

RESOLUTION NO. 2018-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WESTERN COLORADO REGIONAL DISPATCH CENTER, RECOMMENDING ADOPTION OF AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT, AND BYLAWS, CONCERNING THE ESTABLISHMENT OF THE WESTERN COLORADO REGIONAL DISPATCH CENTER PROVIDING EMERGENCY DISPATCH SERVICES THROUGHOUT WESTERN COLORADO.

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, on September 21, 2015, the City of Montrose, Montrose Fire Protection District, Telluride Fire Protection District, and Towns of Telluride, Mountain Village, and Olathe, executed and adopted an Intergovernmental Agreement, and bylaws, concerning the establishment of the Western Colorado Regional Dispatch Center providing emergency dispatch services throughout Western Colorado, including Ouray, San Miguel, and Montrose Counties; and

WHEREAS, in anticipation of additional members and expanded services, the Board of Directors of the Western Colorado Regional Dispatch Center ("WestCO") wish to execute and adopt a revised and restated Intergovernmental Agreement and Bylaws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WESTERN COLORADO REGIONAL DISPATCH CENTER:

Section 1. The Board of Directors recommends to each of its Members the adoption of the attached Intergovernmental Agreement and exhibits thereto, including the Bylaws of WestCO. Upon execution of all Members, the following shall be the controlling Intergovernmental Agreement and Bylaws of WestCO.

INTRODUCED, READ, and ADOPTED this 26th day of March, 2018

WESTERN COLORADO REGIONAL DISPATCH CENTER

By: 
Tom Chinn, Chairperson

ATTEST
By: 
Tad Rowan, Secretary

**AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT CONCERNING
THE ESTABLISHMENT OF THE WESTERN COLORADO REGIONAL DISPATCH
CENTER PROVIDING EMERGENCY DISPATCH SERVICES THROUGHOUT
WESTERN COLORADO.**

THIS AMENDED & RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2018, by and between the City of Montrose, the Montrose Fire Protection District, the Telluride Fire Protection District, the Town of Telluride, the Town of Mountain Village, and the Town of Olathe.

RECITALS

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, jurisdictional entities throughout Ouray, San Miguel, and Montrose Counties, including multi-jurisdictional representation from law enforcement, fire protection, emergency medical services, and bodies politic, believe that an advisory board with operational capacity will provide the most cost efficient and effective emergency dispatch services throughout Western Colorado; and

WHEREAS, the member jurisdictions and residents of Ouray, San Miguel, and Montrose Counties would benefit in terms of life safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services for the counties, municipalities, fire protection districts, and emergency medical service providers throughout Western Colorado; and

WHEREAS, the undersigned governmental jurisdictions wish to establish and maintain a consolidated PSAP known as the “Western Colorado Regional Dispatch Center;” and

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

WHEREAS, by the parties to this Agreement entered into an Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center on September 21, 2015 and accompanying Bylaws; and

WHEREAS, The Board of Directors of the Western Colorado Regional Dispatch Center wish to amend and restate the aforementioned Intergovernmental Agreement and Bylaws;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

I. GENERAL PROVISIONS

The parties to this Agreement agree to support the Western Colorado Regional Dispatch Center (“WestCO” and “Dispatch Center”) and shall comprise the Governing Body represented by the Board of Directors. The Western Colorado Regional Dispatch Center shall provide emergency dispatch services throughout the service area its Members occupy. The operation of the Western Colorado Regional Dispatch Center shall be set forth in this Agreement.

