AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Appointment to 911 Board; Scott Morrill

Action Requested: Motion

Parties to the Agreement:

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

Summary:

Please see the attached. Gunnison County Emergency Manager Scott Morrill has been serving on the Gunnison/Hinsdale Combined Emergency Telephone Service Authority board. Approval of this item will formalize that appointment for a two-year term.

Fiscal Impact: N/A

Submitted by: Katherine Haase for Scott Morrill **Submitter's Email Address:** smorrill@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ○ Required ◉ Not Required

Comments:

Reveiwed by: Discharge Date: Certificate of Insurance Required

Yes ○ No ○

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/31/2019

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted: 0

Agenda Date: 2/5/2019

Revised April 2015

REVISED INTERGOVERNMENTAL AGREEMENT CONCERNING THE IMPLEMENTATION OF 911 EMERGENCY TELEPHONE SERVICE

THIS REVISED AGREEMENT is made and entered into as of the 1st day of January, 1998, 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 corporation, 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."

j. LAKE CITY AREA FIRE PROTECTION DISTRICT, hereinafter referred to as "LCAFPD."

W I T N E S S E T H:

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, Part 2 of Article 1 of Title 29, C.R.S., 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, an Emergency Telephone Service Authority has been operating in portions of Gunnison, Hinsdale, and Saguache Counties pursuant to an Intergovernmental Agreement dated October 2, 1987; and

WHEREAS, the parties hereto wish to expand the service area provided with emergency telephone service and to

expand the powers of the Authority consistent with the state statutes authorizing the same; 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 "Gunnison/Hinsdale Combined 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, 943, 944, and that portion of the 862 exchange located in Gunnison County; 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. GENERAL PROVISIONS

The parties hereby establish a separate legal entity to be known as the "Gunnison/Hinsdale Combined 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 seven (7) members, to be selected in the following manner:

a. One member shall be selected by GUNNISON COUNTY.

b. One member shall be selected by HINSDALE COUNTY.

c. One member shall be selected by GUNNISON.

d. One member shall be selected by CRESTED BUTTE.

e. One member shall be selected by MT. CRESTED BUTTE.

f. One member shall be selected by GCFPD.

g. One member shall be selected by 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., 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 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.

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. 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.

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 its 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 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.

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 COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By _____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF HINSDALE

By _____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF MONTROSE

By _____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAGUACHE

By _____

ATTEST:

_____
Clerk

CITY OF GUNNISON

By _____

ATTEST:

_____
Clerk

TOWN OF CRESTED BUTTE

By _____

ATTEST:

_____
Clerk

XIV. EXECUTION IN COUNTERPARTS

This agreement may be executed by the parties in counterparts which, when taken together, shall constitute the full and complete agreement of the parties.

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 COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF HINSDALE

By Flynn Mangum
FLYNN MANGUM, CHAIR

ATTEST:
Linda Pavich Rogle
Clerk by Joan Roberts, Deputy

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAGUACHE

By_____

ATTEST:

_____
Clerk

CITY OF GUNNISON

By_____

ATTEST:

_____
Clerk

TOWN OF CRESTED BUTTE

By_____

ATTEST:

_____
Clerk

XIV. EXECUTION IN COUNTERPARTS

This agreement may be executed by the parties in counterparts which, when taken together, shall constitute the full and complete agreement of the parties.

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 COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF HINSDALE

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAGUACHE

By_____

ATTEST:

Marlene P. Trivil
Clerk to Board

CITY OF GUNNISON

By_____

ATTEST:

_____
Clerk

TOWN OF CRESTED BUTTE

By_____

ATTEST:

_____
Clerk

XIV. EXECUTION IN COUNTERPARTS

This agreement may be executed by the parties in counterparts which, when taken together, shall constitute the full and complete agreement of the parties.

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 COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF HINSDALE

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAGUACHE

By_____

ATTEST:

_____
Clerk

CITY OF GUNNISON

By_____

ATTEST:

Margaret Gibson
Clerk

TOWN OF CRESTED BUTTE

By_____

ATTEST:

_____
Clerk

XIV. EXECUTION IN COUNTERPARTS

This agreement may be executed by the parties in counterparts which, when taken together, shall constitute the full and complete agreement of the parties.

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 COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF HINSDALE

By_____

ATTEST:

_____
Clerk

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SAGUACHE

By_____

ATTEST:

_____
Clerk

CITY OF GUNNISON

By_____

ATTEST:

_____
Clerk

TOWN OF CRESTED BUTTE

By_____

ATTEST:

_____
Clerk

TOWN OF MT. CRESTED BUTTE

By _____

ATTEST:

_____
Clerk

TOWN OF PITKIN

By _____

ATTEST:

_____
Clerk

GUNNISON COUNTY FIRE PROTECTION DISTRICT

By _____

ATTEST:

_____
Secretary

CRESTED BUTTE FIRE PROTECTION DISTRICT

By _____

ATTEST:

_____
Secretary

LAKE CITY AREA FIRE PROTECTION DISTRICT

By _____

ATTEST:

_____
Secretary

TOWN OF MT. CRESTED BUTTE

By_____

ATTEST:

_____
Clerk

TOWN OF PITKIN

By_____

ATTEST:

Becky George
Clerk

GUNNISON COUNTY FIRE PROTECTION DISTRICT

By_____

ATTEST:

_____
Secretary

CRESTED BUTTE FIRE PROTECTION DISTRICT

By_____

ATTEST:

_____
Secretary

LAKE CITY AREA FIRE PROTECTION DISTRICT

By_____

ATTEST:

_____
Secretary

TOWN OF MT. CRESTED BUTTE

By_____

ATTEST:

_____
Clerk

TOWN OF PITKIN

By_____

ATTEST:

_____
Clerk

GUNNISON COUNTY FIRE PROTECTION DISTRICT

By Robert Gillinger

ATTEST:
Pat Bushman
Secretary

CRESTED BUTTE FIRE PROTECTION DISTRICT

By_____

ATTEST:

_____
Secretary

LAKE CITY AREA FIRE PROTECTION DISTRICT

By_____

ATTEST:

_____
Secretary

TOWN OF MT. CRESTED BUTTE

ATTEST: By_____

_____
Clerk

TOWN OF PITKIN

ATTEST: By_____

_____
Clerk

GUNNISON COUNTY FIRE PROTECTION DISTRICT

ATTEST: By_____

_____
Secretary

CRESTED BUTTE FIRE PROTECTION DISTRICT

ATTEST: By_____

_____
Secretary

LAKE CITY AREA FIRE PROTECTION DISTRICT

ATTEST: By_____

_____
Secretary

TOWN OF MT. CRESTED BUTTE

By_____

ATTEST:

_____
Clerk

TOWN OF PITKIN

By_____

ATTEST:

_____
Clerk

GUNNISON COUNTY FIRE PROTECTION DISTRICT

By_____

ATTEST:

_____
Secretary

CRESTED BUTTE FIRE PROTECTION DISTRICT

By_____

ATTEST:

_____
Secretary

LAKE CITY AREA FIRE PROTECTION DISTRICT

By_____
ED NETTLETON, FIRE CHIEF

ATTEST:
Michelle L. Pierce
Secretary