

RESOLUTION NO. 39

SERIES 1998

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWNS OF BLUE RIVER, DILLON, FRISCO AND SILVERTHORNE, THE LAKE DILLON FIRE AUTHORITY, THE RED, WHITE AND BLUE FIRE DISTRICT, SNAKE RIVER FIRE DISTRICT, COPPER MOUNTAIN CONSOLIDATED METROPOLITAN DISTRICTS, LOWER BLUE VOLUNTEER FIRE DEPARTMENT, THE UNITED STATES FOREST SERVICE AND SUMMIT COUNTY CONCERNING THE SUMMIT COUNTY COMMUNICATIONS CAPITAL EXPENDITURE FUND

WHEREAS, governmental entities are authorized by Article XIV of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., to co-operate and contract with one another to provide any function, service, or facility lawfully authorized to each of the co-operating or contracting governmental entities; and

WHEREAS, a proposed Intergovernmental Agreement between the Towns of Blue River, Dillon, Frisco and Silverthorne, the Lake Dillon Fire Authority, the Red, White and Blue Fire District, Snake River Fire District, Copper Mountain Consolidated Metropolitan Districts, Lower Blue Volunteer Fire Department, the United States Forest Service and Summit County concerning the "Summit County Communications Capital Expenditure Fund" has been prepared; and

WHEREAS, the Town Council has reviewed the proposed Intergovernmental Agreement and finds and determines that it would be in the best interest of the Town to enter into such Agreement.


NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BRECKENRIDGE, COLORADO, as follows:

Section 1. The proposed Intergovernmental Agreement with the Towns of Blue River, Dillon, Frisco and Silverthorne, the Lake Dillon Fire Authority, the Red, White and Blue Fire District, Snake River Fire District, Copper Mountain Consolidated Metropolitan Districts, Lower Blue Volunteer Fire Department, the United States Forest Service and Summit County concerning the "Summit County Communications Capital Expenditure Fund" ("Exhibit "A" hereto) is approved, and the Mayor is hereby authorized, empowered and directed to execute such Agreement for and on behalf of the Town of Breckenridge.

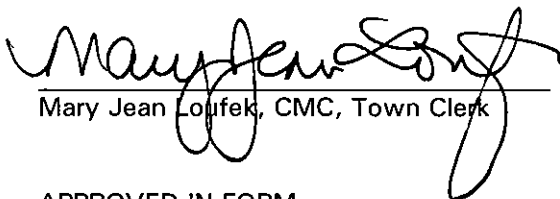
Section 2. This Resolution shall become effective upon its adoption.

RESOLUTION APPROVED AND ADOPTED THIS 8TH DAY OF DECEMBER, 1998.

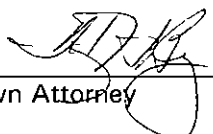
TOWN OF BRECKENRIDGE

By   
Stephen C. West, Mayor

ATTEST:

  
Mary Jean Loufek, CMC, Town Clerk

APPROVED IN FORM

 12/8/98  
Town Attorney date

INTERGOVERNMENTAL AGREEMENT FOR THE  
SUMMIT COUNTY COMMUNICATIONS  
CAPITAL EXPENDITURE PARTICIPATION FUND

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between Summit County, Colorado ("County"), the Towns of Breckenridge, Blue River, Dillon, Frisco, and Silverthorne, Colorado (all municipal corporations), the Lake Dillon Fire Authority, Red, White and Blue Fire District, Snake River Fire District, Copper Mountain Consolidated Metropolitan Districts, Lower Blue Volunteer Fire Department, and the United States Forest Service (collectively referred to as "user agencies" or individually as "user agency").

WHEREAS, pursuant to §29-1-203, C.R.S., and the Constitution of the State of Colorado the parties are authorized to enter into intergovernmental agreements to share costs in order to provide any function or service; and

WHEREAS, Summit County Resolution No. 89-65, as amended by Resolution 91-41, attached hereto as Exhibits A and B, created the Communications Board and delineated its responsibilities, including the responsibility to manage the Summit County Communications Center ("Center"); and

WHEREAS, the parties have informally been participating in the Capital Expenditure Participation Fund ("CEPF") to cover the costs of the Center's equipment from which all user agencies derive a benefit; and

WHEREAS, the parties to this Agreement wish to formalize the participation in CEPF to promote the public health, safety and welfare; and

WHEREAS, the parties have agreed upon the terms and conditions under which parties will participate in the Center's the CEPF as more fully set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, the parties agree as follows:

- A. COUNTY'S OBLIGATIONS. In addition to its obligations as a user agency as set out in Paragraph C below, the County shall operate the Center and provide:
1. A twenty-four (24) hour Public Safety Answering Point ("PSAP") providing radio, telephone, paging and NCIC/CCIC computer access to user agencies that annually contribute to the CEPF.
  2. Quarterly activity reports providing use statistics and a narrative summary of the Center's activities.

3. Tapes of specific recorded incidents, free of charge with a replacement tape, as needed by the user agencies that annually contribute to the CEPF.
4. Collect and deposit all user agency payment contributions to the CEPF in the County General Fund.
5. Appoint the five (5) member Communications Board from nominations made by the user agencies pursuant to Summit County Resolution No. 91-41.
6. Adopt an annual CEPF budget for capital projects in the upcoming year.

B. COMMUNICATIONS BOARD RESPONSIBILITIES. The Communications Board shall:

1. Recommend an annual CEPF Budget for capital projects reasonably necessary for the operation of the Center in the upcoming year for the Board of County Commissioners' approval.
2. Define and prioritize the equipment on which the collected moneys are spent for a particular year.
3. Determine the formula for calculating the fee structure and payment period(s) that will determine each user agency's annual contribution to the CEPF. The user agency contributions shall be based on a percentage of the year's capital projects, as determined by the Communications Board, determined from each user agency's percentage of use for the previous year.
4. For purposes of paragraph E.1, determine which services provided by the Center are Emergency Services and Non-emergency Services.

C. USER AGENCIES' OBLIGATIONS. Each user agency agrees to the following:

1. To purchase and maintain sufficient operational equipment that performs to industry standards and specifications, and that allow access to and from the Center.
2. The payment of annually assessed user agency contributions, as described in B.3 above, by the date determined by the Communications Board and noted on an invoice. Payments shall be submitted to: Summit County Communications, P.O. Box 4188, Frisco, Colorado 80443. All such invoices shall provide user agencies a reasonable time to make said payments.
3. Cooperate in the periodic testing of Center procedures and equipment.
4. Cooperate in coordination and consistency of procedures with other user agencies.

5. Hold harmless Summit County Government, its officers, employees, and agents and the Communications Board against any loss of service due to circumstances beyond the control of the Center.
6. Each user agency is required to perform all the obligations of a user agency under this Agreement independently of all other user agencies. No user agency shall be responsible or liable for the failure of any other user agency to perform its obligations herein.

D. INDEPENDENT CONTRACTOR. In connection with the County's responsibility and performance of this Agreement, the County and the County's employees employed in the Center shall at all times be employees of the County and shall not be considered employees of any other user agency. As such, the non-County user agencies shall have no authority to exercise supervision over any employee or official of the County.

E. TERMINATION.

1. FOR CAUSE. In the event that a user agency materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the County, as the Center operator, shall notify the defaulting party in writing of the nature of such default. Within thirty (30) days following receipt of such notice the defaulting party shall correct such default, or in the event of a default not capable of being corrected within thirty (30) days, the defaulting party shall commence correcting the default within thirty (30) days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided above, the County, without further notice, shall have the right to declare that this Agreement is terminated, in so far as it concerns the defaulting user agency, effective upon such date as the County shall designate and the non-defaulting user agencies shall have the right to recover such damages as it shall be entitled to by law. If the defaulting party is a user agency, the County holds the right to terminate non-emergency services provided by the Center. The rights and remedies provided for herein may be exercised singly or in combination.
2. NOT FOR CAUSE. A user agency may terminate its participation in this Agreement for any reason by providing the County, as the Center operator, a minimum of a written notice of Intent to Terminate no later than ninety (90) days prior to the thirty-first day of December of the year in which the notice is given. Such termination shall become effective upon the first day of January of the year succeeding the date on which the notice is given. Other than as permitted in paragraph E.1 above, no user agency shall be permitted to withdraw from this Agreement prior to the end of a year, and in no circumstance will any portion of the withdrawing agency's contribution to the CEPF be returned or pro-rated due to withdrawal.

- F. WAIVER. The failure of a party to exercise any of its rights under this Agreement shall not be a waiver of those rights.
- G. TERM / RENEWAL. This Agreement shall be renewed annually on January 1 of each succeeding year. Notwithstanding the yearly renewal or anything herein contained to the contrary, the obligation of the parties under this Agreement shall be where appropriate subject to an annual appropriation of the user agency's governmental body in an amount sufficient to allow the user agency to perform its obligations hereunder. In the event sufficient funds are not appropriated for the payment of sums due to the County, as the Center operator, hereunder, this Agreement may be terminated by either the County or the non-appropriating user agency without penalty provided the user agency furnishes the County written notice ninety (90) days prior to the date of non-appropriation if possible. Such termination shall become effective upon the first day of January for the year which the non-appropriation operates. No user agency shall be permitted to withdraw from this Agreement prior to the end of a year due to the non-appropriation of funds for the following year, and in no circumstance will any portion of the withdrawing user agency's contribution to the CEPF be returned or pro-rated due to withdrawal. The user agencies' obligations hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the state of Colorado.
- H. NOTICE. All notices required to be given to the County as the Center operator under this agreement shall be addressed to Summit County Government, Attention Abbie Cobb, Post Office Box 4188, Frisco, Colorado 80443.
- I. MODIFICATION. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties hereto.
- J. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.
- K. THIRD PARTIES. This Agreement does not, and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against any party because of any term contained in this Agreement.
- L. SEVERABILITY. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.
- M. APPLICABLE LAW. At all times during the performance of this Agreement, the parties shall strictly adhere to all applicable federal, state, and local laws, rules, and regulations that

have been or may hereafter, be established, and all work performed under this Agreement shall comply with Federal, State, and local laws, rules and regulations.

N. APPROVAL BY GOVERNING BOARDS OR OTHERS WITH AUTHORITY. In accordance with § 29-1-203(1), C.R.S., this Agreement shall not become effective unless and until it has been approved by the Board of County Commissioners of Summit County, Colorado, the Town Councils, the Boards of the fire and metro districts or other authority having the power to so approve.

IN WITNESS WHEREFORE, this agreement is executed and entered into on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY, COLORADO

ATTEST:

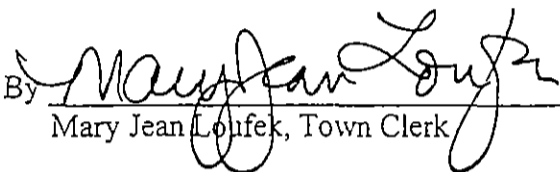
By \_\_\_\_\_  
Bob Taylor, County Manager

By \_\_\_\_\_  
Cheri Brunvand, Clerk and Recorder

TOWN OF BRECKENRIDGE

ATTEST:

By   
Stephen C. West, Mayor

By   
Mary Jean Loufek, Town Clerk

TOWN OF BLUE RIVER

ATTEST:

By \_\_\_\_\_  
Larry Nelson, Mayor

By \_\_\_\_\_  
Chris Short, Town Clerk

TOWN OF DILLON

ATTEST:

By \_\_\_\_\_  
Roger Pelot, Mayor

By \_\_\_\_\_  
Jan Thomas, Town Clerk

TOWN OF FRISCO

ATTEST:

By \_\_\_\_\_  
M.L. "Tex" Etie, Mayor

By \_\_\_\_\_  
Deb Helton, Town Clerk

TOWN OF SILVERTHORNE

ATTEST:

By \_\_\_\_\_  
Lou Del Piccolo, Mayor

By \_\_\_\_\_  
Michele Karlin, Town Clerk

LAKE DILLON FIRE AUTHORITY

UNITED STATES FOREST SERVICE

By \_\_\_\_\_  
Thomas Hill, President  
Board of Directors

By \_\_\_\_\_  
Tere O'Rourke, District Ranger

RED, WHITE AND BLUE FIRE DISTRICT

SNAKE RIVER FIRE DISTRICT

By \_\_\_\_\_  
Eric Franzen, President,  
Board of Directors

By \_\_\_\_\_  
Jerome H. Kramer, President,  
Board of Directors

COPPER MOUNTAIN CONSOLIDATED  
METROPOLITAN DISTRICTS

LOWER BLUE VOLUNTEER FIRE  
DEPARTMENT

By \_\_\_\_\_  
Elizabeth Black, District Manager

By \_\_\_\_\_  
Keats Ann Scott, President,  
Board of Directors

Exhibit A



SUMMIT COUNTY  
BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 89-65

Before the Board of County Commissioners of the  
County of Summit  
State of Colorado

DEFINING THE RESPONSIBILITIES AND AUTHORITY OF THE  
COMMUNICATIONS BOARD

WHEREAS, the Board of County Commissioners wishes to reestablish an advisory board representing user agencies in the County's communications network, in order to facilitate the sharing of information and ideas and to create a mechanism for mutual problem solving; and,

WHEREAS, the County operates a CCIC/NCIC computer, as part of its centralized dispatching service; and,

WHEREAS, the County Commissioners wish to assign the management responsibility for the CCIC/NCIC computer to a Communications Board to be in compliance with CBI regulations concerning the computer; and,

WHEREAS, the Communications Board will serve as the oversight agency for the contributors to the Capital Expenditure Participation Fund;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, that:

1. COMMUNICATIONS BOARD

A five member communications board is hereby established. Members will be appointed by and will serve at the pleasure of the Board of County Commissioners. Three members of the Communications Board shall be representatives from law enforcement; the other two members shall be representatives from the fire protection districts, and/or emergency medical services. A Chairman shall be selected by the Communications Board. The Board will meet, at a minimum, on a quarterly basis but may meet more often at their own discretion.



2. COMMUNICATIONS BOARD RESPONSIBILITIES

The Communications Board shall have the following responsibilities:

- a. Exercise sole management control over the operations and procedures that directly affect the CCIC/NCIC terminal. Such management control shall be defined as the authority to develop and enforce policies governing the operation of the CCIC/NCIC computer terminal.
- b. Develop Communications Capital Improvement Plans and recommend annual spending levels for the Capital Expenditure Participation Fund; and establish and enforce policies related to collection of these monies.

3. COMMUNICATIONS BOARD AUTHORITY

The Communications Board has the authority to:

- a. enforce established policies as they directly affect the CCIC/NCIC terminal;
- b. recommend an annual Capital Expenditure Participation Fund budget; and,
- c. make such other recommendations to the County or other agencies using the Communications Center which would improve the overall performance of the Center.

The Communications Board shall function within all County administrative policies (either of the Board of County Commissioners or of the county Manager's Office). The Communications Board is authorized to fire the Communications Director, in accordance with the County's Personnel Policies, for causes related to the use or control of the CCIC/NCIC computer. Also, the Communications Board will be consulted prior to the hiring of a Director, and in establishing the policy and procedures for hiring and firing dispatchers (because of the relationship of such policy and procedures to the CCIC/NCIC computer).

4. COUNTY ADMINISTRATIVE AUTHORITY

The administration and supervision of the Communications Center will be performed by the County Manager's Office, to include the following: establishment of operational priorities; enforcement of standards for selection, supervision and termination of personnel; the hiring and firing of

89-65

the Director; and the development and evaluation of strategic plans, annual objectives, and employee performance standards.

Effective this 25<sup>th</sup> day of September 1989.

BOARD OF COUNTY COMMISSIONERS,  
SUMMIT COUNTY, COLORADO

Rich Levengood  
Rich Levengood, Chairman

ATTEST: Colleen Richmond  
Colleen Richmond  
Clerk and Recorder

EXHIBIT "A"

<u>Member</u>	<u>Affiliation</u>	<u>Term Expiration</u>
1. Jeff Granowski	Law Enforcement	July 1, 1991
2. Gary Lindstrom	Law Enforcement	December 1, 1991
3. David Parmley	Fire Protection Districts	May 1, 1992
4. John Moles	Fire Protection Districts	October 1, 1992
5. Bob Hollopeter	Law Enforcement	March 1, 1993

RESOLUTION NO. 91 - 41

Before the Board of County Commissioners  
of the  
County of Summit  
State of Colorado

Amending Resolution No. 89-65 Pertaining to the Terms and  
Appointments of the Communications Board

WHEREAS, on September 25, 1989, the Board of County  
Commissioners of Summit County, Colorado, adopted Resolution  
No. 89-65 defining the responsibilities and authority of the  
Communications Board; and

WHEREAS, the Board of County Commissioners desires to  
amend Resolution No. 89-65 in order to further define the terms  
and appointment of the Communications Board members.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO, that:

1. Section 1. "COMMUNICATIONS BOARD" of Resolution No.  
89-65 is amended to read as follows:

A five member communications board is hereby  
established. Members will be appointed by,  
and will serve at the pleasure of, the Board  
of County Commissioners. Three members  
of the Communications Board shall be  
representatives from law enforcement; the  
other two members shall be representatives  
from the fire protection districts and/or  
emergency medical services. A Chairman shall  
be selected by the Communications Board. The  
Communications Board members are to serve  
staggered two (2) year terms. The initial  
Communications Board Members to be appointed  
as provided for in Exhibit "A", attached and  
incorporated herein.

There shall be no limit on the number of  
terms that each Board member may serve. User  
agencies shall nominate qualified persons  
for any vacancy on the Communications Board.  
The Board of County Commissioners shall make  
appointments from these nominations.

The Board shall meet at least quarterly,  
but may meet more often at the Board's  
discretion.

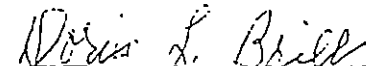
Except as herein amended, Resolution No. 89-65 shall remain in full force and effect.

ADOPTED this 24th day of June 1991.

THE BOARD OF COUNTY COMMISSIONERS

  
Marsha W. Osborn, Chairman

ATTEST:

  
Doris L. Brill, Clerk & Recorder





SUMMIT COUNTY  
PUBLIC SAFETY DIVISION

May 10, 1998

Dear Communications Center User:

Attached is a copy of the updated Capital Expenditure Participation Fund (CEPF) Intergovernmental Agreement (IGA) for the Summit County Communications Center. This is an update of the original agreement of 1987. There have been no major changes made to this IGA. Annual CEPF costs will continue to be calculated as they have been in the past, based upon each agency's percentage of use during the previous year. As in the past, CEPF will be used for capital projects as defined by the Communications Board.

Please review the IGA and have it signed by your town/jurisdiction official. The original should be returned to the Summit County Public Safety Division no later than June 30, 1998. If you or your attorney have any questions about this document, please call me at 970-668-4099. Again, this is the same CEPF program in which you have been participating for the past 11 years. This is an updated version of the IGA that will be circulated for signature at the beginning of each calendar year. Thank you.

Sincerely,

Abbie Cobb, Public Safety Director

P.O. Box 4188 • Frisco, CO 80443 (970)668-4099 Fax (970)668-4224