

INTERGOVERNMENTAL AGREEMENT
FOR THE BACK UP OF DISPATCH/PUBLIC SAFETY ANSWERING POINT SERVICES
AND SHARING OF ENHANCED 911 PHONE SYSTEM INFRASTRUCTURE
BETWEEN THE COUNTY OF GRAND, COLORADO AND
THE COUNTY OF ROUTT, COLORADO

This Intergovernmental Agreement for the Back Up of Dispatch/Public Safety Answering Point Services and Sharing of Enhanced 911 Phone System Infrastructure ("Agreement") is between the County of Grand, Colorado ("Grand") by and through its Board of County Commissioners, and the County of Routt, Colorado ("Routt") by and through its Board of County Commissioners. Grand and Routt may also be referred to as County or Counties.

Recitals

- A. Intergovernmental agreements to provide functions or services by political subdivisions of the State of Colorado are specifically authorized by §29-1-203, C.R.S., and Article XIV, Section 18 of the Colorado Constitution.
- B. Section 29-11-104, C.R.S. specifically authorizes the Counties, as providers of emergency telephone services, to contract with any public agency for the administration of emergency telephone services as provided by law.
- C. The Counties hereto are each authorized to lawfully provide emergency dispatch services.
- D. Routt and Grand each currently operate Enhanced 911 Systems also known as Public Safety Answering Points ("E911").
- E. Routt and Grand each desire to establish a backup E911 to provide coverage in the event either County's E911 becomes inoperable or either County needs backup based on a prearrangement between the two Communications Managers (collectively "Backup Need"). Backup Need may include the automatic switch of any call that rings more than a preset number of times without being answered.
- F. Grand has recently purchased and installed a Motorola Solutions Call Works E911 system. Routt will be installing a Motorola Solutions Call Works E911 system, which is expected to be fully operational in July 2019. The critical operational equipment and systems of each County's E911s are compatible and each is capable of handling E911 calls to the other system as well as E911 calls to its own system. Grand and Routt desire to establish the Routt system as the "A Side" and the Grand system as the "B Side" to create a redundant and geodiverse system for both Counties.
- G. Each County is willing to serve as the primary backup E911 for the other County in accordance with the terms and conditions set forth in this Agreement.

APPROVED AS TO FORM
ROUTT COUNTY ATTORNEY'S OFFICE
By: LS Date: 3-29-19

H. The Counties have determined that the establishment of this Agreement provides a public purpose and will promote the safety, security, and general welfare of the inhabitants of the Counties.

Agreement, Terms, and Conditions

1. Routt County shall be solely responsible for engineering, installing, establishing, operating and maintaining their E911 system which shall constitute the A side.
2. Grand County shall be solely responsible for engineering, installing, establishing, operating and maintaining their E911 system which shall constitute the B side.
3. Grand agrees to serve as the backup E911 for Routt in the event that Routt experiences a Backup Need.
4. Routt agrees to serve as the backup E911 for Grand in the event that Grand experiences a Backup Need.
5. Routt and Grand agree to cooperate in establishing a dedicated network to connect each of their E911 systems. The cost for engineering, installing, establishing, operating, and maintaining this network shall be shared equally by Routt and Grand. The dedicated network is that network described in the Mammoth Networks Design and Proposal, attached as Exhibit 1 ("Network"). Routt shall be responsible for contracting with the network provider for the engineering, hardware, and installation for the Network. Routt shall bill Grand County for fifty percent (50%) of all costs of the Network.

In addition to the costs of engineering, hardware, and installation for the Network, the Counties will be charged a recurring monthly fee for network provider services related to ongoing operations and maintenance of the Network. Routt shall be responsible for contracting with the network provider for operation of the Network. The Counties agree that initially the provider for the operation of the Network will be Mammoth Networks. If the provider for operation of the Network changes, or the amount the current provider charges on a monthly basis increases by more than ten percent (10%), Routt shall notify Grand as soon as practicable. As to the recurring monthly fee, Routt may submit the bill on an annual basis.

Grand shall pay Routt within 30 days of the date of the bill for any costs Grand is obligated to pay under this Agreement.

6. Each County shall make all reasonable efforts to notify the other County if the services of the other County ("Backup County") are needed. Each County shall make all reasonable, appropriate, and immediate efforts to reestablish the operational status of that County's E911 and to minimize the impact on the resources and personnel of the Backup County.
7. Each County shall provide additional dispatcher staffing to assist the Backup County during any time when that County's E911 is inoperable and being served by the Backup County.

The Counties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer, or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Provided, however, all employees shall at all times adhere to the policies of the Backup County to which they are temporarily stationed.

8. Routt shall remain responsible for any liability arising out of the operation of Routt's E911 including, but not limited to, time in which Grand is acting as a backup. To the greatest extent permitted by applicable law, Routt shall indemnify, defend and hold harmless Grand and its officials, employees and insurers from any claim, damage or liability arising out of the operation of Routt's E911 except to the extent it is established in a court having jurisdiction of the matter that the claim, damage or liability was the result of gross negligence or the willful, wanton or intentional wrongful act or failure to act of Grand or its employees.

9. Grand shall remain responsible for any liability arising out of the operation of Grand's E911 including, but not limited to, time in which Routt is acting as a backup. To the greatest extent permitted by applicable law, Grand shall indemnify, defend and hold harmless Routt and its officials, employees and insurers from any claim, damage or liability arising out of the operation of Grand's E911 except to the extent it is established in a court having jurisdiction of the matter that the claim, damage or liability was the result of gross negligence or the willful, wanton or intentional wrongful act or failure to act of Routt or its employees.

10. By entering into this Agreement, the Counties do not waive or limit in any manner the protections afforded to them under the provisions of the Colorado Governmental Immunity Act, as amended, C.R.S. 24-10-101, *et seq.*

11. The initial term of this Agreement shall be from July 1, 2019 through December 31, 2019. This Agreement shall automatically be renewed for additional one year terms unless either County terminates it by written notice given to the other party no later than November 1 of the then current year. Because this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability and appropriation of such funds by the parties. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

12. Any notice required under this Agreement may be personally delivered or mailed in the United States mails, first class postage prepaid, to the party to be served at the following addresses:

Grand County: Grand County Board of County Commissioners
308 Byers Avenue [No U.S. Postal Service to this address]
P.O. Box 264
Hot Sulphur Springs, CO 80451

Routt County: Routt County Board of County Commissioners
522 Lincoln Avenue [No U.S. Postal Service to this address]
P.O. Box 773598
Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served three business days following the date of mailing.

13. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.

14. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

15. The Counties, for themselves, their agents, employees, and representatives, agree that they will not divulge any confidential or proprietary information they receive from the other party or otherwise have access to, except as may be required by law.

16. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

18. No term or condition of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representatives.

19. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. The paragraphs contained in the section entitled "Recitals," above, are a material and integral part of this Agreement.

21. The parties shall execute any other documents and take any other action necessary to carry out the intent of this Agreement.

22. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been performed and that the person(s) signing for such party have been authorized to do so.

COUNTY OF GRAND, COLORADO
BOARD OF COUNTY COMMISSIONERS

By: _____
Name: _____, Chair
Date: _____

ATTEST:

Name: _____, Grand County Clerk

COUNTY OF ROUTT, COLORADO
BOARD OF COUNTY COMMISSIONERS

By: _____
M. Elizabeth Melton, Chair
Date: _____

ATTEST:

Kim Bonner, Routt County Clerk