# RESTATED DISPATCH SERVICES AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY ON BEHALF OF THE DOUGLAS COUNTY SHERIFF'S OFFICE AND THE UNITED FIRE DISPATCH AUTHORITY

THIS RESTATED DISPATCH SERVICES AGREEMENT ("Agreement") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by and between the BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, State of Colorado ("County"), on behalf of the DOUGLAS COUNTY SHERIFF'S OFFICE ("DCSO"), and the UNITED FIRE DISPATCH AUTHORITY ("Authority"), (County, DCSO and Authority being referred to collectively as "Parties" or singularly as "Party").

#### **RECITALS**

WHEREAS, the Authority is currently composed of the TOWN OF CASTLE ROCK, LARKSPUR FIRE PROTECTION DISTRICT, FRANKTOWN FIRE PROTECTION DISTRICT and JACKSON 105 FIRE PROTECTION DISTRICT, each being Colorado special districts existing under Article 1, Title 32, C.R.S. ("Authority Members"); and

WHEREAS, the Authority was created by the United Fire Dispatch Authority Creation Agreement ("Authority Agreement") dated April 29, 1999, as amended, to establish, operate and provide an emergency services communications and dispatching center; and

WHEREAS, Douglas County owns and operates, through its Sheriff's Office ("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, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

**WHEREAS**, the Parties previously entered into Dispatch Services Agreements on July 6, 1999 and December 23, 2003 under which DCSO provided dispatch services for the fire protection, emergency medical, rescue, ambulance, hazardous materials and other emergency services provided by the Authority Members; and

**WHEREAS**, the Parties entered into a Restated Dispatch Services Agreement on September 9, 2015 for the provision of dispatch services, with an initial term ending December 31, 2018; and

**WHEREAS**, the Parties subsequently agreed to extend the Agreement, with an updated Exhibit B, for the calendar years 2019, 2020, 2021, 2022, 2023, 2024 and 2025; and

**WHEREAS**, the Parties now desire to further restate and confirm their commitments under the Dispatch Services Agreement, as amended, and to set forth their mutual understanding in this Restated Agreement.

#### **AGREEMENT**

**NOW, THEREFORE**, 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, Douglas County shall provide dispatch services as outlined herein to the Authority.
- Authority Members. The Authority will provide at least six (6) months written notice to DCSO of any events which are within the control of any Authority Member, including adding additional Authority members or establishing service agreements with other entities, which are anticipated to increase the Authority's call volume more than ten percent (10%) annually. Douglas County shall dispatch appropriate units of Authority Members to emergency incidents requiring their response, including fire, hazardous materials, emergency medical, rescue and ambulance incidents. In accordance with standard operating procedures to be developed in accordance with Section II., A, herein ("SOP Manual"), Authority Member staffs will be notified by the Dispatch Center of all working fires and major emergency medical incidents. Dispatching shall be communicated in compliance with agreed upon dispatch performance standards, specified in Exhibit A attached hereto and incorporated herein. Exhibit A and the SOP Manual may be updated annually by agreement of the Authority and the DCSO. Douglas County shall operate the Dispatch Center to substantially meet nationally, and locally recognized standards as specified in Exhibit A.
- C. <u>Reports.</u> Douglas County shall provide the Authority with monthly dispatch reports, which shall provide the following information for each call dispatched: Authority Member dispatched, incident location, time call received, notification time, en route time, time of arrival at scene, and in quarters, time of each unit dispatched. Douglas County shall provide to the Authority periodic management reports in frequency and using systems as agreed to in <u>Exhibit A</u>.
- D. Ownership of Records and Data. All records of the Dispatch Center related to calls dispatched for the Authority, including electronically stored data, computer aided dispatch ("CAD") data, and audio tapes shall be owned by Douglas County. DCSO and the Authority shall have access to all such data and audio tapes for use in internal analysis and crime investigations at no additional cost. The Parties agree that such data shall be initially classified as criminal records and not subject to public disclosure until, by mutual agreement, any criminal investigation concerning such records is closed. Douglas County shall maintain possession of such data, shall provide, or make copies of such data at the request of the Authority or an Authority Member, and shall not dispose of any such records inconsistent with the current Records Retention Schedule outlined in Douglas County's standard operating procedures without the written agreement of the Authority. DCSO protocols shall be followed in the event of any public records request under state or federal law. The rights of access granted to the Authority, or any Authority Member herein shall survive the termination of this Agreement with respect to all data and records created during the periods of time that this Agreement is in effect.

