

**THIRD AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
CONCERNING THE IMPLEMENTATION OF
AN "E911" "EMERGENCY TELEPHONE SERVICE"**

*DBA Jefferson County
Emergency Communication
Authority Board.*

THIS THIRD AMENDMENT to the Intergovernmental Agreement concerning the implementation of an E-911 Emergency Telephone Service (the "Agreement") is dated for references purposes only January 1, 1998. The Agreement, made and entered into on the 8th day of October, 1983, was entered into by and between the following parties: COUNTY OF JEFFERSON, a body politic and corporate, hereinafter referred to as "County", the CITY OF ARVADA, a municipal corporation, the CITY OF BROOMFIELD, a municipal corporation, the CITY OF EDGEWATER, a municipal corporation, the CITY OF GOLDEN, a municipal corporation, the TOWN OF LAKESIDE, a municipal corporation, the CITY OF LAKEWOOD, a municipal corporation, the TOWN OF MORRISON, a municipal corporation, the TOWN OF MOUNTAIN VIEW, a municipal corporation, the CITY OF WESTMINSTER, a municipal corporation, the CITY OF WHEAT RIDGE, a municipal corporation, ARVADA FIRE PROTECTION DISTRICT, COAL CREEK CANYON FIRE PROTECTION DISTRICT, ELK CREEK FIRE PROTECTION DISTRICT, EVERGREEN FIRE PROTECTION DISTRICT, FAIRMOUNT FIRE PROTECTION DISTRICT, FOOTHILLS FIRE PROTECTION DISTRICT, formerly known as Idledale, Lookout and Mount Vernon Fire Protection District, GENESEE FIRE PROTECTION DISTRICT, INTER-CANYON FIRE PROTECTION DISTRICT, INDIAN HILLS FIRE PROTECTION DISTRICT, LITTLETON FIRE PROTECTION DISTRICT, NORTH METRO FIRE PROTECTION DISTRICT formerly known as West Adams Fire Protection

District, **PLEASANT VIEW FIRE PROTECTION DISTRICT, WEST METRO FIRE PROTECTION DISTRICT**, formerly known as Lakewood and Bancroft Fire Protection Districts, and **WHEAT RIDGE FIRE PROTECTION DISTRICT**.

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 agreements for the purpose of providing emergency telephone service; and

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

WHEREAS, the parties to the Agreement are desirous of amending the Agreement in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree to amend Articles I, II, III, V, VIII, XI, and XII of the Agreement as provided below and that this Third Amendment contains all of the provisions of the Agreement as amended or which remain in effect.

I. DEFINITIONS

The definitions for the terms “basic emergency service providers”, “emergency telephone charge”, “emergency telephone service”, “exchange access facilities”, “governing body”, “public agency”, “service supplier”, “service user”, “tariff rates”, “wireless communications access” and “wireless carrier” as used in this Intergovernmental Agreement shall be the same as the definitions provided for those terms in Section 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 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. two members shall be selected from a list of nominees submitted by cities and towns, but each such entity may submit no more than one nominee for each vacancy;
2. two members shall be selected from a list of nominees submitted by special districts, but each such entity may submit no more than one nominee for each vacancy;
3. a) one member of the Board of County Commissioners of Jefferson County shall be designated annually to serve as the County's representative on the Authority Board for the term of such appointment and continuing thereafter until a successor is duly appointed;
b) two members shall be nominated by special districts as provided in the Agreement and shall be appointed by the Board of County Commissioners;

- c) two members shall be nominated by cities and towns as provided in the Agreement and shall be appointed by the Board of County Commissioners;
 - d) no individual nominated either by cities and towns, or by special districts shall serve more than two consecutive four-year terms;
 - e) an individual appointed to complete an unexpired four-year term of a prior Board Member may be reappointed to one or more full four-year terms, provided that in no event shall the total length of service of such Board Member exceed ten calendar years;
 - f) a member of the Authority Board eligible to serve for an additional term and who expresses a desire to continue to serve on such Board may be reappointed by the Board of County Commissioners without a requirement for additional nominations for such position.
4. Nothing in this section shall preclude either cities and towns or special districts from determining by a simple majority vote of all the nominating entities, the entities' choice(s) for appointment. Upon written notification to the Board of County Commissioners of the Majority's choice(s) for appointment, the County Commissioners shall make the appointments in accord with the majority's choice(s).
5. The board members of the Authority may designate an alternate to attend board meetings and vote on their behalf so long as the alternate is identified in writing to the other members of the board prior to the alternates attendance or vote at any meeting.

