

AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT is made and entered into by and between the Arapahoe Community College, hereinafter referred to as “College” and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, hereinafter referred to as “County,” on behalf of the Arapahoe County Sheriff.

WITNESSETH:

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18 and Section 29-1-203, C.R.S., the County and College have the legal authority to cooperate with each other to provide any function or services lawfully authorized to each for the purposes stated hereinafter; and

WHEREAS, the College has requested that Arapahoe County provide public safety communications dispatch services (“Dispatch Services”) to the College; and

WHEREAS, Arapahoe County, in the interest of the health, safety and welfare of the general public of the College and surrounding community, deems it advisable to enter into this Agreement for Dispatch Services (“Agreement”); and

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. The Arapahoe County Sheriff’s Office (“Sheriff”) shall provide Dispatch Services within the boundaries of the College.
2. For the purposes of this Agreement, the Dispatch Services to be provided by the Sheriff shall mean receiving calls for service via Motorola radio and dispatching them to appropriate College law enforcement personnel, and entering information into the Colorado Crime Information Center (CCIC) to include, but not limited to, missing persons, stolen and recovered automobiles, and vehicle impound information. Non-emergency phone calls shall be received by the College dispatch center during normal business hours. 9-1-1 call are automatically routed to the proper police jurisdiction.
3. The term of this Agreement shall commence as of January 1, 2025, and shall end on December 31, 2025. Thereafter the Parties may mutually agree in writing to renew this Agreement each fiscal year upon the same terms and conditions as set forth herein unless otherwise agreed to in writing and signed by the Parties.
4. For the Dispatch Services provided under this Agreement, the College shall pay to Arapahoe County \$34,861.43, which is the cost for performing Dispatch Services for the College for the term of this Agreement. This amount is 5% more than the previous amount based on the 2025 anticipated increase costs of Dispatch personnel. Payment of said \$34,861.43 shall be made to Arapahoe

County upon execution of this Agreement by the College in monthly installments of \$2,905.12 due by the first day of each month.

5. The Dispatch Services provided pursuant to this Agreement shall be performed by the Communications Personnel of the Sheriff. The Sheriff's staff shall be responsible for maintaining all CAD and audio records relating to the services performed pursuant to the Sheriff's normal records retention schedule. Records requests will be handled pursuant to the ACSO's Records Policy and the Colorado Criminal Justice Records Act.
6. Arapahoe County is, and shall at all times, be deemed to be an independent contractor. Nothing in the Agreement shall be construed as creating the relationship of employer or employee between the College and Arapahoe County or any of the County's agents or employees. To the extent this Agreement creates a principal-agent relationship between Arapahoe County and the College, such relationship confers on the County and its employees the authority to act on the College's behalf only as to matters covered by this Agreement. Arapahoe County shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the service by the County. Nothing in this Agreement shall make any employee of the College a County employee or any employee of Arapahoe County a College employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges accorded County or College employees by virtue of their employment.
7. Nothing in this Agreement shall be construed as a waiver by either party of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as the same may be amended from time to time. Specifically, neither party waives the monetary limitations, or any other rights, immunities or protections afforded by the CGIA or otherwise available by law. Further, Arapahoe County shall not be responsible for any claim against the College which arises out of services not performed by the County pursuant to this Agreement.
8. Arapahoe County does not intend by this Agreement to assume any contractual obligations to anyone other than the College, and the College does not intend by this Agreement to assume any contractual obligation to anyone other than Arapahoe County. The County and the College do not intend that there be any third-party beneficiary to this Agreement.
9. Any assignment, transfer or subcontracting of this Agreement is prohibited, unless written consent is obtained from the other party in writing.

10. This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by the parties hereto.
11. The College is not responsible for Worker's Compensation claims of Sheriff's employees working under this Agreement.
12. The College, as an entity of the State of Colorado, is entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., and is self-insured for \$387,000 per person and \$1,093,000 per occurrence as more fully set forth in Risk Management laws, C.R.S. §§ 24-30-1501, et seq. The parties agree that such insurance shall satisfy all insurance requirements of this Agreement except as otherwise specified herein and that the College will treat Arapahoe County and the Sheriff and his/her employees as additional insureds under its self-insured limits.
13. The College further agrees to carry Workers Compensation coverage for College employees as required by Colorado law.
14. Either party may terminate this Agreement, with or without good cause shown, upon 30 days written notice to the other party prior to termination. In the event of termination by the County, no damages, liquidated or otherwise, shall inure to the benefit of Arapahoe County; however, the County will refund a pro-rated portion of the fee paid pursuant to paragraph 4 above.
15. Unless otherwise agreed in writing this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.
16. Notices to be provided under this Agreement shall be given in writing either by had delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

Arapahoe County Office
of the County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

Arapahoe Community College
Jason Schrock, VP of Finance
and Administrative Services
5900 S. Santa Fe Drive
Littleton, CO 80120

Arapahoe County Sheriff Tyler Brown
Arapahoe County Sheriff's Office
13101 East Broncos Parkway
Centennial, Colorado 80112

Arapahoe Community College
Chief Joseph Morris
5900 S. Santa Fe Drive
Littleton, CO 80120

17. This Agreement may be executed in counterparts.

EXECUTED this _____ day of _____, 20__

ATTEST:

Arapahoe Community College

Jason Schrock, Vice President Date
of Finance and Administrative Services
Arapahoe County Community College

Chair, Board of County Commissioners Date