

Resolution No. 12-2020

**A RESOLUTION OF MONTROSE COUNTY ADOPTING AN  
AMENDED AND RESTATED INTERGOVERNMENTAL  
AGREEMENT CONCERNING THE IMPLEMENTATION  
OF AN "E9-1-1" "EMERGENCY TELEPHONE SERVICE"**

**WHEREAS**, Article XIV, Section 18(2)(a) of the Colorado Constitution, Part 2 of Article 1, Title 29 C.R.S. encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

**WHEREAS**, Montrose County, the City of Montrose, the Town of Olathe, the Town of Naturita, the Town of Nucla, the Montrose Fire Protection District, the Olathe Fire Protection District, the Nucla-Naturita Fire Protection District, the Ouray County Emergency Telephone Service Authority, and the San Miguel Emergency Telephone Service Authority are the current Members of the Montrose Emergency Telephone Service Authority ("METSA"), created pursuant to the provisions set forth under C.R.S. 29-11-101 et seq.; and

**WHEREAS**, METSA operates under a January 1, 2016 Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E9-1-1" "Emergency Telephone Service," updating previous Intergovernmental Agreements dating back to 1988; and

**WHEREAS**, certain conditions of service, technology advances and changes in telephone usage, practices of the Authority and potential revisions to state law and regulations, including the charge permitted to be imposed on telephone service customers in order to provide Emergency Telephone Services, have occurred, are occurring, or may be occurring within the near future; and

**WHEREAS**, at the Board level, the METSA Board of Directors adopted a motion recommending each of its Members adopt a revised Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E9-1-1" "Emergency Telephone Service" (the "Amended and Restated IGA"); and

**WHEREAS**, pursuant to Article XIII of the Amended and Restated IGA, any amendments thereto must be executed by a minimum of sixty (60%) of the Members of METSA; and

**WHEREAS** Montrose County recognizes the importance of entering into the Amended and Restated IGA.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONTROSE COUNTY:**

SECTION 1. The Board of County Commissioners of Montrose County hereby adopts the Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E9-1-1" "Emergency Telephone Service". Upon execution of up to sixty percent (60%) of the Members, the Amended and Restated Intergovernmental Agreement Concerning the

Implementation of an "E9-1-1" "Emergency Telephone Service" dated January 1, 2020 shall be the controlling Intergovernmental Agreement of METSA.

INTRODUCED, READ, and ADOPTED this 18<sup>th</sup> day of March, 2020.

By: X *Keith Caddy*  
Keith Caddy, Chairman  
Montrose County Board of County Commissioners

ATTEST:

*Erin Guyer*  
*Eloise Bentz*  
Mar 18, 2020



**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
CONCERNING THE IMPLEMENTATION  
OF AN "E9-1-1" "EMERGENCY TELEPHONE SERVICE"**

THIS AMENDED AND RESTATED AGREEMENT (this "**Agreement**") is made and entered into this 18<sup>th</sup> day of March, 2020, by and between the following parties: The Board of County Commissioners of the County of Montrose, Colorado, a body politic and corporate ("**Montrose County**"), the City of Montrose, Colorado, a municipal corporation ("**Montrose**"); the Town of Olathe, Colorado, a municipal corporation ("**Olathe**"); the Town of Naturita, Colorado, a municipal corporation ("**Naturita**"); the Town of Nucla, Colorado, a municipal corporation ("**Nucla**"); the Montrose Fire Protection District, a political subdivision of the State of Colorado ("**MFPD**"); the Olathe Fire Protection District, a political subdivision of the State of Colorado ("**OFPD**"); the Nucla-Naturita Fire Protection District, a political subdivision of the State of Colorado ("**Nucla – Naturita FPD**"); the Ouray County Emergency Telephone Service Authority ("**OCETSA**"); and the San Miguel County E-9-1-1 Emergency Telephone Service Authority ("**SMETSA**").