#### II. <u>Method of Operation</u>.

- A. <u>Standard Operating Procedures</u>. The Authority and DCSO shall each appoint, and provide notice to the other of, a representative or representatives responsible for developing and overseeing procedures for providing dispatching services to the Authority. Such representatives shall develop the SOP Manual, which will establish methods of operation, protocols, and performance standards for dispatching services. The Parties recognize that all such policies and procedures may not be able to be implemented immediately but shall provide for implementation and compliance dates.
- B. <u>Minimum Dispatching Standards</u>. Douglas County shall meet minimum dispatching standards as established by Exhibit A.
- C. <u>Authority Board Meetings</u>. The Board of Directors of the Authority regularly meets, pursuant to the Authority Agreement. The DCSO Dispatch Center representative or designee shall attend each of the Authority's regular Board meetings, and special meetings as requested, to address issues relating to this Agreement, but DCSO shall not be required to attend more than one meeting per month. The DCSO Dispatch Center representative shall have authority on behalf of Douglas County to agree to substantive operational changes to the SOP Manual.
- D. <u>Dispatch Center Operational Issues</u>. The Authority representative or representatives shall meet regularly with DCSO Dispatch Center representative and staff to review operational procedures and issues, and if necessary, recommend appropriate changes to the SOP Manual to the Authority Board and the DCSO Dispatch Center representative.
- E. <u>Annual Review</u>. No less frequently than annually, and prior to September 15<sup>th</sup> of each year, the Authority representative or representatives and the DCSO Dispatch Center representative shall review all services provided under this Agreement and the SOP Manual, to assess and improve services provided under this Agreement. Appropriate changes to the SOP Manual shall be recommended to the Authority Board and the DCSO Dispatch Center for adoption in concert with the Contract Amount procedures detailed herein at Section IV.

#### III. Capital Equipment Purchases.

Unless otherwise specified herein and for all purposes herein, Douglas County owns all equipment, data, and software systems located at the Dispatch Center. While this Agreement is in effect, it may become necessary to purchase additional equipment, data, or software systems to serve the needs of the Dispatch Center, or the specific dispatch service needs of the Authority. All such equipment, data, and software systems meeting or exceeding the minimum cost used by Douglas County to define capital equipment shall be referred to hereafter as "Capital Equipment."

A. <u>DCSO Capital Equipment</u>. All purchases of Capital Equipment to maintain the general services of the Dispatch Center shall be made by and solely owned by DCSO or Douglas County. Such purchases shall include those necessary or desirable to provide dispatching services to all agencies receiving services from the Dispatch Center, including agencies that are not Authority Members.

B. <u>Authority Capital Equipment</u>. With the advance written approval of DCSO, the Authority shall purchase Capital Equipment reasonably necessary or desired to provide unique services to the Authority that are not desired by or provided to non-Authority agencies receiving Dispatch Center services. Similarly, with advance written approval of the Authority, Capital Equipment may be purchased by DCSO on behalf of the Authority for which the Authority will be solely financially responsible. The Authority shall be responsible for the entire cost of purchase, installation, and maintenance of such Authority Capital Equipment and shall own such equipment once all such costs have been fully paid to Douglas County. The Authority shall own and maintain any Authority Capital Equipment utilized by the Dispatch Center to provide unique services to Authority Members. In the event the Authority desires to remove any of the Authority Capital Equipment, all costs of removal, and all costs necessary to ensure no disruption to County Capital Equipment or Dispatch Center operations, shall be paid by the Authority. Douglas County shall annually provide to the Authority a schedule of all Authority Capital Equipment purchased by Douglas County using Authority funds. The SOP Manual shall establish purchasing procedures.

