

INTERGOVERNMENTAL AGREEMENT CONCERNING
THE IMPLEMENTATION OF 911 EMERGENCY
TELEPHONE SERVICE

THIS AGREEMENT is made and entered into this
2nd day of October, 1987, 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. BOARD OF COUNTY COMMISSIONERS OF THE COUNTY
OF SAGUACHE, a body politic and corporate, hereinafter
referred to as "SAGUACHE COUNTY."

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

e. TOWN OF CRESTED BUTTE, a municipal corpora-
tion, hereinafter referred to as "CRESTED BUTTE."

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

g. TOWN OF PITKIN, a municipal corporation,
hereinafter referred to as "PITKIN."

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

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

W I T N E S S E T H:

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

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

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

WHEREAS, the parties desire to enter into this intergovernmental agreement for the following purposes:
(1) to establish a separate legal entity to be known as the "Emergency Telephone Service Authority" (hereinafter referred to as the "Authority") which shall be responsible for administering the operation of the emergency telephone service program serving the exchanges of 641, 349, and 943; 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 "emergency telephone charge," "emergency telephone service," "exchange access facilities," "governing body," "public agency," "service supplier," "service user," and "tariff rates" as used in this intergovernmental agreement shall be the same as the definitions provided for those terms in 29-11-101, C.R.S., as amended.

II. GENERAL PROVISIONS

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

which shall be responsible for administering the operation of the emergency telephone service program as described below.

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

III. EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

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

1. One member shall be selected by GUNNISON COUNTY.
2. One member shall be selected by GUNNISON.
3. One member shall be selected by CRESTED BUTTE.
4. One member shall be selected by MT. CRESTED BUTTE.
5. The fifth member shall alternately be selected by GCFPD and CBFPD.

All appointments of the governing board of the authority shall be for a period of two years.

IV. RULES AND REGULATIONS

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

V. POWERS OF THE AUTHORITY

The parties hereto agree that the Authority shall be empowered with the authority to contract for the

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installation and operation of an emergency telephone service and may pay such costs by collecting an emergency telephone charge for such service in the service area which is within the jurisdiction and authorized by this intergovernmental agreement and by ordinance or resolution of the respective parties hereto. The Emergency Telephone Service Authority is hereby authorized to collect an emergency telephone charge as imposed by the governing bodies of the respective parties in an amount not to exceed the lesser of two per cent of the tariff rate in those portions of the service area for which emergency telephone service is to be provided, or fifty cents per month. The funds so collected shall be spent solely to pay for the installation costs and for the monthly recurring charges billed by the service supplier for the emergency telephone service. The funds so collected shall be credited to a cash fund separate and apart from the general fund of any of the public agency parties or the Authority under this intergovernmental agreement. Any funds remaining in the account at year end shall be carried over to the next succeeding year for the same purposes in supplying emergency telephone service. If the emergency telephone service is ever discontinued, any balance in the account may be transferred to the general fund of the public agencies on a proportionate basis as to the service provided.

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

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

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

VII. BUDGET AND OPERATING COSTS

Each year in which the Authority believes funds for operating costs are necessary, it shall prepare a budget and submit a budget request to the parties by July 15 of each year that this agreement is in effect. The parties shall consider funding the budget request in the parties' annual appropriation. No party may be obligated for the payment of any monies without its approval.

VIII. FUNDS AND OPERATIONS

The various monies paid into the Authority by the parties hereto for operating costs shall be used by the Authority solely for operating costs. Further, the various monies paid into the Authority pursuant to the uniform charge per exchange access facility shall be placed in a separate designated cash fund and shall be paid from said fund only for installation costs and for the monthly recurring charges billed by the service supplier for the emergency telephone service.

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

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

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

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

IX. BOOKS AND RECORDS

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

X. REPORTS

The Authority shall prepare and present such reports as may be required by law, regulation, or contract to any authorized federal official, state official, or the parties to whom such report is required to be made in the course and operation of the Emergency Telephone Service Authority.

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

XI. TERMINATION OF AGREEMENT

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

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

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

D. In the event that any party hereto elects to terminate its participation in this agreement prior to the end of any period of this agreement not in accordance with subsection B of this section, such party shall be considered

in default of this Agreement and accordingly shall forfeit
its entire interest in the emergency telephone service.

XII. AMENDMENT

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

XIII. SEVERABILITY CLAUSE

If any provision of this agreement or the applica-
tion hereof to any party or circumstances 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.

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.

ATTEST:

James M. Reitzinger
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By Dan Stensland

ATTEST:

Lara L. Brown
by Delta Sobant, Deputy
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF HINSDALE

By Robert Staley

ATTEST:

Mary A. Moore
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAGUACHE

By Scott Edwards

ATTEST:

Marian K. Hicks
Clerk

CITY OF GUNNISON

By John Tucker

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ATTEST:
[Signature]
Clerk

TOWN OF CRESTED BUTTE
By [Signature]

ATTEST:
[Signature]
Clerk

TOWN OF MT. CRESTED BUTTE
By [Signature]

ATTEST:
[Signature]
Clerk

TOWN OF PITKIN
By [Signature]

ATTEST:
[Signature]
Secretary

GUNNISON COUNTY FIRE
PROTECTION DISTRICT
By [Signature]

ATTEST:
[Signature]
Secretary

CRESTED BUTTE FIRE
PROTECTION DISTRICT
By [Signature]