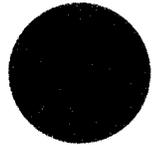




# Clanahan Tanner Downing & Knowlton

A Professional Corporation • Attorneys at Law



January 17, 2002

Contracting Member  
Arapahoe County E-911 Emergency  
Communications Service Authority

Dino A. Ross  
Direct Line: 720-359-9548  
e-mail: dross@ctdk.com

Re: First Amended Intergovernmental Agreement for the Establishment of an  
Emergency Communications Service Authority

Dear Contracting Member:

Enclosed for your records please find a signed copy of the First Amended  
Intergovernmental Agreement for the Establishment of an Emergency Communications  
Service Authority.

Sincerely,

CLANAHAN, TANNER, DOWNING &  
KNOWLTON, P.C.

Dino A. Ross

DAR:kli  
Enclosure

{00323905.DOC;1}

**FIRST AMENDED INTERGOVERNMENTAL AGREEMENT FOR THE  
ESTABLISHMENT OF AN EMERGENCY COMMUNICATIONS SERVICE AUTHORITY**

This First Amended Intergovernmental Agreement for the Establishment of an Emergency Communications Service Authority (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the following public entities which shall collectively be referred to as the "Parties," or individually as a "Contracting Party": 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"); SOUTH METRO FIRE RESCUE, a public entity ("South Metro"); CITY OF CENTENNIAL, a municipal corporation ("Centennial"); CITY OF CHERRY HILLS VILLAGE, a municipal corporation ("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 Fire"); CITY OF ENGLEWOOD, a municipal corporation ("Englewood"); CITY OF FOXFIELD, a municipal corporation ("Foxfield"); 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 Fire"); 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 §29-11-104(1) of the Colorado Revised Statutes (C.R.S.), as amended, the Parties are authorized to enter into agreements for the purpose of providing emergency communications services; and,

WHEREAS, the Colorado Constitution, Article XIV, Section 18 and §29-1-201, C.R.S. et seq. provide for and encourage political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, §29-1-203, C.R.S., as amended, authorizes any political subdivision or agency of the State of Colorado to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, imposition of taxes, or incurring of debt.

WHEREAS, in 1988 the Parties entered into the Intergovernmental Agreement for Establishment of the Emergency Telephone Service Authority (the "1988 IGA") which established the Arapahoe County E-911 Emergency Telephone Service Authority. The 1988 IGA was entered into pursuant to the authority granted by §29-1-203, C.R.S. and §29-11-104(1), C.R.S.

WHEREAS, due to changes in fact, circumstances, technology and the law since the parties entered into the 1988 IGA, the Parties to this Agreement wish to amend the 1988 IGA to comport with Colorado law and carry out the purposes and intentions of the Parties to this Agreement.

WHEREAS, the Parties intend by entering into this Agreement that the Authority hereby created shall fall within the definition of a "public entity" under the Colorado Governmental Immunity Act, §24-10-101, C.R.S., and a "nonprofit organization" under the Volunteer Service Act §§13-21-115.5, 13-21-115.7 and 13-21-116, C.R.S.

WHEREAS, the Parties recognize that by entering into this Agreement the Authority hereby created shall be, and shall operate, as an enterprise within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution ("Amendment 1"). As an enterprise, the Authority shall be exempt from all revenue and spending limits imposed by Amendment 1.

WHEREAS, the Parties recognize that by entering into this Agreement the Authority hereby created shall be, and shall operate as, an enterprise within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution ("Amendment 1"). As an enterprise, the Authority is exempt from all revenue and spending limits imposed by Amendment 1.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **I. SUPERSEDING ALL PRIOR AGREEMENTS**

The Parties agree that, upon execution, this Agreement supersedes all prior representations and understandings between the Parties, whether written or oral, including but not limited to the 1988 IGA.

