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INTERGOVERNMENTAL AGREEMENT FOR ESTABLISHMENT  
OF THE EMERGENCY TELEPHONE SERVICE AUTHORITY

This Agreement made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 1987 by and between the following parties: ARAPAHOE COUNTY, a body corporate and politic ("County"); BENNETT FIRE PROTECTION DISTRICT, a special district ("Bennett"); TOWN OF BOW MAR, a municipal corporation ("Bow Mar"); BYERS FIRE PROTECTION DISTRICT, a special district ("Byers"); CASTLEWOOD FIRE PROTECTION DISTRICT, a special district ("Castlewood"); CITY OF CHERRY HILLS VILLAGE, a municipal corporation ("Cherry Hills"); CHERRY HILLS FIRE PROTECTION DISTRICT, a special district ("Cherry Hills"); COLUMBINE VALLEY, a municipal corporation ("Columbine Valley"); CUNNINGHAM FIRE PROTECTION DISTRICT, a special district ("Cunningham"); TOWN OF DEER TRAIL, a municipal corporation ("Deer Trail") DEER TRAIL FIRE PROTECTION DISTRICT, a special district ("Deer Trail"); CITY OF ENGLEWOOD, a municipal corporation ("Englewood"); CITY OF GLENDALE a municipal corporation ("Glendale"); CITY OF GREENWOOD VILLAGE, a municipal corporation ("Greenwood Village"); CITY OF LITTLETON, a municipal corporation ("Littleton"); LITTLETON FIRE PROTECTION DISTRICT, a special district ("Littleton"); PARKER FIRE PROTECTION DISTRICT, a special district ("Parker"); SABLE-ALTURA FIRE PROTECTION DISTRICT, a special district ("Sable-Altura"); CITY OF

SHERIDAN, a municipal corporation ("Sheridan"); SKYLINE FIRE PROTECTION DISTRICT, a special district ("Skyline"); and STRASBURG FIRE PROTECTION DISTRICT, a special district ("Strasburg").

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, Article XIV, Section 18(2)(a) and (b) of the Constitution of the State of Colorado and Part 2 of Article 1 of Title 29, C.R.S., as amended, encourages and authorizes agreements of this nature;

WHEREAS, it would serve the public welfare and be in the best interest of all of the contracting 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 installation, operation and main-

tenance of the equipment for the emergency telephone service which service will facilitate a more direct referral to the appropriate emergency agency; and (2) to define the manner in which each of the contracting parties will participate in the Authority; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the contracting 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", "equipment supplier", 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, as those terms are defined on the date of this Agreement.

#### 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 installation, operation and maintenance of the equipment for the E-911 emergency

telephone service program which program will facilitate a more direct referral to the appropriate emergency agency. Said Authority is established pursuant to Article XIV, Section 18 (2)(a) and (b) of the Constitution of the State of Colorado; Part 2 of Article 1, Title 29, C.R.S., as amended; and Article 11, Title 29, C.R.S., as amended. The Authority shall be a political subdivision and public corporation of the State, separate from the Contracting Parties. It shall have the duties, privileges, immunities, rights, liabilities and disabilities of a public body political and corporate.

The contracting parties agree to provide the necessary space for installation of equipment in their jurisdictions and to allow the authority access to said equipment for operation and maintenance of said equipment.

### III. E-911 EMERGENCY TELEPHONE SERVICE AUTHORITY

The Authority shall be governed by a Board of Directors consisting of five (5) members to be selected in the following manner:

1. Two members shall be selected by the County Commissioners to represent law enforcement, from a list of nominees submitted by cities, towns and County Sheriff, but, each such entity may submit no more than one nominee for each vacancy;
2. Two members shall be selected by the County Commissioners to represent fire protection/emergency medical services from a list of nominees submitted by fire protection districts and fire departments,

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. Members may be appointed to serve consecutive terms on the Board, but no member shall serve for more than two (2) consecutive terms. One member representing law enforcement and one member representing fire protection/emergency medical services shall serve an initial term for a period not to exceed three (3) years. All other members shall serve an initial term not to exceed two (2) years. Thereafter, the terms of all members shall be two (2) years. All terms shall expire on the second Tuesday of January.
5. Nothing in this section shall preclude either cities and towns, the County Sheriff 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 accordance with the majority's choice(s).
6. Each member of the Board of Directors shall serve without compensation.