II. THE WESTERN COLORADO REGIONAL DISPATCH CENTER BOARD

- A. Membership.** Membership of the Western Colorado Regional Dispatch Center shall include those Agencies which were a party to the 2015 Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center. Any future Agency that wishes to join the Western Colorado Regional Dispatch Center as a Member must meet a threshold burden in order to qualify for Membership, which is one percent (1%) of the Western Colorado Dispatch Center’s total services based on that Agencies Computer-Aided Dispatch “CAD” Radio Logs for the prior calendar year. Any individual Agency, or any combination of Agencies who together, meets the aforementioned threshold burden may apply to the Board of Directors for Membership. The Board of Directors must vote to approve a new Member by a two-thirds majority vote of all current Members.
- B. Board Members.** A Board of Directors shall act as the Governing Body of the Western Colorado Regional Dispatch Center and shall consist the six (6) members listed below, who each represent a Governmental Entity or Political Subdivision. Each Member shall be selected by his or her respective Governing Board, Council, Commission, or Entity and shall be appointed by formal action or resolution.

MEMBERS:

- 1) The City of Montrose, Colorado;
 - 2) The Montrose Fire Protection District;
 - 3) The Town of Telluride, Colorado;
 - 4) The Town of Mountain Village, Colorado;
 - 5) Telluride Fire Protection District;
 - 6) The Town of Olathe, Colorado.
- C. Administrative Representative.** Under Section V, Subsection (G), the City of Montrose commits to providing support staff and administrative services for the Dispatch Center. So long as the City continues to provide such support services, the City of Montrose may appoint an administrative representative with voting capacity to serve on the Board of Directors. However, the Board of Directors may, at their discretion and by resolution, remove the City of Montrose’s administrative representative. Only voting members, listed under Section II, Subsection (A), shall participate in that resolution.

III. RULES AND REGULATIONS

The Board of Directors of the Western Colorado Regional Dispatch Center may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with this Agreement.

IV. POWERS OF THE GOVERNING BODY

- A. **Dispatch Services.** The purpose of the Western Colorado Regional Dispatch Center, located at 434 South 1st Street, Montrose, Colorado 81401, is to provide emergency dispatch services throughout the jurisdictions and service areas occupied by its Members. The Board of Directors shall have all authority over personnel at the Western Colorado Regional Dispatch Center and performing services related to this Agreement. The Board of Directors may, from time to time, delegate authority to an employee or employees to manage operations and services provided at the Dispatch Center.
- B. **Reports.** Members of the Western Colorado Regional Dispatch Center shall receive monthly management reports, which shall consist of financial, personnel, and operational information. The Board of Directors shall also receive monthly dispatch reports, which shall provide the following information, CAD incidents, CAD radio log, and radio push to talk. Members are entitled to receive any additional reports or information concerning the financials, management, and operations of the Western Colorado Regional Dispatch Center upon request, allowing a reasonable time for response depending on the scope of the report. Members shall not be charged for any requested report or information.
- C. **Ownership of Records and Data.** All records of the Western Colorado Regional Dispatch Center 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 Members. Copies of any such records may be made at any Member’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 Member shall have access to all data and audio recordings maintained by the Dispatch Center for use in internal analysis and criminal investigations. It is the responsibility of each Member 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 Western Colorado Regional Dispatch Center shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.
- D. **Separate Legal Entity.** Part 2, Section 203 of Article 1, Title 29, C.R.S, allows any combination of counties, municipalities, special districts, and other political subdivisions of the State of Colorado to enter into a contract to establish a separate legal entity. The

parties to this agreement hereby establish and support a separate legal entity that is the Western Colorado Regional Dispatch Center.

V. ADMINISTRATION

- A. **Operational Bylaws.** All members to this Agreement hereby approve the Bylaws of the Western Colorado Regional Dispatch Center, attached and incorporated as *Exhibit A*.
- B. **Administrative Core Team.** It is the overriding and critical desire of all Members to ensure that the working relationship of all Parties to this agreement remain strong and united. To accomplish that objective, the Parties shall form an Administrative Core Team, which shall comprise the Officers of the Board of Directors and the Executive Director. Administrative Core Team Meetings may be called by any member, upon seventy-two hours advance notice. All decisions made by the Administrative Core Team must be ratified by the Board of Directors. The Administrative Core Team may consider the following:
- i. **Operating Procedures.** The Administrative Core Team may develop and establish Standard Operating Procedures and Dispatch Performance Standards for the Dispatch Center.
 - ii. **Purchasing Procedures.** The Administrative Core Team may establish purchasing procedures for equipment and services necessary to provide emergency dispatch services.
 - iii. **Personnel Matters.** The Administrative Core Team may establish employee regulations and make staff recommendations for the Dispatch Center.
 - iv. **Budget.** The Administrative Core Team may draft a preliminary budget for the upcoming fiscal year to present to the Board of Directors.
 - v. **Dispute Resolution.** The Administrative Core Team will conduct preliminary discussion of all disputes, between Members, or otherwise, and may discuss with legal counsel.
 - vi. **Matters of Concern.** The Administrative Core Team may consider other matters of concern related to the operation and management of the Western Colorado Regional Dispatch Center, this Agreement, or any future agreements.
- C. **Capital Equipment Purchases.** It is necessary to purchase hardware, software, and all other equipment necessary to serve the needs of the Dispatch Center and provide dispatch services. The Parties to this Agreement shall collectively own all property acquisitions of the Western Colorado Regional Dispatch Center following the execution of this Agreement. All purchases must be made in compliance with budget and purchasing procedures approved by the Board of Directors.

- D. Budget.** The costs allocated to each member shall be set forth in the Annual Budget, which shall be approved by the Board of Directors. The formulation of an Annual Budget for Dispatch Services shall be by mutual agreement of the Board of Directors and shall include an estimate of the operational costs for each Member.
- i. Preliminary Budget.** An initial preliminary planning budget and cost estimates for Dispatch Services for the next fiscal year shall be presented to the Board of Directors by the Administrative Core Group on or before July 31 of each year.
 - ii. Recommended Budget.** No later than August 31, each Member shall provide the Recommended Budget to their Governing Board, Council, or Entity for comment.
 - iii. Final Budget.** The Final Budget for Dispatch Services for the next fiscal year shall be approved by the Board of Directors no later than September 30 of each year.
 - iv. Default Budget.** In the event the Board of Directors fails to pass a resolution approving a Final Budget, the Default Budget for the upcoming fiscal year shall be capped at a three percent annual inflation increase of the current budget.
- E. Employees.** The Board of Directors shall have the authority to hire individuals to perform operational and administrative duties for the Western Colorado Regional Dispatch Center, including but not limited to a Dispatch Center Director, Financial Officers, Managers, and Dispatchers. Employees of the Western Colorado Regional Dispatch Center shall receive compensation for their services, which shall be paid out of the yearly budget.
- F. Administrative Services.** The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in this Agreement nor the Bylaws shall compel the Board of Directors to exclusively utilize nor shall the Board provide the City of Montrose compensation for these administrative services. An appendix of services provided shall be attached and incorporated as *Exhibit B*.

VI. BOOKS AND RECORDS

- A. Records and Accounts.** The Board of Directors shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits or exemptions, and such records shall be open to inspection at any reasonable time by members, their attorneys, or agents.
- B. 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.

VII. DEFAULT

- A. **Intent to Terminate.** In the event that any Member fails to pay its share of the operating expenses due or to perform any of its covenants and undertakings under this Agreement, the Governing Authority shall consider that Member in default and shall provide written notice of intent to terminate the defaulting Member's from membership in the Board of Directors of the Western Colorado Regional Dispatch Center. Notice of default shall be provided to the defaulting Member's Governing Board, Council, or Entity, providing such Member thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting member shall no longer have voting rights as a Member, shall not be entitled representation as a Member on the Board of Directors, and shall not receive services from the Dispatch Center.
- B. **Forfeiture.** Any Member which is terminated under the provisions of this Section shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Governing Body to which the Member may otherwise be entitled upon the dissolution of this Agreement. This Section is not intended to limit the right of any Member to this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

VIII. TERMINATION OF AGREEMENT

- A. **Term.** This Agreement shall be in full force and effect upon execution of this Agreement by all of the Members to this Agreement, and shall continue in full force and effect, subject to amendments and addendums, or until sooner terminated by a majority vote of the Members.
- B. **Termination.** Any Member's participation in this Agreement may be terminated by written notice from the Member or Members to the Board of Directors at least sixty days prior to January 1 of any given year. Upon termination, the terminating Member shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds, acquired or held by the Board of Directors.
- C. **Dissolution.** Upon termination of the Western Colorado Regional Dispatch Center by mutual agreement of a majority of the Members to this Agreement, the powers granted to the Board of Directors under this agreement shall continue to the extent necessary to make an effective disposition of the property, equipment, and monies required to be held pursuant to this Agreement.
- D. **Appropriation.** Pursuant to Article X, Section 20 of the Colorado Constitution, 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. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

IX. MISCELLANEOUS

- A. **Notices.** Any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, or sent by certified mail, postage prepaid to the Members at the addresses as set forth on each attached signature page.
- B. **Insurance.** The Board of the Directors of the Western Colorado Regional Dispatch Center agree to procure and maintain the following insurance coverages:
- i. Workers Compensation Insurance that compliant with the Colorado Workers Compensation Act found under C.R.S. Section 8-40-101, *et seq.*
 - ii. General Liability Insurance, including without limitations, insurance covering employment related claims, and;
 - iii. Property Insurance to cover all Dispatch Center property, including equipment and facilities utilized by the Dispatch Center.
- C. **Amendments.** This Agreement may be amended by the Board of Directors from time to time. Any such amendment must be in writing and executed by the majority of the Members to this Agreement.
- D. **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 in Montrose County, Colorado.
- E. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect.
- F. **Integration.** This Agreement constitutes the entire agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any party with respect to the subject matter of this Agreement.
- G. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.
- H. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and each of their respective successors, assigns, or heirs.
- I. **Governmental Immunity.** Nothing in this Agreement shall be construed or deemed as a waiver of any and all rights and immunities of any Party, any Director, Officer, or Employee under the Colorado Governmental Immunity Act, codified under C.R.S. Section 24-10-101, *et seq.* Further, nothing in this Agreement shall be construed as an indemnification between and among the contracting Parties.

J. Duplicate Originals. This agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EXECUTED by the parties on the _____ day of _____, 2018.

[SIGNATURES INTENTIONALLY OMITTED]

EXHIBIT A.
AMENDED & RESTATED BYLAWS
OF
THE WESTERN COLORADO REGIONAL DISPATCH CENTER

RECITALS

WHEREAS, THE WESTERN COLORADO REGIONAL DISPATCH CENTER was created by execution of a September 21st, 2015 Intergovernmental Agreement, concerning the establishment and operation of a regional dispatch center and creating Board of Directors, by and between the following parties: the City of Montrose, the Montrose Fire Protection District, the Town of Telluride, the Telluride Fire Protection District, the Town of Mountain Village, and the Town of Olathe. The Board of Directors approved an amended and restated Intergovernmental Agreement on _____, 2018.

ARTICLE I. NAME & PURPOSE

The name of the authority shall be THE WESTERN COLORADO REGIONAL DISPATCH CENTER. The Western Colorado Regional Dispatch Center Board of Directors shall oversee and manage the Western Colorado Regional Dispatch Center.

ARTICLE II. PRINCIPAL OFFICE

The principal office of Western Colorado Regional Dispatch Center shall be located at 434 South 1st Street, Montrose, Colorado 81401. At any time and by majority vote, the Board of Directors may change the principal office of the Western Colorado Regional Dispatch Center. Upon approval of the Board of Directors, other office locations may be established to facilitate communication and ease of access for Board Members.

