

**INTERGOVERNMENTAL AGREEMENT CONCERNING
CREATION OF BACKUP DISPATCH CENTER**

WHEREAS, the Jefferson County Emergency Communications Authority (“Authority”) is a legal entity organized pursuant to C.R.S. 29-11-100.5, et. seq., which assists the Broomfield and Jefferson Counties’ public safety answering points (“PSAPs” or individually “PSAP”) with providing emergency dispatching services to the residents within their jurisdictions; and

WHEREAS, the West Metro Fire Protection District (“West Metro”) is a legal entity organized pursuant to C.R.S. §32-1-101, et seq., which provides protection against fire and provides ambulance, emergency medical, and rescue services; and

WHEREAS, West Metro provides emergency dispatching for its own fire and rescue personnel, for the Wheat Ridge Fire Department, and for the Fairmount Fire Protection District; and

WHEREAS, West Metro is currently constructing Station 10, which includes a training center (“Training Center”) which is scheduled to become operational in the fall of 2009; and

WHEREAS, there exists an opportunity for the Training Center to contain a facility dedicated as a backup emergency dispatching center for other PSAPs within the Authority’s jurisdiction; and

WHEREAS, governments are authorized pursuant to C.R.S. §29-1-203 to cooperate in the performance of governmental functions.

NOW, THEREFORE, in consideration of the mutual promises and benefits set forth herein, the parties hereto agree as follows:

1. Purpose. In the event of a situation resulting in one of the existing PSAPs being unable to dispatch from its current location, the Authority desires a location from which dispatching can occur with minimal disruption to the operations of the dispatching agency.
2. Intent and Name. West Metro shall provide use of the Training Center for an emergency backup public safety answering point, which shall hereafter be officially known as the “South Jefferson County Regional Backup Communications Center (“Backup Dispatch Center”).
3. Location. The Training Center which shall contain the Backup Dispatch Center is being constructed by West Metro at 3535 S Kipling St. in unincorporated Jefferson County, Colorado.
4. Space Usage within the Training Center. Active computer aided dispatch (“CAD”) work stations will be located in room 120. Additionally, subject to the equipment being purchased by the Authority, West Metro shall provide adequate space in room 103 for installation and use of additional active CAD work stations. CAD servers and telecommunications equipment will be housed in rooms 104 and 105. PSAP personnel will also have access to the toilet, the bath/shower, the dining facilities, and such other locations as needed to accomplish the purposes of operating a dispatch facility. Attached as Exhibit A is a diagram depicting the locations available for PSAP use as a Backup Dispatch Center. Nothing herein shall prevent the parties from modifying the room usage by subsequent written agreement.

5. Construction Funding. The Jefferson County Emergency Communications Authority Board of Directors ("Authority Directors") has approved initial funding for the Backup Dispatch Center. On April 23, 2009, the Authority Directors authorized expenditures not to exceed \$450,000 for payment of the incremental costs to initially prepare the Training Center as a Backup Dispatch Center. These incremental costs would include, but are not limited to, additional cabling, conduits, connectivity, PSAP related infrastructure, and electrical and mechanical charges to ready the Training Center as the Backup Dispatch Center. Presentation of Backup Dispatch Center related construction expenses shall be delivered to the Executive Director of the Authority with sufficient documentation for the Authority to consider payment.

6. Backup Dispatch Center Operations Committee. There shall be established a Backup Dispatch Center Operations Committee (Operations Committee) consisting of one representative from each of the following entities: West Metro, the Authority, the Authority Advisory Committee, the City of Lakewood, the City of Wheat Ridge, the City of Golden and the Jefferson County Sheriff's Office. This committee shall make recommendations to West Metro and the Authority on all issues relating to initial and subsequent equipping, configuring, maintaining, operating, and financing the backup PSAP. The Authority may authorize additional entity participation on the Operations Committee.

7. Equipping and Maintaining the Backup Dispatch Center. The Authority, after consideration of the Operations Committee recommendations, shall determine the appropriate equipment, operational needs, and maintenance requirements for the Backup Dispatch Center. Annually, the Authority will consider funding for the purchase and maintenance of the equipment needed for the Backup Dispatch Center to be operational in the event of an emergency. West Metro shall be solely responsible for all funding related to maintaining the building structure and building costs and on-going expenses not directly related to the Backup Dispatch Center. The Authority shall be solely responsible for the expenses that the Authority deems necessary for the operation of the Backup Dispatch Center.

