

**911 EQUIPMENT RESOURCE SHARING MEMORANDUM  
OF UNDERSTANDING**

WHEREAS, the Jefferson County Emergency Communications Authority ("JCECA") is a legal entity organized pursuant to C.R.S. 29-11-100.5, et. seq., to assist its member public safety answering points ("PSAPs" or individually "PSAP") with providing emergency dispatching services to the residents within their jurisdictions; and

WHEREAS, the Cities of Westminster and Arvada are home rule municipalities located in Jefferson and Adams County, Colorado; and

WHEREAS, the City of Arvada Police Department ("APD") provides police protection for Arvada and the Westminster Police Department ("WPD") provides police and fire protection for Westminster; and

WHEREAS, the Arvada Fire Protection District ("AFD") provides fire suppression and prevention, ambulance transport and emergency medical services for the City of Arvada, portions of the City of Wheat Ridge and portions of unincorporated Jefferson County, Colorado; and

WHEREAS, the Evergreen Fire Protection District ("EFD") provides fire suppression and prevention, ambulance transport and emergency medical services for the Town of Evergreen and portions of unincorporated Jefferson and Park Counties, Colorado; and

WHEREAS, Westminster, APD, AFD and EFD wish to cooperate and share certain emergency telephone equipment and other 911 equipment in an effort to reduce cost and move toward next-generation E-911 capability; and

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

WHEREAS, it has been and continues to be the policy of JCECA that ownership of equipment purchased by JCECA belongs to the PSAP housing the equipment; and

WHEREAS, the parties currently are sharing 911 equipment; and

WHEREAS, Arvada and Westminster currently share a radio communications system.

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

1. **E-911 Dispatching Equipment.**

- A. Located at WPD is a "Patriot Sentinel" Voice over Internet Protocol ("VoIP") system, which includes 4 controlling servers (denoted as "A" set servers), gateway/trunking interface devices, 9 workstations, and remote access hardware.
- B. Located at APD is the same "Patriot Sentinel" system as exists at the WPD, with the 4 controlling servers denoted as "B" set servers.
- C. AFD is currently connected as a remote 911 site with 4 workstations, and gateway/trunking interface devices. AFD is connected to WPD via a 10 Meg QMOE

circuit. The EFD is also connected as a remote 911 site via QMOE. The hardware used to connect the sites via the QMOE is all Cisco based and was purchased by JCECA and installed by Century Link Communications.

- D. Currently all sites retain their own 911 trunks, ANI/ALI circuits (as allowed by the product) and Administrative/Non-Emergency lines. There is no centralization of trunking at this time.

2. **Scope of the Agreement.**

- A. The parties shall cooperate insofar as practical in the design, acquisition, and operation of 911 dispatch communication equipment. The parties will share a geographic level of redundancy that strengthens the already redundant hardware level of the "Patriot Sentinel" product. When the equipment is near end of life the parties shall determine what future configuration, whether together or independently or with additional jurisdictions, should be utilized.
- B. To the extent that such does not interfere with the connectivity between the parties and the sharing of the 911 equipment, each party shall continue to internally administer the dispatch operating procedures deemed appropriate by that party.

3. **Day to Day Operations.**

- A. During normal "day to day" operations
1. Each site's workstations will be connected to and operate off the WPD "A" side servers.
  2. All site's gateway/trunking devices will be connected to and operate off the WPD "A" side servers.
  3. The Aurora Product that will be installed at WPD will handle all call accounting.
  4. In the event of a network/hardware failure, the system's failover will depend on the level of outage. The following is an outline of such failures and the proper system response that is expected to keep the sites operational:
    - a. In the event the WPD "A" side servers are offline (and assuming all network connections are up), each site's workstations and gateway/trunking devices will fail over to the APD "B" servers and calls will continue to be processed with no manual intervention to the hardware or software by communication center staff. Upon the restoration of the "A" servers, each site's workstations and gateway/trunking devices will re-establish services to the "A" servers. WPD workstations and gateway devices will use the RadCom T-1 device network for fail-over; QMOE will not be used by this site for failover at this time. AFD and EFD will failover to the "B" servers using the QMOE network.

- b. In the event the APD "B" side servers are offline (and assuming all network connections are up), no workstations or gateway/trunking devices are to fail over as they are expected to be connected to the "A" side servers 100% of the time. Repair and restoration of the "B" side servers would be expected.
- c. In the event the QMOE service link for AFD and EFD were to become disrupted to WPD, the AFD and EFD workstations and gateway/trunking devices will failover to the APD "B" servers, assuming the QMOE service link for AFD to APD and EFD to APD remain operational; otherwise, the AFD and/or the EFD sites are offline until the QMOE is repaired. (Future plans may provide for a secondary network route using wireless data connections). It may be possible that the "A" side servers will be visible to the AFD and/or EFD workstations and gateway/trunking devices via APD if the RadCom T-1 Device network is operational.
- d. In the event the RadCom T-1 device network were to become unavailable (offline), only APD would switch over to the "B" servers. This would be necessary until the RadCom T-1 device network services are restored. WPD would still be connected to the "A" servers located at their site. APD workstations and gateway/trunking devices will not use the QMOE network to route to WPD for failover at this time, but future plans may call for the use of this network should the RadCom T-1 device network become unavailable. AFD and EFD will continue to operate from the "A" side servers with no manual intervention by communication center staff.

4. **Miscellaneous.**

- A. Each party shall maintain the equipment and connections located within its jurisdiction to the degree it believes is reasonably needed to maintain the adequacy of the system. No party, however, has a duty to perform any repairs or equipment upgrades that is not paid for by JCECA.
- B. The existing configuration may change as determined by the parties, and without the necessity of modifying this MOU. The parties may mutually select a joint method of sharing equipment different than specified herein. Upon 180 days notice to the other parties, any party may terminate its participation in this MOU.
- C. This MOU shall constitute written consent by Arvada and Westminster for the parties identified in this MOU to use the Radio Communications System identified in the April 27, 1992 Intergovernmental Agreement between Arvada and Westminster.

[SIGNATURES IMMEDIATELY FOLLOW]

City of Westminster Police Department

By: [Signature]  
Title: CHIEF OF POLICE  
Date: 1-15-13

Arvada Fire Protection District

By: [Signature]  
Title: FIRE CHIEF  
Date: 2-5-13

Arvada Police Department

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Evergreen Fire Protection District

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **911 EQUIPMENT RESOURCE SHARING MEMORANDUM OF UNDERSTANDING**

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

WHEREAS, the Cities of Westminster and Arvada are home rule municipalities located in Jefferson and Adams County, Colorado; and

WHEREAS, the City of Arvada Police Department (“APD”) provides police protection for Arvada and the Westminster Police Department (“WPD”) provides police and fire protection for Westminster; and

WHEREAS, the Arvada Fire Protection District (“AFD”) provides fire suppression and prevention, ambulance transport and emergency medical services for the City of Arvada, portions of the City of Wheat Ridge and portions of unincorporated Jefferson County, Colorado; and

WHEREAS, the Evergreen Fire Protection District (“EFD”) provides fire suppression and prevention, ambulance transport and emergency medical services for the unincorporated community known as Evergreen and portions of unincorporated Jefferson and Clear Creek Counties, Colorado; and

WHEREAS, Westminster, APD, AFD and EFD wish to cooperate and share certain emergency telephone equipment and other 911 equipment in an effort to reduce cost and move toward next-generation E-911 capability; and

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

WHEREAS, it has been and continues to be the policy of JCECA that ownership of equipment purchased by JCECA belongs to the PSAP housing the equipment; and

WHEREAS, the parties currently are sharing 911 equipment; and

WHEREAS, Arvada and Westminster currently share a radio communications system.

