

Posted on June 13, 2023 at: 15:00



TOWN OF WIGGINS

BOARD of TRUSTEES WORK SESSION

June 14, 2023 at 7:00 P.M.

304 CENTRAL AVENUE
WIGGINS, CO 80654

**THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM
OR WATCH ON YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON**

GO TO THE FOLLOWING SITE <https://us06web.zoom.us/j/88202736268> FOR THE MEETING LINK

WORK SESSION AGENDA

<u>AGENDA TOPIC</u>	<u>ESTIMATED TIME</u>
1. Presentation and Discussion on South Platte Mitigation Bank Sediment Placement Proposal – Stephen Decker, Rocky Mountain Mitigation	30 minutes
2. Discussion on updated IGA with Morgan County Communication Center and 911 Funds Board	20 minutes
3. Discussion on filling Clerk/Treasurer position	15 minutes
4. Main Street Construction Update	5 minutes
5. Other Items and Updates	10 minutes
6. Upcoming Board Meeting Agenda Topics	5 minutes
7. Future Work Session Topics	5 minutes

The Board of Trustees may adjourn for a brief Special Meeting after the Work Session



Rocky Mountain Mitigation

TOWN OF WIGGINS

SOUTH PLATTE MITIGATION BANK

SEDIMENT PLACEMENT PROPOSAL

MAY 2023

Who is Rocky Mountain Mitigation?



Colorado Based
Conservation
Organization



Creating natural
resource offset credits



Allow balance between
development and
conservation




Creating positive
environmental change
by restoration and
conservation



South Platte Mitigation Bank




- Restoring 200-acre site a wetland and stream site on Colorado State Land Board Property
- Parcel will be placed into conservation easement in perpetuity
- Adjacent to Town of Wiggins Parcel
- Need to excavate approximately 180,000 cubic yards of sediment
- Seeking sediment placement location


- 
- We are proposing to place sediment on the town of Wiggins parcel
 - We understand that Wiggins would be able to use sediment
 - We can shape sediment pile for use or storage
 - We can plant and maintain pile for invasive species depending on how Wiggins would like to use or store

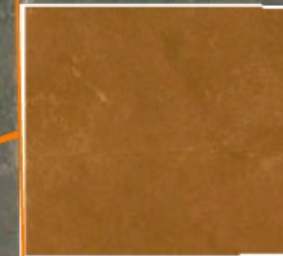
South Platte Mitigation Bank

Project Location in Red

Legend

-  Potential Path
-  Project Boundary
-  Sediment placement location

 **Town of Wiggins Parcel**



*Approximate sediment
placement location*



Questions?

Stephen Decker

303-351-1530

Decker@RockyMountainMitigation.com



Rocky Mountain Mitigation



STAFF SUMMARY

Board of Trustee Work Session

June 14, 2023

DATE: June 8, 2023

AGENDA ITEM NUMBER: 1

TOPIC: Resolution No. XX-2023 Updated Intergovernmental Agreement with the Morgan County Communications Center regarding the 911 Funds Board and the Communication Center Board

STAFF MEMBER RESPONSIBLE: Craig Miller, Chief of Police

BACKGROUND

Morgan County currently provides joint use of the Morgan County Communications Center for computer-aided dispatch and emergency communications. The Town of Wiggins entered into the original Intergovernmental Agreement (IGA) in 1984 with updates in 1997 and 2008. This updated IGA separates the 911 Funds Board, whose primary responsibility is to direct the expenditure of 911 surcharges, and the Communications Center Board, whose primary responsibility is to monitor and implement policies related to the operation of the communications center.

SUMMARY

This agreement greatly benefits the Town of Wiggins and the Wiggins Police Department, which otherwise would not be able to afford or maintain these operations on their own. This agreement continues to allow the Town of Wiggins to have a say in how 911 funds are expended, and in the policies and procedures that impact the Wiggins Police Department.

FISCAL IMPACT

Adoption of this resolution will potentially impact the Police Department budget since IT services provided by Morgan County will now be billed to us, something that has not occurred in the past. This cost cannot be quantified at this time but is not expected to exceed \$1000 per fiscal year.

APPLICABILITY TO TOWN OBJECTS AND GOALS TO PROVIDE SERVICES

The IGA is important to maintain so we can continue to utilize the communications center. This helps our police department to provide proactive public safety services for its residents, businesses, and visitors thus meeting the Town's goals of providing a safe community.

QUESTIONS/INFORMATION REQUESTED FROM THE BOARD OF TRUSTEES:

Does the Board of Trustees have any questions of staff?

Are the Trustees ready for staff to bring this forward at a future Board of Trustees meeting?

INTERGOVERNMENTAL AGREEMENT REGARDING
THE MORGAN COUNTY COMMUNICATIONS CENTER
(COMMUNICATION CENTER BOARD)

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2023 (the “Effective Date”), and among Morgan County, Colorado, a political subdivision of the State of Colorado (the “County”); the City of Brush, a Colorado municipality; the City of Fort Morgan, a Colorado home rule municipality; the Town of Log Lane Village, a Colorado municipality; the Town of Wiggins, a Colorado municipality; the Brush Rural Fire Protection District, a Title 32 special district; the Fort Morgan Rural Fire Protection District, a Title 32 special district; the Hillrose Rural Fire Protection District, a Title 32 special district; and the Wiggins Rural Fire Protection District, a Title 32 special district; (each a “Participant” or, collectively, the “Participants”).

WHEREAS, the Participants, which are comprised of Morgan County, the municipalities within Morgan County, and fire protection districts, have worked together since at least 1984 on cooperative emergency communications;

WHEREAS, Morgan County established the Morgan County Communications Center (the "Center"), a County department, to receive emergency telephone charges and continues to operate the Center;

WHEREAS, the efficiency and effectiveness of public safety communication services within Morgan County, Colorado, has been enhanced by the establishment of the Center, allowing operation of a consolidated 911 Public Safety Answering Point (a “PSAP”) and providing services to all of Morgan County;

WHEREAS, the Participants and the County now wish to establish a board to monitor and implement policies related to the operation of the Center;

WHEREAS, pursuant to Article 11 of Title 29, C.R.S., as amended, the Participants and the County are authorized to enter into agreements to provide for emergency telephone service; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., as amended, specifically C.R.S. §§ 29-1-203 and 204, encourage and authorize agreements of this nature.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the value and sufficiency of which are hereby acknowledged, the Participants and the County covenant and agree as follows:

ARTICLE I
DEFINITIONS

The definitions for the terms used in this Agreement shall be the same as the definitions provided for those terms in § 29-11-101, C.R.S., as amended.

ARTICLE II PURPOSE

A. The Participants and the County hereby acknowledge and affirm the existence of the Morgan County Communications Center (the “Center”), currently a department of Morgan County shall receive and administer emergency telephone service charges as set forth herein.

B. Certain operations of the Center shall be governed by the Communications Center Board, as established in this Agreement.

ARTICLE III THE COMMUNICATION CENTER BOARD

A. The certain operations of the Center shall be under the direction of the Communications Center Board, as herein established (“Board”). The Board shall be composed of the following members to represent the interests of the community and public safety user agencies:

1. The Morgan County Sheriff;
2. The Morgan County Ambulance Service Director;
3. One member who is a Morgan County Commissioner or designee, as selected and appointed by the Morgan County Board of County Commissioners;
4. One member appointed by the City of Brush;
5. One member appointed by the City of Fort Morgan;
6. One member appointed by the Town of Log Lane Village;
7. One member appointed by the Town of Wiggins; and
8. One fire chief appointed by the Rural Fire Protection Districts within Morgan County, and one alternate member chosen from the participating fire protection districts, which alternate shall have voting privileges in the absence of the appointed fire chief.

B. For the municipal and district Board members identified in subsections (4)-(8) above, the person so appointed shall be a member of the Board only so long as the respective municipality or district remains a Participant in this Agreement. The person so appointed shall be command staff ranking with sufficient authority to make binding decisions for the Participant.

C. For the municipal Board members identified in subsections (4)-(8) above, each Participant may select its member from among its municipal police or fire department employees.

D. Each member of the Board shall have one (1) vote. A quorum of the Board shall consist of five (5) members. Except as otherwise provided herein, no official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board members present at the time of the vote shall be required for the Board to take action. There shall be no proxy or email voting.

E. The Board shall be subject to the Colorado Open Meetings Law, C.R.S. § 24-6-402 (“COML”), and all meetings shall be open to the public. The Board shall further be subject to the Colorado Open Records Law, C.R.S. § 24-72-200.1 *et seq.*

F. In the event a Participant terminates participation in this Agreement pursuant to Article X of this Agreement, Board membership shall be adjusted accordingly.

F. Each member of the Board shall serve without compensation.

G. The Board membership shall not be modified without written amendment of this Agreement.

H. Each member of the Board shall serve a one-year term, beginning annually in January. A member may be appointed by a Participant for an unlimited number of annual terms.

I. The Board shall elect its officers annually at the January meeting.

1. The Board shall elect a Chairman and a Vice Chairman from among the appointed Board membership who shall perform the duties prescribed below and such other duties as may be prescribed by the parliamentary authority adopted from time to time by the Board. Newly elected officers shall begin their one-year term during the January meeting and immediately following their election. The Chairman and a Vice Chairman may be elected for an unlimited number of annual terms.

2. The Chairman shall preside at all regular and special meetings of the Board; may call special meetings as appropriate pursuant to Article IV(C) herein and may appoint Board members to serve on advisory committees as appropriate.

3. The Vice Chairman shall perform the duties of the Chairman in the event of the Chairman’s absence or incapacity and shall perform such other duties as may from time to time be designated by majority vote of the Board.

4. The position of Board Secretary shall always be held by the Morgan County 911 Communications Center Director. The Secretary shall be responsible for certifying the minutes of all Board meetings, signing formal Board resolutions, and completing and maintaining such other documents as may be required. In the absence of the Chairman and

Vice Chairman, the Secretary shall call a Board meeting to order. The Secretary shall prepare all meeting agendas, financial reports, or any other documentation requested by the Chairman pertaining to the Center. The Secretary shall maintain electronic copies of all Board meetings, financial documents prepared for meetings and any other documentation presented at any Board meeting. These documents shall be kept at the Center in the office of the Director.

5. In the event the Chairman or Vice Chairman's position becomes vacant, the vacancy shall be filled by a vote of the Board at its next regular meeting. No individual may hold more than one Board officer position at a time.

ARTICLE IV MEETINGS

A. Annual Meeting. The annual organizing meeting of the Board shall be held in January of each year. Approval of annual reports and such other business as may be necessary or required will occur during this meeting. In the event circumstances preclude holding the annual reorganization meeting in January, it shall be held as the next regular scheduled meeting.

B. Regular Meetings. Regular meetings shall be held at such times and places as the Board may determine, but the Board shall hold meetings at least quarterly beginning in January. The Secretary shall be responsible for preparing and distributing agendas for all regular and annual meetings. Agendas shall be distributed by electronic mail to the Board at least three (3) days before any regular or annual meeting. All Board members shall have the right to place items on the agenda. It shall be the responsibility of any Board member desiring to have an item placed on the agenda to send it to the Secretary via electronic mail at least one (1) day prior to the agenda deadline.

C. Special Meetings. The Chairman may call a special meeting at the request of a majority of the Board members. At least three (3) days advance written notice of any special meeting shall be given to all Board members, and the purpose(s) of the special meeting shall be given in said notice. Written notification may be in the form of electronic mail.

ARTICLE V POWERS OF THE BOARD

A. Enumerated Powers. The Board is authorized to undertake the following duties:

1. The Board shall be the sole policy making authority for the Center regarding its operations, record keeping and technical policies and procedures so as to ensure the Center's proper operations. The Board may not adopt any personnel policies.

2. The Board shall have the ability to recommend policies regarding the use of frequencies, assign identification numbers and systems, and adopt such rules and regulations as may be appropriate for the proper operation of the Center. The

Communication Center Director shall have the sole authority and discretion in taking any action related to the use of frequencies, assignment identification numbers and systems, and adoption such rules and regulations as may be appropriate for the proper operation of the Center.

3. The Board shall assist in the development of both short and long-term goals and objectives for the Center.

4. The Board shall submit suggestions and recommendations to the Participants and the County as appropriate to enhance the effectiveness and efficiency of the Center.

5. The Board shall coordinate with the telephone exchange service providers the operation of the 911 emergency telephone service and other matters relating to the Center's telecommunications systems and needs.

6. By advising and assisting the Morgan County Board of County Commissioners and the Center's professional management staff on policies and operations, the Board shall act as a liaison between the Center and the emergency services community in order to maintain a high quality 911 and public safety communications system.

7. The Board shall undertake such duties other duties and activities as it reasonably deems necessary to ensure the Center does the following:

a. Promotes the health, safety and general welfare of the citizens throughout Morgan County;

b. Continually improves the Center's procedural efficiency and technical capabilities to improve functioning as a PSAP;

c. Provides all Participants and the County with a single contact point for the notification of emergencies and receipt of routine and emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire, and Emergency Medical Services (EMS); and

d. Provides and maintains an efficient Computer Aided Dispatch System (CAD), as a way to preserve and maintain appropriate records received and made by the Center.

ARTICLE VI PARTICIPANT RESPONSIBILITIES

A. Each Participant shall maintain at its sole expense vehicle mobile radios, portable radios, or other Participant-owned communication devices or equipment and to modify said radios, communication devices or equipment, as necessary to safely and efficiently receive communications at the frequencies determined by the Board.

B. Each Participant shall coordinate efforts to modify its existing radios, telephone alarm boards, warning sirens, and any other owned communication devices or equipment as needed make such equipment compatible with the equipment furnished by the Board or the County as outlined in this Agreement. The Board may order modification of existing or future Participant-owned equipment to become compatible with Board or County-owned equipment and such modification shall occur at the Participant's expense.

C. If a Participant, including any employee or agent of a Participant, requests IT assistance from Morgan County staff, the Participant will be responsible for all costs associated with that assistance. Time spent assisting the Participant will be billed at the hourly rate of the applicable employee. The County will invoice the Participant for Morgan County staff time and such invoice shall be paid within thirty (30) days of delivery to the participant.

ARTICLE VII ADDITIONAL MORGAN COUNTY RESPONSIBILITIES

A. In addition to the general Participant Responsibilities set forth in Article VI of this Agreement, the County also shall maintain at its sole expense the FCC radio licenses needed by the Center and each Participant to operate the radio communication systems. The County shall be the sole owner of these licenses; yet, the County hereby delegates exclusive authority to the Board to designate use of said FCC radio licenses and the related radio frequencies.

B. The County shall purchase, furnish, equip, improve, enlarge, maintain and ensure all necessary equipment, furnishings, radios, telecommunications systems, antennae and towers, computers, microwave transmitters and receivers, interplexing equipment, and all equipment and furnishings located at the Center and at other locations as may be necessary to operate the Center, except as herein otherwise provided. However, available 911 Funds must be used to pay for these expenditures prior to the use of any County funds.

C. The County shall provide the offices, rooms, or buildings as reasonably, at the sole discretion of the County, necessary to house the Center within the County based in part upon the recommendations of the Board.

D. The Center is a County department, independent and separate from all other departments of the County government, and shall operate the Center as required by this Agreement.

E. The County shall employ necessary personnel to operate the Center, and said employees shall be County employees subject to the County's personnel policies and other employee regulations. Center employees shall receive all standard and customary benefits offered other County employees.

F. The appointment, promotion, termination, demotion or discipline of Center employees shall be accomplished solely by the Morgan County 911 Communications Center Director, subject to the review and approval of the Board of Morgan County Commissioners.

G. The appointment, promotion, termination, demotion or discipline of the Morgan County 911 Communications Center Director shall be the sole responsibility of the Board of Morgan County Commissioners.

ARTICLE VIII DURATION OF AGREEMENT

This Agreement shall be in effect from the Effective Date and shall continue for unless sooner terminated in accordance with Article X of the Agreement.

ARTICLE IX WITHDRAWAL / TERMINATION

A. Individual Participant Withdrawal. Any Participant may withdraw from this Agreement by providing written notice to the Board at least twelve (12) months prior to the Participant's date of withdrawal. A Participant that withdraws from the Agreement shall retain all right, title and interest to any real or personal property, if any, that it has made available for use by the Center and that is located within the withdrawing Participant's jurisdiction. However, even after withdrawal, a Participant shall allow the Center's use of and access to any equipment necessary for the continued safe and effective operation of the Center for up to an additional twelve (12) months.

B. County Withdrawal. The County may withdraw from this Agreement by providing written notice to the Board at least twelve (12) months prior to the County's date of withdrawal. The County, upon withdrawal, shall retain all right, title and interest to any real or personal property, if any, that it has made available for use by the Center. Withdraw of the County shall serve to terminate this Agreement.

C. Termination by Mutual Agreement of all Participants and the County. Upon agreement of all Participants and the County, as evidenced in writing, this Agreement may be terminated. The effective date of any such termination shall as designated by the parties.

ARTICLE XI GENERAL PROVISIONS

A. Assignment. This Agreement shall not be assigned by any Participant or the County, in whole or in part, without the prior written authorization of all Participants and the County.

B. Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Morgan County, Colorado.

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

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 hereof shall remain in full force and effect.

E. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Participants and the County, each of them, or their employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

F. No Joint Venture. Notwithstanding any provision hereof, the County shall never be a joint venture in any private entity or activity which participates in this Agreement, and the County shall never be liable or responsible for any debt or obligation of any Participant in this Agreement.

G. Notice. Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address set forth below.

Morgan County	City of Brush
Brush Rural Fire Protection District	City of Fort Morgan
Fort Morgan Rural Fire Protection District	Hillrose Rural Fire Protection District

Town of Log Lane Village	Town of Wiggins Chief of Police Town Manager 304 E Central Avenue Wiggins, CO 80654
Wiggins Rural Fire Protection District	

H. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of any Participant not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

I. Integration. This Agreement constitutes the entire understanding and agreement of the Participants and the County, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Participants and the County with respect to any and all of the subject matter hereof, including, without limitation, the 1984, 1997 and 2008 intergovernmental agreements between the County and some or all Participants.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

COUNTY OF MORGAN, COLORADO,
Acting through the BOARD OF COUNTY
COMMISSIONERS

Chair

Commissioner

Commissioner

(SEAL)

ATTEST:

County Clerk

DRAFT

CITY OF BRUSH, COLORADO,
A municipal corporation

Mayor

(SEAL)

ATTEST:

City Clerk

BRUSH RURAL FIRE PROTECTION DISTRICT,
BRUSH, COLORADO,
A quasi-municipal corporation

President

(SEAL)

ATTEST:

Secretary

CITY OF FORT MORGAN, COLORADO,
A Colorado home rule municipality

Mayor

(SEAL)

ATTEST:

City Clerk

FORT MORGAN RURAL FIRE PROTECTION
DISTRICT, FORT MORGAN, COLORADO,
A quasi-municipal corporation

President

(SEAL)

ATTEST:

Secretary

HILLROSE RURAL FIRE PROTECTION
DISTRICT, HILLROSE, COLORADO,
A quasi-municipal corporation

President

(SEAL)

ATTEST:

Secretary

TOWN OF LOG LANE VILLAGE, COLORADO,
A municipal corporation

Mayor

(SEAL)

ATTEST:

Town Clerk

TOWN OF WIGGINS, COLORADO,
A municipal corporation

Chris Franzen, Mayor

(SEAL)

ATTEST:

Tom Acre, Interim Town Clerk

WIGGINS RURAL FIRE PROTECTION
DISTRICT, WIGGINS, COLORADO,
A quasi-municipal corporation

President

(SEAL)

ATTEST:

Secretary

INTERGOVERNMENTAL AGREEMENT REGARDING 911 FUNDS
AND THE MORGAN COUNTY COMMUNICATIONS CENTER
(911 FUNDS BOARD)

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2023 (the “Effective Date”), and among Morgan County, Colorado, a political subdivision of the State of Colorado (the “County”); the City of Brush, a Colorado municipality (“Brush”); the City of Fort Morgan, a Colorado home rule municipality (“Fort Morgan”); the Town of Log Lane Village, a Colorado municipality (“Log Lane”); the Town of Wiggins, a Colorado municipality (“Wiggins”) and the Town of Hillrose (each municipality as a “Participant” or, collectively, the “Participants”).

WHEREAS, the Participants, which are comprised of Morgan County and the municipalities within Morgan Count have worked together since at least 1984 on cooperative emergency communications and expenditures of funds imposed pursuant to C.R.S. § 29-11-100.2 *et seq.*;

WHEREAS, the County established the Morgan County Communications Center (the “Center”), a County department, to receive emergency telephone charges and continues to operate the Center;

WHEREAS, the efficiency and effectiveness of public safety communication services within Morgan County, Colorado, has been enhanced by the establishment of the Center, allowing operation of a consolidated 911 Public Safety Answering Point (a “PSAP”) and providing services to all of Morgan County and its law enforcement and emergency services personnel;

WHEREAS, the Participants and the County acknowledge the Center has improved police, fire and emergency medical service communications within the boundaries of the participating jurisdictions and agree it is appropriate and desirable to continue funding these services through the emergency telephone charge as authorized by C.R.S. § 29-11-102 and as specified within this Agreement;

WHEREAS, the Participants and the County desire to establish a 911 Funds Board to direct the expenditure of 911 surcharges imposed by the Participants and the County in accordance with C.R.S. § 29-11-104, as amended (“911 Funds”);

WHEREAS, pursuant to Article 11 of Title 29, C.R.S., as amended, the Participants and the County are authorized to enter into agreements to provide for emergency telephone service; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., as amended, specifically C.R.S. §§ 29-1-203 and 204, encourage and authorize agreements of this nature.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the value and sufficiency of which are hereby acknowledged, the Participants and the County covenant and agree as follows:

ARTICLE I DEFINITIONS

The definitions for the terms used in this Agreement shall be the same as the definitions provided for those terms in § 29-11-101, C.R.S., as amended.

ARTICLE II PURPOSE

A. The Participants and the County hereby acknowledge and affirm the existence of the Center, a department of Morgan County, shall receive and administer emergency telephone service charges as set forth herein.

B. The expenditure of 911 Funds, collected by the County and the Participants, shall be approved by the members of the 911 Funds Board, as established in this Agreement.

ARTICLE III 911 FUNDS BOARD

A. The expenditure of 911 Funds shall be approved by and under the direction of the 911 Funds Board ("Board"), as herein established. The Board shall be composed of the following members to represent the interests of the community and public safety user agencies:

1. One member who is a Morgan County Commissioner, as selected and appointed by the Morgan County Board of County Commissioners;
2. One member appointed by the City of Brush City Council;
3. One member appointed by the City of Fort Morgan City Council;
4. One member appointed by the Town of Log Lane Village Board of Trustees; and
5. One member appointed by the Town of Wiggins Board of Trustees.
6. One member appointed by the Town of Hillrose Board of Trustees.

B. For the Participant members identified in subsections (2)-(6) above, the person so appointed shall be a member of the Board only so long as the respective municipality remains a Participant in this Agreement. The person so appointed shall be of member of the municipality's administrative staff (e.g., Town or City Manager or Administrator) or a member of the elected governing body of the municipality.

C. Each member of the Board shall have one (1) vote. A quorum of the Board shall consist of three (3) members. Except as otherwise provided herein, no official action may be taken by the Board on any matter unless a quorum is present. The affirmative vote of a majority of the Board members present at the time of the vote shall be required for the Board to take action. There shall be no proxy or email voting.

D. The Board shall be subject to the Colorado Open Meetings Law, C.R.S. § 24-6-402 (“COML”), and all meetings shall be open to the public. The Board shall further be subject to the Colorado Records Law, C.R.S. § 24-72-200.1 *et seq.*

E. Each member of the Board shall serve without compensation.

F. The Board membership shall not be modified without written amendment of this Agreement.

G. Each member of the Board shall serve a one-year term, beginning annually in January. A member may be appointed by a Participant for an unlimited number of annual terms.

I. The Board shall elect its officers annually at the January meeting.

1. The Board shall elect a Chairman and a Vice Chairman from among the appointed Board membership who shall perform the duties prescribed below. Newly elected officers shall begin their one-year term during the January meeting and immediately following their election. The Chairman and a Vice Chairman may be elected for an unlimited number of annual terms.

2. The Chairman shall preside at all regular and special meetings of the Board; may call special meetings as appropriate pursuant to Article IV(C) herein and may appoint Board members to serve on advisory committees as appropriate.

3. The Vice Chairman shall perform the duties of the Chairman in the event of the Chairman’s absence or incapacity and shall perform such other duties as may from time to time be designated by majority vote of the Board.

4. The position of secretary to the Board shall always be held by the Morgan County 911 Communications Center Director. The secretary shall be responsible for certifying the minutes of all Board meetings, signing formal Board resolutions, and completing and maintaining such other documents as may be required. In the absence of the Chairman and Vice Chairman, the secretary shall call a Board meeting to order. The secretary shall prepare all meeting agendas, financial reports, or any other documentation requested by the Chairman pertaining to the Center. The secretary shall maintain electronic copies of all Board meetings, financial documents prepared for meetings and any other documentation presented at any Board meeting. These documents shall be kept at the Center in the office of the Director.

5. In the event the Chairman or Vice Chairman's position becomes vacant, the vacancy shall be filled by a vote of the Board at its next regular meeting. No individual may hold more than one Board officer position at a time.

ARTICLE IV MEETINGS

A. Annual Meeting. The annual organizing meeting of the Board shall be held in January of each year. Approval of annual reports and such other business as may be necessary or required will occur during this meeting. In the event circumstances preclude holding the annual reorganization meeting in January, it shall be held as the next regular scheduled meeting.

B. Regular Meetings. Regular meetings shall be held at such times and places as the Board may determine, but the Board shall hold meetings at least quarterly beginning in January. The Secretary shall be responsible for preparing and distributing agendas for all regular and annual meetings. Agendas shall be distributed by electronic mail to the Board at least three (3) days before any regular or annual meeting. All Board members shall have the right to place items on the agenda in accordance with the COML. It shall be the responsibility of any Board member desiring to have an item placed on the agenda to send it to the Secretary via electronic mail at least one (1) day prior to the agenda deadline.

C. Special Meetings. The Chairman may call a special meeting at the request of a majority of the Board members. At least three (3) days advance written notice of any special meeting shall be given to all Board members, and the purpose(s) of the special meeting shall be given in said notice. Written notification may be in the form of electronic mail.

ARTICLE V POWERS OF THE 911 FUNDS BOARD

A. Powers. The Board is authorized to approve the expenditure of 911 Funds for the operation and maintenance of the Center in accordance with C.R.S. § 29-11-104, as amended. More specifically, the Board shall have the following powers:

1. The Board shall assist in the development and strategic management of the Center's budget.
2. The Board shall prepare and present a monthly budget activity report at all regular meetings showing collection and distribution of the 911 Funds.
3. The Board shall submit an annual budget request, by August 15th each year, to the Morgan County Board of County Commissioners for the operation of the Center, which budget shall include the 911 Funds as well as any amounts received by the Board from any other source.

4. The Center shall use the 911 Funds as authorized by C.R.S. § 29-11-104, as amended. The 911 Funds shall be accounted for and budgeted in a separate cash fund, subject to the expenditure limitations as outlined in C.R.S. § 29-11-104, as amended.

5. The Morgan County Board of County Commissioners shall approve that portion of the Board's budget for use and expenditure of the 911 Funds, provided that such expenditures satisfy statutory limitations. The Morgan County Board of County Commissioners shall not have the authority to override the Board's authority to use the 911 Funds as provided by law. The Morgan County Board of County Commissioners have the authority to amend any portion of the Board's budget related to expenditures for which the source of revenue is other than 911 Funds.

6. If the Board is found by a court of competent jurisdiction to have violated the criteria outlined in C.R.S. § 29-11-104, as amended, with an improper use or expenditure of 911 Funds, and a reimbursement is ordered, the Board shall assess each Participant a portion of the reimbursement amount equal in proportion to the amount of 911 Funds collected and contributed by each Participant in the year of the improper expenditure.

ARTICLE VI PARTICIPANT RESPONSIBILITIES

A. Each Participant hereby delegates to the Board and the County the authority to receive, budget, spend, appropriate and audit the 911 Funds generated within each Participant's jurisdiction.

B. Each Participant shall adopt and shall not repeal while participating as a Participant in this Agreement, an appropriate ordinance or resolution authorizing the imposition and collection of the 911 Funds upon each telephone service user in the Participant's jurisdiction. In addition, each Participant has delegated to the County the authority to raise each Participant's 911 surcharge annually up to the amount designated by the Colorado Public Utilities Commission. Such delegation shall remain in effect during the term of this Agreement.

ARTICLE VII ADDITIONAL MORGAN COUNTY RESPONSIBILITIES

A. In addition to the general Participant Responsibilities set forth in Article VI of this Agreement, the County also shall maintain at its sole expense the FCC radio licenses needed by the Center and each Participant to operate the radio communication systems. The County shall be the sole owner of these licenses.

B. The County shall purchase, furnish, equip, improve, enlarge, maintain and ensure all necessary equipment, furnishings, radios, telecommunications systems, antennae and towers, computers, microwave transmitters and receivers, interplexing equipment, and all equipment and furnishings located at the Center and at other locations as may be necessary to operate the Center,

except as herein otherwise provided. However, available 911 Funds must be used to pay for these expenditures, pursuant to C.R.S. § 29-11-104, prior to the use of any County funds.

C. The County shall provide the offices, rooms, or buildings as reasonably necessary, at the sole discretion of the County, to house the Center within the County based in part upon the recommendations of the Board.

D. The County shall establish and continue the operation of the Center as a department within the Morgan County government, independent and separate from all other departments of Morgan County.

E. The County shall employ necessary personnel to operate the Center, and said employees shall be County employees subject to the County's personnel policies and other employee regulations. Center employees shall receive all standard and customary benefits offered other County employees.

F. The appointment, promotion, termination, demotion or discipline of Center employees shall be subject to the sole authority of the County and the County personnel policies.

G. The appointment, promotion, termination, demotion or discipline of the Morgan County 911 Communications Center Director shall be the sole responsibility of the Board of Morgan County Commissioners.

ARTICLE VIII FINANCE, ASSESTS, PURCHASING POLICIES AND PROCEDURES

A. The County shall administer as the Board's budget, including the 911 Funds, necessary for the operation and maintenance of the Center. The 911 Funds shall be paid to the Morgan County Treasurer, and, as permitted by law, the Morgan County Treasurer may assess an administration fee of 1% of the 911 Funds collected. Any interest earned on the 911 Funds shall be deposited into the County's General Fund to compensate the County for its administrative costs associated with 911 Funds and the Center, as allowed by law, and the County shall audit the 911 Funds.

B. The County shall receive, appropriate and disburse the 911 Funds in accordance with the approved budget for the 911 Funds. The 911 Funds received which are in excess of the anticipated revenues in the approved budget shall be retained by the County, in the 911 Fund, until the Board approves and submits an amended budget to the County Commissioners, in accordance with Article V(A).

C. Commencing with the 2024 budget, the Board shall budget a minimum amount of Five Hundred Thousand Dollars (\$500,000.00), which shall consist of Participant 911 Funds and other Participant contributions, as necessary, towards the allowed expenditures of 911 Funds and the operation of the Center. For the 2025 budget and each subsequent budget, the minimum

budget amount shall be the minimum budget amount from the previous calendar year, increased by five percent (5%), as prioritized by C.R.S. § 29-11-104.

D. In spending its allocated budget, the Board, on behalf of the Center, shall follow the Morgan County Purchasing Policies and Procedures as adopted and amended by the Board of County Commissioners (the "County Purchasing Policies").

E. Emergency purchases may be made in circumstances consistent with the County Purchasing Policies with the following modifications to accommodate the Board. The Morgan County 911 Communications Center Director may make or authorize others to make, verbally or in writing, the emergency procurement of supplies, services or construction items up to Eight Thousand Dollars (\$8,000.00) when there exists an immediate threat to the public health, welfare or safety, provided that such emergency procurement is made with as much competition as practical under the circumstances. The basis for the emergency and for the selection of a particular contractor shall be maintained as a public record.

ARTICLE IX DURATION OF AGREEMENT

A. This Agreement shall be in effect from the Effective Date and shall continue unless sooner terminated in accordance with Article X of the Agreement.

B. By January 15th of the fiscal year in which the County's budget for the Center totals One Million Five Hundred Thousand (\$1,500,000.00), exclusive of the 911 Funds budget, the Participants and the County shall commence discussions on whether to establish a separate legal entity to operate the Center. If the Participants and the County agree to establish a separate legal entity, the new entity must be created by January 15th of the following year from the commencement of discussions. Alternatively, if the Participants and the County cannot agree to or determine not to establish a separate legal entity to operate the Center, the Participants shall, subject to Article XI.H of this Agreement, be required to contribute to the Center's budget their proportionate share of the costs of operation of the Center through its annual budget. The intent of this provision is that the County and Participants receiving service from the Center fund the annual operating expenses of the Center, as necessary, beyond available 911 Funds. The annual budget of the Center shall include, but not be limited to, compensation and benefits for Center staff, non-capital equipment, utilities and rent, materials and supplies, contract maintenance and repairs, phone system operational charges and contractual payments necessary to support the operations of the Center.

ARTICLE X WITHDRAWAL / TERMINATION

A. Individual Participant Withdrawal. Any Participant may withdraw from this Agreement by providing written notice to the Board at least twelve (12) months prior to the Participant's date of withdrawal. A Participant that withdraws from the Agreement shall retain all right, title and interest to any real or personal property, if any, that it has made available for use by

the Center and that is located within the withdrawing Participant's jurisdiction. However, even after withdrawal, a Participant shall allow the Center's use of and access to any equipment necessary for the continued safe and effective operation of the Center for up to an additional twelve (12) months.

B. County Withdrawal. The County may withdraw from this Agreement by providing written notice to the Board at least twelve (12) months prior to the County's date of withdrawal. The County, upon withdrawal, shall retain all right, title and interest to any real or personal property, if any, that it has made available for use by the Center. Withdraw of the County shall serve to terminate this Agreement.

C. Termination by Mutual Agreement of all Participants and the County. Upon agreement of all Participants and the County, as evidenced in writing, this Agreement may be terminated. The effective date of any such termination shall be as mutually agreed upon by the Participants and the County.

ARTICLE XI GENERAL PROVISIONS

A. Assignment. This Agreement shall not be assigned by any Participant or the County, in whole or in part, without the prior written authorization of all Participants and the County.

B. Governing Law and Venue. The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Morgan County, Colorado.

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

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 hereof shall remain in full force and effect.

E. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Participants and the County, each of them, or their employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

F. No Joint Venture. Notwithstanding any provision hereof, the County shall never be a joint venture in any private entity or activity which participates in this Agreement, and the County shall never be liable or responsible for any debt or obligation of any Participant in this Agreement.

G. Notice. Notices under this Agreement shall be sufficiently given if sent by regular U.S. mail, postage prepaid, to the address set forth below.

Morgan County	City of Brush
Town of Wiggins Town Manager 304 E Central Avenue Wiggins, CO 80654	City of Fort Morgan
Town of Log Lane Village	Town of Hillrose

H. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of any Participant not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

I. Integration. This Agreement constitutes the entire understanding and agreement of the Participants and the County, integrates all the terms and conditions mentioned herein or incidental thereto, and supersedes all negotiations or previous arrangements between the Participants and the County with respect to any and all of the subject matter hereof, including, without limitation, the 1984, 1997 and 2008 intergovernmental agreements between the County and some or all Participants.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

COUNTY OF MORGAN, COLORADO,
Acting through the BOARD OF COUNTY
COMMISSIONERS

Chair

Commissioner

Commissioner

(SEAL)

ATTEST:

County Clerk

CITY OF BRUSH, COLORADO,
A municipal corporation

Mayor

(SEAL)

ATTEST:

City Clerk

CITY OF FORT MORGAN, COLORADO,
A Colorado home rule municipality

Mayor

(SEAL)

ATTEST:

City Clerk

TOWN OF LOG LANE VILLAGE, COLORADO,
A municipal corporation

Mayor

(SEAL)

ATTEST:

Town Clerk

TOWN OF WIGGINS, COLORADO,
A municipal corporation

Chris Franzen, Mayor

(SEAL)

ATTEST:

Tom Acre, Interim Town Clerk

TOWN OF HILLROSE, COLORADO,
A municipal corporation

Mayor

(SEAL)

ATTEST:

Town Clerk

DRAFT