#### IV. Contract Amount.

- A. <u>General</u>. The formulation of the annual contract amount for dispatch services will be by mutual agreement of the Parties. The Authority's costs for the next year of service shall be established based on the level of service desired by the Authority, including any unique services requested by the Authority. The annual contract amount for the next year of service shall include the amount and timing of Capital Equipment costs and the costs necessary to provide unique Authority services.
- B. <u>Preliminary Contract Amount</u>. No later than September 15<sup>th</sup> of each year, the Authority shall submit to DCSO a proposal for changes, or a statement that no changes are desired, in the level of dispatch services and/or the SOP Manual that will be used by DCSO for determining the recommended contract amount for the subsequent contract year. Failure of the Authority to submit a statement shall result in a presumption by the DCSO that the current level of dispatch services shall be provided for the coming year.
- C. Recommended Contract Amount. As soon as possible, but no later than October 31st, of each year, DCSO shall submit to the Authority the recommended contract amount for the next year of service. The DCSO and Authority agree to meet and discuss the Authority's desired revisions to the recommended contract amount prior to DCSO's final recommendation to the Board of County Commissioners for Douglas County. The Recommended Contract Amount will be based on anticipated costs for the upcoming calendar year using the calculation template attached hereto as Exhibit B.
- D. <u>Final Contract Amount</u>. The final contract amount shall be annually labeled <u>Exhibit B</u>, initialed, and signed by authorized individuals of both Parties by no later than November 15<sup>th</sup> of the year preceding service, and shall be attached hereto and incorporated herein by reference (the "Final Contract Amount"). The contract amount approved by the Board of County Commissioners for dispatch services for the subsequent calendar year shall be reported to the Authority by DCSO as soon as possible, but in no event later than December 15<sup>th</sup> of each year.

### V. Payments.

- A. <u>Due Date</u>. The Authority shall pay the Final Contract Amount in four equal quarterly installments due and payable on February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup>, and November 15<sup>th</sup> of each year. It will be the responsibility of the Authority, pursuant to the Authority Agreement, to allocate and collect such costs from Authority Members.
- B. <u>Mid-Year Changes</u>. Section V, subparagraph A, herein recognizes that the Parties may wish to add services and/or Capital Equipment at times other than the time set out in Section IV for establishing the Final Contract Amount. Costs of such additions shall be in addition to the Final Contract Amount. The amount and timing of payments for Mid-Year Changes to the Final Contract Amount shall occur only as agreed by the Parties by amending the current Exhibit B.
- C. <u>DCSO Purchase of Authority Capital Equipment</u>. This Agreement contemplates in Section III, subparagraph B, that DCSO may, upon prior approval by the Authority, purchase Capital Equipment on behalf of the Authority due to pricing or other advantages. The Authority agrees to promptly reimburse DCSO for such purchases upon receipt of invoices for such purchases from DCSO.
- VI. <u>Mediation</u>. DCSO and the Authority agree to first use third-party mediation to attempt to resolve any disputes. The mediator will be chosen by mutual agreement of the DCSO and the Authority. The mediator must be neutral, knowledgeable in the area of dispute and live within 100 miles of the Dispatch Center.

