

**A MEMORANDUM OF UNDERSTANDING CONCERNING THE COMBINED  
INCIDENT DISPATCH TEAM**

1.0 **PARTIES.** This Memorandum of Understanding (“MOU”) is dated for reference purposes only as January 2, 2008, between the Arvada Fire Protection District, the Arvada Police Department, the Evergreen Fire Protection District, the Golden Police Department, the Jefferson County E-911 Emergency Communications Authority, the Jefferson County Sheriff’s Office, the Lakewood Police Department, the West Metro Fire Protection District, the Westminster Police Department, and the Wheat Ridge Police Department (“Parties” collectively or “Party” individually).

2.0 **RECITALS.**

2.1 Governments are authorized pursuant to C.R.S. §29-1-203 to cooperate in the performance of governmental functions;

2.2 The Parties hereto each operate emergency dispatch services;

2.3 Jefferson County has developed a Combined Incident Dispatch Team (“JeffCo CIDT” and “CIDT”);

2.4 The CIDT is staffed by dispatchers, who are available on an as-needed basis from one or more of the Parties hereto, in instances when the CIDT needs dispatchers for emergency or training purposes;

2.5 The JeffCo CIDT was created to respond to Incidents (defined below) by offering professional-level dispatch, communication, documentation, management, and leadership;

2.6 The CIDT Dispatchers (defined below) are specially-trained dispatchers from the Parties hereto; and

2.7 The establishment of a Memorandum of Understanding authorizing the use of dispatchers for the JeffCo CIDT on a statewide level for Incidents serves the public good by promoting the safety, security, and general welfare of the citizens of the State of Colorado.

3.0 **DEFINITIONS.**

*Incident* means an emergency that a local entity cannot respond to adequately without assistance from other law enforcement, firefighting, dispatch, and / or emergency-service providers.

*Jefferson County Combined Incident Dispatch Team ("JeffCo CIDT")* means the Jefferson County specially-trained emergency dispatch team qualified to operate dispatch and communications during an Incident from a field command post or other dispatch center.

*JeffCo CIDT Member Dispatcher ("CIDT Dispatcher")* means a specially trained emergency dispatcher, who is a member of the JeffCo CIDT and employed by a Party hereto (collectively referred to as "*CIDT Dispatchers*").

*Jefferson County E-911 Emergency Communications Authority ("E-911 Authority")* means the separate legal entity created by intergovernmental agreement (Third Amendment dated January 1, 1998) pursuant to C.R.S. §29-11-100.5 et. seq.

*Party* means an entity that has entered into this MOU (collectively referred to as "*Parties*").

**4.0 PARTICIPATION.** When JeffCo CIDT assistance is requested, the Parties who employ CIDT Dispatchers shall have the discretion to permit their CIDT Dispatchers to participate with the JeffCo CIDT.

**5.0 EMPLOYMENT.** The CIDT Dispatchers shall remain employees of their respective Parties during the time they serve with the JeffCo CIDT. All personnel expenses of a Party's CIDT Dispatcher shall remain the responsibility of such Party.

**6.0 REIMBURSEMENT.** Each Party employing CIDT Dispatchers may submit to the E-911 Authority a request for reimbursement of personnel expenses incurred for a replacement dispatcher to fill the dispatching position vacated by such Party's CIDT Dispatcher participating in emergencies or training with the CIDT if such personnel expenses are not reimbursed by a third party.

**6.1** The E-911 Authority has approved by Resolution (a copy of which is attached to this MOU as Exhibit A) a policy that the E-911 Authority will reimburse personnel expenses necessarily incurred for a replacement dispatcher to fill the dispatching position vacated by a CIDT Dispatcher participating in emergencies or training with the CIDT if such personnel expenses are not reimbursed by a third party.

**7.0 FINANCIAL CONTRIBUTIONS.** Nothing in this MOU shall require any Party to contribute any funds for any purpose or to any other Party other than for the E-911 Authority to pay the personnel expenses as set forth herein and in accordance with the attached policy. In the event that the E-911 Authority changes its policy on reimbursing Parties for CIDT Dispatchers and replacement dispatchers, notice of termination of this MOU shall be provided to the Parties in writing at the addresses below listed.

**8.0 MISCELLANEOUS.**

8.1 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.

8.2 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.

9.0 **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 MOU.

10.0 **INTEGRATION AND AMENDMENT.** This MOU represents the entire agreement between the Parties with regards to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This MOU may be amended only by an instrument in writing signed by the Parties. If any provision of this MOU is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this MOU shall continue in full force and effect.

11.0 **GOVERNING LAW.** This MOU shall be governed by the laws of the State of Colorado without regard to its conflicts of law principles.

12.0 **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 Parties.

13.0 **NON-APPROPRIATION.** Payment of personnel expenses as set forth herein is subject to annual appropriation of monies necessary to fund this MOU and the E-911 Authority's authority to expend funds collected in accordance with C.R.S. §§29-11-100.5 et. seq.

