

Original

INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION  
OF AN "E911" "EMERGENCY TELEPHONE SERVICE"

THIS AGREEMENT, made and entered into this 28th day of October, 1983, by and between the following parties: COUNTY OF JEFFERSON, a body politic and corporate, hereinafter referred to as "County", the CITY OF ARVADA, a municipal corporation, hereinafter referred to as "Arvada", the CITY OF BROOMFIELD, a municipal corporation, hereinafter referred to as "Broomfield", the CITY OF EDGEWATER, a municipal corporation, hereinafter referred to as "Edgewater", the CITY OF GOLDEN, a municipal corporation, hereinafter referred to as "Golden", the TOWN OF LAKESIDE, a municipal corporation, hereinafter referred to as "Lakeside", the CITY OF LAKEWOOD, a municipal corporation, hereinafter referred to as "Lakewood", the TOWN OF MORRISON, a municipal corporation, hereinafter referred to as "Morrison", the TOWN OF MOUNTAIN VIEW, a municipal corporation, hereinafter referred to as "Mountain View", the CITY OF WESTMINSTER, a municipal corporation, hereinafter referred to as "Westminster", the CITY OF WHEAT RIDGE, a municipal corporation, hereinafter referred to as "Wheat Ridge", ARVADA FIRE PROTECTION DISTRICT, a quasi-municipal corporation, hereinafter referred to as "AFPD", BANCROFT FIRE DEPARTMENT, hereinafter referred to as "BFD", COAL CREEK CANYON FIRE PROTECTION DISTRICT, hereinafter referred to

cc: [unclear]  
[unclear]  
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as "CCCFPD", ELK CREEK FIRE PROTECTION DISTRICT, hereinafter referred to as "ECFPD", EVERGREEN FIRE PROTECTION DISTRICT, hereinafter referred to as "EFPD", FAIRMOUNT FIRE PROTECTION DISTRICT, hereinafter referred to as "FFPD", GENESEE FIRE PROTECTION DISTRICT, hereinafter referred to as "GFPD", INTER-CANYON FIRE PROTECTION DISTRICT, hereinafter referred to as "I-CFPD", IDLEDALE FIRE PROTECTION DISTRICT, hereinafter referred to as "IFPD", INDIAN HILLS FIRE PROTECTION DISTRICT, hereinafter referred to as "IHFPD", LITTLETON FIRE PROTECTION DISTRICT, hereinafter referred to as "LFPD", LAKEWOOD FIRE PROTECTION DISTRICT, hereinafter referred to as "LWFPD", LOOKOUT MOUNTAIN FIRE PROTECTION DISTRICT, hereinafter referred to as "LMFPD", MT. VERNON FIRE PROTECTION DISTRICT, hereinafter referred to as "MVFPD", PLEASANT VIEW FIRE PROTECTION DISTRICT, hereinafter referred to as "PVFPD", WEST ADAMS FIRE PROTECTION DISTRICT, hereinafter referred to as "WAFPD", WHEAT RIDGE FIRE PROTECTION DISTRICT, hereinafter referred to as "WRFPD."

WITNESSETH:

WHEREAS, pursuant to Article 11 of Title 29, C.R.S., as amended, the above-listed parties are delegated the power to enter into agreements for the purpose of providing emergency telephone service; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., as amended, encourages and authorizes agreements of this nature; and

WHEREAS, it would serve the public welfare and be in the best interest of all of the above-referenced parties to participate in the organization, administration and common use of a central emergency telephone service authority; and

WHEREAS, the parties desire to enter into this Intergovernmental Agreement for the following purposes: (1) to establish a separate legal entity to be known as the "Emergency Telephone Service Authority" (hereinafter referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program; and (2) to define the manner in which each of the parties will participate in the Authority; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

#### I. DEFINITIONS

The definitions for the terms "emergency telephone charge", "emergency telephone service", "exchange access facilities", "governing body", "public agency", "service supplier", "service user", and "tariff rates" as used in this Intergovernmental Agreement shall be the same as the definitions provided for those terms in Section 29-11-101, C.R.S., as amended.

#### II. GENERAL PROVISIONS

The parties hereby establish a separate legal entity to be known as the "Emergency Telephone Service Authority"

(hereinafter referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program as described below.

The parties hereto will provide to the Authority certain property for the purpose of organizing, administering and operating an emergency telephone service program on the property so provided. The operation of said emergency telephone service shall be as herein set forth.

