

INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION
OF AN "E911" "EMERGENCY TELEPHONE SERVICE"

THIS AGREEMENT is made and entered into between the following parties: COUNTY OF BOULDER, a body politic and corporate; the CITY OF BOULDER, a municipal corporation; the CITY OF LAFAYETTE, a municipal corporation; CITY OF LONGMONT, a municipal corporation; CITY OF LOUISVILLE, a municipal corporation; TOWN OF ERIE, a municipal corporation; TOWN OF JAMESTOWN, a municipal corporation; TOWN OF LYONS, a municipal corporation; TOWN OF NEDERLAND, a municipal corporation; TOWN OF SUPERIOR, a municipal corporation; REGENTS OF THE UNIVERSITY OF COLORADO, a Body Corporate; ALLENSPARK FIRE PROTECTION DISTRICT; BERTHOUD FIRE PROTECTION DISTRICT; BIG ELK MEADOWS VOLUNTEER FIRE DEPARTMENT; BOULDER MOUNTAIN FIRE AUTHORITY; BOULDER RURAL FIRE PROTECTION DISTRICT; CHERRYVALE FIRE PROTECTION DISTRICT; COAL CREEK FIRE PROTECTION DISTRICT; ELDORADO SPRINGS/MARSHALL FIRE PROTECTION DISTRICT; FOUR MILE FIRE PROTECTION DISTRICT; GOLD HILL FIRE PROTECTION DISTRICT; HIGH COUNTRY FIRE PROTECTION DISTRICT; HYGIENE FIRE PROTECTION DISTRICT; INDIAN PEAKS FIRE PROTECTION DISTRICT; JAMESTOWN VOLUNTEER FIRE DEPARTMENT; LEFTHAND FIRE PROTECTION DISTRICT; LOUISVILLE FIRE PROTECTION DISTRICT; LYONS FIRE PROTECTION DISTRICT; MOUNTAIN VIEW FIRE PROTECTION DISTRICT; NEDERLAND FIRE PROTECTION DISTRICT; PINEBROOK HILLS FIRE PROTECTION DISTRICT; PINWOOD SPRINGS FIRE PROTECTION DISTRICT; SUGARLOAF FIRE PROTECTION DISTRICT; and SUNSHINE FIRE PROTECTION DISTRICT (collectively "Parties").

WITNESSETH:

WHEREAS, pursuant to Article 11 of Title 29, C.R.S., as amended, the above-listed Parties are delegated the power to enter into intergovernmental agreements for the purpose of providing Emergency Telephone Services; and

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

WHEREAS, in 1987 the Parties, their predecessors in interest, and/or certain other parties previously entered into an Intergovernmental Agreement Concerning the Implementation of an "E911" "Emergency Telephone Service" (the "Prior IGA") for the purposes of (i) establishing an Emergency Telephone Service Authority which shall be responsible for establishing and administering the Emergency Telephone Service program; and (ii) defining the manner in which each of the Parties will participate in the Authority; and

WHEREAS, changes in the parties to the Prior IGA, amendments to the authorizing Colorado statutes, increased competition and technological developments in the telecommunications industry, and technological advancements in the processing of 9-1-1 calls, make it necessary and appropriate to amend the Prior IGA; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement as a novation of the Prior IGA substituting the terms and parties herein for those as set forth in the Prior IGA and for the purposes for which they entered into the Prior IGA;

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

I. DEFINITIONS

A. Capitalized terms shall have the meanings ascribed to them in Section 29-11-101, C.R.S., as amended.

B. The County of Boulder, the City of Boulder, the City of Lafayette, the City of Longmont, the City of Louisville, the City of Erie, the Town of Jamestown, the Town of Lyons, the Town of Nederland, and the Town of Superior shall be deemed the "Legislative Parties."

C. The Parties which are not Legislative Parties shall be deemed Nonlegislative Parties.

II. GENERAL PROVISIONS

A. Pursuant to Section 29-11-102(1)(b), C.R.S., the Parties hereby establish the "Boulder Regional Emergency Telephone Service Authority" (the "Authority") which shall have the following purposes, duties, and authority:

1. To determine the Emergency Telephone Service, Emergency Notification Service, if any, the Service Suppliers, the equipment, and the equipment suppliers which best serve the needs of the public in the Parties' jurisdictions.

2. To contract for advice from such consultants as deemed necessary.

3. To contract for, acquire, and pay for such equipment, its installation and maintenance, and the monthly recurring charges billed by the Service Suppliers for Emergency Telephone Service and Emergency Notification Service, including any charges by such supplier for reconfiguring its system to accommodate the level of emergency service chosen by the Board.

4. To determine the uniform rate of Emergency Telephone Charge to be imposed on each Service User which is reasonably required to pay these costs, and to notify each service supplier of such rate annually.

5. To take such other actions and pay for such other services and equipment as permitted by §29-11-101, *et. seq.*, C.R.S., including such services and equipment as the Board of the Authority shall deem proper and appropriate to assure that (i) 9-1-1 calls made from locations within the jurisdictions of the Parties are efficiently routed to the proper PSAP, with information necessary to determine the location of the caller and reconnect the call if disconnected, and are properly processed and recorded regardless of the technology employed by the Service Supplier (ii) Service Suppliers operating within the jurisdictions of the Parties remit

the Emergency Telephone Charge, (iii) developing and future exchange telephone services or substitutes therefore provided in Boulder County provide E9-1-1 service, route 9-1-1 calls to the PSAP serving the geographic area in which the caller is located, provide the PSAP with ANI and ALI or equivalent information, and collect and remit the Emergency Telephone Surcharge for each line or its equivalent, and (iv) operation of the Authority in compliance with this Agreement, 29-11-101, *et seq.*, C.R.S., and applicable rules and regulations of the Colorado Public Utility Commission and the Federal Communications Commission.

B. This agreement shall be interpreted consistently with §29-11-101, *et. seq.*, C.R.S.

III. EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

The governing board of the Authority (the "Board") shall consist of the following five members:

- (1) The Boulder County Sheriff;
 - (2) The City of Boulder Police Chief;
 - (3) The designee of the Longmont City Council;
 - (4) The designee of the President of the Boulder County Firefighter's Association;
- and

(5) One member selected by the cities and towns, excluding the cities of Boulder and Longmont, which member shall serve a term of one year on the Board on a rotating basis with other cities and towns. The rotation will be in the following order: Town of Erie, Town of Jamestown, City of Lafayette, City of Louisville, Town of Lyons, Town of Nederland, and Town of Superior. Should a city or town choose not to take its turn in rotation, the next in order shall serve. The member may serve a consecutive term upon approval of the majority vote of eligible cities and towns.

IV. RULES AND REGULATIONS

The Board may pass such bylaws as are reasonably necessary for the conduct of its affairs in the exercise of its powers. Three members shall constitute a quorum of the Board, and the Board may not act except upon positive vote of three members.

V. BUDGET AND OPERATING COSTS

A. On or before July 1 of each year, the Board shall present to each of the Legislative Parties its proposed expenditures for the next fiscal year for Emergency Telephone Service and Emergency Notification Service equipment costs, installation costs, and directly related costs of the continued operation of the Emergency Telephone Service and Emergency Notification Service as permitted by Article 11 of Title 29, C.R.S., as amended, and the proposed charge per exchange access facility and the amount of revenue it is anticipated this charge will raise, together with actual and projected expenses and revenues for the current year, actual figures for the previous year, and actual and projected fund balances (altogether deemed "the budget"). This

budget shall be presented to the Nonlegislative Parties for their information. If any Legislative Party is dissatisfied with the budget, it may, no later than August 1 of such year, by resolution, direct the Board to hold a public meeting to consider specific modifications. Such meeting shall be held no later than August 20 of such year, and notice thereof should be published in a newspaper of general circulation in Boulder County no less than seven days in advance of such public meeting. After such meeting, the Board shall again approve a budget no later than September 1 of such year and shall forward it to the Parties for their information. The Authority shall notify the Service Supplier of the rate of Emergency Telephone Charge no later than October 1 of such year.

B. The fiscal year shall be the calendar year.

C. The Authority shall have no employees. The Authority may designate one or more employees of Parties an "Administrative Assistant" to provide administrative services to the Authority, with the consent of the employing Party. The Authority may reimburse the employing party for the Administrative Assistant's services from the Emergency Telephone Surcharge.

D. Any administrative costs of the Board and the Authority for any purpose not required by this Agreement or specified in Section II above shall be provided by or through the PSAPs operated under the authority of the Boulder County Sheriff, the Boulder Chief of Police and the City of Longmont, if approved by the Boulder County Sheriff, the City of Boulder Chief of Police or the City of Longmont, as the case may be, and funded by the Parties or some combination thereof as they may from time to time agree.

VI. CHARGES ON TELEPHONE SERVICE USERS

The Legislative Parties agree that they will each pass an ordinance (or a resolution in the case of Boulder County or special districts) imposing a charge pursuant to §§29-11-102, and 29-11-103 C.R.S., on each Service User within its jurisdiction in an amount that, together with any surplus funds carried forward, is sufficient to fund the expenditures of the Authority, or delegating to the Board the authority to set such rate as the Board may from time to time determine, not to exceed the lesser of (i) the maximum rate permitted pursuant to §29-11-102, and (ii) the maximum rate authorized by the Legislative Party. A Legislative Party which does not adopt an ordinance or resolution imposing a charge equal to or exceeding the charge specified in the Authority's budget pursuant to Article V hereof, shall be deemed to have provided written notice of its intent to terminate its participation in this Agreement pursuant to Article IX, Section C hereof.