8. Backup Dispatch Center Use. West Metro shall make the Backup Dispatch Center available for use by any PSAP whenever a PSAP determines that an emergency exists and that their own dispatching facility is not sufficient to fulfill their dispatching responsibilities. Each PSAP shall be provided with a secure means of access to the Backup Dispatch Center. A PSAP shall notify a designated West Metro employee as soon as the PSAP determines that it needs to use the Backup Dispatch Center. West Metro shall allow PSAPs to train at the Backup Dispatch Center as needed on dates and times agreed to between West Metro and the PSAPs. A PSAP shall enter into a Backup Dispatch Center Use Agreement with West Metro for use of the Backup Dispatch Center.

9. Maintenance and Ongoing Expenses. It is anticipated that the Backup Dispatch Center will be equipped with 911 CAMA trunks, broadband data access, emergency and end line power, administrative telephone lines, and be available for use 24 hours a day, 7 days a week. The Authority will determine the maintenance needs of the Backup Dispatch Center after consideration of the Operations Committee's recommendations. Subject to annual appropriation, the Authority shall pay the monthly recurring fees for maintaining and reimburse West Metro the cost for insuring the Backup Dispatch Center's equipment.

10. Integration and Amendment. This IGA represents the entire agreement between the parties with regard to the subject matter of this Agreement, and there are no oral or collateral agreements or understandings. This IGA may be amended only by an instrument in writing signed by the parties. If any provision of this IGA is held invalid or unenforceable, no other provision shall be effected by such holding, and all of the remaining provisions of this IGA shall continue in full force and effect.

11. Equipment Ownership. Equipment purchased by the Authority for use in the Backup Dispatch Center by more than one agency shall be owned by West Metro and shall be insured by West Metro in the same manner as similar equipment owned by West Metro is being insured. The equipment purchased by the Authority shall remain at the Training Center until this IGA has been terminated. Equipment purchased by the Authority for use by one specific PSAP shall be owned by the PSAP using the equipment and will be insured by that PSAP in the same manner as similar equipment owned by that PSAP is being insured.

12. Termination of IGA. Either party may terminate this IGA by giving six (6) months written notice of termination to the other party.

a. If West Metro terminates this IGA within three (3) years of signing this IGA, West Metro shall fully reimburse the Authority for all costs and expenditures paid by the Authority pursuant to this IGA. Upon full reimbursement, possession of the equipment purchased by the Authority for the Backup Dispatch Center shall remain with West Metro.

b. If the Authority terminates this Agreement by not funding the Backup Dispatch Center as set forth herein, the PSAPs and West Metro will continue to be subject to the Backup Dispatch Center Use Agreement and the expenses previously funded by the Authority will be subject to allocation as determined by the PSAPs and West Metro.

c. If West Metro or the Authority terminates this IGA more than three (3) years after signing this IGA, West Metro shall not be required to reimburse the Authority. At the discretion of the Authority, the Authority may move the equipment to another site selected and approved by the Authority and West Metro shall transfer its ownership interest to the Authority.

d. In the event of a material breach of this Agreement, the non-breaching party may declare, within 90 days of the breach, that this Agreement is terminated and the provisions of paragraph 12 (a-c) shall apply.

1. The failure of either party to declare a material breach of this Agreement by the other party within 90 days of the breach shall be deemed a waiver of the breach.

13. Alternative Dispute Resolution. In the event of any dispute or claim arising under or related to this IGA, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the State of

Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Jefferson County. The cost of such mediation shall be shared equally.

14. Binding Effect. This IGA shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this Agreement.

15. Miscellaneous.

a. None of the Parties waives the rights, limitations, and defenses of the Colorado Governmental Immunity Act or other rights or protections as otherwise provided by law.

b. This IGA may be executed by Parties with separate signature pages, each of which shall constitute an original and together which shall constitute one and the same agreement.

16. Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this IGA.

17. Governing Law. This IGA shall be governed by the laws of the State of Colorado without regard to its conflicts of law principles.

18. Responsibility. Each Party shall remain responsible for the acts and omissions of its own officials, employees, and agents and shall not be responsible for the acts or omissions of the officials, employees, or agents of the other Party or any PSAP user.

19. Non-Appropriation. Payment of on-going expenses is subject to annual appropriation of monies necessary to fund this IGA.

20. Relationship of the Parties. Each Party is an independent contractor. This IGA and the transactions contemplated hereunder shall not create between the Parties a relationship of agency, joint venture, partnership, or employment. Each Party acknowledges that the performance of its obligations under this IGA shall not result in any change in the employment status of such Party's employees, and such Party's employees shall remain solely the employees of such Party.

