

## AGREEMENT

THIS AGREEMENT is made this 1 day of November, 2008, by and between Cunningham Fire Protection District (hereinafter referred to as "Cunningham") and the City of Littleton, Colorado (hereinafter referred to as "Littleton").

### WITNESSETH:

WHEREAS, Littleton operates a combined fire communications and dispatch center known as the Littleton Fire Rescue Communications Center (hereinafter referred to as the "Center"); and

WHEREAS, there exists adequate personnel, communications hardware, computer software, and other equipment to furnish and operate the Center; and

WHEREAS, investigations by the respective parties to this Agreement have developed data which reveal that the Center would serve as a more effective method of communicating reports of fires and other emergencies in the areas encompassed by Littleton, Cunningham and other entities in the southern Denver metropolitan area; and

WHEREAS, the Board of Directors of Cunningham has requested, and Littleton and Cunningham wish to enter into an agreement whereby Littleton will provide through the Center dispatch services to Cunningham; and

WHEREAS, Article XIV, Section 18(2) (a) of the Constitution of the State of Colorado and Part 2 of Article I of Title 29, C.R.S., encourage an authorized intergovernmental agreement of this nature;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Littleton and Cunningham agree:

1. This Agreement shall become effective as of the execution hereof ("Effective Date"). Subject to Cunningham's annual appropriation of funds or an irrevocable pledge of sufficient cash reserves to be held for payments in future years pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR"), this Agreement shall remain effective through December 31, 2011 ("Initial Term"). Following the Initial Term, this Agreement may be renewed annually by mutual agreement of the parties for an unlimited number of one (1) year terms ("Renewal Term"). Any Renewal Term shall be subject to a cost reevaluation. Nothing in this subsection shall be construed so as to cause a violation of the requirements of TABOR. If, in the reasonable opinion of either party, such a TABOR violation would occur, the rights and obligations under this Agreement shall terminate, unless both parties can agree upon satisfactory amendments.
2. As of November 14, 2008 and through the Initial Term and any Renewal Terms, Littleton shall provide dispatchers, equipment, software and other equipment to

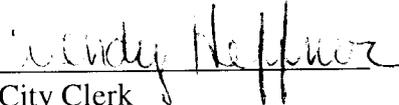
operate the Center and provide dispatching and communications services to Cunningham, as additionally provided herein.

3. Management and administration of the Center shall be handled by the Littleton.
4. Cunningham agrees to pay to Littleton three hundred thirty-seven thousand and five hundred dollars (\$337,500.00) for dispatch services to be provided from November 14, 2008 through December 31, 2009, and contemporaneously with the approval of this Agreement Cunningham has irrevocably pledged present cash reserves to make such payments through December 31, 2009. Thereafter, Cunningham agrees to pay to Littleton an annual fee of \$300,000.00 for the remainder of the Initial Term, and unless mutually agreed to by the parties, any Renewal Term. Cunningham shall pay its annual obligation and its share of management and administrative expenses in four (4) equal quarterly payments of \$75,000, each payment to be received no later than the end of the first month after the quarter.
5. Operating procedures for the dispatch function of the Center will be established by or pursuant to the direction of the Fire Chief of Littleton with input from Cunningham. Littleton will be solely responsible for all day-to-day aspects of the Center including but not limited to its administration and personnel management.
6. Cunningham will acquire and provide for use by Littleton all telephone, radio software, hardware and other equipment, and pay all maintenance, installation charges, reoccurring charges and monthly telephone fees for any additional equipment needed at the Center to properly serve Cunningham.
7. Littleton agrees to meet the performance standards described in Exhibit "A," attached hereto and incorporated herein.
8. All audio recordings of all electronic communications received or transmitted by the Center shall be retained by Littleton for a period of six months and shall be made available to Cunningham at no charge. Requests for recordings must come from a Division Chief or Fire Chief. CAD records will remain on file for a minimum of five years and will have the same availability.
9. This Agreement shall be in full force and effect from Effective Date until terminated as provided herein.
10. Either party may terminate this Agreement by giving a minimum of six (6) months written notice of termination to the other party, which termination shall become effective at the end of the calendar year during which said notice is given. Any notice of termination sent after July 1 of any year shall not become effective until the end of the next calendar year.
11. Upon termination of the Agreement, all equipment acquired by Cunningham as contemplated in Paragraph 6 above, shall be removed by Cunningham on or

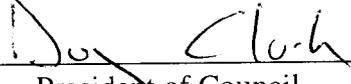
before the termination date at its sole expense. If such equipment is not so removed, then Littleton may remove such equipment at the sole expense of Cunningham.

12. Either party may terminate this Agreement upon the other party's material breach of the obligations provided herein, provided that: (i) the non-breaching party send written notice to the breaching party describing the breach in reasonable details; and (ii) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice. A "material breach" shall include the failure of Cunningham to make the payments required herein, and Littleton's failure to meet the performance standards described in Exhibit A.
13. Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.
14. Parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.
15. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
16. This Agreement contains all of the terms agreed upon by and among parties. Any amendments or modifications to this Agreement shall be in writing and executed by parties hereto to be valid and binding.