### III. EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

The governing board for the Authority shall consist of five (5) members to be selected in the following manner:

1. two members shall be selected from a list of nominees submitted by cities and towns, but each such entity may submit no more than one nominee for each vacancy;
2. two members shall be selected from a list of nominees submitted by special districts, but each such entity may submit no more than one nominee for each vacancy;
3. one member shall be selected from the County by the Board of County Commissioners;
4. the Board of County Commissioners shall select four members from the list of nominees provided by the cities, towns and special districts as set forth above. Members may be appointed to serve a consecutive term on the Board, but no member shall serve for more than two (2) consecutive terms. The terms of all members shall be two (2) years and shall be staggered in even and odd years. On appointment of the first members from cities, towns, and special districts, the initial

*1st Amendment  
delete T. 3 + 4  
Add new T. 3*

appointment shall be three (3) years for one (1) member and two (2) years for one (1) member, and thereafter, all appointments shall be for two (2) year terms.

4/5.

Nothing in this section shall preclude either cities and towns or special districts from determining by a simple majority vote of all the nominating entities, the entities' choice(s) for appointment. Upon written notification to the Board of County Commissioners of the majority's choice(s) for appointment, the County Commissioners shall make the appointments in accord with the majority's choice(s).

#### IV. RULES AND REGULATIONS

The governing board for the Authority may pass supplementary rules and regulations as it deems necessary provided the supplementary rules and regulations are in compliance with Articles 1 and 11 of Title 29, C.R.S., as amended, and this Intergovernmental Agreement.

#### V. POWERS OF THE CORPORATION

The parties hereto agree that the Authority shall be empowered with the authority to contract for the installation and operation of an emergency telephone service and may pay such costs by collecting an emergency telephone charge for such service in the service area which is within the jurisdiction and authorized by this Intergovernmental Agreement and by ordinance or resolution of the respective parties hereto. The Emergency Telephone Service Authority is hereby authorized to collect an emergency telephone charge as imposed by the governing bodies of

the respective parties in an amount not to exceed Two Percent (2%) of the tariff rate in those portions of the service area for which emergency telephone service is to be provided. The funds so collected shall be spent solely to pay for the installation costs and for the monthly recurring charges billed by the service supplier for the emergency telephone service. The funds so collected shall be credited to a cash fund separate and apart from the general fund of any of the public agency parties or the Authority under this Intergovernmental Agreement. Any funds remaining in the account at year end shall be carried over to the next succeeding year for the same purposes in supplying emergency telephone service. If the emergency telephone service is ever discontinued, any balance in the account may be transferred to the general fund of the public agencies on a proportionate basis as to the service provided.

In addition, the Authority may do any other act as may be necessary for the provision of initial services and for the continued operation of the emergency telephone service; including, specifically, the ability to negotiate with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the users.

VI. BASIS FOR CONTRIBUTION AND CHARGES TO BE IMPOSED BY THE AUTHORITY

The parties hereto agree that the basis for contribution and charges to be imposed on "service users" shall be in accordance with the provisions governing the same in Sections 29-11-101 et seq., C.R.S., as amended. The parties agree that the Authority may request from the service supplier those figures required to impose a contribution or charge and to make a determination of the contribution or charge based on those figures. The parties further agree whenever those figures are required for any contribution or charge, the figures used shall be the most recent available at the time such figures are needed, unless otherwise specified herein.

VII. BUDGET AND OPERATING COSTS

Each year, in which the Authority believes funds for operating costs are necessary, it shall prepare a budget and submit a budget request to the Board of County Commissioners by July 15 of each year that this Agreement is in effect. The Board of County Commissioners shall consider funding the budget request in the County's annual appropriation.

Should funding from the Board of County Commissioners not be forthcoming, or if any funding so provided shall be deemed insufficient by the Authority, the Authority may then present its request to the parties hereto who shall consider the budget submitted and determine a basis for contributing to the budget

request at that time; however, no party may be obligated for the payment of any monies without its approval.

#### VIII. FUNDS AND OPERATIONS

The various monies paid into the Authority by the parties hereto, for operating costs shall be used by the Authority solely for operating costs. Further, the various monies paid into the Authority pursuant to the uniform charge per exchange access facility shall be placed in a separate designated cash fund and shall be paid from said fund only for installation costs and for the monthly recurring charges billed by the service supplier for the emergency telephone service, *AND AS SET FORTH IN SEC. V, LAST PARAGRAPH OF THIS DOCUMENT.*

No disbursement shall be made from the funds of the Authority except by check and unless a verified claim for services or commodities actually rendered or delivered has been first submitted and approved for payment by the Authority, said approval being evidenced by the President and Secretary of said Authority.

The Authority shall not borrow money nor shall it approve any claims or incur any obligations for expenditure unless there is sufficient unencumbered cash in the appropriate fund, credited to the Authority, with which to pay the same.

The Authority may invest any funds paid into the Authority only in accordance with any applicable laws of the State of Colorado governing the investment of public funds.



Nothing herein, however, prevents the Authority from returning any surplus operating revenues provided by the parties hereto for the operation of this emergency telephone service to the respective parties hereto in the same proportion that said parties were originally required to contribute for operation.

#### IX. BOOKS AND RECORDS

The Authority shall maintain adequate and correct accounts of their funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their attorneys, or their agents. The Authority shall cause to be conducted an annual audit, which audit shall be conducted by an independent certified public accountant licensed to practice in the State of Colorado. The Authority shall file a copy of said audit with the governing bodies of the respective parties hereto.

#### X. REPORTS

Within thirty (30) days after the end of each fiscal year, the Authority shall prepare and present to the respective city councils, boards of directors of the special districts, and Board of County Commissioners of Jefferson County, a Comprehensive Annual Report of the Authority's activities and finances during the preceding year.

The Authority shall also prepare and present such reports as may be required by law, regulation or contract to any

authorized federal and/or state officials or to whom such report is required to be made in the course and operation of the Emergency Telephone Service Authority.

The Authority shall also render to the parties hereto, ... at reasonable intervals, such reports and accounting as the parties hereto may from time to time request.

#### XI. DEFAULT IN PERFORMANCE

In the event any party fails to pay its share of the operating costs then due, or to perform any of its covenants and undertakings under this Agreement, the Authority shall cause written notice of the Authority's intention to terminate said Agreement as to such party in default to be given to that party's governing body unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said defaults within said thirty (30) day period, the membership in the Authority of the defaulting party shall thereupon terminate and said party shall thereafter have no voting rights as a member of the Authority at any annual or specific meetings thereof, nor be entitled to representation on the Authority, and said party shall thereafter be denied service by the Authority. Furthermore, any party who is terminated under the provisions of this Section of the Agreement shall forfeit all right, title and interest in and to any property of or within the Agreement to which it may otherwise be entitled upon the dissolution of this

Agreement. This article is not intended to limit the right of any party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

## XII. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties listed herein, and the parties entering into this Agreement shall have the option to continue this Agreement, subject to amendments, or until sooner terminated by a majority of the parties hereto.

B. This Agreement, or any party's participation in this Agreement, may be terminated by written notice from the party or parties to the Authority at least one hundred eighty (180) days prior to January 1 of any given year.

C. Upon termination by mutual agreement of a majority of the parties to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment and monies required or held pursuant to this Agreement.

D. In the event that any party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement not in accordance with subsection B of this section, such party shall be considered in default of this Agreement and accordingly shall forfeit its entire interest in the emergency telephone service.

XIII. AMENDMENT

2nd  
Amendment

This Agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by all the parties hereto.

XIV. SEVERABILITY CLAUSE

If any provision of this Agreement or the application hereof to any party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have caused their representatives to affix their respective signatures hereto, as of the day and year hereinabove set forth.

CITY OF ARVADA

COUNTY OF JEFFERSON,  
STATE OF COLORADO

BY Westa Miller

BY Marjorie E. O'Brien  
Chairman  
Board of County Commissioners

CITY OF BROOMFIELD

CITY OF GOLDEN

BY Walter P. Opales

BY Beulah Maurer

CITY OF EDGEWATER

CITY OF LAKEWOOD

BY Reed Swann

BY C. J. Jones

TOWN OF LAKESIDE

BY George A. Thomas

BANCROFT FIRE DEPARTMENT

BY J. R. Rhoads

TOWN OF MORRISON

BY Wm. P. ...

COAL CREEK CANYON FIRE PROTECTION DISTRICT

BY Dan D. Springer

TOWN OF MOUNTAIN VIEW

BY Russell C. Lyon

ELK CREEK FIRE PROTECTION DISTRICT

BY C. B. Dell

CITY OF WESTMINSTER

BY Fred Allen

EVERGREEN FIRE PROTECTION DISTRICT

BY Richard P. ...

CITY OF WHEAT RIDGE

BY Frank ...

FAIRMOUNT FIRE PROTECTION DISTRICT

BY Richard H. ...

ARVADA FIRE PROTECTION DISTRICT

BY James F. Norris

GENESEE FIRE PROTECTION DISTRICT

BY Alan F. Fitch

INTER-CANYON FIRE PROTECTION DISTRICT

By Robert S. Blackwell

MT. VERNON FIRE PROTECTION DISTRICT

By John O. Fudling

IDLEDALE FIRE PROTECTION DISTRICT

By John A. McKenry, III

PLEASANT VIEW <sup>Metro. Dist. Fire Dist.</sup> ~~FIRE PROTECTION DISTRICT~~

By [Signature]

INDIAN HILLS FIRE PROTECTION DISTRICT

By H. D. Cronstedt

WEST ADAMS FIRE PROTECTION DISTRICT

By [Signature]

LAKWOOD FIRE PROTECTION DISTRICT

By Keith Sulhewer

WHEAT RIDGE FIRE PROTECTION DISTRICT

By Anthony M. Flaseo

LITTLETON FIRE PROTECTION DISTRICT

By [Signature]

LOOKOUT MOUNTAIN FIRE PROTECTION DISTRICT

By Richard C. Over