### **II. DEFINITIONS**

The definitions for the terms "emergency telephone charge," "emergency telephone service," "exchange access facilities," "governing body," "public agency," "service supplier," "service user," "wireless communications access," and "wireless carrier" as used in this Agreement shall be the same as the definitions for those terms set forth in §29-11-100.5, C.R.S. as amended.

The term "emergency communications services" shall mean any form of emergency communication which the Authority facilitates or provides to the Parties, and includes but is not limited to, emergency telephone services, wireless communications access, and other developing technologies used for communications purposes.

### **III. ESTABLISHMENT OF THE ARAPAHOE COUNTY E-911 EMERGENCY COMMUNICATIONS SERVICE AUTHORITY**

The Parties hereby establish a separate legal entity to be known as the "Arapahoe County E-911 Emergency Communications Service Authority" (the "Authority") which shall

be responsible for administering the installation, operation, maintenance, upgrade and enhancement of emergency communications services to the Parties.

The Authority is a nonprofit public entity established pursuant to §29-1-203, C.R.S. and §29-11-100.5, C.R.S., et seq. and in conformance with the Colorado Governmental Immunity Act, §24-10-101 C.R.S., et seq. and the Volunteer Service Act §§13-21-115.5, 13-21-115.7 and 13-21-116, C.R.S. The Authority is also operated as an enterprise within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution.

The Parties agree that the Authority is an independent legal entity, separate and distinct from the Parties and their respective members, but subject to their ownership and control. The boundaries of the Parties and their respective members, as they may from time to time be changed, shall comprise the jurisdiction of the Authority.

#### **IV. ESTABLISHMENT OF AUTHORITY BOARD**

1. **Governing Board.** The Authority shall be governed by a Board of Directors (the "Board"), which Board shall have the power to perform all acts necessary, whether express or implied, to fulfill the purpose, and to provide the functions, services and facilities, for which the Authority was formed.

2. **Composition of the Board.** The Board shall consist of five (5) members to be selected in the following manner:

a. Two members shall be selected by the County Commissioners to represent law enforcement, from a list of nominees submitted by cities, towns and the County Sheriff, but each such entity may submit no more than one nominee for each vacancy;

b. Two members shall be selected by the County Commissioners to represent fire protection and 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;

c. One member shall be selected by the Board of County Commissioners;

d. Members may be appointed to serve consecutive terms on the Board. The terms of all members shall be for two (2) years and shall be staggered in even and odd years. One member from law enforcement and one member from fire protection and emergency medical services shall be appointed to the terms of office commencing in even years, the other member of law enforcement and the other member of fire protection and emergency medical services shall be appointed for the terms of office commencing in odd years; and,

e. Each member of the Board shall serve without compensation.

3. **Voting and Quorum.** Each member of the Board shall have one (1) vote. A quorum of the Board shall consist of three (3) members, except that, should there be three (3) or more vacancies at any time, then, during that time only a quorum shall consist of two members. No official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board members present at the time of the vote shall be required for the Board to take any action.

4. **Bylaws.** The Board shall adopt Bylaws as necessary for the conduct of the Authority so long as such Bylaws are not in conflict with the provisions of this Agreement, or Federal or State law. The Bylaws shall include, but are not limited to, procedures for appointment of officers of the Board as necessary to conduct the affairs of the Authority and shall contain provisions allowing for amendment of such Bylaws.

5. **Meetings.**

a. The Board shall hold a regular meeting every two months, at such time and place as the Authority shall decide and may, upon the call of the Chairperson or of any three (3) Board members, hold special meetings. Any regular meeting may be canceled by a simple majority of the Board, or by the Chairperson for good cause.

b. All regular meetings and special meetings held by the Board and any subcommittee meetings of the Board where public business is discussed or at which formal action may be taken, shall be subject to the Colorado Sunshine Act of 1972, pursuant to C.R.S. 24-6-401 et seq., as amended. Notice of all regular meetings and special meetings shall include the meeting agenda and shall be posted in one (1) or more public places as the Board may designate from time to time no less than twenty-four (24) hours prior to the meeting. The posting shall include specific agenda information where possible.

c. The Board shall keep minutes of its proceedings showing the presence or absence of each Board member and the vote of each member upon every motion. Failure to vote and any abstentions shall be noted in the minutes.

