, these administrative telephone lines may be forwarded to the DCSO Communications Center. All non-emergency phone calls shall be referred to the administrative telephone numbers, rather than the ten-digit emergency phone number. This shall include any ECCA Member agency telephone trees and individual personnel and voice mail referral extensions.

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

D. Ownership of Records and Data. It is mutually acknowledged that ECCA has purchased its own CAD software sub-license from New World Systems, Inc., with all emergency dispatch service data being stored on DCSO's servers. Any and all Dispatch Center records pertaining to ECCA emergency dispatch services shall be owned by each respective ECCA Member. Each ECCA Member 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 each ECCA Member to provide any criminal justice records for case filing purposes directly to the respective court(s) or district attorney's office(s). No ECCA Member records shall be disposed of without prior written authorization from the respective ECCA Member.

It is hereby acknowledged the Elbert County Sheriff's Office ("ECSO") is owner of their data and other ECCA members, are owners of all other data generated by emergency dispatch services.

1. Public Records Requests. Any public records request pertaining to an ECCA Member shall be forwarded by DCSO to the appropriate ECCA Member in accordance with state law. The right of access granted to ECCA and all ECCA Members 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 ECCA or a particular ECCA Member of the ECSO.

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

II. Method of Operation.

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

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.

It is mutually acknowledged that ECCA's licensed software shall utilize the existing Dispatch Center equipment and servers for the purpose of emergency response communications and dispatch services. All of ECCA's software licensing costs and ongoing software maintenance costs shall be the responsibility of ECCA. While this Agreement is in effect, it may become necessary to purchase additional equipment or software licenses to serve the needs of the Dispatch Center, or the specific dispatch service needs of ECCA or a particular ECCA Member, in which event such equipment and licenses shall be acquired as described below.

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. ECCA Capital Equipment. ECCA shall pay vendors directly for any ECCA-specific data line installation costs or related charges, software maintenance, software licenses, or any other ongoing costs which specifically pertain to services provided to ECCA or ECCA Members. In the event it is necessary for any network connectivity hardware or radio-related equipment to be purchased by ECCA 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 ECCA.

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 B, attached hereto, and made a part hereof by this reference.

B. Contract Amount. The annual contract amount will be based upon the cost equivalent of four (4) mid-point dispatcher FTEs including benefits. Such amount will be adjusted annually as needed and agreed upon by both Parties as outlined in an updated Exhibit B. DCSO will provide ECCA with a preliminary contract amount for the next year of service on or before September 1st each year. As soon as possible thereafter, but no later than October 1st of each year, DCSO will provide ECCA with a final contract amount.

V. Payments.

A. Due Date. ECCA shall pay the annual contract amount 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 B.

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 B.

VI. Term of the Agreement.

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

A. Termination by Failure to Agree Upon the Annual Contract Amount. The Parties acknowledge that a failure to agree upon an Annual Contract Amount by October 15th of the year preceding service, shall affect a termination of this Agreement. Therefore, the Parties agree that a failure by ECCA to appropriate the Annual Contract Amount 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.

B. Termination by Failure to appropriate. The Parties further acknowledge that a failure of either Party to appropriate funds shall affect a termination of this Agreement. Therefore, the Parties agree that a failure by ECCA to appropriate the Annual Contract Amount or fully execute this Agreement 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.

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

D. **No Third-Party Beneficiaries.** 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. **Amendments.** Any amendments to this Agreement shall be in writing and executed with the same formality as this Agreement.

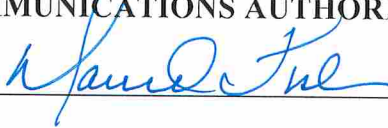
F. **Severability.** In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, corporation, or circumstance of any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its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

G. **Duplicate Originals.** 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. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the Parties or their respective Members, officers, directors or employees under constitutional, statutory or common law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

I. **Relationship of the Parties.** By entering into this Agreement, the Parties are not creating, and shall not be deemed or construed as creating a joint venture, partnership, authority, or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement. Neither the fact of the existence of this Agreement nor the Parties' performance of this Agreement shall in any manner alter either Party's constitutional, statutory, and common law rights, powers, duties, and authorities, except to the extent expressly set forth in this Agreement.

