

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE
ADAMS COUNTY COMMUNICATIONS CENTER AUTHORITY**

(ADCOM)

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This INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE ADAMS COUNTY COMMUNICATIONS CENTER AUTHORITY ("**Agreement**") is made and entered into as of the Effective Date (defined below) by and among the following entities, all of whom constitute the "**Members**":

1. Adams County Fire Protection District, a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.;
2. Greater Brighton Fire Protection District, a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.;
3. South Adams County Fire Protection District, a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.;
4. North Metro Fire Rescue District, a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.;
5. The City of Brighton, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
6. The City of Commerce City, a home rule municipality, incorporated and existing under the laws of the State of Colorado;
7. The City of Northglenn, a home rule municipality, incorporated and existing under the laws of the State of Colorado; and,
8. The Adams County Sheriff's Office.

RECITALS

- A. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements.
- B. Sections 29-1-203 and 203.5, C.R.S., authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and to establish a separate legal entity to do so.
- C. Pursuant to Article 11, Title 29, C.R.S., the Members are granted the authority to establish 9-1-1 emergency wireless and telephonic systems to aid in the dispatch of emergency services of all types, including establishment and collection of charges or fees for such services.
- D. The Members are each lawfully authorized to establish, operate and provide an emergency services communications and dispatching center.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Members agree as follows:

ARTICLE 1 - ORGANIZATION AND PRINCIPAL PLACE OF BUSINESS

- 1.1 **Organization.** There is hereby established a separate legal entity named the "*Adams County Communications Center Authority*" that may do business as "*ADCOM*", "*ADCOM911*" or "*Adams County Communications Center*". ADCOM shall constitute a political subdivision and a "separate entity" formed by political subdivisions of the State of Colorado within the meaning of the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as amended, and for any other purpose. ADCOM is organized in conformance with Section 29-1-203.5, C.R.S. and the provisions of that Section shall apply to ADCOM.
- 1.2 **Principal Place of Business.** The principal place of business of ADCOM will be established by the Board. Initially, the principal place of business of ADCOM will be 7321 Birch Street, Commerce City, CO 80022.

ARTICLE 2 - DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- 2.1 "**ADCOM Service Area**" means any area that is within the jurisdiction or service area of a Member, as such jurisdiction or service area may be modified from time to time.
- 2.2 "**Alternate Director(s)**" means an alternative representative appointed by each Director to serve for the Director when the Director is absent or unable to perform his/her Director duties. An Alternate Director will act and vote only in the absence of the Director.
- 2.3 "**Annual Budget**" means the fiscal plan adopted annually by the Board regarding anticipated revenues and expenditures, and the funding of or expenditure from the General Operating Fund and the Capital Reserve Fund of ADCOM during the ensuing Fiscal Year.
- 2.4 "**Annual Capital Reserve Fund Contribution**" means funds contributed to ADCOM by each Member, at a level determined by the Board as sufficient to maintain a reasonable balance in ADCOM's Capital Reserve Fund each Fiscal Year.
- 2.5 "**Annual General Operating Fund Contribution**" means funds contributed to ADCOM's General Operating Fund by each Member, at a level determined by the Board as sufficient to fund ADCOM's General Operating Fund each Fiscal Year.
- 2.6 "**Assumed Contracts**" means those contracts identified on *Exhibit A*.
- 2.7 "**Board**" means the Board of Directors of ADCOM, as established in this Agreement. All legislative powers of ADCOM are vested in the Board.
- 2.8 "**Capital Reserve Fund**" means a reserve fund established and maintained by ADCOM for the purpose of funding the repair, replacement, upgrade or purchase of equipment, facilities and other technology infrastructure.

