

RESOLUTION 27 - 2019

**THE BOARD OF COMMISSIONERS OF MONTROSE COUNTY, COLORADO
CONFIRMING USE OF FUNDS FROM THE MONTROSE TELEPHONE SERVICE AUTHORITY BY THE
MONTROSE COUNTY REGIONAL DISPATCH CENTER**

WHEREAS, pursuant to Colorado Revised Statutes 30-11-107(1)(e) and (2), the Board of County Commissioners ("Board") is empowered to provide for the management of the business and budget of the County; and

WHEREAS, the until November, 2018 Montrose County operated a dispatch center through the Sheriff of Montrose County's office and supervision ("Montrose County Regional Dispatch Center" or "MCRDC"); and

WHEREAS, the MCRDC operated and maintained a 9-1-1- dispatch center for the provision of emergency and non-emergency communication for some of the respective members of the Montrose Emergency Telephone Service Authority ("METS"); and

WHEREAS, METS is an Emergency Telephone Service Authority authorized by law to provide for emergency telephone services, as defined by statute, C.R.S. 29-11-101, and to charge an emergency telephone charge as also defined in statute, to telephone service users in order to cover the expense of providing 9-1-1- telephone services; and

WHEREAS, funding for MCRDC was provided in part by METS, and funding was provided in 2018, however, the agreement for the provision of those funds was never executed by the appropriate authority; and

WHEREAS, METS has requested that the Board of County Commissioners confirm that the funding was provided and used for the intended purposes,


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montrose County that:

1. County staff has reviewed the records for MCRDC during 2018, prior to its dissolution in November, 2018 and has provided information to the Board pertaining to the use of the METS funds in 2018.


2. The attached Exhibit A, "METSА/MONTROSE COUNTY REGIONAL DISPATCH CENTER FUNDING AGREEMENT" for 2018 funds was apparently never signed by either an authorized representative of MCRDC or by an authorized representative for METSA.
3. The funds contemplated by, and the subject of, Exhibit A were provided to Montrose County for use by the MCRDC. The funds were used for emergency purposes, including, but not limited to, the acquisition of equipment directly related to the receipt and routing of emergency calls and installation of such equipment; monthly recurring charges of service providers for MCRDC as a PSAP for METSA; costs related to providing the dispatch services and other costs of operation including personnel expenses of personnel employed to take emergency calls and to maintain the data base.
4. While the Agreement was not executed, the Board, based upon the review by staff, confirms for METSA that funds were used as intended.

Approved and adopted this 17th day of July, 2019

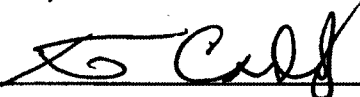
ATTEST:


Eloise Lentz
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
Montrose, Colorado


Sue Hansen
Sue Hansen, Chair


Roger Rash
Roger Rash, Vice-Chair


Keith Caddy
Keith Caddy, Commissioner



**METSA / MONTROSE COUNTY REGIONAL DISPATCH CENTER
FUNDING AGREEMENT**

THIS AGREEMENT is made and entered into and is effective this 1st day of January, 2018, by and between the MONTROSE EMERGENCY TELEPHONE SERVICE AUTHORITY, a separate legal entity formed by intergovernmental agreement pursuant to C.R.S. §29-1-203 ("METSA") and the MONTROSE COUNTY REGIONAL DISPATCH CENTER ("MRDC").

RECITALS

- A. Article XVI, Section 18(2)(a) of the Colorado Constitution and C.R.S. §29-1-201, *et seq.*, expressly permit and encourage political subdivisions of the state of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other political subdivisions or agencies of the United States government.
- B. C.R.S. 29-1-203, *et seq.*, further allows governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units, including the sharing of costs, the imposition of taxes, or the incurring of debt, only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.
- C. In accordance with C.R.S. §29-1-203, any such contract shall set forth fully the purposes, powers, rights, obligations, and responsibilities, financial and otherwise, of the contracting parties.
- D. MRDC operates and maintains a 9-1-1 dispatch center in the City of Montrose, State of Colorado, for the provision of emergency and non-emergency communication ("Dispatch Services"), including Dispatch Services for some of the respective members and contracted agencies of METSA.
- E. METSA is an Emergency Telephone Service Authority authorized to provide for emergency telephone service, as defined in C.R.S. §29-11-101(2), and to charge an emergency telephone charge, as defined in C.R.S. §29-11-101(1.7), to service users to cover the expense of providing 9-1-1 emergency telephone services.
- F. MRDC has requested funding from METSA, and METSA has agreed to provide funding to MRDC.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

- 1. The term of this Agreement shall commence on January 1, 2018, and expire on December 31, 2018. This Agreement is for a one year term.

2. In accordance with METSA's 2018 annual budget, METSA shall pay the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00) to MRDC as support funds to offset MRDC's operations. In accordance with C.R.S. § 29-11-104(2), MRDC shall use the funds from METSA only for the following operational expenses:
 - i. equipment directly related to the receipt and routing of emergency calls and installation of such equipment;
 - ii. monthly recurring charges of service suppliers for MRDC as a PSAP for METSA;
 - iii. costs related to providing the service, such as costs for programming, radios and emergency training programs;
 - iv. other costs related to continued operation;
 - v. additional personnel expenses (only people employed to take emergency calls and dispatch them and employed to maintain the computer database); and
 - vi. if any funds are left over, they can be used for emergency medical services or equipment to redirect calls for non-emergency services.
3. Funds shall be paid as determined by the METSA Board of Directors. MRDC shall provide the METSA Board of Directors a funding request as needed.
4. MRDC agrees to indemnify, defend and hold harmless METSA to the extent allowed by law, its agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, actions and causes of action whatsoever, arising out of MRDC's use of the funds.
5. This Agreement supersedes any previous Funding Agreements between METSA and MRDC, whether oral or in writing.
6. Nothing contained herein is intended to create a joint venture or partnership between the parties.
7. The waiver of any breach of any of the provisions of this Agreement, by either party, shall not constitute a continuing waiver of any subsequent breach by the waiving party, either of the same or of another provision of this Agreement.
8. Invalidation of any of the provisions of this Agreement shall not affect the validity of the remainder of this Agreement.
9. This Agreement shall be immediately binding upon and inure to the benefit of each party hereto.
10. Nothing expressed or implied in this Agreement is intended or shall be construed to create any third party beneficiary rights or give any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

11. Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates to the services provided by the other party. Each party shall cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.
12. Additional amendments may be made by mutual consent of both parties in writing.
13. All notices from MRDC to METSA required or permitted by any of the provisions of this Agreement shall be directed to METSA, c/o Matt Goetsch, 9-1-1 Systems Director, P.O. Box 790, Montrose, CO 81402, or, mgoetsch@ci.montrose.co.us; with a copy to Bo James Nerlin, Esq., J. David Reed, P.C., P.O. Box 196, Montrose, Colorado 81402, or, bnerlin@jdreedlaw.com. All notices from METSA to MRDC shall be directed to the MRDC, c/o Susan Byrne, Communications Director, 1200 N. Grand Ave., Montrose, Colorado 81401, or, sbyrne@montrosecounty.net; with a copy to Marta Whitmore, County Attorney's Office, 317 South 2nd Street, Montrose, CO 81401 or, _____. Either party may, at any time, designate in writing a substitute address for that set forth above. Thereafter, notices shall be directed to such substitute address.
14. Any notice required or permitted hereunder shall be in writing and shall be given and effective upon (1) delivery to any party hereto, or (2) mailing such notice by first-class U.S. mail, unless otherwise stated in this Agreement, addressed to any party at the address stated herein, or (3) by electronic mail sent to the email address set forth herein.
15. Nothing contained herein shall constitute a waiver by any of the parties hereto of the provisions of the Colorado Governmental Immunity Act, and the parties hereto specifically reserve all rights and immunities available under said Colorado Government Immunity Act or otherwise available under applicable law.

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SIGNATURES ON NEXT PAGE

**MONTROSE EMERGENCY TELEPHONE
SERVICE AUTHORITY**

Paul Gottlieb, President

**MONTROSE COUNTY REGIONAL
DISPATCH CENTER**

Adam Murdie, Undersheriff

ATTEST:

Randy Cassingham, Secretary-Treasurer

ATTEST:

