# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Amended IGA; Emergency Telephone Serv. Auth.

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:** **Term Ends:** **Grant Contract #:**

**Summary:**

Amended and restated Intergovernmental Agreement for the Gunnison / Hinsdale Combined Emergency Telephone Service Authority.

**Fiscal Impact:**

**Submitted by:** Liz Mense **Submitter's Email Address:** EMense@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
No concerns. Fiscal impact is represented in annual dispatch fees, and included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/25/2020

**County Attorney Review:** (●) Required ( ) Not Required

Comments:
ok for presentation. 2/27/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/27/2020 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/28/2020

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: CM Report

Agenda Date: 3/3/2020

*Revised April 2015*

# AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE GUNNISON/HINSDALE COMBINED EMERGENCY TELEPHONE SERVICE AUTHORITY

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT replaces in their entirety the Intergovernmental Agreement dated October 2, 1987 and Revised Intergovernmental Agreement Concerning the Implementation of 911 Emergency Telephone Service dated January 1, 1998.

This AGREEMENT is made and entered into by and between the following parties:

A. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, a body politic and corporate, hereinafter referred to as "GUNNISON COUNTY."

B. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HINSDALE, a body politic and corporate, hereinafter referred to as "HINSDALE COUNTY."

C. CITY OF GUNNISON, a municipal corporation, hereinafter referred to as "GUNNISON."

D. TOWN OF CRESTED BUTTE, a municipal corporation, hereinafter referred to as "CRESTED BUTTE."

E. TOWN OF MT. CRESTED BUTTE, a municipal corporation, hereinafter referred to as "MT. CRESTED BUTTE."

F. GUNNISON COUNTY FIRE PROTECTION DISTRICT, a Colorado special district, hereinafter referred to as "GCFPD."

G. CRESTED BUTTE FIRE PROTECTION DISTRICT, a Colorado special district, hereinafter referred to as "CBFPD."

H. TOWN OF PITKIN, COLORADO, a municipal corporation, hereinafter referred to as “PITKIN.”

I. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SAGUACHE, a body politic and corporate, hereinafter referred to as “SAGUACHE.”

J. LAKE CITY FIRE PROTECTION DISTRICT, a Colorado special district, hereinafter referred to as “LCFPD.”

K. GUNNISON VALLEY HEALTH BOARD OF TRUSTEES, a Colorado non-profit corporation, hereinafter referred to as “GVHBT.”

WITNESSETH:

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S, encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, pursuant to Article 11 of Title 29, C.R.S., the above-listed parties are delegated the power to enter into agreements for the purpose of providing emergency telephone service; 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 Gunnison/Hinsdale Combined Emergency Telephone Authority has been operating in portions of Gunnison, Hinsdale, and Saguache Counties pursuant to an Intergovernmental Agreement dated October 2, 1987 and revised Intergovernmental Agreement dated January 1, 1998; and

WHEREAS, the parties hereto wish to combine and place responsibilities and management of the City of Gunnison Communications Enterprise, the Gunnison Regional Communications Center, and the Gunnison Valley Communications Board under the umbrella of and within the powers of the Authority consistent with state statutes authorizing the same; and

WHEREAS, jurisdictional entities throughout Hinsdale, Saguache and Gunnison Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that a board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout the Gunnison Valley; and

WHEREAS, the member jurisdictions and residents of Hinsdale, Saguache and Gunnison Counties will benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services to the counties, municipalities, fire protection districts, and emergency medical service providers throughout the Gunnison Valley; and,

WHEREAS, the undersigned governmental entities wish to establish and maintain a consolidated PSAP located within the Gunnison Regional Communications Center; and

WHEREAS, the PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS, the parties desire to enter into this Intergovernmental Agreement for the following purposes:

(1) to amend and restate the agreement by which the Gunnison/Hinsdale Combined Emergency Telephone Service Authority ("Authority") shall be responsible for administering the operation of the emergency telephone service program serving portions of Gunnison, Hinsdale

and Saguache Counties with a wired, wireless, VoIP telephone service or services within the identified Public Service Answering Point (PSAP) boundaries, published by Intrado, 07//08/2008, Inc., historically identified with telephone exchanges 641,349,943,944 and 862; and

(2) to define the manner in which each of the parties will participate in the Authority.

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

## I. DEFINITIONS

The definitions for the terms used in this Intergovernmental Agreement shall be the same as the definitions provided for those terms in 29-11-101, C.R.S.