21. No Third Party Beneficiaries. Enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this IGA shall give or allow any such claim or right of action by any other person or entity not a party to this IGA.

22. Further Assurance. The Parties shall execute any other documents and take any other action necessary to carry out the intent of this IGA.

23. Duration. This IGA is for a period of five (5) years, beginning on the date of this IGA, and subject to the termination as stated herein. At the termination of the initial term of this IGA, this IGA will automatically renew each year thereafter for an additional one year period, subject to the termination provisions, above.

West Metro Fire Rescue

Jefferson County Emergency
Communications Authority

James W. Kullhem

By: James W. Kullhem

Title: Board President

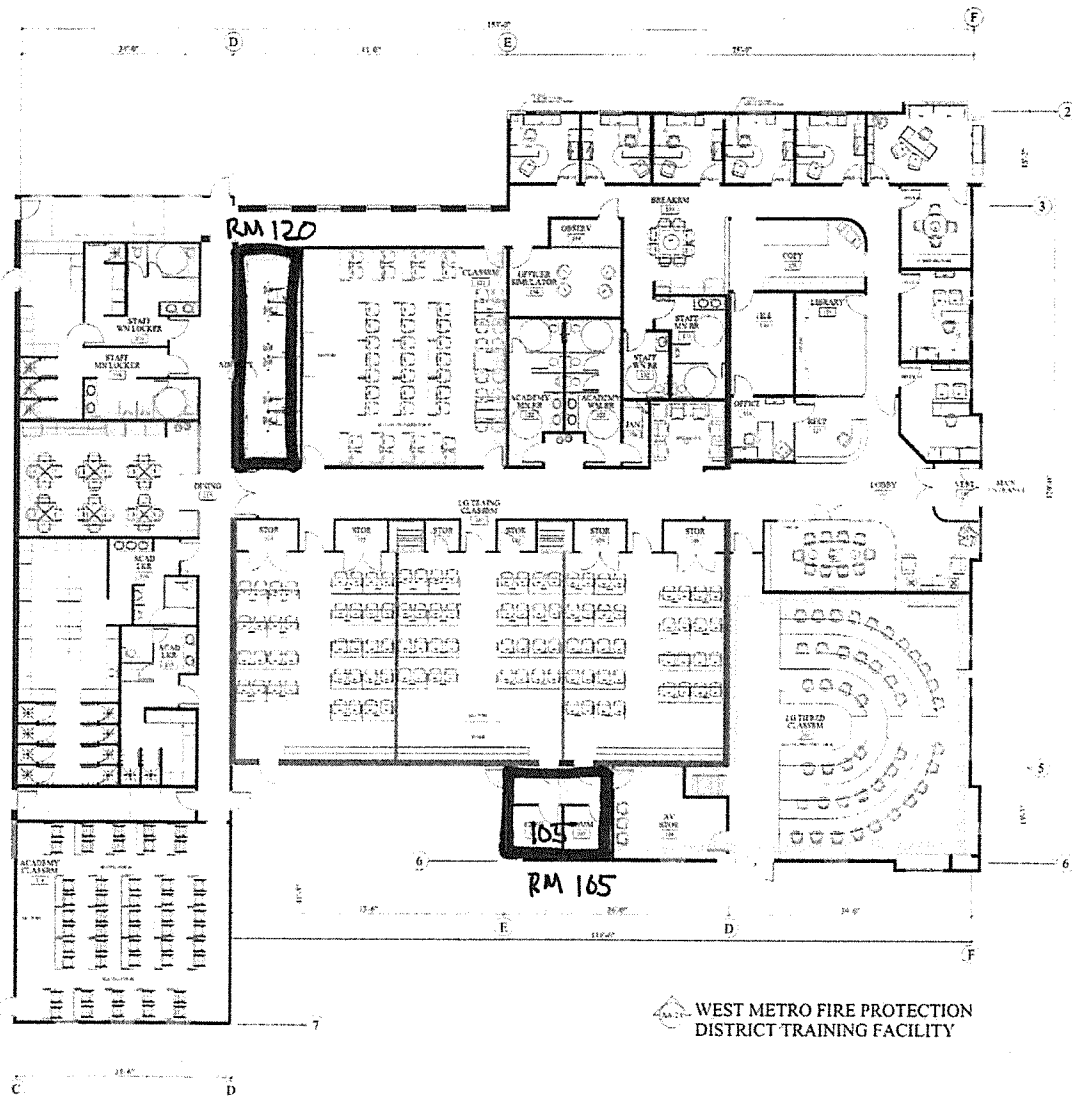
Date: May 18, 2010

Lynn Johnson

By: Lynn Johnson

Title: Chairman

Date: 5-20-10

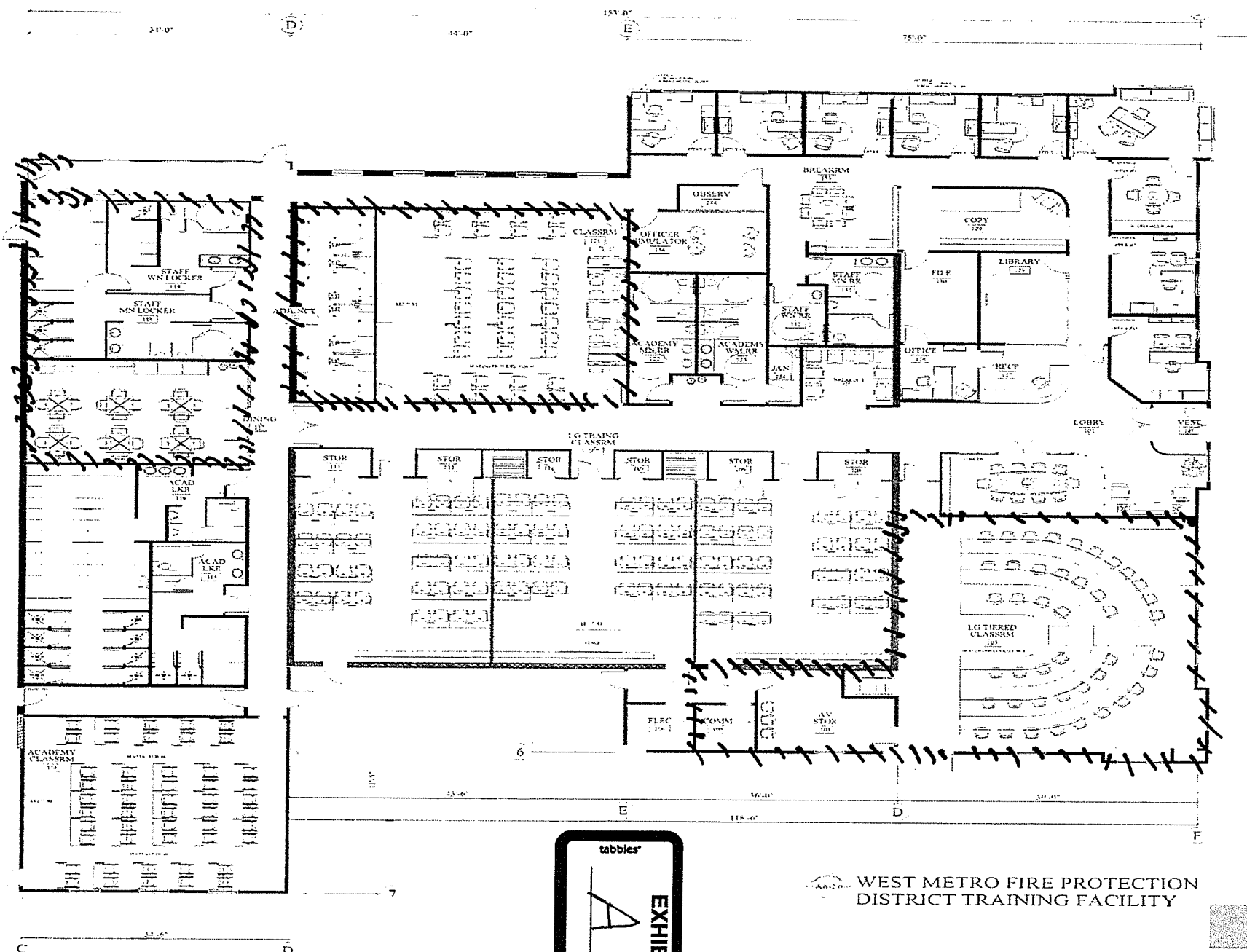


PLAN

WEST METRO FIRE PROTECTION DISTRICT TRAINING FACILITY

EXHIBIT
 3/19/14
 A
 Revised
 existing
 tables

— = IMMEDIATE USE ROOMS 120, 105, 106 (DONT EXIST)
 = LONG TERM EOC USE 103, 104, 121, SHOWERS + CAFE



tables®
EXHIBIT
A
Old Original

WEST METRO FIRE PROTECTION DISTRICT TRAINING FACILITY