ARTICLE III. MEMBERS

The Western Colorado Regional Dispatch Center Board of Directors. The Board of Directors shall comprise the six Members that were party to the 2015 Intergovernmental Agreement Concerning the Establishment of the Western Colorado Regional Dispatch Center. Other Entities may petition the Board of Directors to join as a Member. Admission of additional Members must receive two-thirds majority approval of all current Members of the Board of Directors.

The Members of the Western Colorado Regional Dispatch Center Board of Directors include the following Entities:

- The City of Montrose
- The Montrose Fire Protection District
- The Town of Mountain Village
- The Town of Telluride
- The Telluride Fire Protection District
- The Town of Olathe

ARTICLE IV. BOARD OF DIRECTORS

Section 1. General Powers and Number. The Board of Directors shall have voting capacity to manage the business and affairs of the Western Colorado Regional Dispatch Center. Each Member shall have at minimum one appointed Board Member.

Section 2. Appointment. Each Member participating in the Western Colorado Regional Dispatch Center shall appoint, by official action or resolution, one voting Representative to the Board of Directors.

- i. Administrative Representative.** In addition to a voting Member, the City of Montrose may also appoint an administrative voting representative, who shall represent the interests of the City Departments providing administrative support for the Western Colorado Regional Dispatch Center.
- ii. Removal of Administrative Representative.** The Board of Directors may, at their discretion and by resolution, remove the City of Montrose's administrative representative. Only voting members shall participate in that resolution.

Section 3. Tenure and Qualifications. Each Board Member shall hold office until one of the following events occurs: An appointing Governmental Entity, Board, Council, or Official revokes the appointment of the Board Member and a successor is chosen. The Board Member is unable to perform his or her duties due to sustained illness or death. The Board Member is no longer associated or employed by the appointing Governmental Entity, due to termination, resignation, or removal. With the exception of the preceding events, Board Members shall serve unlimited terms. The Board of Directors may not impose term limits without amending these Bylaws.

Section 4. Compensation. The Western Colorado Regional Dispatch Center shall not compensate any Board Member for his or her service on the Board of Directors, through operational funds or otherwise.

ARTICLE V. MEETINGS

Section 1. Annual Meetings. The Board of Directors shall hold an Annual Meeting. The Annual Meeting shall occur each January, and the Board shall designate a time and location for the Annual Meeting. In the event the Board of Directors fails to designate a time and a place, the Annual Meeting shall occur at 1:30 P.M. on the Fourth Monday of January, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may reschedule an Annual Meeting by majority vote and with adequate notice of no less than seventy-two hours prior. However, Annual Meetings must occur on a yearly basis, and may not be cancelled. The Officers of the Board of Directors shall be elected by a majority vote of Board Members present at the Annual Meeting.

Section 2. Regular Meetings. During the Annual Meeting, the Board of Directors shall establish a calendar scheduling Regular Meetings throughout the year, which must occur at minimum upon a quarterly basis. The Board of Directors shall decide the time and location of Regular Meetings by majority vote. In the event the Board of Directors fails to designate a time and a place, the Regular Meeting shall occur at 1:30 P.M. on the fourth Monday of the Month, at least every three

Months, and shall be held at the Principal Office, designated under Article II of these Bylaws. The Board of Directors may cancel or reschedule a Regular Meeting by majority vote and with adequate notice of no less than seventy-two hours prior.

Section 3. Special Meetings. The Board of Directors may hold a Special Meeting by request of the Chairperson or by the request of any three Board Members. The Chairperson or the Board Members requesting the Special meeting may request the time and location for the Special Meeting. All Special Meeting requests, including the requested time and location, must be ratified by a majority vote of the Board of Directors.

Section 6. Notice of Meetings.

A. Regular Meetings. In accordance with Article V, Section 2, the Board of Directors shall adopt a resolution fixing the time and place where Regular Meetings shall occur. The adopted resolution shall constitute formal notice of Regular Meetings. The Executive Director shall notify all Board Members by email and exert a good faith effort to notify all members at least seven days prior to a Regular Meeting.

B. Special Meetings. Special Meetings shall be limited to the scope and purpose set forth in the notice or request. Unless exigent circumstances require, the Executive Director shall provide Board Members with at minimum three days prior notice for any Special Meeting. Such notice may be provided in writing, and may be provided personally, through first class mail, email, or by facsimile. Notice of all Special Meetings must contain the following information:

- i.** The date, time, and place where the Special Meeting shall take place; and
- ii.** The purpose for which the Special Meeting was requested.

C. Notice. The Secretary shall maintain a list of current contact information, including an email distribution list, for all Board Members. If a Board Member has not specified a preferred method of notice, email shall be the default form of notice. Notice in the case of personal delivery, facsimile, or email shall be provided at minimum seventy-two hours prior to any meeting. Notice in the case of first class mail, shall be delivered at least four calendar days prior to the meeting, and shall be deemed delivered when deposited with United States Mail, postage prepaid. Notwithstanding the above, notice for any meetings at which the Bylaws or an Intergovernmental Agreement is to be amended shall be provided and confirmed received at least ten calendar days prior to the meeting, no matter what method of notification is utilized. The Secretary may delegate duties to the Executive Director as prudent and necessary.

Section 7. Notice of Waiver. Where notice is required prior to any meeting under Article V, any Board Member may waive the right to notice through either written waiver, or through attendance and participation in the meeting. Notice is not waived where a Board Member attends a meeting for the sole purpose of objecting to the transaction of business at that meeting due to insufficient notice. Business to be transacted at any Special Meeting shall be specified in the notice or waiver of notice of that meeting.

Section 8. Electronic Meetings. Where it is not possible or practical for Board Members to be physically present at any scheduled meeting, any Board Member may attend Regular and Special Meetings through an electronic method of communicating by which all participating Board Members may simultaneously hear each other during the meeting.

Section 9. Public Meetings. All business of the Board shall be conducted only during Annual, Regular, or Special Meetings and shall be open to the public. Any such meeting shall be held within any County where dispatch services are provided by the Western Colorado Regional Dispatch Center. The Board may meet in executive session in accordance with C.R.S. § 24-6-402(4), and only upon the vote of a majority of the Members present. No vote or other formal action shall be taken in any executive session.

ARTICLE VI. CONDUCT OF BUSINESS

Section 1. Quorum and Voting. A majority of current Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Board Members may vote either in person, by United States Mail, facsimile, email, or verbally where Article V, Section 7 permits.

Section 2. Order of Business. All meetings of the Board of Directors shall be governed by commonly accepted parliamentary procedures. The following order of business shall be used as a guide insofar as applicable and desirable:

- i. Determination of Quorum;
- ii. Proof of Due Notice and Meeting;
- iii. Reading and Disposition of Minutes;
- iv. Report of Officers and Committees;
- v. Report of Personnel;
- vi. Unfinished Business;
- vii. New Business;
- viii. Election of Officers (when applicable); and
- ix. Adjournment.

Section 3. Manner of Acting. The Board of Directors shall act only in form of resolution and motions. Board Members may vote in person, or by written or electronic proxy. All proxy votes must be delivered and received by the Secretary prior to the commencement of that meeting. Proxy votes are only valid for one meeting and must be noted in the written proxy. Unless the Intergovernmental Agreement or these Bylaws requires a majority vote of all Board Members, a majority vote among a quorum of Board Members present at any meeting shall constitute an official act of the Board of Directors.

Section 4. Conduct of Meetings. The Chairperson, or Vice Chairperson if absent, shall call Board Meetings to order and shall act as the Presiding Officer. In the event the Chairperson and Vice Chairperson are both absent, the Secretary shall act as the presiding officer of any Board Meeting.