VII. FUNDS AND OPERATIONS

A. The Board shall establish a policy for the expenditure, depositing, and investment of Authority funds pursuant to Article 11 of Title 29, C.R.S., as amended, and other applicable statutes and regulations. The policy shall provide that all moneys remaining in the Fund at the end of each fiscal year shall remain therein for payment during any succeeding year.

B. The Board shall designate a qualified Administrative Assistant, or retain the services of a qualified third party provider, as the Authority's Financial Officer. The Financial

Officer shall (i) maintain the books and accounts of the Authority, (ii) assist in the preparation of the Authority's budget pursuant to Article V hereof, (iii) advise the Board regarding the investment of Authority Funds, and (iv) provide such reports on the remittances, expenditures, fund balance, interest earned, and other related matters as the Authority or any Party reasonably may request from time to time. The Financial Officer shall be compensated from the Emergency Telephone Surcharge.

C. The Board shall each year retain the services of a Certified Public Accountant to conduct the annual audit of the Authority's financial statements pursuant to 29-1-601, *et. seq.*, C.R.S. The Certified Public Accountant shall be compensated from the Emergency Telephone Surcharge.

D. No disbursements shall be made from the funds of the Authority except by check and unless a verified claim for services of commodities actually rendered or delivered has been first submitted and approved for payment by the Board.

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

VIII. RECORDS AND REPORTS

The Authority shall maintain adequate and correct accounts of its properties and business transactions. The records and accounts of the Authority shall be Public Records as defined by C.R.S. §24-72-202, subject to the exceptions therein provided. The Authority shall also render to the Parties hereto, at reasonable intervals, such additional reports and accountings as the Parties hereto may from time to time request, provided, however, that nothing in this Agreement shall limit the right or ability of the Authority to take reasonable measures to prevent disclosure of confidential or competitively sensitive information as required by Colorado law or by agreement.

IX. TERM OF AGREEMENT

A. This Agreement shall be in full force and effect beginning upon the execution of this Agreement by all the Legislative Parties and the passage of the requisite ordinances or resolutions by all the Legislative Parties and shall remain in effect unless terminated by a majority of the Legislative Parties hereto.

B. Any Nonlegislative Party may terminate its participation in this Agreement by providing six calendar months advance written notice of intent to terminate to the Authority.

C. Any Legislative Party may terminate its participation in this Agreement only by providing written notice of intent to terminate to the Authority no later than June 1. Such termination shall be effective at the end of the fiscal year in which such notice is given.

D. Any Party terminating its participation in this Agreement shall not be entitled to any of the equipment purchased hereunder, nor to any of the monies in the fund. The Board shall notify the applicable service provider no later than October 1 of the year in which notice of

termination is given that the charge attributable to a withdrawing Legislative Party shall be terminated at the end of the current year.

E. This Agreement may be terminated by mutual agreement of a majority of the Legislative Parties hereto. Upon dissolution, the powers granted to the Authority under this Agreement shall continue to the extent necessary to enable the Authority to make an effective disposition of the property, equipment, and monies acquired or held pursuant to this Agreement. Any balance in the fund shall be transferred to the general funds of the Legislative Parties in proportion to the money collected for telephone service from each jurisdiction.

X. UNPAID CHARGES

Upon receipt of information from the service provider or the Authority, each of the Legislative Parties shall, within the scope of its available resources, undertake reasonable steps to collect any and all unpaid charges following its normal procedures for the collection of unpaid fees to it. All charges so collected shall be remitted by the collecting party to the Authority for deposit in the Fund.

XI. AMENDMENT

This Agreement may be amended by the Parties, provided that any amendment shall be in writing and executed by all Parties hereto, except that a Party may amend this agreement to modify their name or their address to which notices shall be sent, by giving notice to each other Party in accordance with Section XII hereto .

XII. NOTICES

Any notice given to or made upon any Party hereto in accordance with the provisions of the IGA, as amended hereby, shall be deemed to have been given or made when timely deposited in the mail, first class, postage prepaid, addressed to the Party as follows:

If to Boulder Regional Emergency
Telephone Service Authority:
1805 33rd St.
Boulder, CO 80301

with copies to:

Joseph P. Benkert
Joseph P. Benkert, P.C.
PO Box 620208
Littleton, CO 80162-0308

If to County of Boulder:

County of Boulder
Boulder County Commissioners
1325 Pearl St.
Boulder, CO 80302

with copies to: