



REGULAR MEETING
WESTERN COLORADO REGIONAL DISPATCH CENTER
Monday, October 15, 2018
1:30 p.m. in the Centennial Conference Room
Located in the Montrose City Hall Annex, 433 S. 1st Street,
Montrose CO 81401
Conference Bridge Number: 1-574-404-3348
PIN: 826 811 222#

- 1) CALL TO ORDER – Chairman Tom Chinn
- 2) PLEDGE OF ALLEGIANCE
- 3) PUBLIC COMMENT
- 4) APPROVAL OF AGENDA

Request any additions or alterations to the Agenda from any Board Members. If the agenda is acceptable request a Motion and Second to approve the Agenda for the October 15, 2018, Special Meeting.

Action: Consider making a motion to approve the agenda.

- 5) EXECUTIVE DIRECTOR REPORT: MANDY STOLLSTEIMER

Status update on the request from Montrose County Sheriff for WestCO to provide dispatch services effective November 1, 2018.

- 6) MEMORANDUM OF UNDERSTANDING WITH MONTROSE COUNTY

Consideration of a Memorandum of Understanding with Montrose County for emergency assistance with dispatch needs. **2-6**

Action: Consider making a motion to approve the Memorandum of Understanding with Montrose County for emergency assistance with dispatch needs.

Staff: Mandy Stollsteimer, Executive Director

- 7) GENERAL WESTCO BOARD OF DIRECTORS DISCUSSION
- 8) ADJOURNMENT

MEMORANDUM OF UNDERSTANDING

BETWEEN THE WESTERN COLORADO REGIONAL DISPATCH CENTER & MONTROSE COUNTY, COLORADO

THIS MEMORANDUM OF UNDERSTANDING (“Agreement” or “MOU”) is made and entered into by and between, the Western Colorado Regional Dispatch Center, a legal entity within the State of Colorado, whose principal address is 434 South 1st Street, Montrose, Colorado, 81401 (“WestCO”); and Montrose County, Colorado, a political subdivision of the State of Colorado, whose principal address is 317 South 2nd Street, Montrose, Colorado 81401 (“County”). Collectively referred to as “Parties,” or individually as “Party.”

WHEREAS, “WestCO” operates a regional dispatch center providing emergency communication and dispatch services throughout Montrose, Ouray, and San Miguel Counties on the Western Slope of Colorado; and

WHEREAS, Montrose County, by and through the Montrose County Sheriff, operates the Montrose Regional Dispatch Center (“MRDC”) a regional dispatch center providing emergency communication and dispatch services throughout Montrose and Ouray Counties; and

WHEREAS, the MRDC has lost a significant number of staff and will soon lack the critical staffing necessary to continue emergency communication and dispatch operations as of November 1, 2018; and

WHEREAS, WestCO is in a position to provide critical assistance to the MRDC by providing emergency communication and dispatch services for those agencies dispatched by the MRDC; and

WHEREAS, in order to provide such services, the County is willing to provide WestCO access to its facilities and rights to use its equipment and radio frequencies necessary to continue emergency communication and dispatch services.

NOW THEREFORE, WestCO and the County, for and in consideration of the mutual promises set forth herein, hereby agree to the following:

- 1. TERM** The effective term of this Agreement shall be for a period of six months, commencing November 1, 2018 at 4:00 AM, and terminating May 1, 2018, at 11:59 PM. This Agreement term may not be extended in a manner that will violate any federal, state or local law or regulation. This Agreement may be terminated at any time by the written consent of both Parties as set forth below, or may be superseded by other agreements by mutual agreement of the Parties.
- 2. PERFORMANCE: MONTROSE COUNTY**
 - A. Facilities Access:** The County shall provide WestCO, its employees, agents, and representatives, access to the facilities of the Montrose County Dispatch Center located in the Montrose County Annex. The County shall provide such access and use of facilities

and equipment without cost during the term of this Agreement, and no ownership of such facilities or equipment shall pass from the County to WestCO as a result of this Agreement. The Parties intend to enter into additional negotiations for future agreements regarding dispatch service by WestCO and lease of County facilities, which negotiations will include acquisition of any County owned property or equipment.

B. Utilities. The County shall provide WestCO with all necessary utilities, including water, sewer, and electrical, at the Montrose County Annex Facility without cost through the term of this Agreement.

C. Technology Support. The County agrees to work closely with WestCO, its staff, agents and representatives, by providing technical support necessary to achieve operational capacity necessary for WestCO to provide emergency communication and dispatch services.