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 CORPORATION

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 Emergency Telephone Service Authority is hereby authorized to collect an emergency telephone charge as imposed by the governing bodies of the respective parties through a delegation of power to the Authority in those portions of the service area for which emergency telephone service is to be provided. The Authority is authorized by the parties to set the rate of charge as provided by statute so long as the rate does not exceed the maximum amount permitted by 29-11-102(2)(a), C.R.S. for exchange access facilities and wireless communications access. Prior to increasing or decreasing the rate of charge the Authority shall first give public notice of its intent in a newspaper of general circulation within Jefferson County and hold a public hearing thereon at which time any interested person may be present and appear.

The funds so collected shall be spent solely to pay for the costs of equipment and installation; the monthly recurring charges billed by the service suppliers for the emergency telephone service and any other costs and expenses authorized by Article 11, Title 29 of the

Colorado Revised Statutes.

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 from 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 provision of initial services and for the continued operation of the emergency telephone service; including, specifically, the ability to negotiate with equipment vendors, BESPs 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.

The Authority may convey or transfer ownership of property and equipment purchased for the operation of emergency telephone service to a party to this Agreement if such property or equipment is located on the party's property and operated by such party.

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 Sections 29-11-101 et seq., C.R.S., as amended. The parties agree that the Authority may request from the service supplier or BESPs 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 Board of County Commissioners by July 15 of each year that this Agreement is in effect. The Board of County Commissioners shall consider funding the budget request in the County's annual appropriation.

Should funding from the Board of County Commissioners not be forthcoming, or if any funding so provided shall be deemed insufficient by the Authority, the Authority may then present its request to the parties hereto who shall consider the budget submitted and determine a basis for contributing to the budget request at that time; however, 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 AND WIRELESS COMMUNICATIONS ACCESS shall be placed in a separate designated cash fund and shall be paid from said fund only for the costs and expenses for which such funds are authorized to be spent pursuant to Article 11, Title 29 of the Colorado Revised Statutes.

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

signature of two officers 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 shall 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 shall file a copy of said audit with the governing bodies of the respective parties hereto.

X. REPORTS

Within thirty (30) days after the end of each fiscal year, the Authority shall prepare and present to the respective city councils, boards of directors of the special districts, and Board of County Commissioners of Jefferson County, a Comprehensive Annual Report of the Authority's activities and finances during the preceding year.

The Authority shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal and/or state officials or 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. DEFAULT IN PERFORMANCE

In the event any party fails to pay its share of the operating costs then due, or to perform any of its covenants and undertakings under this Agreement, the Authority shall cause written notice of the Authority's intention to terminate said Agreement as to such party in default to be given to that party's governing body unless such default is cured within thirty (30) days from the date of such notice. Upon failure to cure said defaults within said thirty (30) day period, the membership in the Authority of the defaulting party shall thereupon terminate and said party shall thereafter have no voting rights as a member of the Authority at any annual or specific meetings thereof, nor be entitled to representation on the Authority, and said party shall thereafter be denied service by the Authority. Furthermore, any party who is terminated under the provisions of this section of the Agreement shall forfeit all right, title and interest in and to any property of or within the Agreement to which it may otherwise be entitled upon the dissolution of this Agreement. Any property or equipment which has been purchased with Authority funds for a party or conveyed to a party by the Authority shall be reconveyed to the Authority by the defaulting party within fifteen (15) days after the defaulting party's membership has terminated as set forth above. This article is not intended to limit the right of any party under this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

XII. 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 one hundred eighty (180) days prior to January 1 of any given year. Any property or equipment which has been purchased with Authority funds for a party or conveyed to a party by the Authority shall be reconveyed to the Authority by the party terminating its membership within 180 days after giving written notice of the party's intent to terminate its participation in the Authority.

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. Upon such termination any property or equipment previously transferred to a party shall remain the property of said party.

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 as provided in Section XI.

XIII. AMENDMENT

This Agreement may be amended by a written agreement executed and approved by not

less than seventy-five percent (75%) of the Participating Entities who convey a position on the proposed amendment thereto within sixty (60) days after all of the Participating Entities have been given written notification of the same. The Agreement will not be amended as provided for herein unless at least fifty percent (50%) of the Participating Entities convey a position on the proposed amendment. Amendments to the Agreement, if approved, will be effective ninety (90) days after the notice of the proposed amendment was made. Notice shall be effective upon mailing.