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

1. **E-911 Dispatching Equipment.**

A. Located at WPD is a “Patriot Sentinel” Voice over Internet Protocol (“VoIP”) system, which includes 2 controlling servers (denoted as “A” set servers), gateway/trunking interface devices, 9 workstations, and remote access hardware. This site also has a 10 Meg QMOE Network Interface connected to Cisco networking hardware for remote site connectivity. This site is connected to APD via 8 T-1 interfaces (via RadCom), whereas 4 are bonded together to create a 6 Meg data connection at Layer 2, and the other 4 are bonded to create a 6 Meg data connection for redundancy.

- B. Located at APD is the same “Patriot Sentinel” system as exists at the WPD, with the 2 controlling servers denoted as “B” set servers, gateway/trunking interface devices, and 7 workstations, and remote access hardware. This site also has a 10 Meg QMOE Network Interface connected to Cisco networking hardware for remote site connectivity. This site is also connected to WPD via 8 T-1 interfaces (via RadCom), whereas 4 are bonded together to create a 6 Meg data connection at Layer 2, and the other 4 are bonded to create a 6 Meg data connection for redundancy.
- C. AFD is currently connected as a remote 911 site with 4 workstations, and gateway/trunking interface devices. AFD is connected to WPD via a 10 Meg QMOE circuit. AFD is also connected as a remote 911 site via 10 Meg QMOE to APD. The hardware used to connect the sites via the QMOE is all Cisco based and was purchased by JCECA and installed by Century Link Communications.
- D. EFD is currently connected as a remote 911 site with 4 workstations, and gateway/trunking interface devices. EFD is connected to WPD via a 20 Meg QMOE circuit. The EFD is also connected as a remote 911 site via 20 Meg QMOE to APD. The hardware used to connect the sites via the QMOE is all Cisco based and was purchased by JCECA and installed by Century Link Communications.
- E. Currently all sites retain their own 911 trunks, ANI/ALI circuits (WPD and APD only as allowed by the product) and Administrative/Non-Emergency lines. There is no centralization of trunking at this time.

## 2. **Scope of the Agreement.**

- A. The parties shall cooperate insofar as practical in the design, acquisition, and operation of 911 dispatch communication equipment. The parties will share a geographic level of redundancy that strengthens the already redundant hardware level of the “Patriot Sentinel” product. When the equipment is near end of life the parties shall determine what future configuration whether together, or independently, or with additional jurisdictions, should be utilized.
- B. To the extent that such does not interfere with the connectivity between the parties and the sharing of the 911 equipment, each party shall continue to internally administer the dispatch operating procedures deemed appropriate by that party.

## 3. **Day to Day Operations.**

- A. During normal “day to day” operations
  - 1. Each site’s workstations will be connected to and operate off either the WPD “A” side servers or APD “B” side servers, whichever the product solution requires throughout the day.
  - 2. All site’s gateway/trunking devices will be connected to and operate off either the WPD “A” side servers, or APD “B” side servers, whichever the product solution requires throughout the day.

3. The Aurora Product is installed at WPD and will handle all call accounting for each PSAP.
4. In the event of a network/hardware failure, the system's failover will depend on the level of outage. The following is an outline of such failures and the proper system response that is expected to keep the sites operational:
  - a. In the event the WPD "A" side servers are offline (and assuming all network connections are up), each site's workstations and gateway/trunking devices will fail over to the APD "B" servers and calls will continue to be processed with no manual intervention to the hardware or software by communication center staff. Upon the restoration of the "A" servers, each site's workstations and gateway/trunking devices may re-establish services to the "A" servers, but is not required by the product at this time. WPD workstations and gateway devices will use the RadCom T-1 device network for fail-over; QMOE will not be used by this site for failover at this time. AFD and EFD will failover to the "B" servers using the QMOE network.
  - b. In the event the APD "B" side servers are offline (and assuming all network connections are up), any and all workstations or gateway/trunking devices are to fail over to the "A" side servers. Repair and restoration of the "B" side servers would be expected. APD workstations and gateway devices will use the RadCom T-1 device network for fail-over; QMOE will not be used by this site for failover at this time. AFD and EFD will failover to the "A" servers using the QMOE network.
  - c. In the event the QMOE service link for AFD and EFD were to become disrupted to WPD, the AFD and EFD workstations and gateway/trunking devices will route to the APD site, but will use the RadCom T-1 Network to remain connected to the WPD "A" Servers. Should the RadCom network become unavailable, AFD and or EFD will failover to the APD "B" servers, assuming the QMOE service link for AFD to APD and EFD to APD remain operational; otherwise, the AFD and/or the EFD sites are offline until the QMOE is repaired. (Future plans may provide for a secondary network route using wireless data connections).
  - d. In the event the RadCom T-1 device network between WPD and APD were to become unavailable (offline), only APD would switch over to the "B" servers. This would be necessary until the RadCom T-1 device network services are restored. WPD would still be connected to the "A" servers located at their site. APD workstations and gateway/trunking devices will not use the QMOE network to route to

WPD for failover at this time, but future plans may call for the use of this network should the RadCom T-1 device network become unavailable. AFD and EFD will continue to operate from the "A" side servers with no manual intervention by communication center staff.

4. **Miscellaneous.**

- A. Each party shall maintain the equipment and connections located within its jurisdiction to the degree it believes is reasonably needed to maintain the adequacy of the system. No party, however, has a duty to perform any repairs or equipment upgrades that is not paid for by JCECA. Each PSAP shall notify the other Parties to this MOU whenever equipment used in this MOU will not be operational due to repairs, maintenance or for any other reason.
- B. The existing configuration may change as determined by the parties, and without the necessity of modifying this MOU. The parties may mutually select a joint method of sharing equipment different than specified herein. Upon 180 days notice to the other parties, any party may terminate its participation in this MOU.
- C. 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.
- D. This MOU 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.
- E. 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 MOU.
- F. 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.
- G. Payment of on-going expenses is subject to annual appropriation of monies necessary to fund this MOU.
- H. Each Party is an independent contractor. This MOU 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 MOU 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.
- I. Enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any such claim or right of action by any other person or entity not a party to this MOU.



- J. The Parties shall execute any other documents and take any other action necessary to carry out the intent of this MOU.
- K. This MOU is for a period of five (5) years, beginning on the date of this MOU, and subject to the termination as stated herein. At the termination of the initial term of this MOU, this MOU will automatically renew each year thereafter for an additional one year period, subject to the termination provisions, above.

City of Westminster Police Department

Arvada Fire Protection District

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 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Arvada Police Department

Evergreen Fire Protection District

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 By: MICHAEL CUEBLE  
 Title: FIRE CHIEF  
 Date: 3/18/2013

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3. **Day to Day Operations.**

- A. During normal "day to day" operations
  - 1. Each site's workstations will be connected to and operate off either the WPD "A" side servers or APD "B" side servers, whichever the product solution requires throughout the day.
  - 2. All site's gateway/trunking devices will be connected to and operate off either the WPD "A" side servers, or APD "B" side servers, whichever the product solution requires throughout the day.

3. The Aurora Product is installed at WPD and will handle all call accounting for each PSAP.
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  - b. In the event the APD "B" side servers are offline (and assuming all network connections are up), any and all workstations or gateway/trunking devices are to fail over to the "A" side servers. Repair and restoration of the "B" side servers would be expected. APD workstations and gateway devices will use the RadCom T-1 device network for fail-over; QMOE will not be used by this site for failover at this time. AFD and EFD will failover to the "A" servers using the QMOE network.
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4. **Miscellaneous.**

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City of Westminster Police Department


Arvada Fire Protection District

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 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Arvada Police Department

Evergreen Fire Protection District

  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: Chief of Police  
 Date: 3-18-13

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_