The Board of Directors shall govern the business and affairs of the Authority and exercise all powers of the Authority as hereinafter described.

#### IV. RULES AND REGULATIONS

The Board of Directors for the Authority shall pass supplementary rules and regulations as it deems necessary provided the supplementary rules and regulations are consistent with Section 29-11-101, et seq. and Section 29-1-201, et seq., C.R.S., as amended, and this Intergovernmental Agreement.

## V. POWERS OF THE AUTHORITY

The contracting parties hereto agree that the Authority shall be empowered with the authority to contract for the acquisition, 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 its jurisdiction and authorized by this Intergovernmental Agreement and by ordinance or resolution of the contracting parties hereto. The Authority is hereby authorized to collect an emergency telephone charge as imposed by the governing bodies of the contracting parties in an amount not to exceed Two Percent (2%) of the tariff rate or .50 cents per month, whichever is less, 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 equipment costs, the installation costs, repair and maintenance costs, and for the monthly recurring charges billed by the service and/or equipment 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 contracting 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 shall be transferred to the general fund of the contracting parties on a pro rata basis, based on exchange access facilities within that party's jurisdictions.

To further enable the Authority to carry out its functions and provide the services described, the Authority shall have the following powers:

- a. To acquire, hold, lease (as Lessor or Lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized for the purposes of emergency telephone and related services.
- b. To conduct its business and affairs for the benefit of the inhabitants of the contracting parties hereto and others.
- c. To enter into, make and perform contracts of every kind with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

- d. To employ agents, including but not limited to, engineers, attorneys, accountants and consultants, and employees.
  
- e. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority.

The power as specified in this paragraph (e) may be exercised by the Authority only upon prior approval of two-thirds the contracting parties in the manner provided by law.

- f. To own, operate and maintain real and personal property and facilities in common with others, and to

conduct joint, partnership, cooperative or other operations with others, and to exercise all the powers granted herein in joint, partnership or cooperative efforts and operations with others.

- g. To sue, and to be sued, in its own name.
- h. To fix, maintain and revise fees, rates and charges for functions, services or facilities provided by the Authority in the manner provided by law.
- i. To adopt, by resolution, regulations respecting the exercise of its powers and carrying out of its purposes.
- j. To exercise any other powers which are essential to the provision of the functions, services or facilities by the Authority.
- k. To receive contributions, gifts, bequests or other grants or cash, equipment or services from the contracting parties or other entities, individuals, or political subdivisions.
- l. To create a technical advisory committee.
- m. 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 suppliers 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. TECHNICAL ADVISORY COMMITTEE

The Authority shall create a technical advisory committee. Each contracting party may have a representative on the committee. The committee members shall elect their own chairman who will be responsible for setting meetings and conducting business. The committee shall serve in an advisory capacity to the Board of Directors of the Authority.

The committee shall make recommendations regarding the design, equipment selection, installation, maintenance and issues directly related to the continued operation of the Emergency Telephone Service. These recommendations shall be based upon the needs of the contracting parties.

This committee has no authority to incur any expense or to commit any funds associated with the equipment costs, installation costs, or any other costs related to the Emergency Telephone Service.

VII. BASIS FOR CONTRIBUTION AND CHARGES FOR  
OPERATING COSTS TO BE IMPOSED BY THE AUTHORITY

The contracting 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. Specifically, the contracting parties hereto agree to annually impose a charge in accordance with Sections 29-11-102 and 103, C.R.S., as amended, or to otherwise provide funds in an amount equal to said charge. The contracting parties further agree that the charge shall be uniform and consistent and as set by the Authority. All funds collected from said charge shall be remitted directly to the Authority. Failure to impose said charge or contribute funds in an amount equal to said charge shall constitute default under Article XII of this Agreement.