## V. POWERS OF THE AUTHORITY BOARD

1. **Plenary Powers.** Except as otherwise limited by this Agreement, the Authority, in its own name and as provided herein, shall exercise all powers lawfully authorized by the Parties pursuant to §29-1-203 C.R.S. and §29-11-100.5, C.R.S., et seq., as amended, including all incidental, implied, expressed or such other powers as necessary to execute the purposes of this Agreement. The Authority shall act through its Board, officers and agents as authorized by this Agreement and the Bylaws and Rules and Regulations of the Authority. The Authority shall not have the power to levy taxes on its own behalf or on behalf of any Contracting Party.

2. **Enumerated Powers.** The Authority is authorized to undertake all actions reasonably necessary for the installation, operation and maintenance of emergency communications services within the Authority's jurisdiction, and which the Authority

believes are necessary to carry out the intent and purpose of this Agreement, including but not limited to:

a. Imposing, and assuring the collection of, an emergency telephone charge in the amount and manner provided by §29-1-203, C.R.S. and §29-11-102 & 103, C.R.S., as amended, or as may in the future be amended. This charge may be imposed and collected from land based and wireless carriers, as well as from any other communication service provider as authorized by §29-11-102, C.R.S. et seq. and any future amendment thereto;

b. Acquire, hold, lease (as Lessor or Lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property in connection with the installation, operation and maintenance of the emergency communications services;

c. To enter into, make and perform contracts and agreements with other Federal, State or local governmental, non-profit and private entities which are reasonably necessary for the acquisition, repair or maintenance of equipment, or the installation, operation or maintenance of the emergency communications services;

d. To employ agents, accountants, attorneys, engineers, consultants and other individuals and entities as the Authority deems necessary for the performance of its obligations under this Agreement;

e. To conduct the business and affairs of the Authority;

f. To incur debts, liabilities, or obligations to the extent and in the manner permitted by law, 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 authorized by this Agreement; and as provided by law, and to the extent permitted by law, to secure the payment of any Authority obligation by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by lien upon or assignment of all or any part of the properties, rights, assets, contract, easements, revenues and privileges of the Authority except that no debt, liability, or obligation shall extend to or be an obligation of any contracting party unless properly authorized by such contracting party and agreed to in writing;

g. To issue bonds, notes or other obligations payable from the revenues derived or to be derived from the emergency telephone service charge imposed by the Authority, in accordance with applicable law, and subject to voter approval, as may be required.

h. To own, operate and maintain real and personal property and facilities individually or in common with others, and to conduct joint, partnership, cooperative or other operations with other individuals and entities, and to exercise all powers and authority incident thereto and authorized by this Agreement;

- i. To sue and to be sued in its own name;
- j. To adopt and amend from time to time, by resolution, Bylaws and Rules and Regulations as the Board deems necessary and appropriate for the exercise of the powers granted, and performing the obligations imposed, by this Agreement;
- k. To receive contributions, gifts, bequests, grants, cash, equipment or services from the Parties or any other public or private individual or entity for the furtherance of the intent and purpose of this Agreement, and the Authority's performance of its obligations under this Agreement;
- l. Negotiate and enter into agreements with equipment vendors, suppliers and service suppliers for the acquisition or maintenance of equipment, and for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of emergency communications services to the Parties; and,
- m. Any other act or service which the Authority believes is reasonably necessary for the exercise of its powers, and the performance of its obligations, under this Agreement.