#### VII. Term of the Agreement.

- A. <u>Term.</u> This Agreement shall become effective when both Parties have duly executed it. The initial term of this Agreement shall be through December 31, 2031. Thereafter, this Agreement may be renewed for five (5) additional one-year terms, subject to annual appropriations, the annual update of Exhibits A and B, and the termination provision below.
  - B. <u>Termination</u>. This Agreement may be terminated as provided below.
- 1. Termination by Failure to Appropriate. The Parties acknowledge that a failure of either Party to appropriate funds for a subsequent year would affect a termination. Therefore, the Parties agree that a failure to appropriate the Final Contract Amount for the next year of service by the Board of County Commissioners or by the Authority or any Authority Member shall be construed as a 180-day notice of termination. DCSO shall continue to make good faith efforts to provide dispatch services at the same level as required by the Exhibit A in effect for the prior year and at the same rate of compensation as the prior year, for at least 180 days after the failure to appropriate, or as otherwise agreed by the Parties.
- 2. <u>Termination by Failure to Agree Upon a Final Contract Amount.</u> The Parties further acknowledge that failure to agree upon a Final Contract Amount by November 15<sup>th</sup> of the year preceding service shall affect a termination. Termination for failure to agree upon a Final Contract Amount shall occur on June 30 of the year for which no Final Contract Amount agreement is reached, with services to be provided and amounts to be paid determined by the

immediately preceding and agreed upon Exhibit B. The Parties agree that execution of an Exhibit B or other similar agreement shall constitute a waiver of this termination provision.

- 3. <u>Early Termination</u>. The Parties acknowledge that the preferred method of early termination will be to appropriate sufficient funds to pay the Final Contract Amount, and to concurrently provide written notice to the other Party of the desire to terminate at the end of the following year, so that the non-terminating Party has at least 365 days prior notice of early termination. The Parties further acknowledge that the Authority Agreement provides that any member may withdraw from the Authority at the end of any fiscal year provided that notice of such intended withdrawal is provided to the other Authority members no later than 180 days prior to the end of said fiscal year. Should any member of the Authority give such notice, the Authority shall immediately notify the DCSO, thereby providing no less than 180-days' notice of early termination to the DCSO.
- 4. <u>Operational Continuance.</u> In the event of a termination, DCSO reserves the right to negotiate individually with other agencies, including members of the Authority or the Authority itself, to replace lost revenue and retain staffing levels in the Dispatch Center.
- C. <u>Annual Appropriations</u>. As described immediately above, continuation of this Agreement on an annual basis is contingent upon the annual appropriation of sufficient funds by each Party, and by the Authority Members through their normal budget approval process to fund the budget approved pursuant to Section IV of this Agreement. Approval by the Parties of each successive Exhibit B shall be considered notice that the Parties will appropriate funds for the year, or partial year, of service to which the approved Exhibit B applies.

#### VIII. Miscellaneous

- A. <u>Notices</u>. 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 registered or 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. <u>Insurance</u>. 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.
- C. <u>Existing Services</u>. It is the intent of the Parties that the Dispatch Center, through the provision of dispatching services pursuant to this Agreement, not decrease the level of services currently provided to any agency currently provided dispatching services.

	ficiaries. Nothing in this Agreement shall be deemed iciaries, or create a right or cause of action for the rson not a Party to this Agreement.
E. <u>Amendments</u> . Any a executed with the same formality as this Ag	mendments to this Agreement shall be in writing and reement.
F. <u>Prior Agreements</u> . Tregarding dispatch services by, for and/or be	This Agreement shall supersede all prior agreements etween Parties.
this Agreement or their application shall circumstance of any court having competent	vent that any of the terms, covenants or conditions of be held invalid as to any person, corporation or jurisdiction, the remainder of this Agreement and the nts or conditions to such persons, corporations or
	This Agreement shall be executed in several ginal, but all of which together shall constitute one in
IN WITNESS WHEREOF, the Part the day of, 2025.	ies have caused this Agreement to be executed as of
	UNITED FIRE DISPATCH AUTHORITY
	By: Novertive Cross III  UFDA Chairman Board of Directors  DATE: 30 Oct 25
	Address: 300 Perry Street Castle Rock, CO 80104
ATTEST:	
Day: Patti Nygaard	

Secretary

DATE: 11/03/2025

## DOUGLAS COUNTY BOARD OF COUNTY DOUGLAS COUNTY SHERIFF'S COMMISSIONERS

# **OFFICE**

BY:Abe Laydon, Chair	BY:		
DATE:	DATE:		
ATTEST:	APPROVED AS TO FISCAL CONTENT:		
BY: Clerk to the Board	BY:		
DATE:	DATE:		
APPROVED AS TO CONTENT:	APPROVED AS TO LEGAL FORM:		
BY:	BY:		
DATE.	DATE.		