Section 5. Vacancy of a Board Member. If a vacancy of a Board Member occurs, the unrepresented or underrepresented Governmental Entity shall appoint a new member.

Section 6. Presumption of Assent. A Board Member's presence and attendance at any meeting, Special, Annual, Regular, or otherwise, where any official action is taken, shall be considered assent to that official action. Any Board Member who desires to dissent from any action must enter such dissent into the minutes of that meeting, or must submit an official dissent, in writing, to the Secretary during that meeting or immediately after that meeting adjourns. Board Members who vote in favor of an official action shall not have the right to submit a dissent.

Section 7. Committees. The Board of Directors may establish committees by resolution and majority vote. The establishing resolution must clearly state the duties and responsibilities of the Committee. The powers of any committee must not exceed the powers of the Board of Directors.

Section 8. Unanimous Consent without Meeting. The Board of Directors may take action without a meeting if the Board Members provide unanimous written consent setting forth the action to be taken. The Board Members must all sign the written consent and may do so in counterparts, by facsimile, or by scanned copy.

Section 9. Conflict of Interest. Board Members shall not conduct private business in any manner which places them at a special advantage because of their association with the Western Colorado Regional Dispatch Center. Board Members with a possible conflict of interest must disclose that interest to the Board of Directors. In the case of a clear conflict of interest, the conflicted Board Member shall not be allowed to vote or provide advisement. The decision of a majority of the Board Members present at the meeting shall control as to whether or not there is a clear conflict of interest.

ARTICLE VII. BUSINESS ADMINISTRATION

Section 1. Budget. The annual budget cycle and fiscal year shall conform to the City of Montrose. The fiscal year shall begin one minute past midnight on January 1 and shall end at Midnight on December 31. The budget shall be provided to each Board Member and their appointing Government Entity no later than September 30 of each calendar year. The Board of Directors must approve the annual budget by majority vote of all Board Members. The Board of Directors may approve any amendments to an existing budget by majority vote at any meeting where notification was provided to all Board Members that a budget issue would be discussed.

Section 2. Audit. An audit of the Western Colorado Regional Dispatch Center finances for the previous year shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado. The annual audit shall be submitted to each Board Member and their appointing Board, Council, or Entity no later than September 30 of each calendar year.

Section 3. Administrative Support. The City of Montrose shall provide support staff and administrative services for the Dispatch Center; however, nothing in these Bylaws shall compel

the Board of Directors to exclusively utilize the City's services, nor require the Board to provide the City of Montrose Compensation for such services.

ARTICLE VIII. OFFICERS

Section 1. Officers of the Board of Directors. The Board of Directors shall elect three Officers: a Chairperson, a Vice Chairperson, and a Secretary. Each Officer shall serve a one year term. The Board of Directors shall hold an election for Officers at each Annual Meeting. The Board of Directors may hold a special election to fill a vacancy in any office at a Regular or Special Meeting, where notice is provided.

Section 2. Removal. Where it serves the best interests of the Western Colorado Regional Dispatch Center, the Board of Directors may remove any officer by resolution and majority vote of current Board Members.

Section 3. Vacancy of Office. A vacancy in office due to death, resignation, removal, or otherwise shall be resolved by a majority vote of the Board of Directors during a Regular or Special Meeting, where the purpose of such meeting has been provided through sufficient notice.

Section 4. Chairperson of the Board of Directors. The Chairperson shall preside over all meetings. Subject to these Bylaws, the Chairperson has the authority to sign, execute and acknowledge all deeds, mortgages, bonds, contracts, leases, reports and other documents or instruments necessary or proper to be executed in the course of regular business of the Western Colorado Regional Dispatch Center, or which shall be authorized by resolution of the Board of Directors. The Chairperson may authorize the Vice Chairperson to act as his or her agent with the authority of the Chairperson under these Bylaws.