The contracting 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 contracting 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.

#### VIII. E-911 SYSTEM OPERATING COSTS

The monies paid into the Authority pursuant to the emergency telephone charge per exchange access facility shall be placed in a separate designated cash fund and shall be paid from said fund only for system operating costs. System operating costs shall be defined as, installation costs, equipment costs, repair and maintenance costs, and for the monthly recurring charges billed by the service and/or equipment suppliers for the E-911 emergency telephone service.

No disbursement shall be made from the funds of the Authority except by check and unless a verified claim for services or commodities has been first approved for payment by the Board of Directors.

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.

#### IX. ADMINISTRATIVE COSTS

Administrative costs shall include audit and accounting fees, consultant costs, attorneys' fees, bonding, insurance, postage, stationary and letterhead, and all other similar costs. The Authority shall prepare an annual budget for

administrative costs and submit the budget request to the County Commissioners by August 1 of each year that this Agreement is in effect. A copy of said budget shall also be submitted to the Division of Local Government in accordance with Section 29-1-116, C.R.S., as amended.

The County Commissioners shall consider funding the Authority's budget request in the County's annual appropriation, not to exceed \$15,000 for administrative costs. Should administrative costs from the County Commissioners not be forthcoming, or if any funding so provided shall be deemed insufficient by the Authority, the Authority shall divide and bill the total outstanding administrative costs, which total shall not exceed \$15,000, among Arapahoe County, Bow Mar, Cherry Hills, Columbine Valley, Deer Trail, Englewood, Glendale, Greenwood Village, Littleton and Sheridan. These contracting parties shall be required to pay to the Authority, within ninety (90) days of notification, a pro rata percentage of the total administrative cost based upon the number of exchange access facilities within the jurisdiction of that entity when compared with the total number of exchange access facilities within the jurisdiction of the Authority. Total administrative costs of the Authority may not exceed the total administrative budget approved by the entities listed in this section. No party may be obligated for the payment of any monies

without its approval; however, failure to contribute the required pro rata portion to the budget shall constitute default under Article XII of this Agreement.

The monies paid into the Authority by the contracting parties hereto for administrative costs shall be used by the Authority solely for the administrative costs of the Authority.

Nothing herein, however, prevents the Authority from returning any surplus administrative revenues provided by the contracting parties hereto for the administration costs of the Authority, to the then current contracting parties in the same proportion that said parties were originally required to contribute.

#### X. 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 contracting parties hereto, their attorneys, their agents, or members of the public. 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 provide a copy of said audit to the

governing bodies of the parties hereto upon request. The Authority shall also comply with Part 6 of Article 1, Title 29, C.R.S., as amended.

#### XI. REPORTS

Within 180 days after the end of each fiscal year, which shall be the calendar year, the Authority shall prepare and present to the contacting parties 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 E-911 Emergency Telephone Service Authority.

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

#### XII. DEFAULT IN PERFORMANCE

In the event any contracting party fails to pay its share of the administrative or operating costs when 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. A copy of said notice of default shall be sent to all other contracting parties. Upon failure to cure said default within said thirty (30) day period, service by the Authority to the defaulting party shall thereupon terminate and said contracting party shall thereafter have no nomination rights, nor be entitled to participation on the Authority.

Furthermore, any contracting party whose services terminated under the provisions of this Article of the Agreement shall forfeit all right, title and interest in and to any property of the Authority to which it may otherwise be entitled upon the dissolution of this Agreement. This Article is 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.

### XIII. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the contracting parties listed herein, and the parties entering into this Agreement shall have the option to continue this

Agreement, subject to amendments, until terminated by a two-thirds majority of the contracting parties hereto.

B. Any contracting party's participation in this Agreement may be terminated by written notice from the party or parties to the Authority and all other contracting parties at least 90 days prior to August 1 of any given year. Upon termination such entity shall forfeit all right, title and interest in and to any property acquired by the Authority.