## EXHIBIT A 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 ninety (90) 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 fire 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 Information Technology support as necessary to assist agencies in maintaining systems interfaced with dispatch, not to include radio support.
- 7. DCSO shall maintain the CAD call data transfer to UFDA member agencies. This information download will consist of the following fields:
  - Date
  - CAD Event #

- 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 1% of all UFDA 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:
  - Monthly report and Annual Summary Report (for each agency)
    - > Call totals for each UFDA agency
    - 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 en route.
  - Annual Summary Personnel Training Report
    - > Employee name
    - ➤ Hours of fire training
    - ➤ Hours of other training

- ➤ Hours of APCO dispatch training
- Annual Summary Quality Assurance report (based on 1% sampling).
  - Percentage of compliance based on call type
  - > Overall center compliance rate

<sup>\*</sup>Alarm – any request for service or response by fire or EMS agency.

#### Exhibit B

		2026 Contract Cost			
Mid-Point (Tier 5) Dispatcher with Benefits			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) Dental Contribution (Based on 2025 Cost - Family Coverage)		\$	2,322.98 38.98	\$	27,876 468
STD/Unemployment Consulting Fee (Broker Fee for All Benefits) COBRA Administration			10.50 10.94 0.45		126 131 5
Pcori Fee Advocacy Fee EAP Fee			0.55 1.00 1.20		7 12 14
Flex Fees		S	3.25 2.389.85	¢	28.678
		25 I	2,000,00		20,070
Variable (Based on Salaries):		_	100		
FICA/Medicare Retirement	7.6500% 8.0000%	\$	471.85 493.44	5	5,662 5,921
Retirement - 457 Term Life	3.0000% 0.1721%		185.04 10.62		2,220 127
Workers' Compensation LT Disability	0.1500% 0.5300%	i e	9.25 32.69		111 392
10 to 11 o 11 to 14 to 1	19.5021%	\$	1,202.89	\$	14,433
	Total Fringe			\$	43,111
Salary & Benefits Personnel Cost				\$	117,123
Cost Equivalent for 3 Tier 5 Dispatchers with Benefits				5	351,369

	Payment Schedule	600	
	(A)	Payments	
Payment due April 30, 2026 (25% of Contract)		\$	87,842
Payment due July 31, 2026 (25% of Contract)		\$	87,842
Payment due October 31, 2026 (25% of Contract)		\$	87,842
Payment due January 31, 2027 (25% of Contract)		\$	87,842
	Total 2026 Contract Cost	\$	351,369

## **DISPATCH SERVICES AGREEMENT**

Final Audit Report 2025-11-03

Created: 2025-10-30

By: Norris Croom (ncroom@crgov.com)

Status: Signed

Transaction ID: CBJCHBCAABAAqSQwncCj544loLlqlrAMw06M6aHmFXaZ

## "DISPATCH SERVICES AGREEMENT" History

Document created by Norris Croom (ncroom@crgov.com) 2025-10-30 - 7:43:02 PM GMT

Document emailed to Patti Nygaard (pnygaard@larkspurfire.org) for signature 2025-10-30 - 7:43:07 PM GMT

Document emailed to Norris Croom (ncroom@crgov.com) for signature 2025-10-30 - 7:43:07 PM GMT

Email viewed by Norris Croom (ncroom@crgov.com)
2025-10-30 - 7:46:01 PM GMT

Document e-signed by Norris Croom (ncroom@crgov.com)
Signature Date: 2025-10-30 - 7:46:18 PM GMT - Time Source: server

Email viewed by Patti Nygaard (pnygaard@larkspurfire.org) 2025-11-03 - 6:14:28 PM GMT

Document e-signed by Patti Nygaard (pnygaard@larkspurfire.org)
Signature Date: 2025-11-03 - 6:17:48 PM GMT - Time Source: server

Agreement completed.
 2025-11-03 - 6:17:48 PM GMT