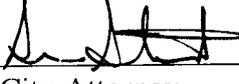
ATTEST:

  
\_\_\_\_\_  
City Clerk

CITY OF LITTLETON

By:   
\_\_\_\_\_  
President of Council

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
Secretary

CUNNINGHAM FIRE PROTECTION  
DISTRICT

By:   
Board President

APPROVED AS TO FORM:

  
Cunningham Fire Protection District  
Attorney

C:\cunningham comctr

**Exhibit A**  
**DISPATCH PERFORMANCE STANDARDS**

1. Ring time (ring to answer time) for alarms shall be within fifteen (15) seconds ninety-five percent (95%) of the time and ninety-nine percent (99%) of alarms shall be answered within 40 seconds. [NFPA 1221 6.45.2]

2. The dispatch of the appropriate emergency services shall begin (to dispatch) within sixty (60) seconds after the first indication of an emergency received by wire line, ninety-five percent (95%) of the time. Alarms received by non-wire line calls will begin (to dispatch) within one hundred fifty (150) seconds after the first indication of an emergency. [NFPA 1221 6.4.3] Littleton will provide Cunningham with a report of our call processing time every six months.

3. All operators assigned to fire dispatch positions shall meet the following training and certifications by 6 months following employment in center:

- Telecommunicators shall meet the qualification requirements of NFPA 1061, Standard for Professional Qualifications for Public Safety Telecommunicator [NFPA 1221 6.2.1],
- Telecommunicators shall be trained in general emergency service operations and shall have access to information regarding the following:
  - a. Locations of streets
  - b. Locations of important structures, including schools, hospitals, and other buildings with a high life hazard.
  - c. Locations of congested or hazardous areas. [NFPA 1221 6.2.3]
- Telecommunicators shall have functional knowledge of all communications equipment and systems assigned to use. [NFPA 1221 6.2.4]

Telecommunicators shall know which rules and regulations relate to equipment use, including those of the Federal Communications Commission that pertain to emergency service radio use. [NFPA 1221 6.2.5] Littleton dispatch initial training standards meet or exceed the APCO National Public Safety Training Standards.

4 The dispatch center shall have a policy for supplying sufficient fire staffing to handle day to day level of emergency calls and provide additional operator(s) to cover increased activity when required by large incident or multiple incidents. [NFPA 1221 6.3] Littleton Dispatchers are responsible for a four hour block of time prior to and immediately after their shifts and are subject to mandatory OT during this time should an event require their expertise.

5 The dispatch center shall maintain a recognized Emergency Medical Dispatch system. System must have method of quality assurance and demonstrate compliance with protocols.

6 The dispatch center shall provide Information Technology support as necessary to assist agencies in maintaining systems interfaced with dispatch, not to include radio support.

7 The dispatch center shall maintain the CAD call data transfer to other fire agencies. The data is based upon NFIRS 5.0 and shall be in conformance with the current NFRIS 5.0

document. This information download will include, but is not limited to the following fields:

- Date
- CAD Event#
- Local Event #
- Map Coordinate
- Address
- Specific Call Type
- Time Call Received in dispatch (911)
- Dispatch time
- Enroute time for each unit
- Arrival Time for each unit
- Date and Time of first patient contact
- Date and Time of fire under control
- Call Cleared time for last unit
- Time enroute to hospital
- Time of arrival at hospital
- First Arriving Unit
- Last arriving Unit
- District
- Scene status change log notes
- Dispatch log notes
- Latitude [911 and other calls as capable]
- Longitude [911 and other calls as capable]

8. Call accuracy shall be a minimum of 90% successful based on a quality assurance sample of at least 1% of all calls for the dispatcher center. The monthly review will consider the following criteria:

- Caller information is accurately determined by dispatcher
- Location of call
- Type of situation reported
- RP's phone number Call is accurately handled by dispatcher
- Situation found compared to situation dispatched
- Notifications given appropriately and in a timely manner
- Unit and functions times recorded accurately
- Time variance-actual "taped" time vs. unit entered time
- Safety issues communicated
- Changes in scene conditions prior to arrival
- Location correction

The dispatch center shall provide the following reports:

- Monthly report and Annual Summary Report
- Call totals monthly and yearly
- Number and percentage of all calls that alarm processing time in 30 second increments. Littleton will provide every six months.
- Mean queue time (duration from the conclusion of call taking and until the dispatcher dispatches the call) and standard deviation.

- Number of incidents by hour of day.
- Time from Dispatch to first unit en route.
- Annual Summary Personnel Training Report
- Hours of fire training
- Hours of other training
- Hours of APCO dispatch training
- Annual Summary Quality Assurance report (based on 1% sampling)
- Percentage of compliance based on call type
- Overall center compliance rate
- Littleton will provide QA to the extent that staffing will allow. This may mean that we do not provide a specified percentage of calls QA'ed over a given time. We will also provide training summaries however no personal information will be disclosed in doing so. All dispatchers will maintain a minimum of 12 hours of CE per year as required to maintain their MPDS Certification.

\*Alarm -any request for service or response by fire or EMS agency.

\*Alarm Processing -the time interval from the point at which a request or alarm is received and transmitted to the emergency responders. Alarm processing time is the time interval between the realization that an emergency exists up to the point that the information is retransmitted via the internal alarm system to the attention of the specific agency's resources. Source: *CFAI Definitions of Elements of Response Time*

ATTEST:

Cunningham Fire Protection District

Ira J. Rhodes  
Fire Chief

Nov. 12, 2008  
Date

Littleton Fire Department

[Signature]  
Fire Chief

11/19/08  
Date