

TOWN OF MANCOS

Resolution 6 Series 2021

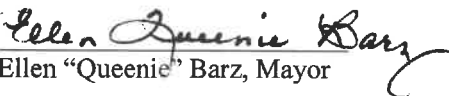
A Resolution Approving the Intergovernmental Agreement For Dispatch Services Throughout Montezuma And Dolores Counties, Colorado Including Federal Agencies, Authorizing Mayor Ellen "Queenie" Barz to execute the Dispatch Services Intergovernmental Agreement And Authorizing the Mancos Marshal To Appoint A Representative And An Alternate To The Accountability Committee To Represent The Town of Mancos

WHEREAS, the Town of Mancos has entered into an intergovernmental agreement with the City of Cortez regarding the provision for dispatch services in Montezuma and Dolores Counties: and

WHEREAS, the intergovernmental agreement is in the best interests of all of the involved governments.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF MANCOS, that the Intergovernmental Agreement for Dispatch Services attached hereto and incorporated herein as Exhibit 1 is approved, Mayor Ellen "Queenie" Barz is authorized to execute this agreement and the Mancos Marshal is authorized to appoint a representative and an alternate to the Accountability Committee to represent the Town of Mancos

Passed, Adopted and Approved this 23rd day of June, 2021.


Ellen "Queenie" Barz, Mayor


Donna Murphy, Town Clerk

INTERGOVERNMENTAL AGREEMENT FOR DISPATCH SERVICES THROUGHOUT
MONTEZUMA AND DOLORES COUNTIES, COLORADO, INCLUDING FEDERAL
AGENCIES.

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 20____, by and between the County of Montezuma Colorado, the City of Cortez, the Town of Mancos, the Cortez Fire Protection District, the Dolores Fire Protection District, the Mancos Fire Protection District, the Lewis-Arriola Fire Protection District, the Pleasant View Fire Protection District, Montezuma County Hospital District, the County of Dolores Colorado and Mesa Verde National Park Service.

RECITALS

WHEREAS, Article XIV, Section of the Colorado Constitution, Part 2 of Article 1, Title 29, C.R.S, encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, jurisdictional entities throughout Montezuma and Dolores Counties, including multi-jurisdictional representation from law enforcement, fire, emergency medical services, and bodies politic, believe that an accountability committee will provide the most cost-efficient and effective emergency dispatch services throughout Southwestern Colorado; and

WHEREAS, the member jurisdictions and residents of Montezuma and Dolores Counties would benefit in terms of life safety and efficiency of service from a consolidated intergovernmental agreement providing services for the counties, municipalities, fire protection districts, and emergency medical service providers throughout Southwestern Colorado; and

WHEREAS, the undersigned governmental jurisdictions wish to establish and maintain a consolidated intergovernmental agreement for the "operations and management of a Dispatch Center; and

WHEREAS, the establishment of a consolidated intergovernmental agreement will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS, as part of this endeavor, the Montezuma County Board of Commissioners, acting as the E-911 Authority, shall continue to be responsible for an E-911 related Emergency telephone system acting as the "911 Authority"; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

I. GENERAL PROVISIONS

The parties to this Agreement agree to support the Dispatch Center and will establish an

accountability committee. The Dispatch Center shall provide emergency dispatch services throughout the service area its Members occupy. The operation of the Dispatch Center shall be set forth in this Agreement.

II. THE DISPATCH CENTER ACCOUNTABILITY COMMITTEE

A. Committee Members. An Accountability Committee of the Dispatch Center hereby established shall consist of eleven (11) members (the "Members"). Each Member shall be selected by his or her respective Governing Board, Council, or Entity and shall be appointed to the Accountability Committee by formal action or resolution. Such formal action or resolution shall accompany their signed Intergovernmental Agreement.

MEMBERS:

1. The County of Montezuma, Colorado;
2. The City of Cortez, Colorado;
3. The Town of Mancos, Colorado;
4. The Cortez Fire Protection District;
5. The Dolores Fire Protection District;
6. The Mancos Fire Protection District;
7. The Lewis-Arriola Fire Protection District;
8. The Pleasant View Fire Protection District;
9. Montezuma County Hospital District;
10. The County of Dolores, Colorado;
11. Mesa Verde National Park Service

B. Administrative Representative. Under Section V, Subsection (E), the City of Cortez (City) commits to providing support staff and administrative services for the Dispatch Center. So long as the City continues to provide such support services, the City of Cortez City Council may appoint an administrative representative with a voting capacity to serve on the Accountability Committee.

III. RULES AND REGULATIONS OF THE ACCOUNTABILITY COMMITTEE

The Accountability Committee of the Dispatch Center will recommend to the Cortez Police Chief supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations comply with this Agreement.

IV. POWERS OF THE ACCOUNTABILITY COMMITTEE

A. Dispatch Services. The purpose of the Dispatch Center, located at 608 N Park St., Cortez, Colorado 81321, is to provide emergency dispatch services throughout the jurisdictions and service areas occupied by its Members. The Accountability Committee shall make recommendations and provide service performance information to the Cortez Police Chief.

B. Reports. Members of the Dispatch Center shall receive monthly management reports,

consisting of financial, personnel, and operational information. The Accountability Committee shall also receive dispatch reports upon request, which shall provide the following information for each call dispatched: incident location, time call received, notification time, en-route time, time of arrival at the scene, and time back in service, through the computer-aided dispatch system. Members are entitled to receive any additional reports, documentation, or information concerning the financials, management, and operations of the Dispatch Center upon request, allowing a reasonable time for a response depending on the scope of the report. Members shall not be charged for any requested reports, documentation, or information.

C. Ownership of Records and Data. All records of the Dispatch Center related to calls dispatched, including electronically stored data, geographic information system ("G.I.S.") data, computer-aided dispatch ("CAD") data, and audiotapes, shall be collectively owned by the Members. Copies of any such records may be made at any Member's request and shall not be disposed of without prior authorization from or in compliance with a retention schedule recommended to and adopted by the Cortez Police Chief.

- i. Access to Data. Each Member shall have access to all data and audio recordings maintained by the Dispatch Center for internal analysis and criminal investigations. It is the responsibility of each Member to provide any criminal justice records for case filing purposes directly to the respective courts or district attorney's office.
- ii. Records Request. Any records released must be records specific to only the requesting Agency. One Agency may not request records of another Agency without the express consent of that Agency.
- iii. Colorado Open Records Act. Records owned, created, or maintained by the Dispatch Center shall be subject to the provisions and limitations of C.R.S. § 24-72-201, et. seq.

V. ADMINISTRATION

A. Accountability Committee. It is the overriding and critical desire of all Members to ensure that all Parties' working relationship to this agreement remains strong and united. To accomplish that objective, the Parties shall form the Accountability Committee, which shall be comprised of all members. Meetings may be called by any member upon seventy-two-hour advance notice.

- i. Operating Procedures. The Accountability Committee shall review Standard Operating Procedures and Dispatch Performance Standards for the Dispatch Center. Recommendations of the Accountability Committee shall be presented to the Cortez Police Chief.

- ii. **Personnel Matters.** The Accountability Committee shall review employee regulations and make staff performance recommendations for the Dispatch Center to the Cortez Police Chief.
- iii. **Dispute Resolution.** The Accountability Committee will conduct a preliminary discussion of all unresolved disputes between Members, personnel, or otherwise and make recommendations to the Cortez Police Chief.
- vi. **Matters of Concern.** The Accountability Committee will consider other matters of concern between the parties related to implementing this Agreement or any future agreements.

B. **Capital Equipment Purchases.** It is necessary to purchase hardware, software, and all other equipment required to serve the needs of the Dispatch Center and provide dispatch services. As part of this endeavor, the "911 Authority" shall continue to be responsible for the 911 Surcharge.

The Parties to this Agreement shall collectively own all property acquisitions of the Dispatch Center following the execution of this Agreement. All purchases must be made in compliance with the operating budget and the 911 Surcharge budget with purchasing procedures approved by the Cortez Police Chief, Accountability Committee, and the 911 Authority.

C. **Annual Budget.** The Annual Budget shall be based upon the Dispatch Center Study conducted by the Cortez Police Chief and City of Cortez Finance Director. A final and updated budget shall be received annually by the Accountability Committee per item V(C)(iii).

The costs allocated to each member shall be outlined in the annual budget, which the Accountability Committee shall review. The formulation of a yearly budget for Dispatch Services shall be by mutual agreement of the Accountability Committee and Cortez Police Chief. The Yearly budget shall include an estimate of the operational costs for each Member based on a percentage of calls. The billing statement shall reflect the Member's use of the Dispatch Center as a percent of all members' total usage for the preceding year. There shall be minimum billing of one percent (1%) of the estimated preliminary budget.

- i. **Preliminary Budget.** An initial preliminary operation and capital budget for Dispatch Services for the next fiscal year shall be presented to the Accountability Committee by or before July 31 of each year.
- ii. **Recommended Budget.** No later than August 31, each Member shall provide the Recommended Budget to their Governing Board, Council, or Entity for comment.
- iii. **Final Requested Budget.** The Final Requested Budget for Dispatch Services for the next fiscal year shall be approved by the Accountability Committee and Cortez Police

Chief no later than September 30 of each year. Cortez City Council will adopt this budget as part of their annual budget adoption of the City budget by December 31 of each year.

- iv. **Purchasing Considerations.** The Accountability Committee shall review and recommend purchases not included in the Final Requested Budget to the Cortez Police Chief for equipment and services necessary to provide emergency dispatch services.

D. **Employees.** The Accountability Committee shall have the authority to make recommendations to the Cortez Police Chief on the performance and service standards of the Dispatch Center personnel. The Accountability Committee may select participants to an oral board and any other board or committee as requested by the Cortez Police Chief.

E. **Administrative Services.** The City of Cortez shall provide support staff and administrative services for the Dispatch Center. An appendix of services provided shall be attached and incorporated as Exhibit A.

F. **Joint Meetings.** The Accountability Committee of the Dispatch Center shall request, at minimum, one Joint Meeting with the Members of the Montezuma Emergency Telephone Authority (Montezuma E.T.A.). The purpose of this meeting shall be to provide operational updates, capital improvement needs, enhance transparency, and foster communication between Montezuma E.T.A. and the Dispatch Center.

VI. MEETINGS

A. **Annual Meetings.** The Accountability Committee shall hold an Annual Meeting which shall occur each January on the fourth Thursday of the Month. The Accountability Committee shall designate a time and location for the Annual Meeting. If the Accountability Committee fails to establish a time and a place, the Annual Meeting shall occur at 4 p.m. and shall be held at the Cortez Police Department located at 608 N. Park St, Cortez, CO 81321. At the Annual Meeting each year, the Cortez Police Chief shall be named Chairperson of the Accountability Committee. The Cortez Police Chief shall also appoint a co-Chair during this meeting.

B. **Regular Meetings.** During the Annual Meeting, the Accountability Committee shall establish a calendar scheduling Regular Meetings throughout the year, which at a minimum, must occur on a quarterly basis. The Accountability Committee shall decide the time and location of Regular Meetings by a majority vote. In the event, the Accountability Committee fails to designate a time and a place for the Regular Meeting, the Regular Meeting shall occur at 4 p.m. on the fourth Thursday of the Month, at least every three months, and shall be held at the Cortez Police Department located at 608 N. Park St, Cortez, CO 81321. The Accountability Committee may cancel or reschedule a Regular Meeting by majority vote and with adequate notice of no less than seventy-two hours prior.

C. **Notice of Meetings.** Notice for all meetings required by this I.G.A. shall be given at

least 72 hours prior to the meeting. All notices must include the date, time, and place of the meeting and the purpose of the meeting. The Cortez Police Chief shall be responsible for notices of meetings. Any member of the I.G.A. may request a meeting by sending written notice to the Cortez Police Chief.

Where it is not possible or practical for Accountability Committee Members to be physically present at any scheduled meeting, any Accountability Committee member may attend meetings through an electronic communication method by which all participating Members may simultaneously hear each other during the meeting.

All business concerning this I.G.A. shall be conducted only during noticed meetings and shall be open to the public.

D. Meeting Protocols. Meetings shall be conducted in accordance with the Open Meeting Law (O.M.L.) requirements of the Colorado Sunshine Law. Minutes of these meetings will be taken and retained on file in the Cortez City Clerk's Office.

VII. BOOKS AND RECORDS

A. Records and Accounts. The City of Cortez Finance Director shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits, or exemptions. Such records shall be open to inspection by members, attorneys, or agents at any reasonable time.

B. Annual Audit. The books and records of the City of Cortez Dispatch Fund shall be subject to an annual audit. The audit shall be conducted by an independent Certified Public Accountant licensed to practice in the State of Colorado.

VIII. DEFAULT

A. Intent to Terminate. In the event that any Member fails to pay its share of the operating expenses due or fails to perform any of its covenants and undertakings under this Agreement, that Member shall be considered in default. The City of Cortez shall provide written notice of intent to terminate the defaulting Member from membership in the Accountability Committee of the Dispatch Center. Notice of Default shall be provided to the defaulting Member's Governing Board, Council, or Entity, providing such Member thirty days from the date of such notice to cure the default. Upon failure to cure, the defaulting member shall not be entitled to representation as a Member on the Accountability Committee and shall not receive services from the Dispatch Center.

B. Forfeiture. Any Member who is terminated under the provisions of this Section shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds acquired or held by the Accountability Committee to which the Member may otherwise be entitled upon the dissolution of this Agreement. This Section is not intended to limit the Right of any Member to this Agreement to pursue any and all other remedies it may have for breach of this Agreement.

IX. TERMINATION OF AGREEMENT

A. Term. This Agreement shall be in full force and effect upon execution of this Agreement by all of the Members to this Agreement and shall continue in full force and effect, subject to amendments and addendums, for one year. This agreement shall be renewed in one-year increments. The Cortez Police Chief shall send a renewal draft to all users no later than December 31 of each year. Users will provide updated signatory authorization and a copy of the executed I.G.A. to the Cortez Police Chief no later than January 31 of each year. Signatory authorization from each Member shall be attached to this I.G.A. as Exhibit B.

B. Termination. Any Member's participation in this Agreement may be terminated by written notice from the Member or Members to the Accountability Committee and Cortez Police Chief at least sixty days prior to January 1 of any given year. Upon termination, the terminating Member shall forfeit all right, title, and interest in and to any property or monies, liquid or investment funds, acquired or held by the Dispatch Center.

C. Dissolution. Upon termination of the Dispatch Center by mutual agreement of a majority of the Members to this Agreement, the powers granted to the Accountability Committee under this agreement shall continue to the extent necessary to make an adequate disposition of the property, equipment, and monies required to be held according to this Agreement.

D. Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are expressly contingent upon the annual appropriation of funds sufficient to perform such obligation. Should adequate allocations not be made by any Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

X. MISCELLANEOUS

A. Notices. Any formal notice, demand, or request provided for in this Agreement, shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, email, or sent by certified mail, postage prepaid to the Members at the addresses as set forth on each attached signature page.

B. Amendments. The Members may amend this Agreement from time to time. Any such amendment must be in writing and executed by the majority of the Members of this Agreement.

C. Governing Law and Enforcement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, and the venue for any legal action arising out of this Agreement shall be in Montezuma County, Colorado. If a party or parties enforce this

agreement, the prevailing Party in litigation shall be entitled to payment of its court costs and reasonable attorney's fees.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

E. Integration. This Agreement constitutes the entire agreement between the parties, and no additional or different oral representation, promise, or agreement shall be binding on any party with respect to the subject matter of this Agreement.

F. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and each of their respective successors, assigns, or heirs.

H. Governmental Immunity. Nothing in this Agreement shall be construed or deemed a waiver of any and all rights and immunities of any Party, Director, Officer, or Employee under the Colorado Governmental Immunity Act, codified under C.R.S. Section 24-10-101, et seq. Further, nothing in this Agreement shall be construed as an indemnification between and among the contracting Parties.

I. Duplicate Originals. This agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EXECUTED by the parties on the _____ day of _____, 2021.

THE COUNTY OF MONTEZUMA, COLORADO
THE CITY OF CORTEZ, COLORADO
THE TOWN OF MANCOS, COLORADO
THE CORTEZ FIRE PROTECTION DISTRICT
THE DOLORES FIRE PROTECTION DISTRICT
THE MANCOS FIRE PROTECTION DISTRICT
THE LEWIS-ARRIOLA FIRE PROTECTION DISTRICT
THE PLEASANT VIEW FIRE PROTECTION DISTRICT
THE MONTEZUMA COUNTY HOSPITAL DISTRICT
THE COUNTY OF DOLORES, COLORADO
THE MESA VERDE NATIONAL PARK SERVICE

Attest:

Exhibit A
APPENDIX OF ADMINISTRATIVE SERVICES

Pursuant to Section 5, Subsection (E) of the Intergovernmental Agreement, executed on _____ day of _____ 2021, at the request of the Southwest Colorado Communications Center Board of Directors, the City of Cortez, shall provide the following administrative services free of charge.

- a. **Legal Services.** The City of Cortez Office of the City Attorney shall represent the Dispatch Center in all matters of legal concern and provide legal counsel when requested.
- b. **Financial Services.** The City of Cortez Financial Department shall assist the Dispatch Center Accountability Committee with any financial requirements related to the operation of the Dispatch Center.
- c. **Human Resources.** The City of Cortez Human Resources Department shall provide all employment-related services necessary to operate the Dispatch Center, including, but not limited to, hiring, termination, consultation, and personnel issues.
- d. **Information Technology Services.** The City of Cortez, and Montezuma County (as necessary), Information Technology Department(s) shall provide general information technology services, including routine equipment maintenance. However, any equipment that requires specific training, expertise, or certification shall be handled by outside services or the equipment manufacturer.
- e. **Facilities & Maintenance Services.** The City of Cortez Facilities Manager shall provide services related to the ongoing maintenance and upkeep of the Dispatch Center Facilities. However, alteration or construction of the Facility, which requires specific training, expertise, or certification, shall be handled by outside services supervised by the City of Cortez Facilities Manager.