## **VI. RULES AND REGULATIONS**

The Authority Board may promulgate and adopt rules, regulations, policies and procedures which the Board deems necessary to carry out the intent and purposes of this Agreement, and to exercise the Authority's powers and perform the Authority's obligations, under this Agreement. After their initial adoption, the rules, regulations, policies and procedures may be modified or amended, provided any such modification or amendment: (a) is approved by a majority vote of the Board; (b) is consistent with the purpose and intent of this Agreement; (c) is not in conflict with any of the provisions of this Agreement; and (d) is in compliance with any and all applicable State and federal laws.

## **VII. 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 chairperson, who will be responsible for setting meetings and conducting the business of the Committee. The Committee shall serve in an advisory capacity to the Authority Board.

The Committee shall make recommendations to the Board regarding the design, equipment selection, installation, maintenance, enhancement and continued operation of the emergency communications services. These recommendations shall be based upon the needs of the Parties.

This Committee shall have no authority to incur any expense or to commit any funds of the Authority or any Contracting Party.

### VIII. CHARGES TO BE IMPOSED BY THE AUTHORITY

The Parties agree that the Authority may establish a charge for emergency communications services up to the amount authorized by §29-11-100.5, C.R.S., et seq., as amended from time to time. Said charge shall be assessed on a uniform basis for all Parties within the Authority's jurisdiction.

The Authority shall not establish a charge in excess of the amount authorized by §29-11-102, C.R.S., as amended from time to time, unless the Authority: 1) first obtains approval by two-thirds (2/3) of the Parties; and 2) obtains approval from the Public Utilities Commission pursuant to §29-11-102(2)(b), C.R.S., as may be amended from time to time.

The Authority may invest funds received from any source in accordance with the laws of the State of Colorado for investments by a public entity.

### IX. USE OF FUNDS - CONTRIBUTIONS

The Authority shall use the funds generated by the charges imposed by Section VIII, above, and all funds received by the Authority from any other source, to pay for the costs of acquiring, maintaining, upgrading and enhancing equipment related to providing emergency communications services, and/or the installation, operation, maintenance, upgrade and enhancement of emergency communications services, including, but not limited to, administrative costs of the Authority, in accordance with, and as authorized by, §29-11-104, C.R.S., as amended from time to time. Notwithstanding the foregoing, neither the Authority nor its directors, officers, agents or employees shall use Authority funds or property to conduct political lobbying activities. In addition, Authority funds shall not be used to lease or purchase vehicles for the personal convenience of the Authority's directors, officers, employees, agents or representatives.

No disbursement shall be made from the funds of the Authority without appropriate supporting documents in the form of receipts, invoices or other documents generally considered sufficient under GAAP.

The Authority may carry over funds which have not been used in a given fiscal year to the following fiscal year. Nothing in this Section IX shall prevent the Authority from returning any surplus funds to the Parties, based upon the individual Contracting Party's contributions to the Authority during the year in which the surplus is incurred, or if contributions have not been made in that year, based upon the number of exchange access facilities which that Party has within the Authority when compared with the total number of exchange access facilities within the Authority. Pursuant to §29-11-104(3), C.R.S., to the extent any of these surplus funds are derived from emergency telephone service charges imposed pursuant to §29-11-102, C.R.S., such funds can be distributed to the Parties only if the emergency telephone service is discontinued.

## X. BOOKS AND RECORDS

The Authority shall provide for the keeping of accurate and correct books of account on a modified accrual basis in accordance with GAAP, showing in detail the capital costs, costs of services, installation, maintenance and operating costs, and the financial transactions of the Authority. The Authority's books of account shall correctly show any and all revenues, costs, or charges paid to or to be paid by each of the Parties, and all funds received by, and all funds expended by, the Authority. The Authority's books and records shall be open to inspection during normal business hours upon reasonable notice by the Parties, their attorneys, accountants or agents. The books and records of the Authority shall also be made available to the public in accordance with the provisions of §24-72-201, C.R.S. et seq. (the "Open Records Act").

## XI. AUDITING AND REPORTING

The Authority shall cause an annual audit to be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The Authority shall provide a copy of the annual audit to a Contracting Party upon request. The Authority shall comply with the provisions of §29-1-601, C.R.S. et seq., as may be amended from time to time. The Authority shall comply with all Federal and State financial reporting requirements.

## XII. ASSETS OF THE AUTHORITY

1. **Assets.** Any assets purchased or received by the Authority subsequent to the formation of the Authority shall be owned by the Authority for the mutual benefit of the Parties. Assets purchased with funds of the Authority and one or more Parties shall be owned jointly in proportion to the amounts contributed.

2. **Asset Inventory Schedules.** The Authority shall maintain an asset inventory list for any and all real and personal property which identifies which Contracting Party contributed the asset, the date of any sale or other disposition of any asset transferred to the Authority, together with the amount of consideration received by the Authority. The Authority shall maintain a separate inventory list for all real or personal property acquired by the Authority in whole or in part.

## XIII. DEFAULT IN PERFORMANCE

In the event any Contracting Party fails to comply with any term or condition of this Agreement, that Party shall be considered in default of its obligations under this Agreement. The Authority shall provide the governing body of the defaulting party with notice of the default (the "Defaulting Party"). Notice shall be by certified mail, return receipt requested, or hand delivery. The Defaulting Party shall have thirty (30) days from the date of receipt of the notice to cure the default. A copy of the notice of default shall be sent to each Contracting Party. If the Defaulting Party fails to cure the default within thirty (30) days of receipt of the notice of default, the Authority shall immediately terminate services to the Defaulting Party, the Defaulting Party's membership in the Authority shall terminate, and the Defaulting Party shall have no rights whatsoever under the Agreement. In addition, the Defaulting Party shall

forfeit all right, title and interest in and to any real and personal property, or funds, to which the Defaulting Party might otherwise be entitled upon the dissolution of the Authority. If the Authority is in default and fails to correct the default after the required notice, the non-defaulting Party may terminate the Agreement immediately or continue the Authority and bring an action to enforce the Authority's obligations.

#### XIV. DURATION OF AGREEMENT

This Agreement shall be in effect from the time it is fully executed and shall continue on a year to year basis, unless sooner terminated in accordance with Section XV of this Agreement.

#### XV. WITHDRAWAL, TERMINATION AND DISSOLUTION

1. **Individual Party's Withdrawal.** Any Contracting Party may withdraw from this Authority and terminate its membership under this Agreement by providing written notice to each Contracting Party and the Authority Board at least ninety (90) days prior to August 1 of that year. Withdrawal from the Authority shall become effective on August 1 of the year in which a timely notice of termination is given. A Contracting Party which withdraws from the Authority shall retain all right, title and interest in and to any real and personal property which it has contributed to the Authority and which is located within the withdrawing party's jurisdiction; however, the withdrawing party shall make the property available for use by the Authority to the extent necessary for public safety.

2. **Termination by Mutual Agreement of the Parties.** Upon a two-thirds majority vote of all Parties, this Agreement shall be terminated and the Authority dissolved. The effective date of termination shall be December 31st of the calendar year in which the two-thirds majority vote for termination occurs.

3. **Dissolution of Authority.** Upon the termination of this Agreement pursuant to Section XV(2) above, the Authority Board and Parties shall take such actions necessary to effect the orderly dissolution of the Authority and winding up of the Authority's operations.

All contributions of real and personal property, all revenues received by the Authority, and all assets of the Authority shall be distributed among the entities who were parties to the Agreement on the date the vote for termination occurred. The Board shall be responsible for inventorying the revenues, property and assets of the Authority, making distributions to the Parties and winding up the affairs of the Authority. Real and personal property which can be identified as being contributed in full by a Contracting Party, other than monetary contributions, shall be returned to the Contracting Party which contributed it. A Contracting Party which has made a contribution toward a jointly owned asset (as defined in Section XII) would be entitled to retain ownership of the asset upon termination; however, the Contracting Party must account to the Authority for the amount of the Authority's contribution toward purchase of the asset upon distribution of the other assets of the Authority. Upon termination, any revenues derived from emergency telephone service charges imposed pursuant to §29-11-102, C.R.S., will be distributed in accordance with §29-11-104(3), C.R.S. Such funds can be distributed to the Parties only if the emergency

telephone service is discontinued. All other real and personal property, and all contributions and revenues, shall be distributed pro rata to the Parties, based upon the number of exchange access facilities which each Contracting Party has within the Authority when compared with the total number of exchange access facilities within the Authority and any other adjustments expressly required under this Agreement.