Where exigent circumstances require, the Chairperson may act without the Board of Directors approval by resolution. However, the Chairperson may never incur debt without approval from the Board of Directors. All actions taken by the Chairperson without first obtaining the Board of Directors approval or resolution, must then be ratified by the Board of Directors during the next meeting proceeding such action. If not stated in this section, the Chairperson shall have all authority as provided elsewhere in these Bylaws.

Section 5. Vice Chairperson of the Board of Directors. In the absence of the Chairperson, or in the event of the Chairperson's death, sustained illness, or inability to act, the Vice Chairperson shall perform the duties of the Chairperson. When so acting, the Vice Chairperson shall have all the powers of and is subject to all the restrictions upon the Chairperson. The Vice Chairperson shall perform such other duties and have such authority as may be assigned by the Chairperson of the Board of Directors.

Section 6. Secretary of the Board of Directors. The Secretary shall act as the custodian of records for the Western Colorado Regional Dispatch Center. The Secretary shall keep minutes at all meetings of the Board of Directors. The Secretary shall assure that all notices are provided in accordance with these Bylaws and as required by Colorado law. The Secretary shall keep, arrange, and record contact information, including email addresses, for all Board Members. The Secretary shall have general oversight of the books and financial records of the Western Colorado Regional Dispatch Center, and shall provide updates and reports to the Board of Directors on all financial

matters. In general, the Secretary shall perform all duties incident to the office of the Secretary, and may delegate those duties to the Executive Director as prudent and necessary.

Section 7. Assistants to Officers. The Board of Directors shall have the power to appoint an assistant to aid in performance of duties of any Officer in the event it is impracticable for such officer to act personally. The appointed Assistant shall have the power to perform the duties of the office only as delegated by the Board of Directors. Assistants need not be members of the Board of Directors.

ARTICLE IX. INTERGOVERNMENTAL AGREEMENT

Intergovernmental Agreements Control. In the event a conflict arises between any provisions of these Bylaws and any provisions of the Intergovernmental Agreement, the later shall control.

ARTICLE X. AMENDMENTS

Amendment or Repeal & Adoption of Bylaws. The Board of Directors may amend and alter these Bylaws, or may repeal and adopt new Bylaws, by affirmative vote of the majority of Board Members present at any Annual, Regular, or Special Meeting, so long as the Secretary provided notice to all Board Members that the meeting would involve the amendment, adoption, or repeal of the Bylaws.

EXHIBIT B

Appendix of Administrative Services. Pursuant to Section 5, Subsection (F) of the Amended and Restated Intergovernmental Agreement, executed on _____, 2018, at the request of the Western Colorado Regional Dispatch Center Board of Directors, the City of Montrose shall provide the following administrative services free of charge.

- a. Legal Services.** The City of Montrose Office of the City Attorney shall represent the Western Colorado Regional Dispatch Center in all matters of legal concern and provide legal counsel when requested.
- b. Financial Services.** The City of Montrose Financial Department shall assist the Western Colorado Regional Dispatch Center Board of Directors with any financial requirements related to the operation of the Dispatch Center. The City of Montrose Finance Director shall assist the Board of Directors and the Administrative Core Team with formulating the annual budget, as well as providing any other financial services as reasonably requested by the Board of Directors.
- c. Human Resources.** The City of Montrose Human Resources Department shall provide all employment related services necessary to operate the Western Colorado Regional Dispatch Center, including, but not limited to, hiring, termination, consultation, and personnel issues.
- d. Information Technology Services.** The City of Montrose Information Services Department shall provide general information technology services, including routine maintenance of equipment. However, any equipment that requires specific training, expertise, or certification shall be handled by outside services or the equipment manufacturer.
- e. Facilities & Maintenance Services.** The City of Montrose Facilities Manager shall provide services related to the ongoing maintenance and upkeep of the Western Colorado Regional Dispatch Center Facilities. However, alteration or construction of the Facility which requires specific training, expertise, or certification shall be handled by outside services supervised by the City of Montrose Facilities Manager.