## II. THE AUTHORITY BOARD

A. Membership. Membership of the Authority Board shall include representatives from the following parties to this Agreement. Each representative appointed shall have operational knowledge and experience related to emergency telephone service and shall be working in a field related to the services provided by the Authority:

1) Gunnison County –one representative;
2) Hinsdale County – one representative;
3) City of Gunnison – one representative;
4) Town of Crested Butte – one representative;
5) Town of Mt. Crested Butte – one representative;
6) Gunnison County Fire Protection District – one representative;
7) Crested Butte Fire Protection District – one representative;
8) Gunnison Valley Health Board of Trustees – one representative;

B. Future Membership. Any future entity that wishes to join the Authority as a Board Member must meet a threshold burden in order to qualify for Membership, which threshold will be determined by the Board and set forth in the Bylaws. The Board shall vote on such application in accordance with the terms of the Bylaws. Members that no longer meet the minimum service threshold established by the Board may be removed from membership by vote of the Board taken in accordance with the terms of the Bylaws.

C. Non-Member Users. Non-Member users are those agencies whose use is less than one percent (1%) of the Gunnison Regional Communications Center's total services based on that agencies' Computer-Aided Dispatch "CAD" Radio Logs for the prior calendar

year. Non-Member users and fee payers for services provided by the Authority that do not meet the minimum threshold may not vote in Board meetings. Input may be provided and the Authority Board should work to consider such input when voting.

D. Board of Directors. Each member shall have one vote at board meetings and shall comprise the Board of Directors. The individual casting a vote shall be selected by his or her respective governing board, council, commission, or entity and shall be appointed by formal action or resolution. Terms of such appointments shall be in effect until modified or revoked by his or her respective governing board, council, commission, or entity. The Board of Directors shall elect officers of the Board.

## III. RULES AND REGULATIONS

The Board of Directors of the Authority shall pass bylaws to further delineate the operation of Authority, such to be in compliance with and not in conflict with this Agreement.

## IV. POWERS OF THE GOVERNING BODY

A. **Dispatch Services**. One purpose of the Authority is to operate the Gunnison Regional Communications Center, located at 910 W. Bidwell, Gunnison, Colorado 81230, to provide emergency dispatch services throughout the jurisdictions and service areas occupied by its Members and users. The Board of Directors shall have authority over the Executive Director of the Authority performing services related to this Agreement.

B. The Executive Director is the supervisor of the employees of the Authority (Dispatch Personnel). The Executive Director may hire, terminate, or discipline such employees. Such employees will initially, unless or until changed by the Board of Directors in the Bylaws, work under the umbrella of the City of Gunnison for benefit, human resource, and administrative purposes. The Executive Director shall utilize City of Gunnison human resource procedures in dealing with employee matters, unless otherwise stated in the Bylaws.

C. Emergency Telephone Service. 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 Authority is hereby authorized to collect an emergency telephone charge up to the amount authorized by state statute, C.R.S. 29-11-101, et. seq., without Public Utility Commission approval, upon each exchange access facility and each wireless communications access 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 cost of equipment and installation thereof and monthly recurring charges of service suppliers and basic emergency service providers for the emergency telephone service; reimbursement of the cost of the wireless carriers and basic emergency service providers for equipment changes necessary for the provision or transmission of the wireless automatic location identification or wireless automatic number identification to a public safety answering point when such services become available; other costs directly related to the continued operation of the emergency telephone service; and for personnel expenses necessarily incurred for a public safety answering point, all as provided in 29-11-104, C.R.S. Funds collected from the charges imposed shall be credited to a cash fund, apart from the general fund of any of the public agency parties under this Intergovernmental Agreement. Any monies remaining in such cash fund at the end of any physical year shall remain therein for payments during any succeeding year.

If the emergency telephone service is discontinued, monies remaining in the fund after all payments to the service suppliers, basic emergency service providers, all equipment suppliers, and other purposes authorized herein, shall be transferred to the general fund of each public agency party under this Intergovernmental Agreement proportionately. In addition, the Authority may do any other act as may be necessary 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.

Equipment located at each of the repeater sites are owned individually by party entities at this time. An entity may convey its equipment to the Authority, and responsibility for the maintenance, repair and replacement of such equipment will be determined between that entity and the Authority, or the member may maintain ownership of its equipment and shall be responsible for its own maintenance, repair and replacement as such becomes necessary.

D. Reports. Parties to this Agreement shall receive regular management reports, which shall consist of financial, personnel, and operational information. The Board of Directors shall also receive regular dispatch reports, which shall provide the following information: CAD incidents, CAD radio log, and radio push to talk. Parties are entitled to receive any additional reports or information concerning the financials, management, and operations of the Authority upon request, allowing a reasonable time for response depending on the scope of the report. Parties shall not be charged for any requested report or information.