C. Upon termination by mutual agreement of two-thirds of the contracting parties hereto, the powers granted to the Authority under this Agreement shall continue only to the extent necessary to make a pro rata disposition of the property, equipment and monies held pursuant to this Agreement.

XIV. LIABILITY OF THE BOARD OF DIRECTORS,  
OFFICERS, AND EMPLOYEES OF THE AUTHORITY

The Board of Directors, officers and employees of the Authority shall be indemnified pursuant to the provisions of the Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. The Authority shall purchase insurance to provide coverage for the Board of Directors, officers and employees and the Authority against suit or suits which may be brought against said Board of Directors, officers and

employees or the Authority involving or pertaining to any of their acts or duties performed or omitted for the Authority in good faith.

The Authority shall obtain a bond or other security to guarantee the faithful performance of the duties of the members of the Board of Directors.

XV. NOTICES

Notices to be given under this Agreement shall be effective upon posting and shall be given in writing either by hand delivery, or deposited in the United States mail, certified mail, return receipt requested with sufficient postage to the following persons:

COUNTY OF ARAPAHOE

BENNETT FIRE PROTECTION

DISTRICT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Raymond Morgan*  
\_\_\_\_\_  
P.O. Box 349  
\_\_\_\_\_  
Bennett, Colo 80102  
\_\_\_\_\_

TOWN OF BOW MAR

BYERS FIRE PROTECTION

DISTRICT

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CASTLEWOOD FIRE PROTECTION  
DISTRICT

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CITY OF CHERRY HILLS VILLAGE

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CHERRY HILLS FIRE PROTECTION  
DISTRICT

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TOWN OF COLUMBINE VALLEY

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CUNNINGHAM FIRE PROTECTION  
DISTRICT

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TOWN OF DEER TRAIL

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DEER TRAIL FIRE PROTECTION  
DISTRICT

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CITY OF ENGLEWOOD

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CITY OF GLENDALE

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CITY OF GREENWOOD VILLAGE

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CITY OF LITTLETON

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LITTLETON FIRE PROTECTION  
DISTRICT

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PARKER FIRE PROTECTION  
DISTRICT

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SABLE-ALTURA FIRE PROTECTION  
DISTRICT

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CITY OF SHERIDAN

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SKYLINE FIRE PROTECTION  
DISTRICT

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STRASBURG FIRE PROTECTION  
DISTRICT *no 8*

*Fred Lehner*

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XVI. AMENDMENT

This Agreement may be amended by the contracting parties from time to time, but any amendment shall be given in writing and executed by two-thirds of the contracting parties hereto; provided however, that any amendment to Article IX must also be approved by a majority of the contracting parties responsible for payment of the administrative costs.

XVII. 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.

XVIII. COUNTERPART EXECUTION

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.

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

ATTEST: Marjorie Page  
Clerk of the Board

Wm. A. McCreedy  
Deputy Clerk

COUNTY OF ARAPAHOE,  
STATE OF COLORADO

BY Thomas Egger  
Chairman, Board of County  
Commissioners

APPROVED AS TO FORM:

Joanna L. Hillman  
Assistant County Attorney

ATTEST:

BENNETT FIRE PROTECTION  
DISTRICT

\_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

TOWN OF BOW MAR

Ann A. Jones  
Town Clerk, Town of Bow Mar

BY Mayor H. Carter  
Mayor, Town of Bow Mar

APPROVED AS TO FORM:

N/A  
Town Attorney

ATTEST:

BYERS FIRE PROTECTION DISTRICT

\_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CASTLEWOOD FIRE PROTECTION DISTRICT

*J. A. Keller*  
Secretary

BY *Charles A. Allen*  
VICE CHAIRMAN

APPROVED AS TO FORM:

*James P. Danahy*

ATTEST:

CITY OF CHERRY HILLS VILLAGE

*Elizabeth M. Neal*

By *John R. Duncan*

APPROVED AS TO FORM:

*Kenneth J. G. [unclear]*  
City Attorney

ATTEST:

CHERRY HILLS FIRE PROTECTION DISTRICT

*[Signature]*  
Acting Secretary

BY *Joseph H. Sigman* PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

TOWN OF COLUMBINE VALLEY

Germaine Greig

\_\_\_\_\_

APPROVED AS TO FORM:

W. E. Schell  
Town Attorney

ATTEST:

CUNNINGHAM FIRE PROTECTION DISTRICT

Marilyn Grant

By [Signature]

APPROVED AS TO FORM:

[Signature]

ATTEST:

TOWN OF DEER TRAIL

Yam M. Intermid

By [Signature]  
Mayor Pro Tem

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

71/T

ATTEST:

CITY OF ENGLEWOOD

Patricia H. Crow  
Patricia H. Crow - City Clerk

By Eugene L. Otis  
Eugene L. Otis - Mayor

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:

X CITY OF GLENDALE

Jo Ann Skaggs  
City Clerk

By William J. Convery  
William J. Convery  
Mayor

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:

CITY OF GREENWOOD VILLAGE

Barbara Smith

By Tracy Rowlandstone

APPROVED AS TO FORM:

J. Mark Hanner  
City Attorney

ATTEST:

CITY OF LITTLETON

Janice L. Owen  
City Clerk

By Charley Emley

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:

LITTLETON FIRE PROTECTION DISTRICT

Linda K. Blake  
Secretary

Rene Du Bois  
PRES.

APPROVED AS TO FORM:

[Signature]

ATTEST:

PARKER FIRE PROTECTION DISTRICT

Lorene G. Shade

By Jerry Vance

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

SABLE-ALTURA FIRE PROTECTION DISTRICT

[Signature]

By [Signature]

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF SHERIDAN

[Signature]

By Roger B. Rowland

APPROVED AS TO FORM:

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

ATTEST:

SKYLINE FIRE PROTECTION  
DISTRICT

Barla J. Sergeant  
V.P.

BY Barbara A. Leasure, Pres.  
6000 W. Yale Ave.  
Denver, Co. 80222

APPROVED AS TO FORM:

Paul G. Weaver  
Attorney

ATTEST:

STRASBURG FIRE PROTECTION  
DISTRICT

\_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

71/T

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The Board of Directors for the Authority shall pass supplementary rules and regulations as it deems necessary provided the supplementary rules and regulations are consistent with Section 29-11-101, et seq. and Section 29-1-201, et seq., C.R.S., as amended, and this Intergovernmental Agreement.

## V. POWERS OF THE AUTHORITY

The contracting parties hereto agree that the Authority shall be empowered with the authority to contract for the acquisition, 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 its jurisdiction and authorized by this Intergovernmental Agreement and by ordinance or resolution of the contracting parties hereto. The Authority is hereby authorized to collect an emergency telephone charge as imposed by the governing bodies of the contracting parties in an amount not to exceed Two Percent (2%) of the tariff rate or .50 cents per month, whichever is less, 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 equipment costs, the installation costs, repair and maintenance costs, and for the monthly recurring charges billed by the service and/or equipment 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 contracting 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 shall be transferred to the general fund of the contracting parties on a pro rata basis, based on exchange access facilities within that party's jurisdictions.

To further enable the Authority to carry out its functions and provide the services described, the Authority shall have the following powers:

- a. To acquire, hold, lease (as Lessor or Lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property utilized for the purposes of emergency telephone and related services.
- b. To conduct its business and affairs for the benefit of the inhabitants of the contracting parties hereto and others.
- c. To enter into, make and perform contracts of every kind with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

- d. To employ agents, including but not limited to, engineers, attorneys, accountants and consultants, and employees.
  
- e. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue and deliver notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of the Authority; and as provided by law, and to the extent permitted by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon or assignment of all or any part of the properties, rights, assets, contracts, easements, revenues and privileges of the Authority.

The power as specified in this paragraph (e) may be exercised by the Authority only upon prior approval of two-thirds the contracting parties in the manner provided by law.

- f. To own, operate and maintain real and personal property and facilities in common with others, and to

conduct joint, partnership, cooperative or other operations with others, and to exercise all the powers granted herein in joint, partnership or cooperative efforts and operations with others.

- g. To sue, and to be sued, in its own name.
- h. To fix, maintain and revise fees, rates and charges for functions, services or facilities provided by the Authority in the manner provided by law.
- i. To adopt, by resolution, regulations respecting the exercise of its powers and carrying out of its purposes.
- j. To exercise any other powers which are essential to the provision of the functions, services or facilities by the Authority.
- k. To receive contributions, gifts, bequests or other grants or cash, equipment or services from the contracting parties or other entities, individuals, or political subdivisions.
- l. To create a technical advisory committee.
- m. 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 suppliers 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. TECHNICAL ADVISORY COMMITTEE

The Authority shall create a technical advisory committee. Each contracting party may have a representative on the committee. The committee members shall elect their own chairman who will be responsible for setting meetings and conducting business. The committee shall serve in an advisory capacity to the Board of Directors of the Authority.

The committee shall make recommendations regarding the design, equipment selection, installation, maintenance and issues directly related to the continued operation of the Emergency Telephone Service. These recommendations shall be based upon the needs of the contracting parties.

This committee has no authority to incur any expense or to commit any funds associated with the equipment costs, installation costs, or any other costs related to the Emergency Telephone Service.

VII. BASIS FOR CONTRIBUTION AND CHARGES FOR  
OPERATING COSTS TO BE IMPOSED BY THE AUTHORITY

The contracting 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. Specifically, the contracting parties hereto agree to annually impose a charge in accordance with Sections 29-11-102 and 103, C.R.S., as amended, or to otherwise provide funds in an amount equal to said charge. The contracting parties further agree that the charge shall be uniform and consistent and as set by the Authority. All funds collected from said charge shall be remitted directly to the Authority. Failure to impose said charge or contribute funds in an amount equal to said charge shall constitute default under Article XII of this Agreement.

The contracting 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 contracting 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.

### VIII. E-911 SYSTEM OPERATING COSTS

The monies paid into the Authority pursuant to the emergency telephone charge per exchange access facility shall be placed in a separate designated cash fund and shall be paid from said fund only for system operating costs. System operating costs shall be defined as, installation costs, equipment costs, repair and maintenance costs, and for the monthly recurring charges billed by the service and/or equipment suppliers for the E-911 emergency telephone service.

No disbursement shall be made from the funds of the Authority except by check and unless a verified claim for services or commodities has been first approved for payment by the Board of Directors.

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.

### IX. ADMINISTRATIVE COSTS

Administrative costs shall include audit and accounting fees, consultant costs, attorneys' fees, bonding, insurance, postage, stationary and letterhead, and all other similar costs. The Authority shall prepare an annual budget for

administrative costs and submit the budget request to the County Commissioners by August 1 of each year that this Agreement is in effect. A copy of said budget shall also be submitted to the Division of Local Government in accordance with Section 29-1-116, C.R.S., as amended.

The County Commissioners shall consider funding the Authority's budget request in the County's annual appropriation, not to exceed \$15,000 for administrative costs. Should administrative costs from the County Commissioners not be forthcoming, or if any funding so provided shall be deemed insufficient by the Authority, the Authority shall divide and bill the total outstanding administrative costs, which total shall not exceed \$15,000, among Arapahoe County, Bow Mar, Cherry Hills, Columbine Valley, Deer Trail, Englewood, Glendale, Greenwood Village, Littleton and Sheridan. These contracting parties shall be required to pay to the Authority, within ninety (90) days of notification, a pro rata percentage of the total administrative cost based upon the number of exchange access facilities within the jurisdiction of that entity when compared with the total number of exchange access facilities within the jurisdiction of the Authority. Total administrative costs of the Authority may not exceed the total administrative budget approved by the entities listed in this section. No party may be obligated for the payment of any monies

without its approval; however, failure to contribute the required pro rata portion to the budget shall constitute default under Article XII of this Agreement.

