

**A
RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING THE SECOND AMENDED AND RESTATED ARAPAHOE COUNTY
911 AUTHORITY INTERGOVERNMENTAL AGREEMENT**

WHEREAS, pursuant to Part 1 of Article 11 of Title 29, C.R.S. (the "Emergency Telephone Service Law"), the City of Cherry Hills Village ("City") is authorized to enter into agreements for the purpose of providing emergency telephone service and emergency notification services and to impose an emergency telephone charge (the "ETC"); and

WHEREAS, C.R.S. Section 29-1-203 authorizes governments to cooperate or contract with one another to provide any function, service, or facility; and

WHEREAS, in 1988, certain bodies politic in Arapahoe County entered into an Intergovernmental Agreement for Establishment of the Emergency Telephone Service Authority (the "Original IGA"), which created the Arapahoe County E-911 Emergency Telephone Service Authority (the "Authority"); and

WHEREAS, in 2000, the City and other parties entered into the First Amended Intergovernmental Agreement for the Establishment of an Emergency Communications Service Authority (the "First Amended IGA"), which superseded the Original IGA; and

WHEREAS, the Authority has presented the City with a Second Amended and Restated Arapahoe County 911 Authority Intergovernmental Agreement ("Proposed Agreement"), to be effective as of March 1, 2020; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units for receiving services; and

WHEREAS, the City and the County agree that intergovernmental cooperation such as that reflected in the Proposed Agreement creates efficiencies in operation, resources and cost, and thus furthers the public health, safety and welfare of the residents of the City; and

WHEREAS, the City desires to enter into the Proposed Agreement in accordance with the terms and conditions set forth therein.

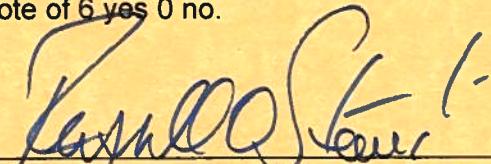
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cherry Hills Village, Colorado that:

Section 1. The City Council hereby approves the attached Second Amended and Restated Arapahoe County 911 Authority Intergovernmental Agreement between the City of Cherry Hills Village, Arapahoe County, and the other parties to that Agreement as enumerated therein, and authorizes the Mayor to execute said Agreement on behalf of the City.

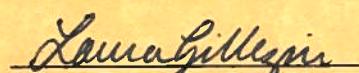
Section 2. This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of City Council this 3rd day of March, 2020, by a vote of 6 yes 0 no.

(SEAL)


Russell O. Stewart, Mayor

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM:


Kathie B. Guckenberger, City Attorney

**ATTACHMENT A TO RESOLUTION 7, SERIES 2020:
SECOND AMENDED AND RESTATED ARAPAHOE COUNTY 911 AUTHORITY
INTERGOVERNMENTAL AGREEMENT**

**Second Amended and Restated
Arapahoe County 911 Authority
Intergovernmental Agreement**

Effective March 1, 2020

**Second Amended and Restated
Arapahoe County 911 Authority
Intergovernmental Agreement**

Table of Contents

Article 1. The Authority.....	2
Section 1.01 Continuation of the Authority as a Separate Legal Entity.....	2
Section 1.02 Name of the Authority	2
Section 1.03 Status of the Authority	3
Section 1.04 Boundaries of the Authority	3
Section 1.05 Purpose of the Authority.....	3
Section 1.06 Powers of the Authority.....	3
Section 1.07 Obligations of the Authority.....	5
Section 1.08 Authority Assets.....	5
Section 1.09 Obligations of the Parties	5
Article 2. Board of Directors.....	5
Section 2.01 Board of Directors	5
Section 2.02 General Standards of Conduct for Directors	6
Section 2.03 Number of Directors	6
Section 2.04 Appointment of Directors.....	6
Section 2.05 Directors' Terms	7
Section 2.06 Resignations, Removals, and Vacancies.....	7
Section 2.07 Officers of the Board	8
Section 2.08 Meetings	8
Section 2.09 Quorum and Voting.....	8
Section 2.10 Participation by Electronic Means	8
Section 2.11 Compensation.....	8
Section 2.12 Committees.....	8
Article 3. Term and Termination of this Agreement.....	8
Section 3.01 Term	8
Section 3.02 Termination	8
Article 4. General Provisions	9
Section 4.01 Parties	9
Section 4.02 Amendments.....	10

Table of Contents (continued)
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Section 4.03	Further Assurances	10
Section 4.04	Notices.....	10
Section 4.05	Governing Law.....	10
Section 4.06	Venue	10
SECTION 4.07	WAIVER OF RIGHT TO JURY TRIAL.....	10
Section 4.08	Relationship of the Parties	10
Section 4.09	Force Majeure	11
Section 4.10	Entire Agreement.....	11
Section 4.11	Waiver	11
Section 4.12	Severability	11
Section 4.13	Third Party Beneficiaries	11
Section 4.14	Counterparts	11
Section 4.15	Rules of Construction	11

**Second Amended and Restated
Arapahoe County 911 Authority
Intergovernmental Agreement**

This Second Amended and Restated Arapahoe County 911 Authority Intergovernmental Agreement (this “Agreement”) is effective March 1, 2020 (the “Effective Date”), by and among the following parties (each a “Party” and collectively the “Parties”):

1. Arapahoe County, a Colorado county (“Arapahoe County”) acting by and through its Board of County Commissioners (the “Arapahoe BOCC”);
2. Bennett Fire Protection District, a special district;
3. Town of Bow Mar, a municipal corporation;
4. Byers Fire Protection District, a special district;
5. South Metro Fire Rescue Fire Protection District, a special district;
6. City of Centennial, a municipal corporation;
7. City of Cherry Hills Village, a municipal corporation;
8. Town of Columbine Valley, a municipal corporation;
9. Cunningham Fire Protection District, a special district;
10. Town of Deer Trail, a municipal corporation;
11. Deer Trail Fire Protection District, a special district;
12. City of Englewood, a municipal corporation;
13. Town of Foxfield, a municipal corporation;
14. City of Glendale, a municipal corporation;
15. City of Greenwood Village, a municipal corporation;
16. City of Littleton, a municipal corporation;
17. Sable-Altura Fire Protection District, a special district;
18. City of Sheridan, a municipal corporation; and
19. Strasburg Fire Protection District, a special district.

Capitalized terms are defined throughout this Agreement.

Recitals

- A. The Parties are bodies politic and corporate located wholly or partially within Arapahoe County, Colorado.

*Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

B. In 1988, certain of the Parties and others entered into that certain Intergovernmental Agreement for Establishment of the Emergency Telephone Service Authority (the "Original IGA"), which created the Arapahoe County E-911 Emergency Telephone Service Authority (the "Authority").

C. In 2000, certain of the Parties and others entered into that certain First Amended Intergovernmental Agreement for the Establishment of an Emergency Communications Service Authority (the "First Amended IGA"), which superseded the Original IGA.

D. Pursuant to Part 1 of Article 11 of Title 29, C.R.S. (the "Emergency Telephone Service Law"), the Parties have the authority to enter into agreements for the purpose of providing emergency telephone service and emergency notification services and to impose an emergency telephone charge (the "ETC").

E. Part 2 of Article 1 of Title 29, C.R.S., encourages and authorizes governmental entities to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities. Specifically, C.R.S. § 29-1-103.5 authorizes the establishment of a separate legal entity for those purposes.

F. The Parties desire to amend and restate the provisions of the Original IGA and the First Amended IGA as set forth herein.

G. Article XVII of the First Amended IGA permits amendments upon the affirmative vote of at least two-thirds (2/3) of the parties to the First Amended IGA, provided that a majority of the population in the Authority's jurisdiction reside within the jurisdictional boundaries of the parties that voted in favor of the amendment.

H. This Agreement will become effective as of the Effective Date upon a resolution of the Authority's board of directors (the "Board") confirming that the parties to the First Amended IGA complied with Article XVII thereof.

Agreement

Now, therefore, in consideration of the recitals and the mutual promises set forth herein, the Parties agree as follows:

Article 1. The Authority

Section 1.01 Continuation of the Authority as a Separate Legal Entity. The Authority created under the Original IGA and continued under the First Amended IGA shall remain in existence and continue as a separate legal entity, subject to the provisions of this Agreement.

Section 1.02 Name of the Authority. The name of the Authority shall be the **Arapahoe County 911 Authority**.

*Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Section 1.03 Status of the Authority.

(a) Separate Legal Entity. The Authority is a separate legal entity established in accordance with C.R.S. § 29-1-203.5. As such, the Authority is a political subdivision and public corporation of the State of Colorado and is separate from the Parties.

(b) Open Meetings. The Authority is a “local public body” under C.R.S. § 24-6-402 and the Authority’s meetings shall be conducted in accordance with the provisions thereof.

(c) Governmental Immunity. The Authority is a “public entity” pursuant to the Colorado Governmental Immunity Act, Article 10 of Title 24, C.R.S. (“CGIA”), and shall be operated in accordance with the CGIA.

(d) Open Records. As a political subdivision of the State of Colorado, the Authority is subject to the Colorado Open Records Act, Part 2 of Article 72, Title 24, C.R.S.

(e) Default Contractual Provisions. As permitted by C.R.S. § 24-101-105(2), the Authority shall be deemed to have adopted, and shall be subject to (as if the Authority were the state), the provisions of C.R.S. § 24-106-109.

Section 1.04 Boundaries of the Authority. The jurisdictional boundaries of the Authority shall be comprised of the following, as may be changed from time to time: (a) the unincorporated portions of Arapahoe County; (b) those portions of Arapahoe County which are incorporated into a Party’s jurisdiction; and (c) those portions of adjacent counties (i) that are incorporated into a Party’s jurisdiction and (ii) in which the Authority collects the ETC.

Section 1.05 Purpose of the Authority. The purpose of the Authority is to support 9-1-1 service (including emergency telephone service, emergency notification service, and basic emergency service) in the Authority’s jurisdiction in accordance with the Emergency Telephone Service Law and other applicable law. “9-1-1” means a three-digit number to facilitate the reporting of an emergency requiring response by a public safety agency.

Section 1.06 Powers of the Authority.

(a) Emergency Telephone Service Law.

(i) Generally. The Authority is a “governing body” under the Emergency Telephone Service Law.

(ii) Emergency Telephone Charge.

(1) Amount of the ETC. The Authority shall set the amount of the ETC pursuant to the Emergency Telephone Service Law, including C.R.S. § 29-11-102(2).

(2) Annual Determination of ETC Rate. In accordance with the Emergency Telephone Service Law, including C.R.S. § 29-11-103(3), the Authority shall annually establish the amount of the ETC such that, together with any surplus revenues carried forward, the ETC will produce sufficient revenues to fund the Authority’s authorized expenditures.

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

(3) Handling of ETC Revenue. Monies collected from the ETC ("ETC Funds") shall be kept in accordance with the Emergency Telephone Service Law, including C.R.S. § 29-11-104(3).

(4) Use of ETC Revenue. ETC Funds shall be spent solely as authorized by the Emergency Telephone Service Law, including C.R.S. § 29-11-104(2).

(b) Additional Authority. In order to enable the Authority to exercise its rights and perform its obligations, and subject to and in accordance with applicable law, the Authority shall have the power and authority to do all of the following:

- (i) conduct its business and affairs for the benefit of the Parties and their residents;
- (ii) enter into, make, and perform contracts of every kind;
- (iii) adopt rules and regulations regarding the exercise of its powers and the carrying out of its purposes;
- (iv) incur debts, liabilities, and obligations;
- (v) borrow money and make, accept, endorse, execute, issue, and deliver notes and other obligations of the Authority for monies borrowed, or in payment for property acquired, or for any of the other purposes, services, or functions contemplated by this Agreement;
- (vi) secure the payment of any Authority obligation by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by lien upon or assignment of all or any part of the properties, rights, assets, contract, easements, revenues, and privileges of the Authority;
- (vii) issue bonds, notes, or other obligations payable from the revenues derived or to be derived from the ETC;
- (viii) acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any legal or equitable interest in real or personal property;
- (ix) apply for and receive grants in its own name;
- (x) engage, employ, or appoint agents or service providers, including accountants, architects, attorneys, consultants, employees, engineers, executive directors, and managers, and to pay the direct and indirect reasonable costs for services rendered to the Authority;
- (xi) purchase insurance;
- (xii) litigate, arbitrate, and / or mediate in its own name;
- (xiii) participate in administrative proceeding before the state or federal government and advocate for or against issues before legislative or administrative bodies;
- (xiv) receive contributions of gifts, grants, or services; and

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

(xv) exercise any additional power or authority, not inconsistent with this Agreement, that is necessary or appropriate to carry out the intent of this Agreement.

Section 1.07 Obligations of the Authority.

(a) Annual Budget. Unless the financial activities of the Authority are fully reported in the budget of one of the Parties, the Authority shall annually prepare a budget in accordance with the Local Government Budget Law of Colorado, Part 1 of Article 1 of Title 29, C.R.S.

(b) Distribution of Funds. The Board may establish policies and procedures for the distribution and expenditure of the Authority's funds, including of ETC Funds.

(c) Books and Records. The Authority shall maintain adequate and correct accounts of its funds, properties, and business transactions. The Authority's accounts shall be open to inspection at any reasonable time by the Parties, their attorneys, and their authorized agents.

(d) Audit. Unless the financial activities of the Authority are fully reported in the audit of one of the Parties, the Authority shall cause to be made an annual audit of the financial statements of the Authority for each fiscal year, which audit shall be conducted by an independent certified public accountant licensed to practice in the State of Colorado and which shall be conducted in accordance with the Colorado Local Government Audit Law, Part 6 of Article 1 of Title 29, C.R.S., and § 29-11-104(5), C.R.S.

(e) Compliance with Law. The Authority shall comply with any applicable law or regulation. If the Authority's performance of an obligation imposed by this Agreement would result in the Authority's violation of an applicable law, the Authority shall take a course of action that, in its reasonable determination, would carry out the intent of this Agreement while not violating the law.

Section 1.08 Authority Assets. Any assets, goods, or services received or purchased by the Authority shall be owned by the Authority, unless the Board determines otherwise.

Section 1.09 Obligations of the Parties. If the Authority provides, makes available, or transfers ownership of assets, goods, or services purchased using ETC Funds ("ETC Assets") or ETC Funds to a Party, the recipient-Party shall only use such ETC Assets or ETC Funds in accordance with: (a) any conditions imposed by the Authority; (b) any written policies of the Authority then in effect; (c) any agreements between the Authority and the Party; and (d) the Emergency Telephone Service Law.

Article 2. Board of Directors

Section 2.01 Board of Directors. All powers of the Authority shall be exercised by or under the authority of, and the business and affairs of the Authority shall be managed under the direction of, the Authority's board of directors (the "Board"), in which all administrative and legislative power of the Authority is vested.

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Section 2.02 General Standards of Conduct for Directors.

(a) Standard. Each director of the Board (a “Director”) shall discharge the Director’s duties as a Director: (i) in good faith; (ii) with the care an ordinarily prudent person in a like position should exercise under similar circumstances; (iii) in a manner the Director reasonably believes to be in the best interests of the Authority; and (iv) otherwise in accordance with applicable law.

(b) Reliance on Experts. In discharging his or her duties, a Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more of the following persons or groups: (i) one or more employees of any Party whom the Director reasonably believes to be reliable and competent in the matters presented; and (ii) legal counsel, public accountant, or another person as to matters that the Director reasonably believes to be within such person’s professional or expert competence.

(c) Knowledge. A Director is not acting in good faith if the Director has knowledge concerning the matter in question that makes reliance otherwise permitted by Section 2.02(b) unwarranted.

(d) Liability for Actions. A Director shall not be liable as such to the Authority or any Party for any action taken, or omitted to be taken, as a Director performing the duties of the position in compliance with this Section 2.02. Nothing in this Section 2.02 shall modify or lessen any protection or limitation of liability afforded to Directors under applicable law.

Section 2.03 Number of Directors. The Board shall be comprised of five Directors appointed as set forth in Section 2.04.

Section 2.04 Appointment of Directors.

(a) Law Enforcement Directors. The Arapahoe BOCC shall appoint two Directors (each, a “Law Enforcement Director”) from the nominees submitted by the Parties that operate law enforcement agencies, provided that each Party entitled to nominate a candidate for a Law Enforcement Director vacancy may only submit one nominee per vacancy.

(b) Fire Protection Directors. The Arapahoe BOCC shall appoint two Directors (each, a “Fire Protection Director”) from the nominees submitted by the Parties that operate fire protection/fire rescue agencies, provided that each Party entitled to nominate a candidate for a Fire Protection Director vacancy may only submit one nominee per vacancy.

(c) At-Large Director. The Arapahoe BOCC shall appoint one Director in its discretion (an “At-Large Director”).

(d) Nomination Procedure. Each nomination for a Director candidate shall be in writing. The Board may specify reasonable deadlines for the submission of nominations.

(e) Director Qualifications. A Director must be at least 18 years old and must either (i) reside in the Authority’s jurisdiction (as determined in Section 1.04) or (ii) be employed by a Party.

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

(f) Existing Directors. The five existing Directors serving as of the Effective Date (the "Existing Directors") shall remain as Directors immediately after the Effective Date to finish their Terms, provided that two Existing Directors' Terms shall expire in 2020, two Existing Directors' Terms shall expire in 2021, and the final Existing Director's Term shall expire in 2022. The Board shall identify which Existing Director's Term expires in which year.

Section 2.05 Directors' Terms.

(a) Generally. Each Director may serve an unlimited number of three year terms (each, a "Term"). Each Term shall expire on the last day of February of the third year of the Term; provided, however, that a Director shall remain in office until his or her successor is appointed (unless the Director resigns or is removed pursuant to this Agreement).

(b) Staggered Terms.

(i) In 2020, one Law Enforcement Director and one Fire Protection Director shall be appointed.

(ii) In 2021, one Law Enforcement Director and one Fire Protection Director shall be appointed.

(iii) In 2022, one At-Large Director shall be appointed.

Section 2.06 Resignations, Removals, and Vacancies.

(a) Resignations of Directors. A Director may resign at any time by giving written notice to the Board Chair. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(b) Removal of Directors.

(i) Removal by Board. A Director may be removed for cause (as determined in the reasonable discretion of the Board) by the unanimous affirmative vote of the remaining Directors (i.e., all the Directors except the Director being removed); provided, however, that the unanimous affirmative vote of the remaining Directors totals at least three Directors. A Director removed under this Section 2.06(b)(i) may not be reappointed as a Director.

(ii) Removal by the Arapahoe BOCC. The Arapahoe BOCC may remove: (1) a Law Enforcement Director upon receipt of notice of the affirmative vote of a majority of the Parties that operate law enforcement agencies; and (2) a Fire Protection Director upon receipt of notice of the affirmative vote of a majority of the Parties that operate fire protection/fire rescue agencies. The Arapahoe BOCC may remove an At-Large Director in the Arapahoe BOCC's discretion.

(c) Vacancies on the Board. A vacancy occurring on the Board shall be filled in accordance with Section 2.04. Any person appointed to fill a vacancy shall complete the prior Director's Term.

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Section 2.07 Officers of the Board. The Board shall annually elect one Director to each of the following officer positions: (a) chair of the Board (the "Board Chair"); (b) vice-chair of the Board; (c) secretary of the Board; and (d) treasurer of the Board. Each elected officer shall perform the duties incident to the office to which he or she was elected. A Director may serve in more than one officer position simultaneously. The Board may remove and replace an officer at any time for any reason. An officer may resign at any time.

Section 2.08 Meetings.

(a) Regular Meetings. The Authority shall hold at least two regular meetings per year. The Board may hold additional regular meetings as it deems necessary.

(b) Special Meetings. Special meetings of the Board may be called by (i) the Board Chair or (ii) any three Directors.

Section 2.09 Quorum and Voting. A quorum for the transaction of business shall be present if the number of Directors present at a meeting equals or exceeds the majority of the Directors in office immediately before the meeting, but in no case less than two Directors. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. No Director may vote or act by proxy at any meeting of the Board.

Section 2.10 Participation by Electronic Means. Directors may participate in a meeting of the Board by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence at the meeting.

Section 2.11 Compensation. Directors shall not receive compensation for their services as such, although the reasonable expenses incurred by a Director in performance of official duties may be paid or reimbursed by the Authority. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Authority in any other capacity.

Section 2.12 Committees. By one or more resolutions, the Board may establish one or more committees. The normal role of a committee is to consider matters of concern to the committee and to make recommendations thereon to the Board. A committee shall not have any authority to bind the Board or the Authority. The chair and membership of any such committee shall be appointed by the Board on an annual basis or as the Board deems advisable. Unless a future termination date is specified by resolution, a committee shall exist until disbanded by the resolution of the Board. There is no requirement that a Director serve on a committee.

Article 3. Term and Termination of this Agreement

Section 3.01 Term. This Agreement shall be in full force and effect from the Effective Date, subject to any amendments, until terminated as provided for herein.

Section 3.02 Termination.

(a) This Agreement may be terminated, and the Authority wound-up and dissolved, upon the affirmative written consent of at least two-thirds (2/3) of the Parties, provided that a

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

majority of the population in the Authority's jurisdiction also resides within the jurisdictional boundaries of the Parties consenting to the termination. The effective date of termination shall be one year after the affirmative written consent is signed by the requisite number of Parties.

(b) Upon termination of this Agreement, (i) the Authority shall remain in existence to wind up its business affairs and then shall cease to exist, (ii) the Authority's ETC Assets and ETC Funds, net of any of the Authority's outstanding liabilities, shall be distributed to the Parties in a manner that is fair to all Parties and that preserves the provision of 9-1-1 service in the Authority's jurisdiction, as determined by the Board in its reasonable discretion, and (iii) if a Party provided specific, identifiable property to the Authority and the Authority retains such property upon termination, the Authority shall return such property to the Party that provided it.

Article 4. General Provisions

Section 4.01 Parties.

(a) Adding Additional Parties. A body politic and corporate within the State of Colorado may become a Party to this Agreement by (i) obtaining the approval of the Board and (ii) executing a signature page signifying its acceptance of all the provisions of this Agreement. Among other considerations, the Board shall consider the potential Party's connection to 9-1-1 service in Arapahoe County.

(b) Changes to the Parties.

(i) Merger of Parties. If two Parties merge or combine, the surviving or new entity shall be deemed a Party to this Agreement without further action.

(ii) Merger with Non-Party. If a Party merges or combines with a non-Party, the surviving or new entity may only become a Party in accordance with Section 4.01(a).

(iii) Dissolution of a Party. A Party which dissolves or is wound up, whether due to merger or combination with another entity or otherwise, will no longer be considered a Party to this Agreement effective upon a resolution of the Board acknowledging the dissolution or winding up.

(c) Withdrawal of a Party.

(i) Right to Withdraw. A Party may withdraw from this Agreement by providing written notice to the Authority on or before May 1 of any year; notice provided after May 1 shall be deemed given the following year. A Party's withdrawal shall be effective on December 31 of the year in which notice was given and, upon such date, the Party shall no longer be considered a Party to this Agreement.

(ii) Treatment of ETC Assets and ETC Funds. The Authority may provide or make available assets or services purchased using ETC Funds to a withdrawing Party after the effective date of withdrawal in the Authority's sole discretion. If the Authority provides or makes available ETC Assets to a withdrawing Party after withdrawal, the withdrawing Party shall continue to comply with Section 1.09 for so long as such ETC Assets are provided or made available. If the

*Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Authority transferred ownership of ETC Assets or ETC Funds to a Party and the Party subsequently withdraws, the Party shall retain ownership of such ETC Assets and ETC Funds and shall continue to comply with Section 1.09 after withdrawal.

(iii) Treatment of Specific Property. If a withdrawing Party provided specific, identifiable property to the Authority and the Authority retains such property upon the Party's withdrawal, the Authority shall return such property to the Party that provided it; provided that, if requested by the Authority before the effective date of withdrawal, the withdrawing Party shall make the property available for 9-1-1 or emergency communication related use by the Authority and/or the other Parties after withdrawal.

Section 4.02 Amendments. Any amendment to this Agreement will be effective only if in writing and approved and signed by at least two-thirds (2/3) of the Parties, provided that a majority of the population in the Authority's jurisdiction also resides within the jurisdictional boundaries of the Parties consenting to the amendment.

Section 4.03 Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

Section 4.04 Notices. Any notices given hereunder shall be in writing and deemed given (a) one business day after sent via email, (b) three business days after mailed, first class postage prepaid, or (c) immediately upon hand delivery. Notices shall be delivered to the chief law enforcement or fire protection officer of the Parties or, in the case of Arapahoe County, to the chairperson of the Arapahoe BOCC. Notices to the Authority shall be delivered to the Board Chair.

Section 4.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to such jurisdiction's conflict of laws principles.

Section 4.06 Venue. An action brought by any Party or the Authority to interpret or enforce any provision of this Agreement may be brought only in a state court located in Arapahoe County, Colorado. Each Party submits to the jurisdiction and venue of such courts and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue.

Section 4.07 WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY AND THE AUTHORITY HEREBY WAIVE ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Section 4.08 Relationship of the Parties.

(a) Nothing in this Agreement creates a joint venture or partnership between or among: (i) the Parties, or any of them; (ii) the Authority; and/or (iii) any third party.

(b) Neither any Party nor the Authority: (i) will be liable for the debts, liabilities, or obligations of the others; (ii) is acting as the agent or partner of the others or will hold itself out as such; or (iii) has the authority to bind the others.

Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Section 4.09 Force Majeure. Neither any Party nor the Authority will be considered in default under this Agreement to the extent that their performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disasters, riot, war, terrorism, labor disputes, civil strife, or other event outside the reasonable control of the performing Party or Authority.

Section 4.10 Entire Agreement. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements, including the Original IGA and the First Amended IGA.

Section 4.11 Waiver. The failure of any Party or the Authority to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party or the Authority under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.

Section 4.12 Severability. If any provision of this Agreement is held to be invalid or unenforceable, then the provision shall, if practicable, be modified or amended by the court to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the provision shall be severed from this Agreement with no effect upon the remaining provisions of this Agreement.

Section 4.13 Third Party Beneficiaries. No provision of this Agreement is intended, nor shall it be interpreted, to provide or create any third party beneficiary rights or any other rights of any kind in any person except the Parties and the Authority.

Section 4.14 Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

Section 4.15 Rules of Construction.

(a) Numbered Sections. Unless otherwise stated, a reference to any section will be construed as a reference to the entire section identified, including any subsections thereof.

(b) Headings. The headings in this Agreement are for convenience of reference only and will be ignored for purposes of construing and interpreting this Agreement.

(c) Citations to Statutes. Any citation to one or more statutes in this Agreement shall be interpreted as a citation to those statutes as they may be amended from time to time.

(d) Including. The words “including” and “includes” shall be interpreted to mean “including without limitation” and “includes without limitation.”

[signature page follows]

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

In witness whereof, the Parties are executing this Agreement to signify their acceptance of all the provision set forth herein, to be effective as of the Effective Date regardless of the actual date of signature.

Attest:

By: _____

Name: _____

Title: _____

Date: _____

**Arapahoe County, acting by and through its
Board of County Commissioners**

By: _____

Name: _____

Title: _____

Date: _____

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Attest:

By: _____

Name: _____

Title: _____

Date: _____

Bennett Fire Protection District

By: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest: **Town of Bow Mar**
By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to legal form:

By: _____
Name: _____
Title: _____
Date: _____

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Attest:

Byers Fire Protection District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

**South Metro Fire Rescue
Fire Protection District**

Attest:

By: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:	City of Centennial
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>Approved as to legal form:</i>	
By: _____	
Name: _____	
Title: _____	
Date: _____	

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Attest:

By: Laura Gillespie

Name: Laura Gillespie

Title: City Clerk

Date: March 3, 2020

City of Cherry Hills Village

By: Russell O. Stewart

Name: Russell O. Stewart

Title: Mayor

Date: March 3, 2020

Approved as to legal form:

By: Kathie B. Guckenberger

Name: Kathie B. Guckenberger

Title: City Attorney

Date: March 3, 2020

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:	Town of Columbine Valley
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>Approved as to legal form:</i>	
By: _____	
Name: _____	
Title: _____	
Date: _____	

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:	Cunningham Fire Protection District
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>Approved as to legal form:</i>	
By: _____	
Name: _____	
Title: _____	
Date: _____	

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:

By: _____

Name: _____

Title: _____

Date: _____

Town of Deer Trail

By: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:

Deer Trail Fire Protection District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:	City of Englewood
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>Approved as to legal form:</i>	
By: _____	
Name: _____	
Title: _____	
Date: _____	

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Attest:

Town of Foxfield

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:	City of Glendale
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>Approved as to legal form:</i>	
By: _____	
Name: _____	
Title: _____	
Date: _____	

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:

City of Greenwood Village

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement

Attest: **City of Littleton**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:

By: _____

Name: _____

Title: _____

Date: _____

Sable-Altura Fire Protection District

By: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form:

By: _____

Name: _____

Title: _____

Date: _____

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:	City of Sheridan
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>Approved as to legal form:</i>	
By: _____	
Name: _____	
Title: _____	
Date: _____	

*Signature Page to the
Second Amended and Restated Arapahoe County
911 Authority Intergovernmental Agreement*

Attest:	Strasburg Fire Protection District
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<i>Approved as to legal form:</i>	
By: _____	
Name: _____	
Title: _____	
Date: _____	

a