E. Ownership of Records and Data. All records of the Authority related to calls dispatched, including electronically stored data, geographic information system ("GIS") data, computer aided dispatch ("CAD") data, and audio tapes, shall be collectively owned by

the Authority. Copies of any such records may be made at any party's request, and shall not be disposed of without prior authorization from, or in compliance with a retention schedule adopted by, the Board of Directors.

i. Access to Data. Each party and user shall have access to all data and audio recordings maintained by the Authority for use in internal analysis and criminal investigations. It is the responsibility of each party or user to provide any criminal justice records for case filing purposes directly to the respective courts or district attorney's office(s).

ii. Colorado Open Records Act. Records owned, created, or maintained by the Authority shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.

## V. BOOKS AND RECORDS

A. Records and Accounts. The Board of Directors shall maintain adequate accounting of its funds, properties, business transactions, annual audits or exemptions, and such records shall be open to inspection at any reasonable time by the parties, their attorneys, or agents. Such accounting shall be in compliance with Generally Accepted Accounting Principles and in compliance with various reporting requirements as imposed by statute, especially with regard to the collection and expenditures of telephone surcharges as provided by statute.

Annual Audit. The books and records of the Board of Directors shall be subject to an annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

## VI. DEFAULT

A. Intent to Terminate. In the event that any party fails to pay its share of the operating expenses due or to perform any of its covenants and undertakings under this Agreement, the Authority shall consider that party in default and shall provide written notice of intent to terminate the defaulting party from membership in the Board of Directors of the Authority. Notice of default shall be provided to the defaulting party's governing board, council, or entity, providing such party thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting party shall no longer have voting rights, and shall not be entitled to have representation on the Board of Directors.

B. Forfeiture. Any party which is terminated under the provisions of this section shall forfeit all right, title and interest in and to any property or funds acquired or held by the Authority to which the party may otherwise be entitled upon the dissolution of this Agreement. This section is not intended to limit the right of any party to this Agreement to pursue any and all other remedies it may have for breach of this agreement.

## VII. TERM AND TERMINATION OF AGREEMENT

A. Term. This agreement shall become effective 30 days following the date the last party signs the Agreement. Thereafter, it shall remain in full force and effect, subject to amendments, unless or until terminated by a majority of the parties hereto.

B. Termination. 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 180 days prior to January 1 of any given year.

C. Dissolution. 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. Annual Appropriation. The parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation.

## VIII. MISCELLANEOUS

A. Notices. Any notice demand or request provided for or required by this Agreement shall be in writing and shall be deemed properly given if delivered in person, by facsimile, by e-mail, or by certified mail, postage prepaid to a party at the address of that party.

B. Amendment. This agreement may be amended by the parties from time to time, which amendment shall be in writing and executed by all the parties hereto.

C. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be Gunnison County, Colorado.

D. Severability. If any provision of this agreement or the application hereof to any party or circumstance is held to be 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.

E. Integration. This Agreement constitutes the entire agreement between the parties and no additional or different oral representations, promise, agreement or any prior versions of this agreement shall be binding on any party with respect to the subject matter of this Agreement.

F. Governmental Immunity. Nothing in this Agreement shall be construed or deeded as a waiver of any and all rights and protections of any party, board member, or employee under the Colorado Governmental Immunity Act, Section 24-10-101, et. Seq., C.R.S., or the immunity provisions set forth in Section 29-11-105, C.R.S. Further, nothing in this Agreement shall be construed as creating any duty to indemnify between the parties.

G. Counterparts. This Agreement may be executed in counterparts.

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.

BOARD OF COMMISSIONERS OF THE COUNTY OF GUNNISON

By _____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HINSDALE

By _____

ATTEST:

_____
Clerk

CITY OF GUNNISON

By _____

ATTEST:

_____
Clerk

TOWN OF CRESTED BUTTE

By _____

ATTEST:

_____
Clerk

TOWN OF MT. CRESTED BUTTE

By _____

ATTEST:

_____
Clerk

GUNNISON COUNTY FIRE PROTECTION DISTRICT

By _____

ATTEST:

_____
Secretary

CRESTED BUTTE FIRE PROTECTION DISTRICT

By _____

ATTEST:

_____
Secretary

TOWN OF PITKIN

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SAGUACHE

By_____

ATTEST:

_____
Clerk

LAKE CITY FIRE PROTECTION DISTRICT

By_____

ATTEST:

By_____
Secretary

GUNNISON VALLEY HEALTH BOARD OF TRUSTEES

By_____

ATTEST:

By:_____