The monies paid into the Authority by the contracting parties hereto for administrative costs shall be used by the Authority solely for the administrative costs of the Authority.

Nothing herein, however, prevents the Authority from returning any surplus administrative revenues provided by the contracting parties hereto for the administration costs of the Authority, to the then current contracting parties in the same proportion that said parties were originally required to contribute.

#### X. 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 contracting parties hereto, their attorneys, their agents, or members of the public. 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 provide a copy of said audit to the

governing bodies of the parties hereto upon request. The Authority shall also comply with Part 6 of Article 1, Title 29, C.R.S., as amended.

#### XI. REPORTS

Within 180 days after the end of each fiscal year, which shall be the calendar year, the Authority shall prepare and present to the contacting parties 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 E-911 Emergency Telephone Service Authority.

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

#### XII. DEFAULT IN PERFORMANCE

In the event any contracting party fails to pay its share of the administrative or operating costs when 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. A copy of said notice of default shall be sent to all other contracting parties. Upon failure to cure said default within said thirty (30) day period, service by the Authority to the defaulting party shall thereupon terminate and said contracting party shall thereafter have no nomination rights, nor be entitled to participation on the Authority.

Furthermore, any contracting party whose services terminated under the provisions of this Article of the Agreement shall forfeit all right, title and interest in and to any property of the Authority to which it may otherwise be entitled upon the dissolution of this Agreement. This Article is 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.

### XIII. TERMINATION OF AGREEMENT

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the contracting parties listed herein, and the parties entering into this Agreement shall have the option to continue this

Agreement, subject to amendments, until terminated by a two-thirds majority of the contracting parties hereto.

B. Any contracting party's participation in this Agreement may be terminated by written notice from the party or parties to the Authority and all other contracting parties at least 90 days prior to August 1 of any given year. Upon termination such entity shall forfeit all right, title and interest in and to any property acquired by the Authority.

C. Upon termination by mutual agreement of two-thirds of the contracting parties hereto, the powers granted to the Authority under this Agreement shall continue only to the extent necessary to make a pro rata disposition of the property, equipment and monies held pursuant to this Agreement.

XIV. LIABILITY OF THE BOARD OF DIRECTORS,  
OFFICERS, AND EMPLOYEES OF THE AUTHORITY

The Board of Directors, officers and employees of the Authority shall be indemnified pursuant to the provisions of the Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended. The Authority shall purchase insurance to provide coverage for the Board of Directors, officers and employees and the Authority against suit or suits which may be brought against said Board of Directors, officers and

employees or the Authority involving or pertaining to any of their acts or duties performed or omitted for the Authority in good faith.

The Authority shall obtain a bond or other security to guarantee the faithful performance of the duties of the members of the Board of Directors.

XV. NOTICES

Notices to be given under this Agreement shall be effective upon posting and shall be given in writing either by hand delivery, or deposited in the United States mail, certified mail, return receipt requested with sufficient postage to the following persons:

COUNTY OF ARAPAHOE

BENNETT FIRE PROTECTION

DISTRICT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Raymond Morgan*

P.O. Box 349

Bennett, Colo 80102

TOWN OF BOW MAR

BYERS FIRE PROTECTION

DISTRICT

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CASTLEWOOD FIRE PROTECTION  
DISTRICT

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CITY OF CHERRY HILLS VILLAGE

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CHERRY HILLS FIRE PROTECTION  
DISTRICT

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TOWN OF COLUMBINE VALLEY

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CUNNINGHAM FIRE PROTECTION  
DISTRICT

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TOWN OF DEER TRAIL

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DEER TRAIL FIRE PROTECTION  
DISTRICT

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CITY OF ENGLEWOOD

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CITY OF GLENDALE

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CITY OF GREENWOOD VILLAGE

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CITY OF LITTLETON

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LITTLETON FIRE PROTECTION  
DISTRICT

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PARKER FIRE PROTECTION  
DISTRICT

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SABLE-ALTURA FIRE PROTECTION  
DISTRICT

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CITY OF SHERIDAN

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SKYLINE FIRE PROTECTION  
DISTRICT

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STRASBURG FIRE PROTECTION  
DISTRICT *no 8*

*Fred Lehner*  
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XVI. AMENDMENT

This Agreement may be amended by the contracting parties from time to time, but any amendment shall be given in writing and executed by two-thirds of the contracting parties hereto; provided however, that any amendment to Article IX must also be approved by a majority of the contracting parties responsible for payment of the administrative costs.

XVII. 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.

XVIII. COUNTERPART EXECUTION

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.

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

ATTEST: Marjorie Page  
Clerk of the Board

Wm. A. McCreedy  
Deputy Clerk

COUNTY OF ARAPAHOE,  
STATE OF COLORADO

By Thomas Egger  
Chairman, Board of County  
Commissioners

APPROVED AS TO FORM:

Joanna D. Hillman  
Assistant County Attorney

ATTEST:

BENNETT FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

TOWN OF BOW MAR

Ann A. Johns  
Town Clerk, Town of Bow Mar

By J. Nancy H. Carter  
Mayor, Town of Bow Mar

APPROVED AS TO FORM:

N/A  
Town Attorney

ATTEST:

BYERS FIRE PROTECTION DISTRICT

\_\_\_\_\_

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

- CASTLEWOOD FIRE PROTECTION DISTRICT

J. A. Keeler  
Secretary

By Chas. W. Atkinson  
VICE CHAIRMAN

APPROVED AS TO FORM:

James P. Danahy

ATTEST:

CITY OF CHERRY HILLS VILLAGE

Elizabeth M. Neal

By John R. Duncan

APPROVED AS TO FORM:

Robert J. G. [Signature]  
City Attorney

ATTEST:

CHERRY HILLS FIRE PROTECTION DISTRICT

[Signature] Acting Secretary

By Joseph H. Sigman PRESIDENT

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

TOWN OF COLUMBINE VALLEY

Germaine Greig

\_\_\_\_\_

APPROVED AS TO FORM:

W. E. Schell  
Town Attorney

ATTEST:

CUNNINGHAM FIRE PROTECTION DISTRICT

Marilyn Grantz

By [Signature]

APPROVED AS TO FORM:

[Signature]

ATTEST:

TOWN OF DEER TRAIL

Yam M. Antoinette

By [Signature]  
Mayor Pro Tem

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

71/T

ATTEST:

CITY OF ENGLEWOOD

Patricia H. Crow  
Patricia H. Crow - City Clerk

By Eugene L. Otis  
Eugene L. Otis - Mayor

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:

X CITY OF GLENDALE

J. Ann Skaggs  
City Clerk

By William J. Convery  
William J. Convery  
Mayor

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:

CITY OF GREENWOOD VILLAGE

Barbara Smith

By [Signature]

APPROVED AS TO FORM:

J. Mark Hanner  
City Attorney

ATTEST:

CITY OF LITTLETON

Janece L. Owen  
City Clerk

By [Signature]

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:

Linda K. Blake  
Secretary

LITTLETON FIRE PROTECTION DISTRICT

Gene Du Bois  
PRES.

APPROVED AS TO FORM:

[Signature]

ATTEST:

Lorene G. Shade

PARKER FIRE PROTECTION DISTRICT

BY Jerry A. [Signature]

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

[Signature]

SABLE-ALTURA FIRE PROTECTION DISTRICT

BY [Signature]

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

[Signature]

CITY OF SHERIDAN

BY Roger B. [Signature]

APPROVED AS TO FORM:

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

ATTEST:

SKYLINE FIRE PROTECTION  
DISTRICT

Barla J. Sergeant  
V.P.

BY Barbara A. Leasure, Pres.  
6000 N. Yale Ave.  
Denver, Co. 80222

APPROVED AS TO FORM:

Paul G. Weaver  
Attorney

ATTEST:

STRASBURG FIRE PROTECTION  
DISTRICT

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

71/T