**WITNESSETH:**

WHEREAS, on February 1, 1988, Montrose County, Montrose, Olathe, MFPD and OFPD entered into an *Intergovernmental Agreement "C[E]911" "Emergency Telephone Service,"* establishing an "Emergency Telephone Authority" (the "**Intergovernmental Agreement**"); and

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD and the Norwood Fire Protection District, a political subdivision of the State of Colorado ("**Norwood FPD**"), entered into an *Intergovernmental Agreement Concerning the Implementation of an "E911" "Emergency Telephone Service,"* establishing the Montrose Emergency Telephone Service Authority (the "**Authority**"); and

WHEREAS, on December 4, 1989, Montrose County, Montrose, Olathe, Naturita, Nucla, MFPD, OFPD, Nucla-Naturita FPD, Norwood FPD and the Paradox Fire Protection District, a political subdivision of the State of Colorado ("**PFPD**"), entered into an *Amendment Re Intergovernmental Agreement Concerning the Implementation of an "E911" "Emergency Telephone Service"*, amending the Intergovernmental Agreement to include PFPD and its residents; and

WHEREAS, the Authority was created pursuant the provisions set forth under the provisions of C.R.S. 29-11-101, et seq. and has operated since 1989; and

WHEREAS, effective May 2000, the Authority entered into an Amendment to Intergovernmental Agreement allowing for the Authority to collect emergency telephone access charges on wireless telephone Exchange Access Facilities; and

WHEREAS, on August 30, 2003, the Authority entered into an *Amendment to the Intergovernmental Agreement Concerning the Implementation of "E-911" Emergency Telephone*

Service, allowing for the Authority to collect Emergency Telephone Charges necessary to adequately operate the Emergency Telephone Service Authority; and

WHEREAS, on or about November 8, 2004, the Authority entered into an *Agreement for Communication and Emergency Telephone Services* with SMETSA; and

WHEREAS, on November 7, 2019, the 2004 SMETSA Agreement was terminated and the Authority entered into a new *Intergovernmental Agreement by and between the Montrose Emergency Telephone Service Authority and the San Miguel Emergency Telephone Service Authority* with SMETSA, (the "**SMETSA Agreement**"); and

WHEREAS, on or about February 23, 2005, the Authority entered into an *Agreement for Communication and Emergency Telephone Service* with the OCETSA, wherein the Authority agreed to provide specified 9-1-1 services to OCETSA (the "**OCETSA Agreement**"); and

WHEREAS, SMETSA and OCETSA are recognized as voting members of the Authority's Governing Body; and

WHEREAS, in November of 2015 the Board of Directors for the Norwood FPD provided notice to the Authority to opt out as a Member; and

WHEREAS, on or about January 1, 2016, the Authority entered into an *Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E9-1-1" "Emergency Telephone Service,"* updating the Intergovernmental Agreement and any amendments thereto; and

WHEREAS, on September 16, 2019, the Paradox Fire Protection District was dissolved, and all properties formerly in that district were annexed into the Nucla-Naturita Fire Protection District; and

WHEREAS, certain conditions of service, technology advances and changes in telephone usage, practices of the Authority and potential revisions to state law and regulations, including the tariff permitted to be charged to customers in order to provide Emergency Telephone Services, have occurred, are occurring, or may be occurring within the near future; and

WHEREAS, the Intergovernmental Agreement and subsequent amendments thereto did not contemplate some of the conditions, changes and needs that the parties find to be of concern, and the parties desire to revise the Intergovernmental Agreement with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

## I. DEFINITIONS

The definitions for the terms "**Emergency Telephone Charge**," "**Emergency Telephone Service**," "**Exchange Access Facilities**," "**Governing Body**," "**Public Agency**," "**Service**

**Supplier," "Service User" and "Tariff Rates"** as used in this Agreement shall be the same as the definitions provided for those terms in C.R.S. § 29-11-101, as revised or amended.

## II. GENERAL PROVISIONS

The parties hereto support a separate legal entity that is the Authority which shall be responsible for administering the operation of the telephone service program as described below. The operation of said Emergency Telephone Service shall be as herein set forth.

## III. THE MONTROSE EMERGENCY TELEPHONE SERVICE AUTHORITY BOARD

The Authority's Governing Body shall consist of the following ten (10) members (hereinafter the "**Members**") to be selected and appointed, one each, by the governing boards of the respective parties:

### Members:

1. The Board of County Commissioners of the County of Montrose, Colorado,
2. The City of Montrose, Colorado;
3. The Town of Olathe, Colorado;
4. The Town of Naturita, Colorado;
5. The Town of Nucla, Colorado;
6. The Montrose Fire Protection District;
7. The Olathe Fire Protection District;
8. The Nucla-Naturita Fire Protection District;
9. The Ouray County Emergency Telephone Service Authority; and
10. The San Miguel County Emergency Telephone Service Authority.

The Authority may add additional Members to its Governing Body only upon the receipt sixty percent (60%) approval from the then existing Members. Notwithstanding a Member's default in the performance of this Agreement as provided for in Article XI, or a party's written Termination in accordance with Article XII of this Agreement, the Authority shall not remove Members from its Governing Body unless there is sixty percent (60%) consent from the then existing Members to do so.

## IV. RULES AND REGULATIONS

The Governing Body for the Authority may pass supplementary rules and regulations as it deems necessary, provided the supplementary rules and regulations are in compliance with Articles 1 and 11 of Title 29, C.R.S., as revised or as amended, and this Agreement.

## V. POWERS OF THE AUTHORITY

A. The parties hereto agree that the Authority shall be empowered with the authority to contract for the installation and operation of an Emergency Telephone Service and may pay such costs by collecting an Emergency Telephone Charge for such service in the service area that is within

its jurisdiction and authorized by this Agreement. The Authority shall pay the costs associated with such service from an Emergency Telephone Charge imposed pursuant to state law and regulations, consistent with C.R.S. § 29-11-102 and 102.5, or as the statutes may be revised or amended. The funds so collected shall be spent in accordance with C.R.S. § 29-11-104, or as the statute may be revised or amended. The funds so collected shall be credited to a cash fund separate and apart from the general fund of any of the Members. Any funds remaining in the account at year end shall be carried over to the next succeeding year for the same purposes in supplying Emergency Telephone Service. In accordance with C.R.S. § 29-11-104(3), in the event this Agreement is ever discontinued by the Members, any moneys remaining in the fund after all payments to the Service Suppliers, basic emergency service providers and all equipment suppliers shall be distributed to the general fund of each Member in proportion to the money collected for telephone service from each Member's exclusive populations, except for OCETSA and SMETSA which shall receive a distribution proportionate to their most recent annual contributions to the Authority.

B. In addition, the Authority may perform any other act as may be necessary for the provision of initial services and for the continued operation of the Emergency Telephone Service including, but not limited to, the ability to negotiate with equipment vendors and Service Suppliers for the purpose of obtaining the benefit of technological developments which the Authority deems necessary to improve or enhance the quality and efficiency of service to be provided to the Service Users.

## **VI. BASIS FOR CONTRIBUTION AND CHARGES TO BE IMPOSED BY THE AUTHORITY**

A. Each Member, except for OCETSA and SMETSA, shall annually pass an ordinance, in the case of municipalities, or a resolution, in the case of Montrose County and the special district Members, imposing a charge pursuant to C.R.S. §29-11-102, 102.5 and 103, on each Service User within its jurisdiction in an amount that, together with any surplus funds carried forward, is sufficient to fund the expenditures of the Authority, or such Member shall delegate to the Governing Body for the Authority the ability to set such rate as the Governing Body may from time to time determine, not to exceed the lesser of (i) the maximum rate permitted pursuant to C.R.S. §29-11-102, or (ii) the maximum rate authorized by the Member. A Member which does not adopt an ordinance or resolution imposing a charge equal to or exceeding the charge specified in the Authority's budget, pursuant to Article VII hereof, shall be deemed to have provided written notice of its intent to terminate its participation in this Agreement pursuant to Article XII.

B. In addition to the foregoing Article VI, Section A, the Authority shall not increase its annual charge without the consent of sixty percent (60%) the counties, municipalities or special districts that are Members of the Board. Further, with respect to any vote to increase an annual charge, Board Members representing OCETSA and SMETSA shall not be entitled to vote on such increases.