If a Contracting Party does not agree to the Authority's division of assets within six (6) months from the effective date of termination, the Parties shall engage in mediation on all unresolved issues prior to engaging in legal proceedings. In any legal proceeding, the Court may award attorneys' fees, expenses and costs of the proceeding if the Court determines that the proceeding was necessitated by an unreasonable position, or unreasonable demands, of a Contracting Party.

The rights and duties of the Parties related to apportionment, division, transfer and ownership of assets upon termination shall survive termination of this Agreement.

The Parties agree that during the period following the vote to terminate the Authority, the Authority will continue to provide emergency communications services in accordance with this Agreement until the effective date of termination.

#### **XVI. LIABILITY OF THE BOARD OF DIRECTORS, OFFICERS AND EMPLOYEES OF THE AUTHORITY**

As a nonprofit public entity, the Authority and its directors, officers and employees shall be immune from civil liability in accordance with, and the extent provided by, §24-10-101, C.R.S. *et seq.* (the Governmental Immunity Act), §13-21-115.5, 13-21-115.7 and 13-21-116, C.R.S. (the Volunteer Service Act), as these statutes may be amended from time to time, and any other applicable law.

In addition, the Authority shall purchase insurance for the Authority and its Board, officers and employees which insurance will provide reasonable coverage against any claim, suit or proceeding arising out of or relating to any act or omission under this Agreement.

#### **XVII. AMENDMENTS**

This Agreement may only be amended upon: 1) an affirmative vote of two-thirds (2/3) of the Contracting Parties eligible to vote, and 2) the Contracting Parties who vote in the affirmative also must have within their collective jurisdictions a majority (i.e., 51%) of the total population within the Authority's jurisdiction. For cities and towns, population shall be based upon the Year 2000 Census, as updated annually by the Colorado State Demographer's Office population calculations for cities and towns. For special districts, authorities and other public entities for which the Colorado State Demographer's Office does not maintain population calculations, population shall be based upon the Year 2000 Census, and may be updated by PCensus or another commonly accepted and reputable population modeling software program.

XVIII. SEVERABILITY

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provision of this Agreement.

XIX. SUCCESSORS AND THIRD PARTIES

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties. This Agreement is not intended to, and does not, inure to the benefit any individual or entity who is not a Party to this Agreement.

XX. ASSIGNMENT AND DELEGATION

No Contracting Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written approval of two-thirds of the other Parties to this Agreement.

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

ATTEST:  
Clerk of the Board



COUNTY OF ARAPAHOE,  
STATE OF COLORADO

Barbara J. Blane  
Society Clerk

By: John Brachner  
Chairman, Board of County  
Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney



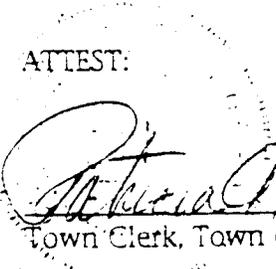
ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

  
*Michael D. Martin*  
Town Clerk, Town of Bow Mar

APPROVED AS TO FORM:

*Michael D. Martin*  
Town Attorney

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

BENNETT FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

TOWN OF BOW MAR

By: *Anna F. Robinson*  
Mayor, Town of Bow Mar

BYERS FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town Clerk, Town of Bow Mar

APPROVED AS TO FORM:

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

ATTEST:

*Bill Sale*  
\_\_\_\_\_  
*Sec. - Treasurer*  
*Larry Hankins*  
APPROVED AS TO FORM:  
\_\_\_\_\_