**ELBERT COUNTY
COMMUNICATIONS AUTHORITY**

By: 

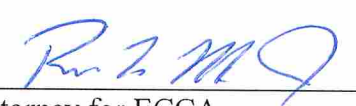
Date: 12/8/2025

ATTEST:

By: 

Date: 12/8/2025

APPROVED AS TO LEGAL FORM:

By: 
Attorney for ECCA

Date: 12/8/2025

DOUGLAS COUNTY

By: _____
Abe Laydon, Chair
Board of County Commissioners

Date: _____

ATTEST:

By: _____
Clerk to the Board

Date: _____

By: _____
Darren Weekly, Sheriff

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: _____
Christie Guthrie
Director of Finance

Date: _____

EXHIBIT A

Business Rules

Radio Protocol

- ECCA will adopt DCSO's established radio procedures and terminology.
- 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

- Elbert County public safety agency 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 directly through DCSO Dispatch. Recordings will be provided to the requesting agency.
- ECCA will keep DCSO apprised of staff changes that impact radio identifiers and access to systems.
- ECCA will maintain all emergency contact information for all Elbert County public safety agency staff with DCSO Dispatch.

CCIC

- Elbert County law enforcement agencies will have their own connection with CBI and abide by CCIC/NCIC rules.
- Elbert County law enforcement agencies will have a CCIC/NCIC coordinator.
- All non-urgent CCIC entries, to include Elbert County law enforcement agency warrant entries and stolen article entries, will be entered under the originating public safety agency's ORI by that agency's personnel.
- Elbert County public safety agency 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 Elbert County public safety agencies for accuracy.
- Dispatch will verify hot file entries.

CAD/Radios/MDTs

- 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, (this may also include access to Douglas County's Virtual Desktop Infrastructure to support specific applications and services). DCSO will manage user access and permissions as needed. It will be the responsibility of the agency to update DCSO of active AND inactive users and devices. ECCA will have access to DCSO assigned radio talk groups needed to conduct dispatching services. DCSO will remain the owner of these talk groups.

- An ECCA agency 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 the agency's responsibility. Computer hardware, hardware management and maintenance will be the responsibility of the agency. Network connectivity will be through either a point-to-point VPN managed by Douglas County Network, and the agency or via DCSO's instance of NetMotion, in this case the agency would ultimately be responsible for licensing NetMotion. DCSO will manage Mobile users and computer terminal IDs. It will be the responsibility of the agency to update DCSO of all active AND inactive users and registered Mobile computers. The agency will ensure all CJIS Security Policy requirements are in place

Exhibit B

Mid-Point (Tier 5) Dispatcher with Benefits	2026 Proposed Contract Cost	
	Monthly	Annual Cost
Mid-Point Dispatcher with Benefits (Based on 2025 Dispatch Tier Plan - Tier 5 Dated 70325)	\$ 6,168.00	\$ 74,012
Fixed (per FTE):		
Medical Contribution (Based on 2025 Cost - Family Coverage)	\$ 2,322.98	\$ 27,876
Dental Contribution (Based on 2025 Cost - Family Coverage)	38.98	468
STD/Unemployment	10.50	126
Consulting Fee (Broker Fee for All Benefits)	10.94	131
COBRA Administration	0.45	5
Pcori Fee	0.55	7
Advocacy Fee	1.00	12
EAP Fee	1.20	14
Flex Fees	3.25	39
	\$ 2,389.85	\$ 28,678
Variable (Based on Salaries):		
FICA/Medicare 7.6500%	\$ 471.85	\$ 5,662
Retirement 8.0000%	493.44	5,921
Retirement - 457 3.0000%	185.04	2,220
Term Life 0.1721%	10.62	127
Workers' Compensation 0.1500%	9.25	111
LT Disability 0.5300%	32.69	392
	<u>19.5021%</u>	<u>\$ 1,202.89</u>
		\$ 14,433
Total Fringe		<u>\$ 43,111</u>
Salary & Benefits Personnel Cost		<u>\$ 117,123</u>
Cost Equivalent for 4 Tier 5 Dispatchers with Benefits		<u>\$ 468,492</u>

Payment Schedule		Payments
Payment due April 30, 2026 (25% of Contract)		\$ 117,123
Payment due July 31, 2026 (25% of Contract)		\$ 117,123
Payment due October 31, 2026 (25% of Contract)		\$ 117,123
Payment due January 31, 2027 (25% of Contract)		\$ 117,123
Total 2026 Contract Cost		<u>\$ 468,492</u>