

**EL PASO - TELLER COUNTY**  
**EMERGENCY TELEPHONE SERVICE AUTHORITY**

**SECOND AMENDED AND RESTATED**  
**INTERGOVERNMENTAL AGREEMENT**

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the “Second Restated IGA”) is made and entered into by and among the governmental entities who sign this Agreement (individually referred to herein as a “Party” and collectively as the “Parties”). This Second Restated IGA amends and restates in its entirety that Restated Intergovernmental Agreement of 2000 (the “First Restated IGA”), by and among certain governmental entities, and becomes effective when signed by three-fourths (3/4) of the parties to the First Restated IGA, as further described herein.

**RECITALS**

1. WHEREAS, pursuant to Article 11 of Title 29, Colorado Revised Statutes (the “Emergency Telephone Service Law”), the Parties have the power to enter into agreements for the purpose of providing emergency telephone and notification services, and imposing an emergency telephone charge for such services; and
2. WHEREAS, the Emergency Telephone Service Law authorizes such legal entities to undertake various actions in connection with providing such services, including the right to impose an emergency telephone charge on each exchange access, wireless communications access, and interconnected voice-over-internet-protocol communications access within the service area of the Parties; and
3. WHEREAS, Part 2 of Article 1 of Title 29, Colorado Revised Statutes (the “Intergovernmental Relations Law”), as amended, encourages and authorizes governmental entities to enter into intergovernmental agreements of this nature, and Section 29-1-203.5, C.R.S. authorizes the establishment of a legal entity that is a separate political subdivision and public corporation to carry out the purposes of the Intergovernmental Relations Law and the Emergency Telephone Service Law; and
4. WHEREAS, it would serve the public welfare and be in the best interest of the Parties to continue, through an intergovernmental agreement, a central emergency telephone service authority, and provide for its organization, administration, and operation; and
5. WHEREAS, in 1989 multiple governmental entities entered into an Intergovernmental Agreement (the “1989 IGA”) to implement the provisions of the Emergency Telephone Service Law by establishing the El Paso - Teller County Emergency Telephone Service Authority (the “Authority”). In 2000, the 1989 IGA was amended and restated pursuant to the First Restated IGA. In 2002, the First Amendment

of Restated IGA was approved to clarify the 911 Authority's power regarding property, to facilitate financing and construction of the 911 Authority building on Airport Road. The purpose of the Authority upon organization was, and still remains, to impose the emergency telephone service charge, to incur costs associated with operation of the emergency telephone service and emergency notification service, and to administer the operation of the emergency telephone and emergency notification services.

6. WHEREAS, Section VIII of the First Restated IGA provides that it may be amended by a writing executed by at least three-fourths (3/4) of the parties to the First Restated IGA. Based on the original parties to the First Restated IGA, less those entities that signed the First Restated IGA but are no longer in existence and plus those entities that signed the First Restated IGA subsequent to the effective date thereof, the Parties acknowledge and agree that there are thirty (30) parties to the First Restated IGA. The Parties further agree that to amend the First Restated IGA and have this Second Restated IGA become effective requires the signatures of at least twenty-three (23) of the entities listed on the signature pages at the end of this Second Restated IGA, which represents at least three-fourths of the parties to the First Restated IGA.

7. WHEREAS, the Parties have determined that it is appropriate and necessary to amend and restate the First Restated IGA in its entirety to properly reflect changes in the law and to make changes in the organization, administration and operation of the Authority.

8. WHEREAS, the Parties desire to enter into this Second Restated IGA for the following purposes:

1) To continue the existence of the Authority as a separate political subdivision and public corporation organized pursuant to Section 29-1-203.5, C.R.S. The Authority is the legal entity responsible for carrying out the purposes of the Emergency Telephone Service Law and administering and operating the emergency telephone and notification systems within the Parties' service area; and

2) To define the manner in which each of the Parties will participate in the Authority.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants hereinafter set forth, the Parties amend and restate in full the First Restated IGA and agree as follows:

I. General Provisions.

The recitals contained above are incorporated and agreed to as if set forth here in full. The Parties hereby continue the existence of the Authority, which is responsible for administering the operation of the emergency telephone and notification services within

El Paso and Teller Counties. The Authority may also be referred to as the “El Paso-Teller County 9-1-1 Authority.” The operation of the Authority shall be as is set forth herein and in the Bylaws, Rules, Regulations and Policies of the Authority adopted pursuant to Section IV below.

II. Parties to this Agreement.

The Parties to this Agreement are those governmental entities which sign this Agreement. They may consist of all or some of the following: El Paso and Teller Counties, the cities, towns, military installations, and special districts (including ambulance districts, fire protection districts, health service districts, hospital districts, metropolitan districts, regional service authorities, and law enforcement authorities) within said counties, and other governmental entities in El Paso and Teller Counties, which are primary providers of emergency firefighting, law enforcement, ambulance, emergency medical or other emergency services who receive services from the Authority. Any future city, town, military installation or special district, after having been legally formed and meeting the foregoing criteria, may make a written request to the Board of Directors of the Authority (the “Board”) to become a signatory to this Agreement, and upon Board approval shall become a party hereto effective on January 1 of the year following signing.

III. Board of Directors.

The Authority shall be governed by a Board of Directors consisting of nine (9) members to be selected in the following manner:

A. Cities, Towns, U.S. Military, and Special Districts Other Than Appointing Authorities.

The Board shall appoint three (3) members to the Board from a list of nominees submitted by any of the Parties, other than the Appointing Authorities listed below. Such Board members must be residents of El Paso or Teller County.

Nothing in this section shall preclude the Parties, other than the Appointing Authorities, from determining by a majority vote, their choice(s) for appointment. Upon written notice of the selection(s), the Board shall make the appointment(s).

B. Appointing Authorities.

The Board of County Commissioners of El Paso County shall appoint two (2) members of the Board, who must be residents of either El Paso or Teller County.

The Board of County Commissioners of Teller County shall appoint one (1) member of the Board, who must be a resident of either El Paso or Teller County.

The City Council of the City of Colorado Springs shall appoint three (3) members of the

Board, who must be residents of either El Paso or Teller County.

C. Terms of Appointment.

Members of the Board are eligible to serve consecutive terms on the Board, but no member shall serve for more than two (2) consecutive terms. Each term shall be for a period of three (3) years.

A member of the Board who is absent from three successive regular or work session meetings of the Board, without being excused, shall be disqualified from continuing to serve as a Director, and his or her term shall terminate on the date of the third consecutive unexcused absence. The Board may establish rules and procedures for excusing Board members from meetings and work sessions.

D. Existing Members of the Authority Board.

All members of the Board of the Authority who have been duly appointed and are serving pursuant to the provisions of the First Restated IGA shall continue to serve in such capacity, and for the term for which they were appointed.

IV. Rules and Regulations.

The Board may adopt Bylaws, Rules, Regulations, and Policies so long as they do not conflict with the Emergency Telephone Service Law or the Intergovernmental Relations Law, the provisions of this Second Restated IGA, or provisions of other laws of the State of Colorado applicable to the Authority.

V. Powers of the Authority.

The Authority, through its Board, is empowered and authorized to carry out the Emergency Telephone Service Law, including but not limited to:

- A. To set, impose, receive, and collect an emergency telephone charge for the provision of continued and adequate emergency telephone service and emergency notification service within all areas of El Paso and Teller Counties, pursuant to and subject to the limits set by §29-11-102, C.R.S.;
- B. To receive remittances of prepaid wireless E911 charges pursuant to §29-11-102.5, C.R.S.;
- C. To take legal action pursuant to §29-11-102(6), C.R.S. to enforce the collection of any emergency telephone charges which are unpaid within El Paso and Teller Counties;

- D. To contract for the installation and operation of an emergency telephone service, an emergency notification service and any other services to the extent permitted by the Emergency Telephone Service Law;
- E. To enter into contracts for emergency telephone service with a BEBP, as defined in §29-11-101(1.2), C.R.S., and spend emergency telephone charges and prepaid wireless E911 charges as provided in §29-11-102(1) and §29-11-104, C.R.S.;
- F. To perform all of the above actions directly or by contract, and on behalf of any or all Parties; and
- G. Perform any other act in connection with provision of emergency telephone service, emergency notification service and any other services permitted by law.

VI. Limitations on Authority Powers and Parties' Use of Authority Funds.

The Authority may not impose a fee, charge, or financial obligation on any Party without that Party's consent; however, this does not prohibit the Board from imposing requirements or conditions on receiving assistance or funding from the Authority. The Parties agree that any funds, services and assets made available by the Authority to any Party which are funded from revenues generated by the emergency telephone service charge imposed pursuant to §§29-11-102 and 29-11-102.5, C.R.S. will only be used in a manner consistent with §§29-11-100.5, et seq., C.R.S. Each Party further agrees to use any such funds, services and assets subject to any express written conditions of approval specified by the Authority Board of Directors, written policies in effect at the time of approval, and any written agreements entered into between the Authority and such Party.

VII. Annual Report.

After the completion of its annual audit, the Authority shall prepare and present to the Parties, a comprehensive Annual Report of the Authority's activities and finances during the preceding year.

VIII. Term and Termination.

This Second Restated IGA shall become effective upon execution by at least twenty-three (23) of the entities listed on the signature pages at the end of this Second Restated IGA, which represents at least three-fourths (3/4) of the parties to the First Restated IGA, as further described in the Recitals. This Second Restated IGA shall continue in full force and effect, subject to amendments, or until sooner terminated by a writing signed by at least three-fourths (3/4) of the Parties who directly operate a public safety answering point, as defined in §29-11-101(6.5), C.R.S.

Upon the termination of this Second Restated IGA the powers granted to the Authority, and exercised by its Board shall continue to the extent necessary to make an effective disposition of the assets of the Authority, and for the payment of any obligations of the Authority. All assets purchased with Authority funds and placed with a Party shall be transferred to such Party. All assets of the Authority held by the Authority for the common benefit of the Parties shall be disposed of and the proceeds distributed to the Parties which, as of the termination, will continue to operate a public safety answering point, in proportion to the number of emergency 911 calls received by such Parties for the calendar year prior to termination.

IX. Withdrawal of a Party.

The participation of a Party or Parties in this Second Restated IGA may be withdrawn 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. Upon withdrawal of the participation of a Party or Parties pursuant to this provision or for any other cause (other than by a termination of the Second Restated IGA), such Party or Parties shall forfeit all right, title, and interest in and to any assets of the Authority.

In the event any Party to this Second Restated IGA is dissolved or ceases to be a legal entity, such entity shall cease to be a Party on the date its legal status is changed, and such Party shall have no further right, title, or interest in any of the assets of the Authority.

X. Amendments to this Second Restated IGA.

This Second Restated IGA may be amended by the Parties from time to time, but any amendment shall be in writing and signed by at least three-fourths (3/4) of the Parties who directly operate a public safety answering point, as defined in §29-11-101(6.5), C.R.S.

XI. Liability of Directors.

The members of the Board, and its officers, shall not be personally liable for any acts performed or omitted in good faith. The Authority shall indemnify, defend, and hold harmless any member of the Board, officer and employee from and against claims or judgments of third parties, resulting from the acts or omissions of such person occurring during the performance of his duties and within the scope of his employment, except where such act or omission is willful and wanton. The Board may purchase insurance to provide liability and other coverages, as is deemed necessary or appropriate by the Board, for the Authority, the members of its Board, its officers and employees.

The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the Board and its officers.

The Parties, by executing this Second Restated IGA, do not waive any or all of the immunities, protections, rights, procedures, and limitations provided under the Colorado Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., or any other law.

XII. Severability Clause.

If any provision of this Second Restated IGA or the application hereof to any Party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Second Restated IGA which can be given effect without the invalid provision or application, and to this end the provisions of this Second Restated IGA are declared to be severable.

XIII. Execution in Counterparts

This Second Restated IGA may be signed by each Party separately, each of which shall be an original, but all of which, taken together, shall be deemed a full and complete agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Second Restated IGA, and to affix their seal hereon, on the dates set forth below.

**APPOINTING AUTHORITIES:**

COUNTY OF EL PASO

COUNTY OF TELLER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF COLORADO SPRINGS

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

**CITIES, TOWNS, MILITARY INSTALLATIONS AND SPECIAL DISTRICTS:**

CITY OF CRIPPLE CREEK

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FOUNTAIN

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF MANITOU SPRINGS

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF VICTOR

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF WOODLAND PARK

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF CALHAN

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF GREEN MOUNTAIN FALLS

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF MONUMENT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_



TOWN OF PALMER LAKE

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

BIG SANDY FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

BROADMOOR FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

CASCADE FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF RAMAH

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

BLACK FOREST FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

CALHAN FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

CIMARRON FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

COLORADO CENTRE METROPOLITAN DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

DONALD WESCOTT FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

EDISON FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

FALCON FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

DIVIDE FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

ELBERT FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

ELLICOTT FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

FLORISSANT FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

FOUR MILE FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

GREEN MOUNTAIN FALLS – CHIPITA PARK FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

HANOVER FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

MOUNTAIN COMMUNITIES FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHEAST TELLER COUNTY FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

PEYTON FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

SECURITY FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

SOUTHWEST HIGHWAY 115 FIRE PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

SOUTHERN TELLER COUNTY  
HEALTH SERVICES DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

TRI-COUNTY FIRE PROTECTION  
DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

UTE PASS REGIONAL HEALTH  
SERVICE DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

PETERSON AIR FORCE BASE

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

STRATMOOR HILLS FIRE  
PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

TRI-LAKES MONUMENT FIRE  
PROTECTION DISTRICT

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

FORT CARSON ARMY POST

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

U.S. AIR FORCE ACADEMY

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_