

**Notice of Special Meeting of the
Archuleta County Combined Dispatch
Dispatch Exploratory Subcommittee**

**Monday, August 19th, 2019
3:00pm – 5:00 pm**

MEETING LOCATION:

Pagosa Springs Town Hall
551 Hot Springs Blvd, Pagosa Springs, CO 8114
Meeting called by: Greg Schulte, Chairperson

MINUTES

I. Introductions

- a. Meeting called to order by Greg Schulte at 1502
- b. Present: Greg Schulte, Matt Mees, Kati Harr, Ron Beckman, Don Volger, John Thompson, Alvin Schaaf

II. ESInet cost increase information

- a. Mandatory ESInet migration discussed. Rollover date is October 2020 and there is a 280% increase in 911 costs. This cost increase may use up funds that could have potentially been utilized for other needs - new equipment, new facility, etc. For example, dispatch debt service sunsets in 2021 - last full payment is 2020 at \$57,000 and 2021 final payment is \$14,000. Rollover is occurring in tandem with facility lease end. Equipment costs for ESInet should be minimal - rack space and potential additional electrical needed. This information will be made available closer to the migration date. A grant (both federally and state funded) is potentially available to cover 40% of the non-recurring costs and reimburse the other 60% - the timeline for this reimbursement is also unknown at this time. The grant has been awarded, but there is no official agreement for Archuleta County in place yet.

III. IGA Revision Review and Finalization

- a. The latest version of the IGA incorporates comments received from Exploratory Committee members, as well as Town Mgr. Andrea Phillips, County Administrator Scott Wall, PMC CEO Rhonda Webb, County IT Gabe Cersonsky, and County Atty Todd Weaver. Not included are comments from outside legal counsel enlisted by Exec. Board to review. Policy questions will need to be addressed by Exec. Board. The Exploratory Comte will review this draft and updates will be compiled before next meeting. The version brought to the next meeting will be considered as final to bring to Exec Board.

IV. Further Revenue Sources Review and Discussion

- a. 911 Surcharge increase approval by PUC is based on need/justification and equipment needs. ESInet increase, as well as multiple other current needs (facility, equipment, training, etc) potentially present justification/need. Overview of updated Capital Replacement Plan and Dispatch Fund Balance graph - attached. Capital Replacement Plan will be updated accordingly after equipment assessment is completed and currently includes estimated costs of moving facilities. Information validates need for funds. Discussion of funding and its uses regarding additional emergency services equipment and considerations, as well as potential grant opportunities.
- b. Confirmation is needed from Exec Board that Exploratory Comte is not expected to recommend facility solutions.

V. Status of Dispatch Equipment Assessment RFP

- a. If assessment is approved by BOCC (presentation and vote scheduled for 8/20/19), timeline for receiving deliverables is approximately one month from on-site assessment. Assessment will be scheduled for mid to late September.
- b. SOW potentially to include recommendations for tiered equipment upgrade considerations. This assessment and recommendation will not include responder field equipment.

VI. Future Elections Calendar

- a. Presented for timing considerations for potential revenue sources if pursuing tax or mill levy options.

VII. Scheduling and location of next Subcommittee meeting

- a. **Monday, September 16th, 2019 at 1500hrs. Pagosa Fire Protection District Station 1, 191 N Pagosa Blvd, Pagosa Springs, CO 81147**

Meeting adjourned at approximately 1600hrs.

ESINet Presentation – 7/18/19

Overview

A tariff was filed by CenturyLink in 2017 (last tariff was in 2007) regarding change from legacy based analog/switch 911 system to IP based 911 system. (See attachment) This presentation covered benefits of IP based 911 and the issues with current technologies, implementation and support for PSAPS, statewide, and costs and cost assistance. The presentation was provided by the Public Utilities Commission (representative Daryl Branson), the Colorado 911 Resource Center (representative Monica Million), and CenturyLink (representative Wes Horn).

Issues/Benefits

Issues with current technology:

- Increased maintenance costs,
- Difficulty locating repair techs and parts to service,
- A 911 silo of analog in a world of IP based services,
- Constant upgrades needed to stay current
- Difficulty with NG911 and other future technology compatibility

Benefits:

- Transitional support from CenturyLink and PUC
- Elimination of ALI only outages
 - ALI/voice transmission is via single route
- Increased location confidence and information
 - Geospatial routing vs tower routing capability in near future
- Foundational capabilities for NG911 services
 - Call forwarding, text-to-911, imaging, direct contact with RP via OnStar and other like service providers
- Increased resiliency/diversity

Implementation and Support

- Implementation is mandatorily required by the State
- 13 month migration schedule – PSAPs will continue paying their existing fees until switchover date
- Archuleta County Combined go-live date is *10/1/2020*
- PUC, Colorado Resource 911 Center and CenturyLink are all available to provide
 - Clarification to PSAPs as needed,
 - Presentations to public/user agencies/governing bodies,
 - Resources regarding funding and transition
- 911 Advisory Task Force has Legislative Comte currently working to increase 911 surcharge cap (last updated in 1990) and create supplemental statewide surcharge (potential projected

implementation, if passed, October 2020) in order to provide additional funds to 911 Centers across the State.

Cost and Cost Assistance

- 5.9 million cost Statewide
 - 3 million increase
- Pricing Models:
 - Current = number of records in 911 database
 - Does not reflect cell phone users, VOIP, etc
 - ESINet = number of concurrent sessions (911 trunked lines) per PSAP
 - Archuleta County Combined Dispatch Center has 4 concurrent sessions
- Recurring Fees (Monthly)*:
 - Current 911 Bill = \$825.55/mo
 - ESINet Bill = \$3,008.88/mo (\$752.22 per trunk, per month)
 - *These numbers do not include cost of admin lines or monthly fee to WestTel – that is an additional ~\$1,400.
- Non-Recurring Fees
 - \$9,447.80
 - \$1,526.55 per trunk (plus up to 10 hours of managing fees per trunk at \$83.54/hr – this number may decrease but will not increase.)
- Cost Assistance
 - Potential Federal Grant will reimburse 60% of Non-Recurring Fees + 1st 6 months of Recurring Fees
 - PUC Grant will provide the other 40% funding for Non-Recurring Fees + first 6 months of Recurring Fees
 - Total Cost of Non-Recurring + 6 months Recurring = \$24,159.48
 - PUC Grant of 40% = \$9,663.79
 - Federal Grant Reimbursement (Out of Pocket Cost in October 2020) = **\$14,495.69**
 - Federal Grant
 - Not a guarantee
 - PUC funds will most likely be made available if the Federal Grant does not go through
 - If Federal Grant does not go through, then Out of Pocket Cost in October 2020 = **\$9,115.08**
 - Other options:
 - 911 Surcharge Increase – approval is based on justification and need
 - Public Safety Charge Increases in Community
 - Lift ticket fee, sales tax, etc
 - Consolidation?

**INTERGOVERNMENTAL AGREEMENT FOR CONSOLIDATION OF EMERGENCY COMMUNICATIONS FOR
ARCHULETA COUNTY, TOWN OF PAGOSA SPRINGS, UPPER SAN JUAN HEALTH SERVICE DISTRICT AND
PAGOSA FIRE PROTECTION DISTRICT**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is dated _____ day of _____, 2019, by and between the Board of County Commissioners of Archuleta County, Colorado (“County”), the Town of Pagosa Springs, Colorado (“Town”), the Upper San Juan Health Service District (“Hospital/EMS District”), and Pagosa Fire Protection District (“Fire Protection District”) (collectively, the “Parties”).

RECITALS

WHEREAS, section 29-1-203, C.R.S authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so; and

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S encourage and authorize intergovernmental agreements, and

WHEREAS, the County had provided dispatch services for the Archuleta County community for many years; and

WHEREAS, as the community has grown there have been more calls for service; and

WHEREAS, the above four (4) governmental entities rely on effective emergency dispatching; and

WHEREAS, in 2009 the Parties entered into an Intergovernmental Agreement (IGA) to collaboratively manage and fund emergency dispatch services; and

WHEREAS, the Parties agree that, as time has gone by, it is timely to revisit and revise the IGA governing the operation and management of emergency dispatch services.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, hereby agree as follows:

- 1.1 Pursuant to the provisions of Section 29-1-203, C.R.S, the Parties hereto agree to continue to cooperate in the provision and funding of emergency communication services in Archuleta County Colorado.
- 1.2 The Parties agree that, by execution of the Agreement, they proportionally shall continue to be responsible for the financing, directing, and utilizing of consolidated emergency communications.
- 1.3 By entering into this revised Agreement, none of the Parties shall be responsible for liability incurred as a result of any other Party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of Colorado law. This paragraph is intended to define the liabilities between the Parties hereto and is not intended to modify, in any way, the

Parties' liabilities as governed by federal, state, local, or common law. The Parties and their "public employees and officials" do not waive sovereign immunity, do not waive and defense, and do not waive any limitation of liability pursuant to law.

- 1.4 The area to which the consolidated emergency communications services shall be supplied is Archuleta County, Colorado, including the Town of Pagosa Springs and service areas for the Parties to this agreement.
- 1.5 The principal place of business of the Communications Center is currently located at 56 Talisman Drive, Suite #4 in Pagosa Springs. Future locations of the Communications Center shall be established by the Executive Management Board.

ARTICLE II. GOVERNANCE

2.1 The Executive Management Board shall consist of the following members; provided, however, that in the event a Party terminates its participation in this Agreement pursuant to Section 10 of this Agreement, the size of the Executive Management Board shall be reduced by the two (2) members representing the terminating Party.

The members are as follows:

- A. the Consolidated Emergency Communications Manager (ex officio without vote);
- B. the County Administrator;
- C. the County Sheriff;
- D. the Town Manager;
- E. the Town Police Chief
- F. a member selected by the Board of Directors of the Health Service District;
- G. the EMS Operations Manager or designee from EMS;
- H. a member selected by the Board of Directors of the Fire Protection District; and
- I. the District Fire Chief.

2.2 The Health Service District and the Fire Protection District shall select its representative from its respective governing body pursuant to its own rules of procedure.

2.3 The term of office for members of the Board shall be indefinite. The Health Service District and Fire Protection District members of the Executive Management Board shall serve at the pleasure of the entity that appointed them, and they may be replaced at any time, with or without cause, by formal actions of their appointing entity. All members shall serve until their successor has been appointed and formally taken office.

2.4 In the event of the death or resignation of a member of the Executive Management Board, the position shall be deemed "vacated", and the entity that appointed the member shall thereupon appoint a new member to replace the vacated position.

2.5 The Consolidated Emergency Communications Manager (hereinafter "Manager") shall call and notice any and all meetings of the Executive Management Board. He/she shall also

establish meeting agendas. The designated posting location, regular Executive Management Board meeting dates and times shall be adopted annually as specified by state statute. The Executive Management Board shall elect a new Chairperson annually, who shall be a voting member of the Executive Management Board. A Chairperson may serve 2 consecutive terms if is the majority pleasure of the Board but, generally, the Chairperson position shall rotate equally among the Parties.

- A. Regular meetings of the Board shall be conducted at the meeting place indicated in the annual statement of meeting location and times, as required by Colorado state statute. If it is considered desirable, other meeting locations maybe used subject to the proper noticing procedures pursuant to Colorado state statutes.
- B. A quorum for the purposes of adhering to the Colorado Open Meeting Laws shall be three (3) members of the Board, including the Consolidated Emergency Communications Manager. A quorum for the purposes of conducting business and making decisions by the Board shall be five (5) members of the Board, NOT including the Consolidated Emergency Communications Manager. If less than a quorum is present, the Directors present may adjourn the meeting from time to time, provided further, that the Manager shall notify any absent Directors of the time and place of such adjourned meeting.
- C. Special meetings of the Board may be called by the Manager or the Chairperson and it shall thereupon be the duty of the Manager to cause notice of such meeting to be given as hereinafter provided. Special meetings of the Board shall be held at such time and place as shall be fixed by the Manager or Chairperson calling the meeting.
- D. Written notice of any special meeting of the Board shall be delivered to each Member and each Party not less than 24 hours before the date fixed for each meeting, either personally, by facsimile, by e-mail, or by phone, by or at the direction of the Manager, or upon the Manager's default, by the Chairperson calling the meeting- and shall be publicly noticed per Colorado Open Meetings Law.
- ~~D.E.~~
- E.F. Whenever notice is required to be given to any Member under the provisions of law of this Agreement, a waiver thereof in writing by such Member, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Member at any meeting of the Board shall constitute a waiver by such Member of notice of such meeting, except when such Member attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.
- G. Each Executive Management Board, or his/her established proxy, member shall have one vote, except for the Manager, who will serve ex officio without vote. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present. An affirmative majority vote of no less than five members will be required for approval of any measure.
- F.H. The Manager is designated as the Secretary for the Executive Management Board and shall take minutes of all regular and special meetings. The minutes shall be reviewed and approved by the Executive Management Board at the next regular meeting, or as soon as practical.

ARTICLE III.

DUTIES AND RESPONSIBILITIES OF THE EXECUTIVE MANAGEMENT BOARD

- 3.1 General policies and procedures of the Consolidated Emergency Communications Center shall be adopted and approved by the Executive Management Board.
- 3.2 The Executive Management Board shall interview and extend employment to the Consolidated Emergency Communications Manager in the event of a vacancy in the position. For purposes of payroll and employment procedures, the Manager shall be an employee of the County. The Executive Management Board, however, shall be the Manager's supervisor for performance evaluation, disciplinary, termination, and appeal purposes. The Chairperson shall serve as the liaison to carry out disciplinary actions and personnel matters on behalf of and consultation with the Executive Management Board.
- 3.3 The duties and responsibilities of the Executive Management Board shall include:
- A. Governing the business and affairs of the Communications Center;
 - B. Ensuring the ~~Communications~~ Manager demonstrates effective control over the supervision, operation, and development of the Communications Center;
 - C. Electing from its membership a Chair who will serve a term as the Board may determine to be appropriate;
 - D. Meetings quarterly or more often as may be necessary;
 - E. Reviewing and approving the annual budget submitted to the appropriate County Budget authorities; and
 - F. Ensuring conformance with applicable law and established procedures.

ARTICLE IV. POWERS OF THE EXECUTIVE MANAGEMENT BOARD

- 4.1 The Executive Management Board shall establish and oversee the Consolidated Emergency Communications Center to provide emergency and law enforcement communications for the County, the Town, the Hospital/EMS District, and the Fire Protection District.
- 4.2 The Executive Management Board shall have the authorization to implement policies, rules and regulations, and bylaws as the Board deems necessary to provide services under this agreement.
- 4.3 The Executive Management Board shall pay for equipment, software, installation of equipment and software, maintenance agreements, and related services by way of a lease, purchase or lease-purchase subject to the provisions of the County's Procurement Policy.

4.4 The Executive Management Board shall administer the funds provided for 911 services as prescribed in C.R.S 29-11-104.

4.5 In addition, the Executive Management Board may perform any other act as may be necessary to provide effective and efficient emergency and law enforcement communications; including, but not limited to, contracting with equipment vendors and service suppliers for the purpose of obtaining the benefit of technological developments which the Executive Management Board deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder. All purchases and contracts are to be conducted pursuant to the County's Procurement Policy.

4.6 The Executive Management Board may recommend to the Parties entering into contracts with other governmental public safety agencies to provide communication services at a cost to be determined by the Executive Management Board. [TW1] ?????

4.7 The Executive Management Board shall conduct its business and affairs for the benefit of the Communications Center and the people it serves, including residents, property owners and visitors.

ARTICLE V. BUDGET AND OPERATING COSTS

5.1 The annual budget of the Consolidated Emergency Communications Center shall be developed by the [Consolidated Emergency Communications](#) Manager no later than September 15th of the previous year. Such budget shall be distributed to the Executive Management Board, and each Board member shall be responsible for notifying his/her respective governing body no later than October 15th. Any and all comments from the governing bodies shall be received by the Executive Management Board no later than October 31st. The Executive Management Board shall consider the comments and recommend to the County the final budget for the Center no later than December 15th. It shall become effective upon adoption by the Board of County [ComissionersCommissioners](#).

5.2 Notwithstanding the process outlined above, the Archuleta County Board of County Commissioners shall have the authority, as outlined in the Colorado Revised Statutes, to direct the expenditures of all funds received by the County from the E-911 surcharge on telephone services provided within the jurisdictional limits of the County to the Executive Management Board, which shall administer the fund as prescribed in C.R.S. 29-11-104.

ARTICLE VI. OPERATING EQUIPMENT AND ACCESS TO COMMUNICATIONS SYSTEMS

6.1 All of the Consolidated Emergency Communications Center equipment presently installed and subsequently installed in the Center's facility, or other future location, shall remain in the facility, should any of the Parties to this Agreement choose to cease its participation in the Center.

6.2 Each entity shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the Center and shall be considered foremost based upon interoperability.

6.3 The Center shall pay all costs of the communications center NCIC line. The costs of any additional lines and the cost of any future upgrades and line changes will be negotiated with the State of Colorado, but the final decision shall be made by the Executive Management Board.

6.4 Any major change to the records system shall be approved by all Parties to the Agreement. If a major change to the records system will benefit all Parties, payment for that upgrade shall be divided among the using agencies based upon the number of service calls for each agency during the previous year. If a major change will benefit only one agency, that agency shall be responsible for the cost of the upgrade.

6.5 The County shall maintain the Computer Aided Dispatch (CAD) software for the computer at the Center, and the County will be the contact agency with the software company. The County shall have full and final authority concerning all security issues for the CAD at the center. The County shall be responsible for maintaining all updates and changes. The County's Information Technology (I.T.) staff shall assist the ~~Communications~~ Manager and Executive Management Board with all major end-user application system updates and changes.

6.6 The County shall have the responsibility of maintaining security of all files for the Parties. If any Party ceases its participation in this agreement, the County shall continue to maintain the records portion of the system on the County's computer for the remaining Parties.

6.7 The County shall be responsible for system maintenance on the ~~servers~~[TW2]. Each Party shall be responsible for maintenance and replacement of its own equipment ~~within the agency.~~ Each Party is responsible for maintenance and replacement of in-building wiring within the Party's own facilities. The ~~Manager County's I.T. Department~~ shall be the contact with the supplier for maintenance of all telephone lines involved in the records system, and the ~~Manager County's I.T. Department~~ shall be responsible for contacting the appropriate supplier for repairs or installations of telephone lines, including wireless applications. The County I.T. Department shall be available for additional assistance regarding telephone lines and wireless applications, as needed.

**ARTICLE VII.
FUNDS AND OPERATIONS**

7.1 The County shall be the administering agency and the fiscal agent for the Center. As the fiscal agent, the County shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Executive Management Board. The County Finance Director shall provide at minimum, quarterly updates to the EMB regarding the financial status (expenditures and revenues, by line item and fund balance) of the Center.

7.2 The funds for the Center shall be held in trust in ~~one Fund~~ one fund and shall not be comingled with the funds of any of the Parties to this Agreement. All funds received pursuant to C.R.S. 29-11-100.5, et seq. shall be utilized and maintained as set out in those statutes.

7.3 The County may invest the funds only in accordance with any applicable laws of the State of Colorado governing the investment of public funds.

7.4 No Party to this Agreement shall have any liability to pay for any debt or other obligations incurred by the Executive Management Board, unless there is a unanimous specific undertaking to do so in writing, accompanied by an appropriation that has been approved by the Board of County Commissioners.

~~7.65~~ Each Party may pay its respective share of the Communications Center's operating costs, pursuant to the Fair Share Formula described in Appendix A, quarterly each year. The County shall provide all Center employee benefits, ~~the dispatch system,~~ human resources assistance, payroll, accounting, and Information Technology support, and any ~~accounting~~ services necessary for the Center that the County is willing and able to provide. The cost for services shall be calculated pursuant to the County's annual Cost Allocation Plan and budgeted in the Dispatch annual budget.

~~7.76~~ The Executive Management Board shall determine a fair share funding formula annually prior to September 15th for budget planning purposes for the following year. The governing body for each Party to this Agreement shall approve the funding allocation annually. The Fair Share Funding Formula is defined in Appendix A.

~~7.87~~ Any additional funding for Center equipment, personnel, facility relocation or purchase or construction (i.e., grants, donor gifts, mil levy or property tax increase equivalents, etc.) shall not cause any decrease to a Member's contribution(s) below the amount specified in Appendix A paragraph 7.5 ~~[TW3]~~ of this Agreement. Said monies will be required to be deposited in the County ~~General Fund~~ dedicated for Disptach. Any costs for any advertising or public information campaigns for aforementioned mil levy, or the like, above and beyond those limits will be split equally between the Members after approval by their respective Boards.

**ARTICLE VIII.
BOOKS AND RECORDS**

8.1 The County shall maintain adequate and correct accounts of the funds earmarked for activities under this Agreement, properties and business transactions. The accounts shall be open to inspection at any reasonable time by the Parties hereto, their accountants or their agents. The County shall cause an annual audit to be conducted by an independent certified public accountant licensed by the State of Colorado. The Center shall file a copy of said audit with each of the Parties.

8.2 Within ninety (90) days after the end of each calendar year, the [Communications](#) Manager shall prepare and present to the Parties a comprehensive annual report of the Board's activities from the preceding year.

8.3 The [Communications](#)-Manager shall present a monthly financial statement and any other such reports as may be required by law or requested by the Board.

**ARTICLE IX.
EMERGENCY COMMUNICATIONS ADVISORY COMMITTEE**

9.1 An Emergency Communications Advisory Committee shall be established to assist the [Communications](#)-Manager in the development and implementation of policies and procedures for the Communications Center. Its charge is to:

- A. Assist the [Communications](#)-Manager with reviewing and improving the Consolidated Emergency Communications system.
- B. Formulate specific projects and objectives with timelines to present to the [Communications](#) Manager and Executive Management Board.
- C. Represent the collective voice of all communications users within the center.
- D. Serve as an Advisory Committee to [Communications-the](#) Manager and Executive Management Board in matters pertaining to policies, procedures, and equipment purchases.
- E. If possible, to assist the Executive Management Board in any other manner requested.

9.2 The Executive Management Board shall establish the initial bylaws governing operation of the Advisory Committee and said bylaws shall be reviewed and amended, as necessary, by request of the [Communications](#)-Manager and Advisory Committee after appointment of the [Communications](#)-Manager and Advisory Committee Members.

**ARTICLE X.
TERMINATION OF AGREEMENT**

10.1 This Agreement shall continue in full force and effect, subject to amendments, until a majority of the Parties have terminated their participation in this Agreement pursuant to paragraph 10.2 of this Agreement.

10.2 Any Party's participation in the Agreement may be terminated by written notice from such Party to the remaining Parties and Executive Management Board at least ninety (90) days prior to the effective date of the notice; provided, however, that all equipment shall remain in the Communications Center pursuant to paragraph 6 of this Agreement, and no funds shall be refunded to the withdrawing Party.

10.3 Upon termination of this Agreement by a majority of the Parties to this Agreement, the powers granted to the Executive Management Board under this Agreement shall continue to the extent necessary to make an effective disposition of the property.

10.4 Upon termination of this Agreement by a majority of the Parties, the property at the Communications Center shall remain the County's. If the Executive Management Board has purchased personal property, such personal property shall be divided by the Board among the member entities remaining at the time of termination in proportion to the percentage of each member's contribution as set out in paragraph 7.5 of this Agreement. If a member has withdrawn prior to the final termination of this Agreement, prior to calculating the final distribution of personal property, the withdrawn member's percentage of contribution shall be divided among the members remaining at final distribution, in proportion to the percentage of each remaining member's contribution set out in paragraph 7.5. Question about this section.

10.5 Upon termination of this Agreement, any surplus of money shall be returned to entities that were Parties to this Agreement at the time of termination in proportion to the contributions made.

ARTICLE XI. AMENDMENT

11.1 This Agreement may be amended by the Parties from time to time, but any amendment shall be in writing and approved and executed by all of the then Parties thereto, prior to the amendment becoming effective.

ARTICLE XII. LIABILITY OF BOARD OF DIRECTORS AND OFFICERS

12.1 The members of the Executive Management Board, whether or not then in office and his/her personal representatives shall be indemnified by the Board against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any

action, suit or proceeding arising out of an act of omission of such person during the performance of such person's duties and within the scope of such person's appointment, except in relation to matters as to which such person shall be finally adjudged in such action, suit or proceeding. Such costs and expenses shall include amounts reasonably paid in settlement for the purpose of curtailing the cost of litigation, but only if the Board is advised in writing by opinion of the Party's legal counsel that the foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

12.2 Each Party hereto shall maintain liability insurance for its respective members of the Board.

**ARTICLE XIII.
LAW AND SEVERABILITY**

13.1 The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.

**ARTICLE XIV.
SUPERSEDES ALL PRIOR AGREEMENTS AND BINDING EFFECT**

14.1 This Agreement supersedes all prior agreements, written or oral, between the Parties for emergency dispatch services.

14.2 This writing constitutes the entire agreement between the Parties and shall be binding upon said parties, their officers, employee, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the said Parties.

**ARTICLE XV.
PAYMENTS SUBJECT TO ANNUAL APPROPRIATION**

15.1 All payments due hereunder are subject to annual appropriations by the Party from which payment is due, so as to avoid creation of a multiple fiscal year financial obligation without voter approval in violation of TABOR (Article X, Section 20 of the Colorado Constitution). In the event ~~of~~ the Parties fail to appropriate such payments through such Party's budget approval process prior to the calendar year in which such payment is due, the Agreement shall terminate as [to](#) that Party as of January 1 of the year in which such payment is due.

ARTICLE XVI.

EFFECTIVE DATE

16.1 This Agreement shall be in full force and effect upon execution of this Agreement by all of the Parties.

**ARTICLE XVII.
EXECUTION IN COUNTERPARTS**

17.1 This Agreement may be executed in multiple counterparts which shall be effective as if all signatures were affixed to one original document.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

|

**BOARD OF COUNTY COMMISSIONERS
OF ARCHULETA COUNTY, COLORADO**

By: _____
Chairman

Date: _____

Approved as to form:

Attorney for Archuleta County

Attest:

County Clerk

|

TOWN OF PAGOSA SPRINGS

By: _____
Chairman

Date: _____

Approved as to form:

Attorney for the Town of Pagosa Springs

Attest:

Town Clerk

UPPER SAN JUAN HEALTH SERVICE DISTRICT

By: _____
(Title)

Date: _____

Approved as to form:

Attorney for the Upper San Juan Health
Service District

Attest:

(Title)

PAGOSA FIRE PROTECTION DISTRICT

By: _____
Chairman

Date: _____

Approved as to form:

Attorney for the Pagosa Fire Protection
District

Attest:

District Secretary

APPENDIX A:

The Fair Share contribution by each member Party is calculated as follows:

- Each member's fair share contribution is based upon the average of the most immediate prior 3 full years number of "Calls for Service" for that particular member.
- The financial contribution by each member for the next fiscal year is in the same percentage as the 3 years average of number of Calls for Service. The percentage is rounded to the nearest full percentage.
- The Calls for Service for non-member agencies (State Patrol, Forest Service, Department of Parks & WildlifeWildlife, etc.) are not included in the Calls for Service calculation.

Example:

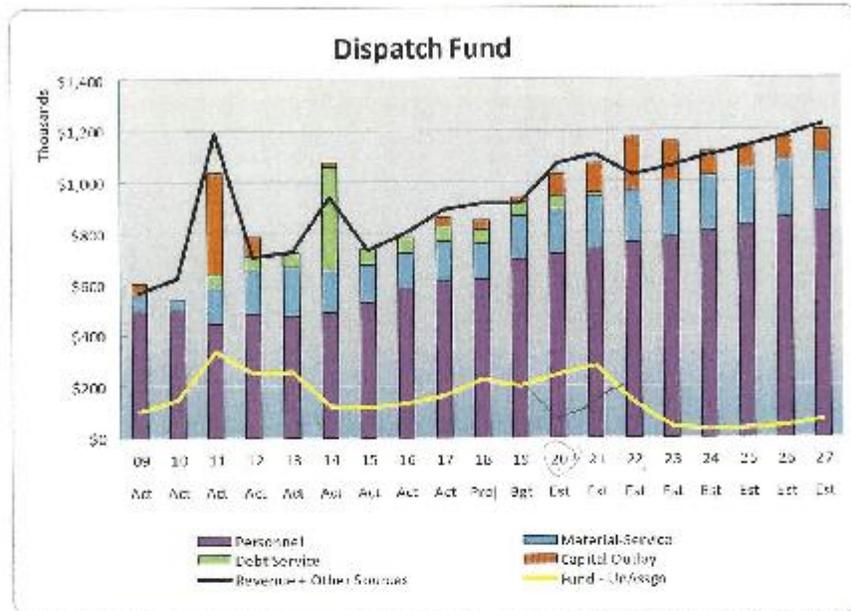
If the most immediate 3 full years Calls for Service average for Archuleta County were:

2018 = 53% of all Calls for Service

2017 = 51% of all Calls for Service

2016 = 56% of all Calls for Service

The fair share ~~contribution~~contribution for 2019 for Archuleta County would be the average of the prior 3 years, which equals 53.3% or 53%. If the overall expense budget to be allocated to all partners was \$800,000, then Archuleta County's share would be 53% or \$424,000.



Expense Assumptions:

- Added to Personnel Costs: 2% COLA and contingency for increase in Medical Insurance.
- Added to Operating Costs (in excess of CPI 2% assumed for all funds/departments) as follows:
 - 2020 Only: \$18,500 for 2 categories - Telephone (\$16,000) and Training (\$2,400)
 - 2021 Onwards: \$26,615/year: Telephone (MRC)
- Added to Capital Costs: An *entirely* new schedule, costing \$1,015,644 by 2030. Includes new equipment (cost spread over 10 years) and an estimate for new space (cost spread over 4 years).
- NOT Added at this time: Other Personnel Costs requested in 2020 budget package.

Variance from Standard Revenue Assumptions:

- Revenues from participating jurisdictions must increase 3.5% per year, through 2027.
- Transfers from the General Fund, must also increase 3.5% per year, through 2027.
- An additional \$120,000 must be contributed in 2020 and another \$120,000 in 2021, split between the participating jurisdictions and the County. Then "anticipated" split is about:
 - \$129,600 - County
 - \$72,000 - Town
 - \$28,800 - USJHSD
 - \$9,600 - PHPD

Other Noteworthy Changes:

- Existing debt will be fully paid off in 2021.

Issues:

- E911 surcharges are flat in 2020, then increasing at 3.5% year. Is this realistic?
- The projected fund balance does not supply sufficient working capital starting in 2023. Participating jurisdictions "might" need to prepay their contributions in that year.



ARCHULETA COUNTY

2020 General Election- Important Dates

Event	Date
Deadline for Political Subdivisions to notify County Clerk of intent to participate 1-7-116(5) 1-1-106(5)	Friday, July 24 th (at least 100 days before election)
Deadline to Sign IGA's 1-7-116(2)	Tuesday, August 25 th August 18 th (BoCC Meeting)
Last day for the DEO to certify the ballot content to the County Clerk 1-5-203(3)(a)	Friday, September 4 th (no later than 60 days before the election)
Last day to file Pro/Con statements with the DEO to be included in the Ballot Issue Notice (TABOR) Art.X, Sect. 20(3)(b)(v) 1-7-901(4)	Friday, September 18 th (by noon the Friday before the 45 th day before the election)
Deadline to send mail ballots to military and overseas electors 1-8.3-110(1) Rule 16	Saturday, September 19 th
Last day DEO to deliver ballot issue notices to the County Clerk (TABOR) 1-7.5-107(2.7)	Monday, September 21 st (no later than 43 days before the election)
Last day to mail notice of election for ballot issue Art. X, Sect. 20(3)(b) 1-1-106(5)	Friday, October 2 nd (at least 30 days before election)
First day a County MUST be able to issue a mail ballot to a voter who requests one in person at the County Clerk's Office 1-7.5-107(2.7)	Friday, October 2 nd (no later than 32 days before election)
First day mail ballots may be sent to voters	Monday, October 9 th
Last day for the CEO to publish notice of the General Election 1-5-205(1)(a)-(d)	Wednesday, October 14 th We will publish on Thursday, October 8 th in the Pagosa Sun (no later than 20 days before the election)



ARCHULETA COUNTY

2020 General Election- Important Dates

Event	Date
First day Voter Service and Polling Centers must be open	Monday, October 19 th <small>(Beginning at least 15 days before and continuing through election day, except Sundays)</small>
Election Day Coordinated Election Polls open 7:00 AM to 7:00 PM	Tuesday, November 3 rd
Deadline for County Clerk to send missing signature, signature verification, and missing ID letters for mail and provisional ballots	Thursday, November 5 th
Last day for ballots cast by military and overseas electors to be received by the County Clerk	Thursday, November 12 th
Last day for an elector to cure signature discrepancy or missing signatures, or to provide missing ID	Thursday, November 12 th
Last day for verification and counting of provisional ballots	Thursday, November 12 th
County must finish tabulating all ballots cast by voters	Thursday, November 12 th
Last day to complete the canvass and submit official abstract of votes cast	Wednesday, November 25 th

MAY 5, 2020 REGULAR MAIL BALLOT ELECTION CALENDAR

DATE	ACTION	AUTHORITY
January or February Board Meeting	Board adopts Election Resolution calling the regular mail ballot election, appointing Designated Election Official, approving any ballot question(s) or ballot issue(s) to be submitted to the electors, if any, and determining other matters.	
1-1-20	Earliest day Self-Nomination and Acceptance forms can be filed with the Designated Election Official or, if none has been designated, with the presiding officer or the Secretary of the Board of Directors (no earlier than January 1 st and no later than the normal close of business on the 67 th day before the election).	1-13.5-303(1) 1-13.5-303(4)
1-27-20	First day to be able to publish call for nominations between 100 days and 75 days before a regular special district election. The call shall state the special district director offices to be voted upon, where a Self-Nomination and Acceptance form may be obtained, the deadline for submitting the Self-Nomination and Acceptance form to the Designated Election Official, and information on obtaining an absentee ballot.	1-13.5-501(1)
2-20-20	Last day to publish call for nominations.	1-13.5-501(1)

2-28-20	<p>Last day Self-Nomination and Acceptance forms must be filed with the Designated Election Official or, if none has been designated, with the presiding officer or the Secretary of the Board of Directors (no earlier than January 1st and no later than the normal close of business on the 67th day before the election).</p> <p>FCPA NOTE: If the Self-Nomination and Acceptance form or the Affidavit of Intent to be a Write-in Candidate contains a statement substantially stating “I will not, in my campaign for this office, receive contributions or make expenditures exceeding two hundred dollars (\$200) in the aggregate during the election cycle, however, if I do so, I will thereafter register and file all disclosure reports required under the Fair Campaign</p>	<p>1-13.5-303(1) 1-13.5-303(4)</p> <p>1-45-108(1)(c)</p> <p>Article XXVIII, Section 2(2) of the Colorado Constitution</p> <p>Secretary of</p>
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MAY 5, 2020 REGULAR MAIL BALLOT ELECTION CALENDAR

DATE	ACTION	AUTHORITY
	Practices Act”, then no disclosure reports are required to be filed unless and until the two hundred dollar (\$200) threshold has been met.	State Rule 16.4.1 of the Rules Concerning Campaign and Political Finance
3-2-20	Last day to file Affidavits of Intent to be a Write-in Candidate with Designated Election Official (not later than 64 days before the election).	1-13.5-305

<p>3-3-20</p>	<p>Designated Election Official, if instructed by resolution of the Board, may cancel election if there are no more candidates, including write-in candidates, than positions to be filled, and there are no ballot issues or ballot questions, and declare the candidates elected (at the close of business on the 63rd day before the election or anytime thereafter). If the electors are to consider the election of persons to office and any ballot issue or ballot question, the governing body may by resolution withdraw the ballot issues/questions and cancel the election at any time prior to the election, if there are no more candidates, including write-in candidates, than positions to be filled. No election may be cancelled in part. Notice of cancellation of the election must be published. The Notice must be posted in the office of the Designated Election Official and in the office of the County Clerk and Recorder. A copy of the Notice shall be filed with the Division of Local Government. Designated Election Official shall notify the candidates that the election was cancelled and that they were elected by acclamation.</p> <p>SPECIAL NOTE: If the election is cancelled, the term of office of the persons declared elected shall commence at the next meeting of the Board of Directors of the special district <i>following the date of the election</i>, but no later than thirty (30) days <i>following the date of the election</i> and upon the signing of an oath and posting of a bond.</p>	<p>1-13.5-513(1) 1-13.5-513(3) 1-13.5-513(6)</p> <p>1-13.5-112(2)</p>
<p>3-6-20</p>	<p>Certify ballot content (no later than 60 days before the election). Every ballot shall contain the names</p>	<p>1-13.5-511</p>

<p>MAY 5, 2020 REGULAR MAIL BALLOT ELECTION CALENDAR</p>		
<p>DATE</p>	<p>ACTION</p>	<p>AUTHORITY</p>

	<p>of all duly nominated candidates for the offices to be voted for at the election. The arrangement of the names shall be established by lot at any time prior to the certification of the ballot. The Designated Election Official shall notify the candidates of the time and place of the lot drawing for the ballot. The drawing shall be performed by the Designated Election Official or a designee. If any ballot issue(s) or question(s) will be included on the ballot, they must follow the list of candidates and be placed in the following order: measures to increase taxes; measures to increase debt; then other referred measures, including measures to retain revenues in excess of District’s fiscal year spending limit and term limit waiver.</p>	<p>1-13.5-902(2) 1-13.5-902(7)</p>
<p>3-6-20</p>	<p>FCPA NOTE: Each candidate or the Designated Election Official shall file with the Secretary of State a copy of such candidate’s Self-Nomination and Acceptance forms or Affidavits of Intent to be a Write-In Candidate, no later than 60 days before the election. If the Self-Nomination and Acceptance form contains a statement that the candidate is familiar with the provisions of the Fair Campaign Practices Act, then no filing of a “Candidate Affidavit” under the Fair Campaign Practices Act is required.</p> <p>FCPA NOTE: A candidate who does not accept contributions but who expends money for campaign purposes shall not be required to form a Candidate Committee, but shall be required to file disclosure reports for the reporting periods during which the expenditures are made.</p> <p>FCPA NOTE: Candidate Committees shall register with the Secretary of State before accepting or making any contributions. Issue Committees shall register with the Secretary of State within 10 calendar days of accepting or making contributions or expenditures in excess of \$200 to support or oppose any ballot issue or ballot question.</p>	<p>1-45-108(3) 1-45-108(3.3) 1-45-110(1)</p> <p>Article XXVIII, Section 2(10), Colorado Constitution</p> <p>Secretary of State Rules 2.1 and 16.1 of the Rules Concerning Campaign and Political Finance</p>
<p>3-11-20</p>	<p>Designated Election Official must have on file at the principal office of the special district or Designated</p>	<p>1-13.5-1104(1)</p>

MAY 8, 2018 REGULAR MAIL BALLOT ELECTION CALENDAR		
DATE	ACTION	AUTHORITY
	<p>Election Official a plan for the conduct of the mail ballot election (no later than 55 days prior to the election).</p> <p>SPECIAL NOTE: Pursuant to Section 1-13.5111(2), all regular elections that will include a TABOR ballot issue must be conducted as a mail ballot election. Such election cannot be conducted as a polling place election.</p>	
3-20-20	<p>Written comments for and against the TABOR ballot issue(s) must be received by the Designated Election Official (45 days before the election). (Comments must be filed by the end of the business day on the Friday before the 45th day before the election).</p>	<p>1-13.5-503(1) 1-7-901(4)</p> <p>Article X, Section 20, Colorado Constitution</p>
3-20-20	<p>Designated Election Official shall mail ballots to those eligible electors who reside within the District and who have applied and are designated as a “covered voter” under the Uniform and Overseas Citizens Absentee Voting Act (UOCAVA) (not later than 45 days before the election).</p>	<p>1-13.5-1103(4) 1-8.3-103(1)(d) 1-8.3-110(1)</p>
3-23-20	<p>Earliest date to hold a class of instruction concerning the tasks of an election judge (not more than 45 days prior to the election).</p>	<p>1-13.5-408</p>
3-26-20	<p>Last day for the Designated Election Official to order the voter registration and property owners lists (no later than 40 days prior to election).</p> <p>Designated Election Officials of overlapping political subdivisions conducting an election shall confer concerning the preparation of the notice required by TABOR (“TABOR Notice”) (no later than 40 days prior to the election). Such political subdivisions shall enter into an intergovernmental agreement for the preparation and mailing of the TABOR Notice.</p>	<p>1-13.5-203(1) 1-13.5-204(1) 1-13.5-204(2) 1-13.5-1105(2)(a)</p> <p>1-13.5-503(1) 1-7-905(2) 1-7-906(3)</p>

4-3-20	Last day for County Clerk and Recorder to certify initial list of registered voters and County Assessor to certify initial list of property owners (no later than 30 days prior to election). NOTE: These lists should be requested to be received prior to this	1-13.5-203(1)(a) 1-13.5-204(2) 1-13.5-1105 (2)(a)
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MAY 8, 2018 REGULAR MAIL BALLOT ELECTION CALENDAR		
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DATE	ACTION	AUTHORITY
	<p>date since the TABOR Notice must also be mailed this date.</p> <p>Designated Election Official shall have available printed ballots (at least 30 days prior to election).</p> <p>Mail TABOR Notice to each household where an active registered elector of the District resides (at least 30 days before the election).</p>	<p>1-13.5-902(1)(a)</p> <p>Article X, Section 20(3)(b), Colorado Constitution</p>
4-13-20	Designated Election Official may begin mailing to each eligible elector, who is an active registered elector, a mail ballot package, including property owners who are active registered electors, but may not reside within the District. Mail ballots shall be made available at the office of the Designated Election Official, or the office designated in the mail ballot plan, for eligible electors who are not listed on the voter registration or property owners lists, but who are authorized to vote (not sooner than 22 days prior to election).	<p>1-13.5-1105 (4)(a) 1-13.5-1105 (4)(d)</p>
4-14-20	FCPA NOTE: File Candidate Committee or Issues Committee Report of Contributions and Expenditures pursuant to the Fair Campaign Practices Act with the Secretary of State (21 st day before the election).	<p>1-45-108 (2)(a)(II)</p>

<p>4-15-20</p>	<p>Last day to publish Notice of the election once (at least 20 days before the election). Post Notice in the office of the Designated Election Official. Mail a copy of the Notice to the County Clerk and Recorder of each county in which the special district is located.</p> <p>DEBT OR OTHER FINANCIAL OBLIGATION election. Post notice of additional financial information on District's website, or if no website, in the chief administrative office of the District (no later than 20 days before the election).</p> <p>County Clerk and Recorder shall supply supplemental list of registered voters and County</p>	<p>1-13.5-502(1) 1-13.5-502(2) 1-13.5-1105 (2)(d)</p> <p>1-13.5-503(2) 1-7-908(1)(a)</p> <p>1-13.5-203(1)(a) 1-13.5-204(2) 1-13.5-1105 (2)(b)</p>
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MAY 8, 2018 REGULAR MAIL BALLOT ELECTION CALENDAR		
DATE	ACTION	AUTHORITY
	Assessor shall supply supplemental list of property owners (no later than 20 days prior to election).	
4-20-20	Last day to mail the ballot packages (no later than 15 days before the election).	1-13.5-1105 (4)(a)

<p>4-20-20</p>	<p>Designated Election Official shall appoint election judges (at least 15 days prior to election). Designated Election Official shall mail certificates of appointment and acceptance forms to each person appointed. Each election judge shall file an acceptance of appointment with the Designated Election Official within seven (7) days after certificate of appointment and acceptance forms were mailed.</p> <p>Designated Election Official shall appoint at least one member of the special district Board and at least one eligible elector of the special district who is not a member of such Board to serve with the Designated Election Official as the Canvass Board for the election (at least 15 days prior to election).</p> <p>Election Judges may receive and prepare mail ballots for tabulation. Counting of the mail ballots may begin fifteen (15) days prior to the election and continue until counting is completed.</p>	<p>1-13.5-401(1) 1-13.5-403 1-13.5-404</p> <p>1-13.5-1301(1)</p> <p>1-13.5-1107</p>
<p>5-1-20</p>	<p>FCPA NOTE: File Candidate Committee or Issues Committee Report of Contributions and Expenditures pursuant to the Fair Campaign Practices Act with the Secretary of State (Friday before the election).</p>	<p>1-45-108 (2)(a)(II)</p>
<p>5-5-20</p>	<p>ELECTION DAY. 7:00 A.M. to 7:00 P.M</p>	
<p>5-13-20</p>	<p>Last day to receive voted mail ballot from UOCAVA eligible elector, if such ballot was postmarked by 7:00 p.m. on the day of election, in order for ballot to be counted (by the close of business on the 8th day after the election).</p>	<p>1-8.3-111 1-8.3-113(2)</p>
<p>5-19-20</p>	<p>Canvass Board shall certify the official abstract of votes cast at the election (no later than the 14th day after the election). A copy of the certificate of</p>	<p>1-13.5-1305(1) 1-13.5-1305(2) 32-1-104(1)</p>

<p>MAY 5, 2020 REGULAR MAIL BALLOT ELECTION CALENDAR</p>		
<p>DATE</p>	<p>ACTION</p>	<p>AUTHORITY</p>

	<p>election results shall be filed with the Division of Local Government. The DEO shall transmit to each person declared to be elected a certificate of the person's election.</p> <p>The term of office of each newly elected person shall commence at the next meeting of the Board of Directors of the special district following the election, but no later than thirty (30) days following the date the election results were certified and upon the signing of an oath and posting of a bond. If the election was cancelled, the term of office of the persons declared elected shall commence at the next meeting of the Board of Directors of the special district following the date of the election, but no later than thirty (30) days following the date of the election and upon the signing of an oath and posting of a bond.</p>	<p>1-13.5-112(1) 1-13.5-112(2)</p>
6-4-20	FCPA NOTE: File Candidate Committee or Issue Committee Report of Contributions and Expenditures with the Secretary of State (30 days after the election).	1-45-108 (2)(a)(II)
6-19-20	For debt authorization elections, mail the election results by certified mail to the Board of County Commissioners of each county in which the special district is located or to the governing body of a municipality that has adopted a resolution of approval of the special district and to the Division of Securities (within 45 days after the election).	32-1-1101.5(1)
	SALES TAX. For sales tax increase elections, notice of the adoption of a sales tax shall be submitted to the Executive Director of the Department of Revenue (at least 100 days prior to the effective date of such sales tax. An effective date is either January 1 st or July 1 st following the date of the election.) If such sales tax election is held less than 105 days prior to the January 1 st or July 1 st following the date of the election, such sales tax proposal shall not be effective until the next succeeding January 1 st or July 1 st .	39-26-104(2)(c)

MAY 5, 2020 REGULAR MAIL BALLOT ELECTION CALENDAR

DATE	ACTION	AUTHORITY
	Election official shall retain the sealed voted ballots until time has expired for any contest proceedings or 25 months after the election, whichever is later. All other election records and forms shall be preserved for at least six (6) months following the election.	1-13.5-616(1) 1-13.5-616(2)