XIV. SEVERABILITY CLAUSE

If any provision of this Agreement or the application hereof to any party or circumstances is held 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.

CITY OF ARVADA

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____

By _____
John P. Stone, Chairman
Board of County Commissioners

CITY OF BROOMFIELD

CITY OF GOLDEN

By _____

By _____

CITY OF WESTMINSTER

By _____

CITY OF WHEAT RIDGE

By _____

ARVADA FIRE PROTECTION DISTRICT

By _____

INTER-CANYON FIRE PROTECTION DISTRICT

By _____

INDIAN HILLS FIRE PROTECTION DISTRICT

By: _____

FAIRMOUNT FIRE PROTECTION DISTRICT

By _____

FOOTHILLS FIRE PROTECTION DISTRICT formerly known as Idledale, Lookout and Mount Vernon Fire Protection Districts

By _____

GENESEE FIRE PROTECTION DISTRICT

By _____

PLEASANT VIEW METROPOLITAN DISTRICT

By _____

NORTH METRO FIRE RESCUE AUTHORITY

By Richard J. Hardy

WEST METRO FIRE PROTECTION
DISTRICT formerly known as Lakewood
and Bancroft Fire Protection Districts

By _____

LITTLETON FIRE PROTECTION
DISTRICT

By _____

WHEAT RIDGE FIRE PROTECTION
DISTRICT

By _____

WEST ADAMS FIRE PROTECTION
DISTRICT

By Richard J. Brady

CITY OF WESTMINSTER

By _____

FAIRMOUNT FIRE PROTECTION DISTRICT

By Dean E. Holler

CITY OF WHEAT RIDGE

By _____

FOOTHILLS FIRE PROTECTION DISTRICT formerly known as Idledale, Lookout and Mount Vernon Fire Protection Districts

By _____

ARVADA FIRE PROTECTION DISTRICT

By _____

GENESEE FIRE PROTECTION DISTRICT

By _____

INTER-CANYON FIRE PROTECTION DISTRICT

By _____

PLEASANT VIEW METROPOLITAN DISTRICT

By _____

INDIAN HILLS FIRE PROTECTION DISTRICT

By: _____

NORTH METRO FIRE RESCUE AUTHORITY

By _____

CITY OF WESTMINSTER

By _____

CITY OF WHEAT RIDGE

By _____

ARVADA FIRE PROTECTION DISTRICT

By *Ed C. Tomlinson*
Secretary, AFPO Assoc. of Districts

INTER-CANYON FIRE PROTECTION DISTRICT

By _____

INDIAN HILLS FIRE PROTECTION DISTRICT

By: _____

FAIRMOUNT FIRE PROTECTION DISTRICT

By _____

FOOTHILLS FIRE PROTECTION DISTRICT formerly known as Idledale, Lookout and Mount Vernon Fire Protection Districts

By _____

GENESEE FIRE PROTECTION DISTRICT

By _____

PLEASANT VIEW METROPOLITAN DISTRICT

By _____

NORTH METRO FIRE RESCUE AUTHORITY

By _____

CITY OF ARVADA

By _____

CITY OF BROOMFIELD

By _____

CITY OF EDGEWATER

By _____

TOWN OF LAKESIDE

By _____

TOWN OF MORRISON

By _____

TOWN OF MOUNTAIN VIEW

By _____

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
John P. Stone, Chairman
Board of County Commissioners

CITY OF GOLDEN

By _____

CITY OF LAKEWOOD

By *James M. Zelenski*
Acting City Manager
COAL CREEK CANYON FIRE
PROTECTION DISTRICT

By _____

ELK CREEK FIRE
PROTECTION DISTRICT

By _____

EVERGREEN FIRE
PROTECTION DISTRICT

By _____

WEST METRO FIRE PROTECTION
DISTRICT formerly known as Lakewood
and Bancroft Fire Protection Districts

By _____

LITTLETON FIRE PROTECTION
DISTRICT

By *Robert T. Henderson, Pres.*

WHEAT RIDGE FIRE PROTECTION
DISTRICT

By _____

WEST ADAMS FIRE PROTECTION
DISTRICT

By _____

CITY OF WESTMINSTER

By _____

FAIRMOUNT FIRE PROTECTION DISTRICT

By _____

CITY OF WHEAT RIDGE

By *John Robert Carr*

FOOTHILLS FIRE PROTECTION DISTRICT formerly known as Idledale, Lookout and Mount Vernon Fire Protection Districts

By _____

ARVADA FIRE PROTECTION DISTRICT

By _____

GENESEE FIRE PROTECTION DISTRICT

By _____

INTER-CANYON FIRE PROTECTION DISTRICT

By _____

PEASANT VIEW METROPOLITAN DISTRICT

By _____

INDIAN HILLS FIRE PROTECTION DISTRICT

By: _____

NORTH METRO FIRE RESCUE AUTHORITY

By _____

WEST METRO FIRE PROTECTION
DISTRICT formerly known as Lakewood
and Bancroft Fire Protection Districts

By *Les J. Johnson*

LITTLETON FIRE PROTECTION
DISTRICT

By _____

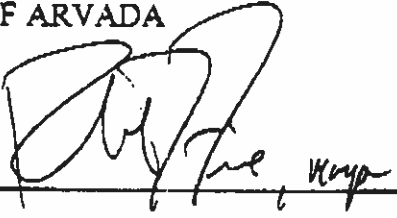
WHEAT RIDGE FIRE PROTECTION
DISTRICT

By _____

WEST ADAMS FIRE PROTECTION
DISTRICT

By _____

CITY OF ARVADA

By 

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
John P. Stone, Chairman
Board of County Commissioners

CITY OF BROOMFIELD

By _____

CITY OF GOLDEN

By _____

CITY OF EDGEWATER

By _____

CITY OF LAKEWOOD

By _____

TOWN OF LAKESIDE

By _____

COAL CREEK CANYON FIRE
PROTECTION DISTRICT

By _____

TOWN OF MORRISON

By _____

ELK CREEK FIRE
PROTECTION DISTRICT

By _____

TOWN OF MOUNTAIN VIEW

By _____

EVERGREEN FIRE
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By _____

CITY OF ARVADA

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COUNTY OF JEFFERSON
STATE OF COLORADO

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John P. Stone, Chairman
Board of County Commissioners

CITY OF BROOMFIELD

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CITY OF GOLDEN

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CITY OF EDGEWATER

By _____

CITY OF LAKEWOOD

By _____

TOWN OF LAKESIDE

By _____

COAL CREEK CANYON FIRE
PROTECTION DISTRICT

By _____

TOWN OF MORRISON

By _____

ELK CREEK FIRE
PROTECTION DISTRICT

By _____

TOWN OF MOUNTAIN VIEW

By Betty A. Van Harte

EVERGREEN FIRE
PROTECTION DISTRICT

By _____

CITY OF WESTMINSTER

By _____

FAIRMOUNT FIRE PROTECTION DISTRICT

By _____

CITY OF WHEAT RIDGE

By _____

FOOTHILLS FIRE PROTECTION DISTRICT formerly known as Idledale, Lookout and Mount Vernon Fire Protection Districts

By _____

ARVADA FIRE PROTECTION DISTRICT

By _____

GENESEE FIRE PROTECTION DISTRICT

By _____

INTER-CANYON FIRE PROTECTION DISTRICT

By _____

PLEASANT VIEW METROPOLITAN DISTRICT

By Charlotte G. Wheeler Pres.

INDIAN HILLS FIRE PROTECTION DISTRICT

By: _____

NORTH METRO FIRE RESCUE AUTHORITY

By _____

CITY OF WESTMINSTER

By _____

CITY OF WHEAT RIDGE

By _____

ARVADA FIRE PROTECTION DISTRICT

By _____

INTER-CANYON FIRE PROTECTION DISTRICT

By _____

INDIAN HILLS FIRE PROTECTION DISTRICT

By: _____

FAIRMOUNT FIRE PROTECTION DISTRICT

By _____

FOOTHILLS FIRE PROTECTION DISTRICT formerly known as Idledale, Lookout and Mount Vernon Fire Protection Districts

By John A. McHenry III

GENESEE FIRE PROTECTION DISTRICT

By _____

PLEASANT VIEW METROPOLITAN DISTRICT

By _____

NORTH METRO FIRE RESCUE AUTHORITY

By _____