14.0 **INSURANCE.** Each Party shall maintain insurance or self-insurance sufficiently adequate to protect such Party from any liability arising from or relating to such Party's obligations under this MOU. Such insurance shall cover all activities of its employees and agents in connection with this MOU. Each Party shall be responsible for its own acts and omissions and the acts and omissions of its respective employees and agents. Each Party shall waive all right of subrogation or recovery against the other Parties if any incident, accident, act or condition is covered by insurance.

15.0 **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor, and 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.

16.0 **NO THIRD PARTY BENEFICIARIES.** 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.

17.0 **FURTHER ASSURANCES.** The Parties shall execute any other documents and to take any other action necessary to carry out the intent of this MOU.

The Parties have executed this Memorandum of Understanding Concerning the Combined Incident Dispatch Team as of the date set forth above.

ARVADA FIRE PROTECTION DISTRICT

  
\_\_\_\_\_  
Jon Greer, Fire Chief  
6503 Simms St  
Arvada, CO 80001-0060

ARVADA POLICE DEPARTMENT

\_\_\_\_\_  
Don Wick, Police Chief  
P.O. Box 8108  
Arvada, CO 80001-8108

BROOMFIELD POLICE DEPARTMENT

\_\_\_\_\_  
Tom Deland, Police Chief  
7 Descombes Drive  
Broomfield, CO 80020

EVERGREEN FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Gary DeJong  
P.O. Box 1498  
Evergreen, CO 80437

GOLDEN POLICE DEPARTMENT

\_\_\_\_\_  
William Kilpatrick, Police Chief  
911 Tenth Street  
Golden, CO 80401

JEFFERSON COUNTY E-911 EMERGENCY COMMUNICATIONS AUTHORITY

\_\_\_\_\_  
William Kilpatrick, Chairman  
911 Tenth Street  
Golden, CO 80401

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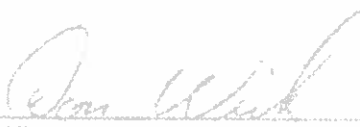
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Don Wick, Police Chief  
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BROOMFIELD POLICE DEPARTMENT

EVERGREEN FIRE PROTECTION DISTRICT

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Tom Deland, Police Chief  
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Gary Deering  
P.O. Box 1495  
Evergreen, CO 80437

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ARVADA POLICE DEPARTMENT

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6503 Simms St  
Arvada, CO 80001-0060

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Don Wick, Police Chief  
P.O. Box 8108  
Arvada, CO 80001-8108

BROOMFIELD POLICE DEPARTMENT

EVERGREEN FIRE PROTECTION DISTRICT

---

Tom Deland, Police Chief  
7 Descombes Drive  
Broomfield, CO 80020

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*Garry* Gary DeJong, Fire Chief  
~~P.O. Box 1498~~ Evergreen Fire/Rescue  
~~Evergreen, CO 80437~~ 1802 Bergen Parkway  
Evergreen, CO 80439

GOLDEN POLICE DEPARTMENT

JEFFERSON COUNTY E-911 EMERGENCY COMMUNICATIONS AUTHORITY

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911 Tenth Street  
Golden, CO 80401

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7 Descombes Drive  
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Gary DeJong  
P.O. Box 1498  
Evergreen, CO 80437


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William Kilpatrick, Police Chief  
911 Tenth Street  
Golden, CO 80401



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William Kilpatrick, Chairman  
911 Tenth Street  
Golden, CO 80401

JEFFERSON COUNTY SHERIFF'S  
OFFICE

*T.B. Mink*

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Ted Mink, Sheriff  
200 Jefferson County Parkway  
Golden, CO 80401

LAKESWOOD POLICE DEPARTMENT

---

Ron Burns, Police Chief  
480 S. Allison Pkwy.  
Arvada, CO 80226

WEST METRO FIRE PROTECTION  
DISTRICT

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Douglas C. McBee, Fire Chief  
433 S. Allison Pkwy.  
Arvada, CO 80226

WESTMINSTER POLICE DEPARTMENT

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Lee Birk, Police Chief  
9110 Yates Street  
Westminster, CO 80031

WHEAT RIDGE POLICE DEPARTMENT

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Dan Brennan, Police Chief  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033



COMMUNICATIONS AUTHORITY

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William Kilpatrick, Police Chief  
911 Tenth Street  
Golden, CO 80401

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William Kilpatrick, Chairman  
911 Tenth Street  
Golden, CO 80401


JEFFERSON COUNTY SHERIFF'S  
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LAKEWOOD POLICE DEPARTMENT

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Ted Mink, Sheriff  
200 Jefferson County Parkway  
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WHEAT RIDGE POLICE DEPARTMENT

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Dan Brennan, Police Chief  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

**JEFFERSON COUNTY SHERIFF'S  
OFFICE**

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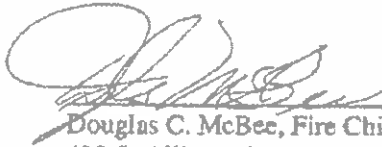
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**EXHIBIT A**

**E-911 AUTHORITY RESOLUTION**

