

**FIRST AMENDED AND RESTATED 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 3rd day of November, 2020, 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 (“Health Service District”), and Pagosa Fire Protection District (“Fire Protection District”) (collectively, the “Parties” or the “User Agencies”).

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, prior to 2009, dispatch services for the Archuleta County community; 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 (“the 2009 IGA”) to collaboratively manage and fund emergency communication services; and

WHEREAS, the Parties agree to enter this First Amended and Restated IGA to make agreed upon revisions regarding governing the funding, operation and management of emergency communication services.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, 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 within Archuleta County, Colorado and with respect to EMS, a small portion of Hinsdale and Mineral Counties south of the Continental Divide. The Parties do not hereby establish a separate legal entity pursuant to Section 29-1-203(4) or 29-1-203.5, C.R.S.
- 1.2 The Parties agree that, by execution of the Agreement, they shall continue to be proportionally responsible for the financing 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 any defense, do not indemnify any other party, and do not waive any limitation of liability pursuant to law, including but not limited to the Colorado Governmental Immunity Act.

- 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 from which the consolidated emergency communications services will be provided is the "Communications Center" which 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 Governance and oversight of the emergency communications services provided pursuant to this IGA shall be provided by the Executive Management Board. 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 Director (hereinafter "Director") (ex officio without vote);
- B. the County Administrator or designee;
- C. the County Sheriff or designee;
- D. the Town Manager or designee;
- E. the Town Police Chief or designee;
- F. a Health Service District employee or Board member selected by the Board of Directors of the Health Service District;
- G. a designee for emergency medical service as selected by the Chief Executive Officer of the Health Service District.
- H. a Fire Protection District employee or Board member selected by the Board of Directors of the Fire Protection District; and
- I. the Fire Protection District Fire Chief or designee.

2.2 The term of office for members of the Board shall be indefinite as the members hold positions by virtue of the office described in Section 2.1 including an interim if applicable. The Health Service District and Fire Protection District members of the Executive Management Board shall serve at the pleasure of the body/person who made the

appointment, and they may be replaced at any time, with or without cause, by formal actions of their appointing entity. Each person shall serve on the Executive Management Board until the person no longer holds the office described in Section 2.1, or as to 2.1(F), (G), and (H) if he/she has been replaced at the discretion of the appointing party.

2.3 By written statement from a User Agency to the Executive Management Board, a User Agency shall have the right to appoint one or more persons to sit as proxy in the event of an Executive Management Board member's absence; said proxy shall have the right to exercise all or any of the Executive Management Board member's rights including, without limitation, to attend, to speak and to vote on matters before the Executive Management Board.

2.4 In the event of the death or resignation of a member of the Executive Management Board, or if a member of the Executive Management Board becomes legally disabled such that he or she cannot serve on the Executive Management Board, the position shall be deemed "vacated", and the entity that appointed the Board member shall thereupon appoint a new Board member to replace the vacated position.

2.5 The Executive Management Board may adopt bylaws and rules and regulations not in conflict with the constitution and laws of the state for carrying out its business and affairs. The Executive Management Board shall be deemed a "local public body" for purposes of the Colorado Open Meetings Law, Part 4, Article 6, Title 24, C.R.S. Unless otherwise provided by the Executive Management Board, the Director shall call, notice and establish an agenda for any and all meetings of the Executive Management Board. 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 two consecutive terms if it is the majority pleasure of the Board but, generally, the Chairperson position shall rotate equally among the Parties. A Vice Chairperson may be appointed among the Board Members by the Executive Management Board, who shall serve as the Chairperson in his or her absence.

- A. Regular meetings of the Board shall be conducted at the meeting place located within Archuleta County designated annually by the Executive Management Board in compliance with Colorado state statutes applicable to the Parties. If it is considered desirable, other meeting locations may be used subject to the proper noticing procedures pursuant to Colorado state statutes.
- B. All meetings of a quorum or three or more members of the Executive Management Board, which number shall include the Director as an ex officio member, whichever is fewer, at which any public business is discussed or at which any formal action may be taken shall be conducted in compliance with the Colorado Open Meetings Law. 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 Director. If less than a quorum is present at a meeting of the Board, the Board Members present may proceed with the meeting to receive reports but take no action, or adjourn the meeting from time to time,

provided further, that the Director shall notify any absent Board Members of the time and place of such adjourned meeting.

- C. Special meetings of the Board may be called by the Director or the Chairperson and it shall thereupon be the duty of the Director 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 Director 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 and time fixed for each meeting, either personally, by facsimile, by e-mail, or by phone, by or at the direction of the Director, or upon the Director's default, by the Chairperson calling the meeting and shall be publicly noticed per Colorado Open Meetings Law.
- E. Unless waiver of notice is precluded by applicable law, whenever notice is required to be given to any Member under the provisions of law or 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.
- F. Each Executive Management Board member shall have one vote, except for the Director, 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 consisting of five (5) members is present. An affirmative majority vote of no less than five (5) members will be required for approval of any measure, regardless of the number of members present and voting.
- G. The Director is designated as the Secretary for the Executive Management Board and he/she shall cause to be taken 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 Director in the event of a vacancy in the position. For all purposes including, without limitation, payroll, health insurance, benefits and employment procedures, the Director and all personnel working at the Consolidated Emergency Communications Center shall be employees of the County. The Executive Management Board, however, shall be the Director's supervisor for performance evaluation and disciplinary actions including, termination, and appeal purposes. The

Chairperson shall serve as the liaison to communicate to the County's human resources department who will carry out the process of personnel matters (e.g., posting position, background checks, form of offers, disciplinary actions, process/forms for performance reviews, etc.) 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 Consolidated Emergency Communications Center;
- B. Assuring the efficient and effective operations of the Consolidated Emergency Communications Center;
- C. Selecting the Director and ensuring the Director demonstrates effective control over the supervision, operation, and development of the Consolidated Emergency Communications Center;
- D. Electing from its membership a Chair who will serve a term as the Board may determine to be appropriate;
- E. Meetings quarterly or more often as may be necessary;
- F. Reviewing and approving the annual budget submitted to the appropriate County Budget authorities;
- G. Receiving financial reports, cost allocation reports and audits of the fiscal agent;
- H. Evaluating and obtaining sufficient insurance coverage for general liability and property as well as required by Section 12.2 hereof; and
- I. Ensuring conformance with applicable law and established procedures.

**ARTICLE IV.
POWERS OF THE EXECUTIVE MANAGEMENT BOARD**

4.1 The Executive Management Board shall oversee the Consolidated Emergency Communications Center to provide emergency and law enforcement communications for the Parties.

4.2 The Executive Management Board shall have the authorization to implement policies, rules and regulations as the Board deems necessary to provide services under this agreement.

4.3 In accordance with the approved budget and pursuant to the more restrictive of law or the provisions of the County's Procurement Policy, the Executive Management Board shall cause the fiscal agent to pay for equipment, software, installation of equipment and software, maintenance agreements, and related services by way of a lease, purchase or lease-purchase out of the Consolidated Emergency Communications Center's approved budget.

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

4.5 In accordance with the approved budget and pursuant to the more restrictive of this IGA, law or the provisions of the County's Procurement Policy, the Executive Management Board may perform any other act or cause the Director to perform any other act as may be necessary to provide effective and efficient emergency and law enforcement communications including, but not limited to the following: entering into contracts for leased space, equipment, supplies, and/or services as the Executive Management Board deems necessary to improve or enhance the quality and efficiency of service to be provided hereunder. Any contract entered into by the Executive Management or Director shall be subject to this IGA.

4.6 The Executive Management Board shall conduct the Board's 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 following deadlines and process shall be utilized in preparing the annual budget of the Consolidated Emergency Communications Center:

- **No later than August 20:** The County (fiscal agent and employer) shall provide the Director with all information necessary to prepare the budget for the following calendar year;
- **No later than September 1:** The Director shall prepare a proposed budget for the following calendar year and issue it to the Executive Management Board for comment at the September meeting of the Executive Management Board;
- **No later than October 15:** each Executive Management Board member shall provide a copy of the proposed budget to its User Agency.
- **No later than October 30:** each User Agency shall provide its comments, if any, regarding the proposed budget to the Executive Management Board.
- **No later than November 10:** The Executive Management Board shall have considered the comments (if any) of the User Agencies and the Board shall vote on its recommendation to each of the User Agencies to adopt the budget.
- **No later than December 15:** the governing boards for each User Agency shall vote on whether to adopt their budgets including sums payable for the Consolidated Emergency Communications Center and confirm the same to the Director.
- **No later than December 31:** the County (as employer and fiscal agent) shall provide the Director with access to the final and adopted budget of the County.
Director

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. Section 29-11-104 and consistent with this IGA.

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 User Agency shall be responsible for acquiring, maintaining and replacing its own field and in-house equipment used to communicate with the Consolidated Emergency Communications Center. In selecting its own equipment, each User Agency shall prioritize, if possible, interoperability among the User Agencies.

6.3 The Consolidated Emergency Communication Center shall pay all costs of the communications center NCIC line from its budget. The costs of any additional lines and the cost of any future upgrades and line changes will be negotiated by the Executive Management Board with the appropriate vendor, but the final decision shall be made by the Executive Management Board.

6.4 The Communication Center maintains records consistent with the more restrictive of law or the County's Record Retention Policy. 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 Parties based upon the number of service calls for each Party during the previous year. If a major change will benefit only one Party, that Party 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 Consolidated Emergency Communications 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 managing all Information Technology (IT) security including, without limitation, staff education and maintaining all security patches, updates and changes. The County's IT staff shall assist the Director 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 County and Consolidated Emergency Communication Center servers. Each Party shall be responsible for maintenance and replacement of its own equipment. Each Party is responsible for maintenance and replacement of in-building wiring within the Party's own facilities. The Director shall be the contact with the supplier for maintenance of all telephone lines

involved in the records system, and the Director shall be responsible for contacting the appropriate supplier for repairs or installations of telephone lines, including wireless applications. The County IT Department shall be available for additional assistance regarding telephone lines and wireless applications, as needed.

6.8 All records of the Consolidated Emergency Communications Center, including electronically stored data, geographic information system ("GIS") and computer aided dispatch ("CAD") data, and audio tapes shall be the joint property of the Parties, in the custody and control of the County, and available to any Party. The County shall make copies of such records at the request and cost of any Party. The County shall be responsible for responding to any request under the Colorado Open Records Act related to the records of the Consolidated Emergency Communications Center.

ARTICLE VII. FUNDS AND OPERATIONS

7.1 The County shall be the employer of Consolidated Emergency Communication Center employees and the fiscal agent for the Communications 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 financial reports (including updates to the Cost Allocation Plan) to the Executive Management Board regarding the financial status (expenditures and revenues, by line item and fund balance) of the Consolidated Emergency Communication Center. Within thirty days of the County's acceptance of its annual audit, the County shall notify the Executive Management Board of such acceptance and, if applicable, shall provide an executive summary regarding audit comments/issues related to the County's role as fiscal agent and/or the management of Communication Center funds.

7.2 The County shall hold the funds for the Consolidated Emergency Communication Center in trust in one fund and shall not be commingled with the funds of any of the Parties to this Agreement. All funds received pursuant to C.R.S. Section 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 for the Consolidated Emergency Communication Center only in accordance with any applicable laws of the State of Colorado governing the investment of public funds.

7.4 No Party shall be responsible for payment of any liability incurred by the Executive Management Board or otherwise associated with the Emergency Communications Center unless budgeted and appropriated by such Party.

7.5 Quarterly each calendar year, each Party shall pay to the fiscal agent its respective share of the Emergency Communication Center's operating costs as calculated by the formula described in Appendix A attached hereto and incorporated herein (the "Fair Share Formula"). Because all Communications Center employees are County employees, the

County shall provide all Communications Center employees the same benefits available to County employees, human resources services, payroll, accounting, IT support, and any services necessary for the Emergency Communications Center that the County provides to other County departments. The cost for services shall be calculated pursuant to the County's annual Cost Allocation Plan and budgeted in the Emergency Communications Center annual budget.

7.6 Annually prior to September 15th, the Executive Management Board shall use the Fair Share Formula as described in Attachment A for purposes of determining the User Agency allocation for the following year. The governing body for each Party to this Agreement shall, in their sole discretion, approve the funding allocation annually (which may be through adoption of the User Agency's budget which includes funding to the Communication Center).

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 during the County's normal business hours 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 Director shall prepare and present to the Parties a comprehensive annual report of the Board's activities from the preceding year.

8.3 The Director 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 Director in the development and implementation of policies and procedures for the Communications Center. Its charge is to:

- A. Assist the Director with reviewing and improving the Consolidated Emergency Communications system;
- B. Formulate specific projects and objectives with timelines to present to the Director and Executive Management Board;

- C. Represent the collective voice of all communications users within the Communications Center;
- D. Serve as an Advisory Committee to the Director and Executive Management Board in matters pertaining to policies, procedures, and equipment purchases; and
- E. If possible, to assist the Executive Management Board in any other manner requested.

9.2 The Executive Management Board shall establish, review and amend from time to time the policies governing the function of the Advisory Committee.

9.3 The Emergency Communications Advisory Committee shall not have decision-making authority and, therefore, is not subject to the Colorado Open Meetings Law and the meetings and quorum requirements set forth in Paragraph 2.5 of this IGA.

ARTICLE X. TERMINATION OF AGREEMENT

10.1 This Agreement shall continue in full force and effect, subject to amendments, so long as two or more of the Parties have not 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. Termination by any one or more Parties shall not terminate this Agreement as to the other Parties so long as this Agreement remains in effect as between two or more Parties.

10.3 Upon termination of this Agreement by a majority (3/4 or greater) of the User Agencies 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 (3/4 or greater) of the User Agencies, the real property (including, without limitation, land and buildings or improvements attached thereto) at the Communications Center shall remain the property of the County. If the Executive Management Board has purchased personal property (including, without limitation, equipment, furniture, furnishings, phones, computers), 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 User Agency allocation as set out in paragraph 7.5 of this Agreement. If a User Agency has withdrawn prior to the final termination of this Agreement, prior to calculating the final distribution of personal property, the withdrawn User Agency's allocation shall be divided among the User Agencies remaining at final distribution, in proportion to the Fair Share Formula described in paragraph 7.5.

10.5 Upon termination of this Agreement, any surplus of money shall be returned to User Agencies that were Parties to this Agreement at the time of termination in proportion to the contributions made. "Surplus of money" is defined to include all of the following: any unrestricted fund balance as well as any surplus User Agency contributions, if any, collected and allocated to pay for services in the fiscal year after the date of final termination of this Agreement. Such surplus of money shall be divided by the Board among the User Agencies remaining at the time of termination in proportion to the percentage of each User Agency allocation as set out in paragraph 7.5 of this Agreement. If a User Agency has withdrawn prior to the final termination of this Agreement, prior to calculating the final distribution of surplus of money, the withdrawn User Agency's allocation shall be divided among the User Agencies remaining at final distribution, in proportion to the Fair Share Formula described in paragraph 7.5.

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. INDEMNIFICATION OF AND INSURANCE FOR THE EXECUTIVE MANAGEMENT BOARD 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 Executive Management 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 if such person shall be finally adjudged in such action, suit or proceeding to be personally liable (for example, without limitation, for acting outside the scope of duties or an intentional bad act). Such costs and expenses shall include amounts reasonably paid for defense or in settlement for the purpose of curtailing the cost of litigation. Nothing in this IGA is intended that the current/former Board member's right of indemnification shall be exclusive of other rights to which such current/former Board member 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. The Communications Center shall include in its annual budget and procure Directors and Officers insurance or bonding.

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.

13.2 If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**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 any Party fails 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.

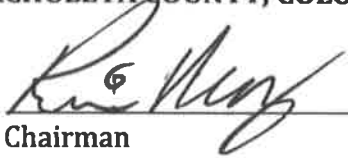
16.2 Upon execution of this Agreement by all of the Parties, the 2009 IGA shall automatically terminate.

**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: 10-20-20

Approved as to form:


Attorney for Archuleta County



Attest:
Kristy Archuleta
by Mary Helminski, Deputy
County Clerk

TOWN OF PAGOSA SPRINGS

By: 
Mayor

Date: 11/03/2010

Approved as to form:


Town Attorney

Attest:




Town Clerk

UPPER SAN JUAN HEALTH SERVICE DISTRICT

By: *Gregory P. Schulte*
Chairman

Date: 10-13-20

Approved as to form:

[Signature]

Attorney for the Upper San Juan Health
Service District

Attest:

Richard Thomas
Clerk to the Board



PAGOSA FIRE PROTECTION DISTRICT


By: 
Chairman

Date: 10/16/2020

Approved as to form:

Attorney for the Pagosa Fire Protection
District

Attest:


District Secretary

APPENDIX A

The EMB is committed to the following fiscal strategy:

1. The Executive Management Board approves the projected annual budget.
2. The first source of revenues is the following:
 - a. The projected County 911 surcharge revenues set forth in the approved annual budget;
 - b. The projected State 911 surcharge revenues (should there ever be any); and
 - c. A projected mill levy or property tax or sales tax (should there ever be any); and
 - d. Projected grant revenues and/or other one-time sources.
3. The balance of revenues needed to meet budget, including any overage as described in #4, is paid by each member in proportion to the member's share of total calls received for the prior three years. The proportionate share of each member is a ratio; the numerator is a member's total Calls for Service for the three prior years and the denominator is the cumulative members' total Calls for Service for the three prior calendar years. Three prior years means the three prior years available at the time projected budgets are prepared in the fall (so for example, the budget for 2021 is prepared in the fall of 2020 using the 3 prior years, 2019, 2018, and 2017).
4. Each fiscal year in the budget preparation process, the EMB shall determine what, if any, additional contributions beyond what is required to meet annual expenditures paid by each member to be allocated to annual capital and operating expenditures and how much shall be allocated towards fund balance to build up strategic reserves for future dispatch center needs. The center shall save and maintain in the fund balance a minimum of 3 months working capital in reserve.