D. Processes and Authorizations: The County shall provide WestCO, its staff, agents, and representatives, authorization and access to accomplish all transition procedures and installations necessary and required to provide emergency communication and dispatch services, commencing with the approval of this MOU and upon signature by both Parties. It is understood that failure to complete such transition procedures, and installations prior to November 1, 2018 will delay WestCO's ability to provide the services contemplated herein. Such processes, procedures, and installations include, but are not limited to:

1. Establishment of Recording Systems
2. Transfer of Radio Communications
3. Transfer of Call Processing Systems, as maintained by the Montrose Emergency Telephone Service Authority.
4. Server Access through County IT staff, such as CAD-to-CAD Interface or other options to provide access to WestCO Staff.
5. Installation of new modules, consoles, computer screens, computers and other equipment

E. Equipment: The County shall provide WestCO access to and use of all existing equipment used by the County to perform emergency communication and dispatch services at the Montrose County Annex building. Such equipment shall include, but is not limited to:

1. Furniture & Appliances
 - a. Console furniture
 - b. Office furniture, including desks, shelves, credenza, filing cabinets
 - c. Conference room furniture
 - d. Chairs, including: Dispatch, Office, and Conference room
 - e. Kitchen appliances
 - f. Refrigerator
 - g. Microware
 - h. Console treadmill
2. Radio Equipment
 - a. Equipment at the Console Position
 - b. Ancillary Radio Equipment stored off-site
 - c. Portable Radio Equipment Utilized by Communications Staff (pack sets/mobiles/etc.)
3. Net Clock
4. Recording Systems

5. Call Processing Systems
 - a. Vesta Systems
 - b. Mapping Systems (Vella)
 - c. Counsel Equipment related to 911 Call Processing
 - d. Mobile Positions
6. Computers and associated devices
 - a. Console Position Computers, Monitors, Keyboard, Mouse, and Speakers
 - b. Office Computers, Monitors, Keyboard, Mouse, and Speakers
 - c. Conference Room Computers, Monitors, Keyboard, Mouse, and Speakers
7. Console Jacks, including Headsets and Batteries
8. Printers, Facsimile Machines, and Copiers
9. Generator Backup and Uninterrupted Power Sources
10. Spillman System Applications
 - a. CAD to CAD interface or some other option

F. Radio Frequencies: Montrose County does hereby provide permission, and will provide such other written permissions as may be required to effectuate the use by WestCO of radio frequencies currently used by Montrose County in providing dispatch services.

3. PERFORMANCE: WESTCO

A. Dispatch Services. So long as WestCO retains sufficient staffing, WestCO agrees to provide emergency communication and dispatch services for the County and the County's contracting agencies, including, but not limited to, Ouray County, the City of Ouray, the Town of Ridgway, the Olathe Fire Protection District. Many of those contracting agencies have already entered into agreements for dispatch service by WestCO commencing January 1, 2019.

B. Maintenance of Facilities. WestCO shall maintain its current facility, located at 434 South 1st Street, Montrose, Colorado, in full operational capacity.

4. FURTHER NEGOTIATIONS. The Parties agree that this Agreement is contemplated as a response to exigent circumstances created by a critical lack of staffing at the MRDC. The Parties agree to continue to negotiate in good faith concerning a long term lease of the Montrose County Annex and continued dispatch services provided by WestCO to the County and agencies contracting with the MRDC for such services and acquisition of County equipment.

5. COMPENSATION. For the services provided herein, the County shall pay WestCO the funds budgeted for the operational costs of the MRDC for November and December of 2018 fiscal year, and other funds budgeted and authorized for 2018, but not encumbered, committed or expended as of October 31, 2018. These funds shall be applied towards transition expenses and cost of services for November and December, 2018. Commencing January 1, 2019, WestCO will charge Montrose County \$60,000 per month for dispatch services, provided for the County and any remaining contracting agencies, and will bill the County at the beginning of each month. The County will have 15 days following receipt of such invoice to provide payment to WestCO.

6. **REPRESENTATIVES.** WestCO designates its Executive Director, Mandy Stollsteimer, as its representative for the administration of this Agreement. The County designates Robert Svacha of the Montrose County Sheriff's Office, (970) 249-6606, as its representative for the administration of this Agreement.
5. **HOLD HARMLESS & RELEASE.** To the extent provided by law, the County, its elected officials, officers, agents and employees, hereby agree to release and hold harmless WestCO, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement.
6. **DEFAULT.** In the event of default by either of the Parties, the non-defaulting Party shall give the defaulting Party written notice of such default. The defaulting Party shall have 10 days to cure said default. Upon failure to cure within said time, the non-defaulting Party may terminate this Agreement as provided below.
 - A. **County Default.** Should the County default and fail to cure such default within the specified time to cure, WestCO may cease providing emergency communication and dispatch services for the County and any associated agency.
7. **TERMINATION.** This Agreement is terminable at will by either Party upon 30 days written notice, for convenience. In the case of a termination for default, said 30 days notice shall begin to run upon notice of default. All notices of termination shall be in writing, and the notice period shall begin to run upon delivery.
8. **MISCELLANEOUS.** This Agreement represents the Parties' entire agreement, and any amendments hereto must be mutual and made in writing by both Parties. This Agreement is not assignable.

Signatures on Following Page

THIS AGREEMENT is hereby executed by the Parties on the date(s) set forth below, and shall be effective as set forth in Paragraph “1” herein.

ATTEST:

MONTROSE COUNTY, COLORADO

Keith Caddy, Chairman
Montrose County Board of County Commissioners

ATTEST:

**WESTERN COLORADO REGIONAL DISPATCH
CENTER**

Tad Rowan, Secretary

Tom Chinn, Chairman
Western Colorado Regional Dispatch Center