BENNETT FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

TOWN OF BOW MAR

By: \_\_\_\_\_  
Mayor, Town of Bow Mar

BYERS FIRE PROTECTION DISTRICT

By: *James W. Kelly*  
\_\_\_\_\_  
Chairman

ATTEST:

*Christina M. Buchanan*

CITY OF CHERRY HILLS VILLAGE

By: *[Signature]*

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

ATTEST:

\_\_\_\_\_

TOWN OF COLUMBINE VALLEY

By: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_

CUNNINGHAM FIRE PROTECTION  
DISTRICT

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

CITY OF CHERRY HILLS VILLAGE

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

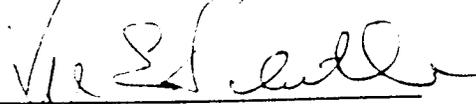
ATTEST:

\_\_\_\_\_

TOWN OF COLUMBINE VALLEY

By: 

APPROVED AS TO FORM:



Town Attorney

ATTEST:

\_\_\_\_\_

CUNNINGHAM FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF CHERRY HILLS VILLAGE

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

ATTEST:

TOWN OF COLUMBINE VALLEY

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Town Attorney

ATTEST:

CUNNINGHAM FIRE PROTECTION DISTRICT

*John Smith*  
\_\_\_\_\_  
Secretary

By: *Mark L. Langert*  
\_\_\_\_\_  
President

APPROVED AS TO FORM:

*[Signature]*  
\_\_\_\_\_

ATTEST:

TOWN OF DEER TRAIL

Arthur L. Owens

By: Jessica Bradford  
Mayor ~~Pro Tem~~

APPROVED AS TO FORM:

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

ATTEST:

DEER TRAIL FIRE PROTECTION DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF ENGLEWOOD

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

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

TOWN OF DEER TRAIL

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor Pro Tem

APPROVED AS TO FORM:

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

ATTEST:

DEER TRAIL FIRE PROTECTION DISTRICT

\_\_\_\_\_

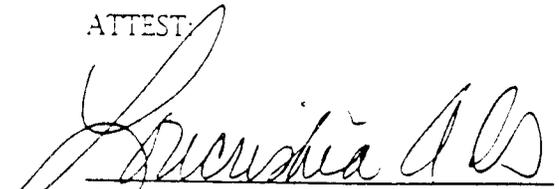
By: \_\_\_\_\_

APPROVED AS TO FORM:

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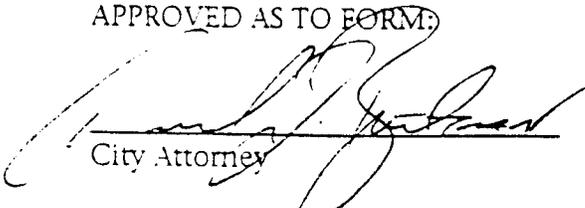
ATTEST:

CITY OF ENGLEWOOD

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

By:   
\_\_\_\_\_  
Mayor - Thomas J. Burns

APPROVED AS TO FORM:

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

ATTEST:

CITY OF FOXFIELD

Erney Cottrell  
TAC City Clerk

By: James Sherman  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

CITY OF GLENDALE

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

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

CITY OF GREENWOOD VILLAGE

\_\_\_\_\_  
APPROVED AS TO FORM:

By: \_\_\_\_\_

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

ATTEST:

CITY OF FOXFIELD

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

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

CITY OF GLENDALE

*Theresa D. Teeter*  
\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

CITY OF GREENWOOD VILLAGE

\_\_\_\_\_  
APPROVED AS TO FORM:

By: \_\_\_\_\_

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

ATTEST:

CITY OF LITTLETON

[Signature]  
City Clerk

By: [Signature]

APPROVED AS TO FORM:

[Signature]  
City Attorney

ATTEST:

LITTLETON FIRE PROTECTION DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

PARKER FIRE PROTECTION DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF LITTLETON

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

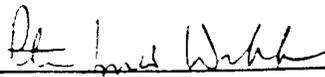
By: \_\_\_\_\_

APPROVED AS TO FORM:

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

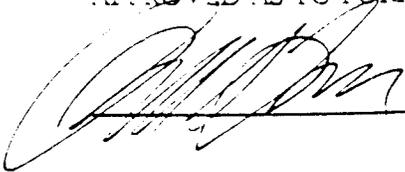
ATTEST:

LITTLETON FIRE PROTECTION  
DISTRICT

  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
President

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

PARKER FIRE PROTECTION DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF LITTLETON

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

By: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

LITTLETON FIRE PROTECTION  
DISTRICT

\_\_\_\_\_  
Secretary

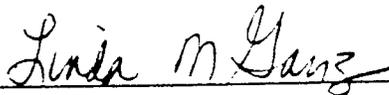
By: \_\_\_\_\_  
President

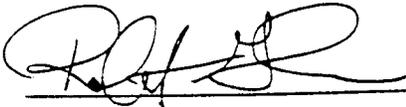
APPROVED AS TO FORM:

ATTEST:

PARKER FIRE PROTECTION DISTRICT

  
\_\_\_\_\_  
Secretary to the Board of Directors  
APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
President, Board of Directors

  
\_\_\_\_\_

ATTEST:

[Handwritten Signature]

APPROVED AS TO FORM:

Jacqueline Ciano

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Attorney

SABLE-ALTURA FIRE PROTECTION DISTRICT

By: [Handwritten Signature]

CITY OF SHERIDAN

By: \_\_\_\_\_

SKYLINE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

JUN 21 '01 09:04AM HAYES PHILLIPS TACONE  
ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

*Mary Ann Beckman*  
*Deputy City Clerk*

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Attorney

SABLE-ALTURA FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

CITY OF SHERIDAN

By: *[Signature]*  
*Mayor*

SKYLINE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

ATTEST:

SABLE-ALTURA FIRE PROTECTION DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

CITY OF SHERIDAN

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

SKYLINE FIRE PROTECTION DISTRICT

Edna R. Strong  
Secretary

By: Neil Kimmel, president

APPROVED AS TO FORM:

Edna R. Strong

Attorney

ATTEST:

*Ken R. ...*

APPROVED AS TO FORM:

*MRS. White*  
Attorney

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

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

SOUTH METRO FIRE RESCUE

*David ...*

STRASBURG FIRE PROTECTION DISTRICT

By: \_\_\_\_\_

CITY OF CENTENNIAL

By: \_\_\_\_\_

ATTEST:

SOUTH METRO FIRE RESCUE

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Attorney

ATTEST:

STRASBURG FIRE PROTECTION DISTRICT

*Curtis R. Ruyter*  
Secretary

By: *Richard L. Dodge*

APPROVED AS TO FORM:

*Bradley D. Hill*  
\_\_\_\_\_

~~Form~~ Attorney

ATTEST:

CITY OF CENTENNIAL

\_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

ATTEST:

SOUTH METRO FIRE RESCUE

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

ATTEST:

STRASBURG FIRE PROTECTION DISTRICT

\_\_\_\_\_

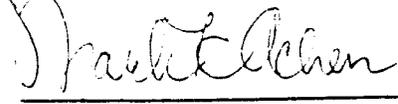
By: \_\_\_\_\_

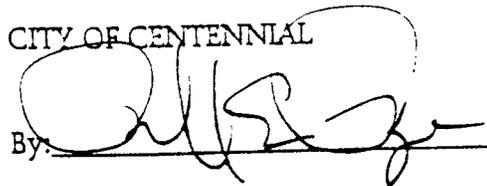
APPROVED AS TO FORM:

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

ATTEST:

CITY OF CENTENNIAL

  
\_\_\_\_\_

By:   
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_

City Attorney