## **VII. BUDGET AND OPERATING COSTS**

A. The Authority shall prepare an annual budget. In the event the Authority believes funds from each Member for operating and/or administrative costs not paid by the Emergency

Telephone Charge revenues will be necessary, it shall prepare a budget and submit a preliminary budget funding request to each Member by August 1<sup>st</sup> of each year that this Agreement is in effect. Each Member shall then consider the budget funding request in its annual appropriation. The Members shall be required to pay to the Authority, within ninety (90) days of notification, an equitable percentage of the total operating and/or administrative costs not funded by the Emergency Telephone Charge revenues. Each Member's percentage of that cost shall be based upon its exclusive population, except for OCETSA and SMETSA, whose contributions shall be based upon the respective SMETSA and OCETSA Agreements, as may be amended from time to time.

B. Failure of a Member to pay its budget funding contribution, pursuant to this Article VII, shall constitute default in accordance with Article XI.

C. The Authority may budget and fund to contract with one or more of its Members for the services of an executive director (the "Director"). The Director may be the employee of a Member yet report directly to the Governing Body. The Director may serve as the Authority's Financial Officer and may provide essential duties and meet responsibilities as set by the Governing Body. The Authority is not required to contract for a Director.

D. The Authority may designate one or more employees of Members to provide administrative services to the Authority, with the consent of the Member that is the employer of such person(s). The Authority may reimburse the Member that is the employer for the administrative services, from the Emergency Telephone Charge revenues. The Authority may contract for additional services from third parties or independent contractors.

## VIII. FUNDS AND OPERATIONS

A. The various monies paid into the Authority for the Emergency Telephone Charge shall be collected by the Service Suppliers, and the Members hereto shall have no obligation to collect this uniform charge or to remit such monies to the Authority. These monies shall be placed in a separate designated cash fund and shall be spent from said fund only to pay for those items allowed for under C.R.S. § 29-11-104, as may be amended from time to time.

B. The Authority shall expend funds in accordance with its adopted annual budget, and in accordance with the Board's adopted fiscal policy, which may be amended from time to time. The Authority may disburse funds by check, money wire, electronic funds transfer, or credit card/debit card payment.

C. The Authority shall not borrow money, nor shall it approve any claims or incur any obligations for expenditure unless there is sufficient unencumbered cash in the appropriate fund credited to the Authority with which to pay the same.

D. The Authority may invest any funds paid into the Authority only in accordance with any applicable laws of the state of Colorado governing the investment of public funds.

E. The Authority may designate a qualified person or retain the services of a qualified third party provider as the Authority's Financial Officer. The Financial Officer shall (i) maintain the

books and accounts of the Authority; (ii) assist in the preparation of the Authority's budget in accordance with this Agreement; (iii) advise the Governing Body regarding the investment of Authority Funds; and (iv) provide such reports on the remittances, expenditures, funds balances, interest earned and other related matters as the Authority may request from time to time. The Financial Officer may receive compensation; however, not as an employee of the Authority. To compensate the Financial Officer, the Authority may enter into an independent contractor agreement either directly with such service provider or with the employer of such service provider.

F. Nothing herein, however, prevents the Authority from returning any surplus operating revenues provided by the parties hereto for the operation of this Emergency Telephone Service to the respective parties hereto in the same proportion that said parties were originally required to contribute for operation.

### **IX. BOOKS AND RECORDS**

A. The Authority shall maintain adequate and correct accounts of its funds, properties, business transactions, annual audits or exemptions thereto, and such records shall be open to inspection at any reasonable time by the Members, their attorneys or their agents.

B. The Authority shall cause to be conducted an annual audit, which audit shall be conducted by an independent Certified Public Accountant licensed to practice in the state of Colorado.

### **X. REPORTS**

A. Within sixty (60) days after the end of each fiscal year, the Authority shall prepare and present to its Members a comprehensive annual report of the Authority's activities and finances during the preceding year. Copies of meeting minutes that have been previously approved by the Board for all Board Meetings, regular or special, that occurred during the preceding year shall be provided along with the annual reports.

B. The Authority shall also prepare and present such reports as may be required by law, regulation or contract to any authorized federal and/or state officials or to whom such report is required to be made in the course and operation of the Authority.

C. The Authority shall also render to the Members, at reasonable intervals, such reports and accountings as the parties hereto may from time to time request.

