INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ARKANSAS VALLEY EMERGENCY COMMUNICATIONS AUTHORITY

This Intergovernmental Agreement (Agreement) shall be effective as of 1st day of October, 2026, and the following Parties entered into this Agreement:

THE BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO;
THE BOARD OF COUNTY COMMISSIONERS OF KIOWA COUNTY, COLORADO;
THE CITY OF LA JUNTA;
THE TOWN OF CHERAW;
THE TOWN OF SWINK;
THE TOWN OF MANZANOLA;
THE TOWN OF FOWLER;
THE CITY OF ROCKY FORD;
THE LA JUNTA RURAL FIRE PROTECTION DISTRICT;
THE ROCKY FORD RURAL FIRE PROTECTION DISTRICT;
THE MANZANOLA RURAL FIRE PROTECTION DISTRICT; and
THE FOWLER RURAL FIRE PROTECTION DISTRICT
(individually, a Party; collectively, the Parties).

WHEREAS, pursuant to the provisions of Section 29-1-201, C.R.S., as amended, the parties have the power and authority to enter into this Agreement for the purpose of providing a unified County emergency communications system; and

WHEREAS, this Agreement is intended to promote the coordination of full-time and event-specific emergency service communications, and dispatching by and for the Parties; and

WHEREAS, this Agreement is further intended to lead to the creation of a centralized multi-county emergency communications operation; and

WHEREAS, significant cost and organizational efficiencies can be realized if such facilities or site acquired is constructed, leased, operated and maintained jointly by the Parties through a separate, durable intergovernmental agreement, and entity.

NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, the parties agree as follows:

1. **Purpose.** As permitted by Section 29-1-203, C.R.S., as amended, the Parties hereby establish a separate legal entity to be known as the "Arkansas Valley Emergency Communications Authority" (the Authority), which shall be, responsible for establishing and administering the operation of a multi-county emergency communications and dispatch program as set forth herein. All parties to this Agreement are aware that the Authority as so established is a separate legal entity, which entity can enter into independent contracts, sue and be sued, and bears its own liability.

2. **Effect.** The Agreement shall take effect and the Authority shall be formed upon the execution of this Agreement by all Parties.

3. **Duties and Powers.**

   a) The authority of any Party shall not be imputed to any other Party or the Authority, and no debt, liability or obligation of the Authority shall be imputed to any Party.

   b) In order to achieve its purpose, the authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of its powers including the following:

      1. To make and enter into contracts, including agreements to receive and provide services, including administrative and financial services necessary for the operation of the Authority, including auditing, financial and payroll services, legal services, and other incidental services normally associated with the operation of a governmental entity.

      2. To provide dispatch services and emergency communication services of all kinds, including the handling and processing of arrest warrant information for arrest warrants issued by the courts in the State of Colorado and other states of the United States, for the benefit of and on behalf of all of the parties to this Agreement, including the provision of 911 and E-911 services directly or by contract.

      3. To provide emergency communications and dispatch services as defined in Paragraph 2 above for private organizations to the extent that such contract requires the payment of adequate consideration for the provision of those services.

      4. To employ agents and employees necessary to carry out the purposes of this Agreement.

      5. To acquire, construct, maintain, manage, lease, hold or dispose of any real property necessary for the purposes of this Agreement.

      6. To acquire, construct, maintain, manage, lease, hold or dispose of any personal property necessary for the purposes of this Agreement.

      7. To condemn property for public use to the extent needed for the acquisition of utility easements, access easements, repeater, and transmission facilities, to the extent all such facilities or similar facilities are located at sites remote from a central dispatch center and not otherwise held or owned by another public entity.

      8. To incur debts, liabilities and obligations necessary for the operation of the Authority, to sue and be sued in its own name.

9. To have and use a corporate seal.

10. To fix, maintain, revise, fees, rates and charges for functions or services or facilities provided by the entity for those not Parties to the Authority, as well as fees to a Party for special services not contemplated in the day-to-day operation of the Authority, pursuant to a fee schedule adopted by the Board of Directors.

11. To adopt by resolution, regulations respecting the exercise of the authorities, powers and carrying on of its purposes.

12. To apply for and accept grants, advances and contributions.

13. To adopt annually a budget setting forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserves expenditures, and submit that budget for final approval to the Board of County Commissioners of Otero County and Kiowa County, as required by Section 30-11-107, C.R.S., as amended.

14. To authorize expenditures pursuant to the approved budget and appropriations.

4. Board of Directors.

A. The governing body of the Authority shall be known as the Board of Directors, in which all legislative power of the Authority shall be vested.

B. The Board of Directors shall be initially comprised of the following members of the Authority (Members):

1. The Board of County Commissioners of Otero County shall be entitled to one Member of the Board of Commissioners as appointed by that Board;

2. The Board of County Commissioners of Kiowa County shall be entitled to one Member of the Board of Commissioners as appointed by that Board;

3. The Otero County Sheriff;

4. The Kiowa County Sheriff;

5. One appointee by the Board of County Commissioners of Otero County;

6. The City of La Junta Police Chief;

7. The City of Rocky Ford Police Chief;

8. The City of La Junta Fire Chief;

9. The City of Rocky Ford Fire Chief; and

10. Two(s) at-large members appointed by the Members.

C. Members may serve until such time as they resign from the Authority, resign from their position with any party or removed by their appointing governing body.

5. **Budget.** The Board of Directors shall provide in the Bylaws for an Authority budget cycle which coincides with the budget cycle for Otero County and Kiowa County and complies with the Local Government Budget Law of Colorado. That budget, prepared by the Regional Communications Center Director, shall set forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserve expenditures for the following fiscal year. The budget shall be subject to annual review, approval and appropriation by the Board of Directors. Once appropriated, all expenditures will not exceed the budget or amended budget approved by the Board of Directors. Additionally, the Board of Directors may anticipate revenue from grants, donations, non-Party user charges, fees collected from an approved schedule, fees for special services to a Party, and interest on funds received by the Authority. All revenue sources shall be specifically identified in the budget process.

6. **Records.** The Parties to this Agreement shall have access at all times to the records of the Authority. All records requests shall be responded to in accordance with the Colorado Open Records Act and Colorado Criminal Justice Records Act.

7. **Financial Services.** The Authority shall maintain its own bank accounts and funds separate from those of the Parties. All monies shall be kept in accordance with statutory requirements for public funds specified in Section 24-75-601, and Section 11-10.5-101, C.R.S., as amended. All investments of funds appropriated to the Authority shall comply with statutory limitations. No Party shall be permitted to provide the services set forth in this section.

8. **Personnel.**

a) The Authority is authorized to employ necessary staff and personnel to perform its purpose of providing a multi-county emergency communications and dispatch operation. The Authority shall maintain adequate insurance to cover employment-related lawsuits brought by or on behalf of any employee retained by the Authority. Additionally, the Authority is authorized to contract with Parties to this Bylaws for the provision of necessary staff and personnel to perform its functions. Through such contractual arrangement with Parties to this Bylaws, the Authority shall not undertake an employee/employer relationship with the employees of the party performing the contracted services.

b) To the extent the Authority retains its own staff, the Authority shall adopt a personnel policy specifying the conditions of that employment.

c) For the position of Executive Director and other specific positions denominated by the Board of Directors, the Authority may enter into a contractual arrangement, which contracts must establish an at-will employment status.

9. **Audits.** Pursuant to Colorado law, the Authority shall cause an annual independent audit to be made of its books and records. This audit shall be provided to the governing body of each Party to this Agreement.

10. **Radio Frequencies.** Each Party shall offer for the common use of the Authority all radio frequencies and radio talk groups licensed to a Party which are appropriate for fire or law enforcement use. Each Party agrees to abide by the decisions of the Authority concerning use of such frequencies. Each Party agrees to renew such licenses unless relieved of that obligation by the Authority. The Authority shall bear all costs and undertake all duties regarding transfer of ownership of such licenses, if required by Federal regulation. The Executive Director and the Executive Board shall coordinate renewal and management of all licenses to ensure their viability.

11. **No Liability.** The Members and its officers shall not be personally liable for any acts performed or omitted in good faith. The Authority may purchase insurance for the Members and the Authority against any suit which may be brought against them. The Authority may obtain a bond or other security to guarantee the faithful performance of the duties of the Members.

12. **Indemnification.** The Authority created through the execution of this Agreement shall hold harmless, indemnify and defend every Party to the Authority from any claim arising from or in any way related to the creation, operation or performance of the Authority, its officers, directors, employees or agents, whenever that entity or those individuals are acting in their capacity on behalf of the Authority.

13. **Withdrawal, Termination and Dissolution**

a) Parties may withdraw from this Agreement upon written notice to the Authority, giving six (6) months notice prior to the commencement of the fiscal year in which membership in the Authority will cease. A party which has given notice of withdrawal retains all rights and obligations of a party until the effective date of the withdrawal.

b) Except as otherwise provided in this Agreement, upon the effective date of withdrawal or termination of participation in this Agreement and in the Authority, the Party forfeits any and all right, title and interest that it might otherwise have in the property or assets of the Authority.

c) Termination of the membership of any Party may be accomplished by a 2/3 vote of the Parties of the Authority. Such termination may be accomplished solely through a finding that a Party has violated the terms of this Agreement.

d) The Authority may be dissolved through termination of this Agreement by the written mutual consent of three-quarters (3/4) of all Parties in good standing, which 3/4 majority must include Otero County and Kiowa County. The agreement providing for dissolution of the Authority shall also provide that all assets titled to or held in the ownership of the Authority shall become the property and under the ownership of the Otero County Board of County Commissioners and Kiowa County Board of County Commissioners.

e) Upon withdrawal, termination or dissolution, a Party shall retain ownership of all property and assets separately titled to those owners.

14. **Amendments.** Except as set forth in this paragraph, this Agreement may be amended by the approval of not less than two-thirds (2/3) of the Parties in good standing, including approval of the Boards of County Commissioners for Otero County and Kiowa County.

15. **Miscellaneous Provisions.**

a) The waiver by the Authority or any Party of any breach of any term, covenant, or condition of this Agreement by any other Party or the Authority shall not be deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or of any other term, covenant, or condition of this Agreement.

b) This Agreement is solely for the benefit of the Parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein.

c) This Agreement contains the entire agreement between the Parties and shall not be amended or modified in any manner except in accordance with the amendment procedure set forth herein.

d) All notices to Parties shall be deemed to have been given when mailed to the governing body of a Party. Additionally, all notice to the Authority shall be deemed to have been given when mailed to the Board of Directors of the Authority.

e) If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application; and, to this end, the provisions of the Agreement are deemed to be severable.

f) The provisions of this Agreement shall apply to and bind the legal representatives and successors of interest of all of the Parties and all of the covenants are to be construed as conditions of this Agreement.

g) This Agreement may be executed in counterpart copies and shall be in full force and effect as set forth above.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their seals and signatures on the day and year set forth below their respective signatures.

[Signatures on Following Pages]

THE BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, COLORADO

By:
Title:

Date:

ATTEST:

Clerk and Recorder

THE BOARD OF COUNTY COMMISSIONERS
OF KIOWA COUNTY, COLORADO

By:
Title:

Date:

ATTEST:

Clerk and Recorder

THE CITY OF LA JUNTA

By:
Title:

Date:

ATTEST:

Clerk

THE TOWN OF CHERAW

David S Howard

By: David S. Howard
Title: Mayor

Date:

ATTEST:

Clerk

THE TOWN OF SWINK

9-9-26

By:
Title:

Date:

ATTEST:

Conni Salzbrenner

Clerk

THE TOWN OF MANZANOLA

By:
Title:

Date:

ATTEST:

Clerk

THE TOWN OF FOWLER

By:
Title:

Date:

ATTEST:

Clerk

THE CITY OF ROCKY FORD

By:
Title:

Date:

ATTEST:

Clerk

THE LA JUNTA RURAL FIRE PROTECTION DISTRICT

By: Robert M Fowler
Title: Treasurer

Date:

ATTEST:

Secretary

THE ROCKY FORD RURAL FIRE PROTECTION DISTRICT

By:
Title:

Date:

ATTEST:

Secretary

THE MANZANOLA RURAL FIRE PROTECTION DISTRICT

By: Date:
Title:

ATTEST:

Secretary

THE FOWLER RURAL FIRE PROTECTION DISTRICT

By: Date:
Title:

ATTEST:

Secretary