### **XI. DEFAULT IN PERFORMANCE**

A. In the event any Member fails to pay its share of the operating or administrative costs then due, or to perform any of its covenants and undertakings under this Agreement, the Authority shall consider said party in default and shall thereafter provide written notice of the Authority's intention to terminate the defaulting party from membership in the Authority. Notice of default shall be provided to the defaulting Member's Governing Body, providing such Member thirty (30) days from the date of such notice to cure the default. Upon failure to cure said default, membership in the Authority of the defaulting party shall thereupon terminate, and said party shall



thereafter have no voting rights as a Member of the Authority at any meetings thereof, nor be entitled to representation on the Authority's Governing Body, and said party shall thereafter be denied service by the Authority.

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

## **XII. TERMINATION OF AGREEMENT**

A. This Agreement shall be in full force and effect upon the execution of this Agreement by all of the parties listed herein and shall continue in full force and effect, subject to amendments, or until sooner terminated by a majority of the parties hereto.

B. Any party's participation in this Agreement may be terminated by written notice from the party or parties to the Authority at least sixty (60) days prior to January 1 of any given year. Upon termination, such party shall forfeit all right, title and interest in and to any property or monies, liquid or investment funds, acquired or held by the Authority.

C. Upon termination of the Authority by mutual Agreement of a majority of the Members to this Agreement, the powers granted to the Authority under this Agreement shall continue to the extent necessary to make an effective disposition of the property, equipment and monies required or held pursuant to this Agreement.

D. In the event that any party hereto elects to terminate its participation in this Agreement prior to the end of any period of this Agreement not in accordance with Subsection B of this Article, such party shall be considered in default of this Agreement pursuant to Article XI and accordingly shall forfeit its entire interest in the Emergency Telephone Service.

## **XIII. AMENDMENT**

This Agreement may be amended by the parties from time to time. Any such amendment shall be in writing and executed by a minimum of sixty (60%) percent of the Members of the Governing Body.

## **XIV. LIABILITY OF BOARD OF DIRECTORS, OFFICERS**

A. The Members of the Governing Body for the Authority and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance to provide coverage for the Governing Body Members and the Authority against suit or suits that may be brought against said Members of the Governing Body or the Authority involving or pertaining to any of their acts or duties performed or omitted for the Authority in good faith.

B. The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the Members of the Governing Body.

**XV. SEVERABILITY CLAUSE**

If any provision of this Agreement or the application hereof to any party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are declared to be severable.

**XVI. REVOCATION**

It is understood and agreed by and between the parties hereto that any prior intergovernmental agreements concerning an "E9-1-1" "Emergency Telephone Service" executed by any of the parties hereto is hereby revoked and shall be of no further legal effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused their respective names and seals to be affixed hereto, as of the day and year hereinabove set forth.

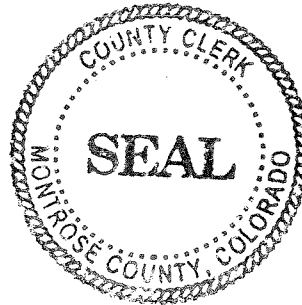
BOARD OF COUNTY COMMISSIONERS,  
COUNTY OF MONTROSE, STATE OF  
COLORADO

x *[Signature]* Chair  
March 18, 2020

Attest:

*[Signature]*  
Montrose, County Clerk and Recorder

*[Signature]*  
Montrose, Deputy Clerk



TOWN OF OLATHE, COLORADO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

TOWN OF NATURITA, COLORADO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

TOWN OF NUCLA, COLORADO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

MONTROSE FIRE PROTECTION DISTRICT,  
COLORADO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

OLATHE FIRE PROTECTION DISTRICT,  
COLORADO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

NUCLA-NATURITA FIRE PROTECTION  
DISTRICT, COLORADO

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

OURAY COUNTY EMERGENCY TELEPHONE  
SERVICE AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

SAN MIGUEL COUNTY E-9-1-1 EMERGENCY  
TELEPHONE SERVICE AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary



METS A

P.O Box 911, Olathe, CO 81425-0911

433 S 1<sup>st</sup> St, Montrose, CO 81401

970-240-1458

mgoetsch@ci.montrose.co.us

MEMO

To: Members of the Montrose Emergency Telephone Service Authority

From: Matt Goetsch, METSA 9-1-1 Systems Director

CC: Bo Nerlin, METSA Legal Counsel

Date: February 24, 2020

Re: Substantive changes in the Amended and Restated IGA

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At its Regular Meeting on January 16<sup>th</sup>, 2020, the METSA Board of Directors approved an Amended and Restated IGA, and recommended the revised IGA to its Members for adoption. The substantive changes in the approved Amended and Restated IGA include:

Preamble

- The Paradox Fire Protection District was removed due to its dissolution.

Recitals

- A recital was added for the 2019 new SMETSA Agreement.
- A recital was added for the 2015 amendment of the METSA IGA.
- A recital was added for the 2019 dissolution of the Paradox Fire Protection District.

Article III

- The introduction was changed from eleven to ten members.
- The Paradox Fire Protection District was removed from the Members list.

Article VII

- Section A more clearly indicates the original intent that Members shall pay the operating costs of METSA if the 9-1-1 charge revenues are not sufficient.
- Section B more clearly indicates the original intent that Members shall pay the operating costs of METSA if the 9-1-1 charge revenues are not sufficient.

- Section C specifies that METSA may have an executive director who is employed by a Member; and who may be the Financial Officer and perform other duties as assigned by the Board.
- Section D is now agnostic of titles for administrative assistance. This work is currently performed by the executive director, but in the future there may be a need to have another person perform it.

#### Article VIII

- Section B requires adherence to the adopted budget and the adopted Fiscal Policy, instead of merely specifying a spending limit on expenses not already approved via the budget or otherwise. The Fiscal Policy includes a requirement for two signatures on checks greater than \$500, and many other controls.
- Section E is now agnostic of titles for administrative assistance, in accordance with the changes to Article VII, Section D.

#### Article X

- Section A allows for sixty days to provide the annual reports, instead of thirty days. This is due to increased workload in January for state and local reporting and filing requirements, and the backlog of data work which accrues over the holidays.
- Section A requires that all approved minutes from the prior year be provided along with the annual reports. This is related to impending changes to Bylaws Article VIII, Section 12, to remove the requirement for quarterly distributions of approved minutes.

#### Article XVI

- The signature block for the Paradox Fire Protection District was removed.



J. David Reed, P.C.

ATTORNEYS AT LAW

J. David Reed | Bo James Nerlin | James D. Mahoney | Andrew M. Boyko

MONTROSE • RIDGWAY • TELLURIDE

Bo James Nerlin  
[bnerlin@jdreedlaw.com](mailto:bnerlin@jdreedlaw.com)

February 24, 2020

Commissioner Rash, METSA Board Member  
Montrose County  
317 S 2<sup>nd</sup> St  
Montrose, CO 81401

*Re: METSA Amended and Restated Intergovernmental Agreement*

Greetings,


On behalf of the Montrose Emergency Telephone Service Authority ("METSA"), of which Montrose County is a Member, please see the enclosed Amended and Restated Intergovernmental Agreement (the "IGA"), which was approved by the METSA Board at its regular monthly Board meeting on January 16, 2020. Enclosed with the IGA is a memorandum from METSA's executive director, Mr. Matt Goetsch, outlining the changes incorporated into this IGA from METSA's previous version of the IGA, which was adopted in 2015.

We respectfully request that your Board, as a METSA Member, adopt a resolution entering into the amended IGA. For your convenience, a draft resolution is enclosed. Please also have the appropriate persons sign and date the amended IGA where indicated, and return that page and a copy of the signed resolution to METSA. Should you have any questions or concerns, please contact Mr. Goetsch directly at the following:

Mr. Matt Goetsch  
METSA 9-1-1 Systems Director  
(970) 240-1458  
[mgoetsch@ci.montrose.co.us](mailto:mgoetsch@ci.montrose.co.us)

Thank you for your consideration in this matter.

Sincerely,

  
Bo James Nerlin

cc: Mr. Matt Goetsch, Mr. Paul Gottlieb