- 2.9 "**Cost Allocation Worksheet**" means a worksheet prepared annually by the Board setting forth each Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution for the next immediately following Fiscal Year.
- 2.10 "**Director(s)**" means a member of the Board and shall be the Sheriff for the Adams County Sheriff's Office, the Fire Chief for a fire agency and the Police Chief for a law enforcement agency. For any Member that provides both fire and law enforcement services, they shall appoint only one of either the Fire Chief or the Police Chief. When used in this Agreement, the term "Director(s)" shall mean the Director or, in his/her absence, the Alternate Director of each Member.
- 2.11 "**Effective Date**" means the date the last Member approves and signs this Agreement.
- 2.12 "**Emergency Services**" means one or more of the following services: law enforcement, fire, extrication, rescue, hazardous materials, ambulance, and/or emergency medical.
- 2.13 "**Excluded Contracts**" means those contracts identified on *Exhibit B*. Excluded Contracts also means any other actual or alleged oral or written contract, including any alleged contract based on course of performance, between the Non-Profit Corporation and any other individual or entity that is not specifically listed as an Assumed Contract on Exhibit A.
- 2.14 "**Executive Director**" means the person hired by the Board who is responsible for the administration and operation of ADCOM, as set forth in Section 7.1.
- 2.15 "**Fiscal Year**" means the fiscal year of ADCOM, which is concurrent with the calendar year.
- 2.16 "**General Operating Fund**" means the fund established by ADCOM into which all Annual General Operating Fund Contributions, and all other revenues from any source (except Annual Capital Reserve Fund Contributions) are deposited and from which all financial obligations and expenditures of ADCOM are paid (except for the repair, replacement, upgrade or purchase of equipment, facilities and other technology infrastructure that is paid for directly from the Capital Reserve Fund).
- 2.17 "**Liability(ies)**" means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several, or secondary liability).
- 2.18 "**Majority**" means one more than half the Directors present at a regular, special or emergency meeting where a Quorum of Directors are present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors.
- 2.19 "**Public Agency(ies)**" means (a) a special district or other local government that is organized for the primary purpose of providing Emergency Services entirely or partially within Adams County; or, (b) a specific department of the federal government, the State of Colorado, a county or a municipality whose primary purpose is providing Emergency Services entirely or partially within Adams County.

- 2.20 "**Quorum**" means more than one-half the number of Directors serving on the Board at the time of the regular, special or emergency meeting, whether participating in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors. A vacant Director position will not be counted for purposes of determining if a Quorum is present. A Director who abstains from a vote will still be counted for purposes of determining if a Quorum is present.
- 2.21 "**Super Majority**" means at least sixty-six percent (66%) of the Directors attending a regular or special meeting where a Quorum of Directors are present in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors. At least two Directors representing Members that provide fire services, and at least two Directors representing Members that provide law enforcement services, must vote in favor of a matter requiring a Super Majority vote.

ARTICLE 3 – AMENDMENT OF ADAMS COUNTY COMMUNICATIONS CENTER, INC. ARTICLES OF INCORPORATION AND TRANSFER OF ASSETS AND PERSONNEL

- 3.1 **Amendment of Adams County Communications Center, Inc. Powers and Purposes, Transfer of Assets, and Assumption of Limited Obligations.** The Members are contracting parties to that certain Agreement dated March 15, 1974, as amended on July 2, 1997, February 19, 1998, and December 31, 1999 (collectively, "**1974 Agreement**"), which established the Adams County Communications Center, Inc., a Colorado non-profit corporation ("**Non-Profit Corporation**"). In establishing the Non-Profit Corporation, on February 15, 1974, the Members adopted Articles of Incorporation of the Adams County Communications Center, Inc. ("**Articles of Incorporation**"), and Bylaws of the Adams County Communications Center, Inc. ("**Bylaws**"). The Members desire to amend the Articles of Incorporation and Bylaws, and concurrent therewith, transfer all tangible and intangible assets and personnel of the Non-Profit Corporation to ADCOM and provide for ADCOM's assumption of certain limited obligations of the Non-Profit Corporation to the extent specifically set forth in this Article 3.
- 3.2 **Articles of Amendment to the Articles of Incorporation; Amended and Restated Bylaws.** On the Effective Date or as quickly thereafter as practicable, the Board of Directors of the Non-Profit Corporation shall adopt a Resolution Adopting Articles of Amendment to the Articles of Incorporation of Adams County Communications Center, Inc. in a form substantially similar to the Resolution attached as **Exhibit C**, and a Resolution Adopting Amended and Restated Bylaws of Adams County Communications Center, Inc. in a form substantially similar to the Resolution Attached as **Exhibit D**. Concurrent therewith, the President of the Board of Directors of the Non-Profit Corporation shall sign, and the Secretary/Treasurer of the Board of Directors of the Non-Profit Corporation shall attest, the Articles of Amendment to the Articles of Incorporation attached as **Exhibit E**. The Executive Director shall cause the Articles of Amendment to the Articles of Incorporation to be filed with the Colorado Secretary of State, and shall take all actions necessary to change the name of the Non-Profit Corporation with the Colorado Secretary of State and Internal Revenue Service consistent with the Amended and Restated Bylaws.

3.3 **Resolution Transferring Assets and Personnel.** On the Effective Date or as quickly thereafter as practicable, the Board of Directors of the Non-Profit Corporation shall adopt a Resolution Authorizing the Transfer of Adams County Communications Center, Inc.’s Tangible and Intangible Assets and Personnel to the Adams County Communications Center Authority in a form substantially similar to the Resolution attached as **Exhibit F.**

3.4 **Transfer of Assets and Personnel.** Upon adoption of the Resolution Transferring Adams County Communications Center, Inc.’s Assets and Personnel:

3.4.1 **Transfer of the Non-Profit Corporation’s Tangible and Intangible Assets and Personnel.** ADCOM, the Non-Profit Corporation and their staff shall take all actions necessary to sell, transfer and convey all right title and interest in and to all real property, fixtures, facilities, vehicles, equipment, furniture and appliances, financial accounts and monies (excepting such financial accounts and monies as the Board of Directors of the Non-Profit Corporation may need, in its sole discretion, to continue in existence), and all other tangible and intangible assets of any type and nature whatsoever (collectively, "***Non-Profit Corporation Assets***") to ADCOM. ADCOM, the Non-Profit Corporation and their staff also shall take all actions necessary to transfer all individuals who are employed by the Non-Profit Corporation on the Effective Date ("***Transferred Personnel***") to ADCOM in the same or comparable positions as they hold at the Non-Profit Corporation as of the date of the transfer. The Non-Profit Corporation President and Secretary/Treasurer, the ADCOM President and Secretary/Treasurer, and the Executive Director are authorized to execute such documents as are necessary or appropriate to accomplish the transfer of the Non-Profit Corporation Assets and Transferred Personnel to ADCOM, and to substitute ADCOM for the Non-Profit Corporation as the signatory on all deeds, contracts, agreements, leases, forms, applications, and all other documents of any type or nature whatsoever.

3.4.2 **Transfer of Non-Profit Corporation’s Retirement and Pension Plans.** ADCOM, the Non-Profit Corporation and their staff shall take all actions necessary to substitute ADCOM as the plan sponsor on, or otherwise transfer to ADCOM, all of the Non-Profit Corporation’s retirement and pension plans. The Non-Profit Corporation’s President and Secretary/Treasurer, ADCOM’s President and Secretary/Treasurer, and the Executive Director are authorized to execute such documents as are necessary or appropriate to accomplish substitution of ADCOM as the plan sponsor on, or otherwise transfer to ADCOM, all of the Non-Profit Corporation’s retirement and pension plans.

3.4.3 **Limited Assumption of Liabilities and Obligations.**

(a) Subject to the terms and conditions set forth herein, ADCOM shall assume and agree to pay, perform and discharge only the following Liabilities of the Non-Profit Corporation (collectively, the "***Assumed Liabilities***"), and no other Liabilities:

- i. all Liabilities in respect of the Assumed Contracts but only to the extent that such Liabilities thereunder are required to be performed after the Effective Date and do not relate to any breach, default, or violation by the Non-Profit Corporation on or prior to the Effective Date; and,
 - ii. all Liabilities and obligations (including employee benefits) relating to Transferred Personnel.
- (b) Notwithstanding any other provision in this Agreement to the contrary, ADCOM shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of the Non-Profit Corporation of any kind or nature whatsoever other than the Assumed Liabilities (“*Excluded Liabilities*”). Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:
- i. any Liabilities in respect of any known or unknown pending or threatened action arising out of, relating to or otherwise in respect of the operation or administration of the Non-Profit Corporation or the Non-Profit Corporation Assets to the extent such action relates to such operation or administration on or prior to the Effective Date;
 - ii. any Liabilities of the Non-Profit Corporation arising under or in connection with any benefit plan providing benefits to any former employee of the Non-Profit Corporation, other than Transferred Personnel, arising on or prior to the Effective Date;
 - iii. any Liabilities of the Non-Profit Corporation for any former employees (other than Transferred Personnel), officers, directors, retirees, independent contractors or consultants of the Non-Profit Corporation, including any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers’ compensation, severance, retention, termination or other payments, to the extent accruing on or before the Effective Date;
 - iv. any accounts payable of the Non-Profit Corporation;
 - v. any Liabilities of, or claim against, the Non-Profit Corporation arising or alleged to arise from any services the Non-Profit Corporation may have provided at any time to any other individual or entity, including without limitation any other municipal or quasi-municipal corporation or political subdivision of the State of Colorado; and,
 - vi. any Liabilities under the Excluded Contracts.

ARTICLE 4 - PURPOSE, FUNCTIONS, AND SERVICES

4.1 **Purpose.** The purpose of ADCOM is to provide, within the ADCOM Service Area, Emergency Services reporting, Emergency Services dispatching, Emergency Services

communications, and coordination and support services for and between Members. ADCOM's primary focus will be to promote the safety of the public within the ADCOM Service Area and to promote the safety of the Emergency Services personnel of Members. The Board will determine the specific types of services provided by ADCOM based on the needs and interests of its Members.

4.2 **Functions and Services.** The functions and services of ADCOM are:

4.2.1 The acquisition, operation and maintenance of real and personal property, systems, equipment and other materials necessary to facilitate the provision within the ADCOM Service Area of Emergency Services reporting, Emergency Services dispatching, Emergency Services communications, and coordination and support services, including contracting for Emergency Services with, or acquisition, operation and maintenance of, an Emergency Services dispatching and communications center.

4.2.2 To provide such other services or functions reasonably related to reporting communications, dispatching, and technological support services for Emergency Services providers, as may be authorized by law to the Members, and as determined by the Board to be in the best interests of the Members and persons residing within the ADCOM Service Area, including but not limited to:

- (a) Providing emergent and non-emergent call handling and dispatch services to all Members 24 hours per day, 7 days per week, every day of the year within the ADCOM Service Area;
- (b) Ensuring that all dispatchers meet the training standards as established by ADCOM's Executive Director, which shall not be less than the minimum nationally recognized training standards;
- (c) Ensuring high quality Emergency Services reporting, Emergency Services communications, Emergency Services dispatching, and coordination and support services through the utilization of a nationally recognized quality assurance program, and a quality management program that complies with Section 25-3.5-901, C.R.S., *et seq.*, as may be amended;
- (d) Providing public education for Member communities, including cooperation with Members and 911 authorities to provide youth 911 education, business-based 911 education, and public presentations on these and similar topics;
- (e) Providing management information reports quarterly to all Directors consistent with reporting customarily provided to Emergency Services providers;
- (f) Providing geographic information system ("**GIS**") support services for the maintenance of map data in the ADCOM Service Area, including street centerlines and other dispatch related layers required for vehicle routing, unit response recommendations and dispatching, and any other GIS components or areas deemed appropriate by the Board;

- (g) Providing support to Members for all non-radio based wireless data communications, such as mobile data terminals (MDTs) and automatic vehicle location technology (AVL) devices;
- (h) Providing assistance with the integration of the preplan data of each Member into the computer-aided dispatch (CAD) system; and,
- (i) Provide a continuity of operations plan, including infrastructure and necessary partner agreements.

4.3 **Powers.** To enable ADCOM to carry out its functions and provide the services described in this Agreement, ADCOM will have the following powers:

- 4.3.1 To acquire, construct, manage, maintain, or operate an Emergency Services communications and dispatching center on behalf of the Members;
- 4.3.2 To acquire, hold, lease (as Lessor or Lessee), sell, and otherwise dispose of any legal or equitable interest in real or personal property;
- 4.3.3 To conduct its business and affairs for the benefit of ADCOM, the Members, and the constituents ADCOM serves, including residents, property owners, and visitors;
- 4.3.4 To enter into, make, and perform contracts of every kind as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation, or any other organization of any kind;
- 4.3.5 To employ agents, including, but not limited to, engineers, attorneys, architects, auditors, and consultants as it deems appropriate;
- 4.3.6 To hire, manage, and terminate employees and volunteers, and to adopt personnel policies, procedures and protocols applicable to such employees and volunteers;
- 4.3.7 To incur debts, liabilities, and obligations to the extent and in the manner permitted by law, and borrow money and, from time to time, to make, accept, endorse, execute, issue, and deliver bonds, notes and other obligations of ADCOM for monies borrowed, or in payment for property acquired, or for any of the other purposes, services or functions of ADCOM; and as provided, and to the extent permitted, by law, to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other collateral instrument, or by other lien upon assignment of all or any part of the properties, rights, assets, contracts, easements, revenues, and privileges of ADCOM. ADCOM will have no authority or power to levy or collect taxes of any kind;
- 4.3.8 To own, operate, and maintain real and personal property and facilities directly or in common with others, and to conduct joint, partnership, cooperative, or other operations

with others, and to exercise all the powers granted herein in joint, partnership, or cooperative efforts and operations with others;

4.3.9 To sue, and to be sued, in its own name;

4.3.10 To have and use a corporate seal;

4.3.11 To fix, maintain and revise fees, rates, tolls, assessments, and charges for functions, services or facilities provided by ADCOM in the manner provided by law;

4.3.12 To adopt bylaws, policies, and procedures with respect to the exercise of its powers and carrying out of its purposes;

4.3.13 To exercise any other powers that are necessary for the provision of functions, services, or facilities by ADCOM, whether set forth in this Agreement or implied by or inherent in a power granted to ADCOM by this Agreement or law;

4.3.14 To receive contributions, gifts, donations, bequests, and grants of any type or nature, including but not limited to cash, real or personal property, equipment, or services; and,

4.3.15 To contract with any public or private individual or entity to provide necessary or desirable services to ADCOM.

4.4 **No Service Users.** ADCOM shall not enter into agreements to provide Emergency Services reporting, Emergency Services dispatching, Emergency Services communications, and coordination and support services to any other individual or entity that is not a contracting Member of ADCOM. ADCOM is only to provide such services to its contracting Members. The foregoing prohibition against services agreements does not prohibit or in any manner limit ADCOM's ability to enter into agreements or arrangements of any type or nature with any other individual or entity for any other purpose that ADCOM deems to be in its best interest, notwithstanding the fact that such agreement or arrangement may include a sharing of resources or system access.

ARTICLE 5 - MEMBERSHIP

5.1 **Involuntary Termination of Member.** The Board may terminate any Member's participation in ADCOM, and remove such Member as a party to this Agreement, upon the occurrence of either of the following: (a) the Member's breach of this Agreement ("***Breach***"); or (b) the Member's failure to pay in full at the required time either its Annual General Operating Fund Contributions or its Annual Capital Reserve Fund Contributions ("***Failure to Pay***"). The procedure for such termination and removal shall be as follows:

5.1.1 **Super Majority Vote.** Termination and removal shall require a Super Majority vote of the Board at a regular or special meeting during which the accused Member shall have the opportunity to present relevant evidence in its defense as determined by the Board.

5.1.2 Opportunity to Cure. If the Board votes to terminate and remove a Member as set forth above, the Member shall have thirty (30) calendar days to cure a Breach, or ten (10) calendar days to cure a Failure to Pay, as applicable.

5.1.3 Final Termination Vote. At a regular or special Board meeting, the Board shall determine whether the accused Member cured the violation within the applicable cure period. The Board may review such evidence as it determines is reasonable and necessary and shall thereafter vote on the matter. Whether the accused Member successfully cured the violation shall be determined by a Majority vote. If this meeting is to evaluate the cure of a Breach, this meeting shall be held not less than thirty (30) calendar days nor more than sixty (60) calendar days after a Super Majority vote to terminate and remove a Member. If the meeting is to evaluate the cure of a Failure to Pay, this meeting shall be held not less than ten (10) calendar days nor more than thirty (30) calendar days after a Super Majority vote to terminate and remove a Member. If the Board determines that the accused Member did not cure the violation, the accused Member's participation in ADCOM shall immediately terminate and the Member shall be removed as a party to this Agreement. The Board may approve continuation of service to a Member that has been terminated until service can be obtained by another provider or means for a period not to exceed six (6) months as long as progress is documented on the transfer of service.

5.1.4 Effect of Termination.

- (a) Upon termination under Section 5.1.3, the terminated Member shall have no further interest, right or title in or to any assets or equity of ADCOM.
- (b) Termination of one or more Members shall not cause termination of this Agreement.

5.2 Consolidation by Members. Consolidation, merger or unification (collectively, "*Consolidation*") by a Member with another Member(s) or non-Member(s) to form a single legal entity will neither terminate this Agreement nor constitute a withdrawal by the Consolidating Member or Members. All rights and obligations of such Consolidating Member or Members will inure to the newly-created single legal entity, except that no Consolidation by a Member will increase any non-Consolidating Member's share of the Annual Capital Reserve Fund Contributions required under this Agreement without the written consent of such non-Consolidating Member. Any Consolidated Member will have one Director on the Board and will be entitled to one vote.

5.3 Withdrawal of Members. A Member may withdraw from this Agreement at the end of any calendar year by written notice, authorized by the governing body of such Member, that is given to the Board and every other Member no later than January 15th of that calendar year. To the extent permitted by law, a withdrawing Member will remain liable for its share of any and all financial obligations and indebtedness of ADCOM incurred while the withdrawing Member was a Member of ADCOM. Upon withdrawal, a withdrawing Member will have no further interest, right, or title in or to any assets or equity of ADCOM, unless there is a specific written agreement to the contrary approved by the governing body of the withdrawing Member

and a Super Majority vote of the Board. Withdrawal by any Member or combination of Members will not cause termination of this Agreement. A Member's non-appropriation of funds pursuant to Section 8.7 will constitute a withdrawal pursuant to this Section 5.3; provided however, that the three hundred fifty (350) calendar days prior notice period will not apply and, instead, the Member will be deemed withdrawn as of January 1 of the Fiscal Year for which funds are not appropriated. A non-appropriating Member must notify every other Member as soon as reasonably practical when it is certain that its governing body will fail to appropriate the funds necessary for the Member to meet its financial obligations for the ensuing year.

5.4 **Addition of Members.** A Public Agency may join ADCOM as a Member of this Agreement upon the Super Majority vote of the Board consenting to the Public Agency becoming a Member. Any new Member must identify the equipment which the new Member will integrate into the ADCOM system, and the Board must approve any identified equipment. If the new Member does not have sufficient equipment, or if the identified equipment is duplicative, inefficient or obsolete with respect to the ADCOM system, such equipment may be rejected by the Board in its sole determination. The Board may consider additional factors prior to consenting to the addition of a new Member, including but not limited to (a) whether the new Member currently maintains a separate communication center; (b) the level of capital and other financial assets which the new Member may be assessed to join as a Member; and (c) the functionality of any equipment currently owned by the new Member which may be integrated into the ADCOM system. If by Super Majority vote the Board agrees that a Public Agency may join ADCOM, the parties shall enter into a mutually acceptable written document that sets forth the terms and conditions upon which the Public Agency shall become a Member, which written document shall be approved and signed by the governing body of the Public Agency, and shall be signed by the President of the ADCOM Board. The Public Agency shall become a Member on the date specified in the written document or, if no date is specified, on the date the last party signs the written document.

5.5 **Membership Rights.** Each Member will have the right:

5.5.1 To receive Emergency Services communications, Emergency Services dispatching, Emergency Services reporting, and coordination services and support, from ADCOM. Members shall pay for costs associated with the services and support provided by ADCOM in accordance with the terms of this Agreement;

5.5.2 To a share of the assets of ADCOM upon termination of this Agreement in accordance with Section 5.6.3, unless the Member has been involuntarily terminated or has withdrawn prior to the effective date of termination of this Agreement;

5.5.3 To have a representative serve on the Board and to cast one vote on any matter coming before the Board; and,

5.5.4 To all other benefits and privileges bestowed on Members under this Agreement.

5.6 **Term, Termination, and Distribution.**

- 5.6.1 **Term.** The term of this Agreement shall be unlimited, and shall continue until terminated as provided herein.
- 5.6.2 **Termination.** This Agreement may be terminated at any time by written agreement of all Members, or all Members except one, who are a party to this Agreement at the time of such termination.
- 5.6.3 **Distribution or Transfer of Assets Upon Termination.** If this Agreement is terminated pursuant to Section 5.6.2, the Board by unanimous affirmative vote of all, or one less than all, of the Directors serving on the Board at the time of termination, will determine whether all of ADCOM's tangible and intangible property and assets ("*Assets*") are distributed to the Members or transferred to a successor entity(ies).
- (a) **Transfer to Successor Entity(ies).** If the Assets are to be transferred to a successor entity(ies), the Assets will be transferred in such manner as is determined by unanimous affirmative vote of all, or one less than all, of the Directors serving on the Board at the time of termination, subject to any outstanding liens, mortgages, or other pledges of such Assets.
- (b) **Distribution to Members.** If the Assets are to be distributed to the Members, they will be distributed pro rata to each Member as follows:
- (i) All monies remaining in the General Operating Fund will be distributed to each Member based on the percentage that its last Annual General Operating Fund Contribution bears to the total amount of that General Operating Fund.
- (ii) With respect to the Capital Reserve Fund, each Member will be paid for the depreciated value of any equipment it transferred to ADCOM. If there are insufficient funds in the Capital Reserve Fund to pay each Member for the depreciated value of any equipment it transferred to ADCOM, then the Member will receive a prorated portion of the monies in the Capital Reserve Fund based on the percentage that the depreciated value of its equipment bears to the total of all depreciated equipment transferred to ADCOM by the Members. If there are any monies remaining in the Capital Reserve Fund after each Member has been reimbursed for the depreciated value of the equipment it transferred to ADCOM, each Member will receive a prorated portion of those monies based on the percentage that its last Annual General Operating Fund Contribution bears to the total amount of that General Operating Fund.
- (iii) With respect to equipment purchased by ADCOM, the Board may, in its discretion and by Majority vote, choose to allow Members to purchase the equipment from ADCOM at a reasonable depreciated value or to auction or otherwise dispose of the equipment, with proceeds distributed to the Members *pro rata* based on the percentage that each Member's last Annual

General Operating Fund Contribution bears to the total amount of Annual General Operating Fund Contributions.

- (iv) By unanimous affirmative vote of all Directors serving on the Board at the time of termination, or the affirmative vote of all Directors serving on the Board at the time of termination except one, the Board may provide for an alternate disposition of ADCOM's Assets between and among the Members.

ARTICLE 6 - GOVERNANCE

6.1 **Board of Directors.** The Board will consist of one Director appointed by each Member (exclusive of any Member that withdraws or is involuntarily terminated) and will have the following responsibilities and authority:

6.1.1 Voting authority;

6.1.2 Governing ADCOM by establishing broad policies and objectives;

6.1.3 Selecting, appointing, supporting, and reviewing the performance of the Executive Director;

6.1.4 Reviewing reports to ensure compliance with established standards;

6.1.5 Ensuring the availability of adequate financial resources now and into the future;

6.1.6 Approving contracts with Public Agencies, Private Entities, or other individuals or entities, provided that such contracts are permitted by, and are consistent with, the provisions of this Agreement;

6.1.7 Determining the Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution;

6.1.8 Approving the Annual Budget, including the annual Cost Allocation Worksheet;

6.1.9 Approving expenditures;

6.1.10 Creating insurance, personnel, security, records management, risk management, and other policies necessary to the efficient and effective operation of ADCOM;

6.1.11 Establishing one or more committees or task forces;

6.1.12 Accounting to the Members for the performance of ADCOM; and,

6.1.13 Setting compensation and benefits of ADCOM personnel.

6.2 **Appointment.** The Director will serve at the pleasure of the governing body of the appointing Member and may be replaced at any time by the appointing Member. The Alternate Director

will serve at the pleasure of the appointing Director and may be replaced at any time by the appointing Director.

- 6.3 **Vacancies.** A vacancy occurring in the Board, whether such vacancy be the result of resignation, death, removal or disability, will be filled in the same manner as appointment of a Director as hereinabove provided.
- 6.4 **Compensation.** Directors will not receive compensation for their services. The Board may provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of ADCOM.
- 6.5 **Board Action.** Final actions or decisions of the Board (including ratification or rescission of action taken by the Board at an emergency meeting) may be taken or made only at regular or special meetings of the Board, called upon notice as required herein, at which a Quorum is present. Except as set forth below or as otherwise provided in this Agreement, final actions or decisions of the Board shall be made by the affirmative vote of a Majority at a properly-noticed regular or special meeting at which a Quorum is present. No Member shall be allowed more than one vote on any issue or matter coming before the Board.
- 6.6 **Meetings.**
- 6.6.1 **All Meetings Public.** All regular, special and emergency meetings of the Board will be open to the public and subject to the Colorado Sunshine Law, Part 4 of Article 6 of Title 24 of the Colorado Revised Statutes, as may be amended ("*Sunshine Law*").
- 6.6.2 **Regular Meetings.** To the extent reasonably practicable, regular meetings shall be held monthly. If the Executive Director determines that a meeting is not necessary, he/she may contact the Board Members for direction as to whether a meeting shall be held or not. A schedule of regular meetings of the Board shall be set by resolution of the Board at the first regular or special meeting in January of each year, which resolution will identify the dates, times, and location(s) of said regular meetings to be held within the boundaries of Adams County, Colorado. Following adoption of said resolution, no additional notice to the Directors will be required. Regular meetings of the Board will be posted in accordance with the Sunshine Law. Directors may participate in any regular meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors.
- 6.6.3 **Special Meetings.** Special meetings of the Board may be called by any two (2) or more Directors, so long as the Directors calling the special meeting include at least one Director representing a Member providing fire services and at least one Director representing a Member providing law enforcement services. Thereupon it will be the duty of the Secretary of the Board to cause notice of such meeting to be given as hereinafter provided. Work/study sessions will constitute a special meeting at which no formal action shall be taken. Special meetings of the Board will be held at the time and place fixed by the Directors calling the meeting. Special meetings of the Board will be posted in accordance with the provisions of the Sunshine Law. Directors may

participate in any special meeting in-person, telephonically or by any other media by which each Director can hear and be heard by the other Directors.

- 6.6.4 **Notice of Special Meeting.** Written notice of any special meeting of the Board shall be delivered to each Director not less than 72 hours before the date and time fixed for such meeting. Notice may be delivered in person, by facsimile or by electronic mail at the direction of the Secretary, or upon the Secretary's default, by the Directors calling the meeting.
- 6.6.5 **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, will be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board will constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.
- 6.6.6 **Emergency Meetings.** A Quorum of the Board may call an emergency meeting at any time and without 72 hours' prior notice in the event of an emergency that requires the immediate action of the Board in order for ADCOM to carry out its services and related functions. The Board Secretary, or upon the Secretary's default, the Directors calling the emergency meeting, shall cause notice of the emergency meeting to be given immediately to all Directors. Notice may be given in-person, by facsimile or by electronic mail at the direction of the Secretary, or upon the Secretary's default, by the Directors calling the emergency meeting. To the extent practicable, public notice of an emergency meeting will be posted in the same locations as for regular meetings. At the emergency meeting, the Board by affirmative vote of a Majority of the Directors present, may take any action within the express or implied powers of ADCOM to carry out its services and related functions; provided, however, any action taken at an emergency meeting will be effective only until the first to occur of: (a) the next regular meeting, or (b) the next special meeting of the Board. The agenda for such next occurring meeting shall include the Board's consideration as to whether to ratify any emergency action taken. If any emergency action taken is not ratified, it shall be deemed rescinded.
- 6.6.7 **Procedural Rules Governing Meetings.** In addition to any procedural rules developed by the Board, the following procedural rules for conducting regular and special meetings shall apply: (a) the reading of the text of minutes, financial statements or proposed Resolutions into the record is not required; and (b) the Chairperson may make a motion and may vote on a motion. In the absence of a procedural rule, the Board will, to the extent practicable, follow the latest edition of *Robert's Rules of Order*.
- 6.6.8 **Location of Meetings.** All regular or special meetings shall be held within the ADCOM Service Area, unless otherwise determined by the Majority of the Board based on extenuating circumstances.

6.7 **Officers.** The officers of ADCOM will be a President, Vice-President, Secretary, Treasurer and such assistant officers as may be elected by the Board from time to time, to perform such duties and have such authority as may be approved by the Board. The Board may, but is not required to, elect one individual to hold the offices of both Treasurer and Secretary. The President, Vice-President and Treasurer shall be Directors. The Secretary and other officers of ADCOM may, but are not required to, be Directors. Notwithstanding the foregoing, if at any time there are only two Members of ADCOM, there need only be a President and a Secretary/Treasurer; however, in such circumstance, both the President and the Secretary/Treasurer shall be Directors.

6.7.1 **Election and Term of Office.** The term of office for the President, Vice-President, Secretary, and Treasurer will be two Fiscal Years. The term of office for any assistant officer will two Fiscal Years or for such other period established by Majority vote of the Board. At the first meeting of the Board following the Effective Date, and appointment of the initial Directors by the governing bodies of the Members, the Directors will, by Majority vote, elect the officers of the Board. In addition to the term of office established for his/her position, the initial officer of each position also will serve for the remainder of the Fiscal Year in which he/she was elected. Thereafter, at its last regular or special meeting during a Fiscal Year in which an officer's term is expiring, the Board, by Majority vote, will elect a new officer to that position. Vacancies occurring in any officer position may be filled by Majority vote at any regular or special meeting of the Board at the time the vacancy occurs.

6.7.2 **Removal.** Any officer elected by the Board may be removed by the Board, with or without cause, at any time by Majority vote at any regular or special meeting of the Board at which a Quorum is present.

6.7.3 **Duties and Authority of Officers.**

(a) **President.** The President shall be a Director. Except as otherwise directed by the Board, the President will execute all legal instruments of ADCOM and will represent the Board at any meeting, event, or other activity at which a Board representative is permitted, requested, or required to be in attendance. The President will perform such additional duties and have such additional authority as directed by a Majority of the Board from time to time. The President will serve as the Chairperson and preside at all Board meetings.

(b) **Vice-President.** The Vice-President shall be a Director. Except as otherwise directed by the Board, the Vice-President will perform the duties, and have the authority of, the President in the President's absence or inability or refusal to perform his/her duties. The Vice-President will perform such additional duties and have such additional authority as directed by a Majority of the Board from time to time so long as such duties are not inconsistent with the duties and authority of the President. The Vice-President will serve as the Chairperson at any Board meeting where the President is absent or is unable or refuses to serve as the Chairperson.

- (c) **Secretary.** The Secretary may, but is not required, to be a Director, unless the individual serving as Secretary also is serving as Treasurer, in which case the individual must be a Director. The Secretary will (i) maintain the official records of ADCOM, including this Agreement, bylaws, policies, procedures and protocols established by the Board, minutes of Board meetings, and a register of the names and addresses of the Members, Directors, Alternate Directors and officers; and (ii) issue notices of meetings. A separate recording secretary may be appointed by the Board for taking and preparing meeting minutes. If the person performing the duties of Secretary is not a Director, such person may receive such compensation as is deemed appropriate by the Board, but shall have no voting rights.
- (d) **Treasurer.** The Treasurer shall be a Director. The Treasurer will be responsible for the general oversight of all financial aspects of ADCOM. The Treasurer will serve as the financial official of ADCOM and, through the general oversight of the Executive Director, will be responsible for the general oversight of all financial aspects of ADCOM. The Treasurer will serve as the Chairperson at any meeting where both the President and Vice-President are absent, or fail or refuse to serve as the Chairperson.

6.7.4 **Bonds/Crime Insurance of Officers, Employees and Agents.** The Treasurer and any other officer, employee or agent of ADCOM charged with the responsibility for the custody of any of its funds or property shall give a bond or shall maintain crime insurance in such sum and with such surety or carrier, if any, as the Board will determine. The Board, in its discretion, also may require any other officer, employee or agent of ADCOM to give a bond or maintain crime insurance in such amount and with such surety or carrier as will be determined. The cost of such bond or crime insurance will be an expense of ADCOM.

6.8 **Governmental Immunity.** Every Director, officer, employee and volunteer of ADCOM, while performing his/her duties and functions on behalf of ADCOM, whether such duties and functions have been expressly assigned or are reasonably implied based on his/her expressly assigned duties and functions, will constitute a public employee for the purposes of the Colorado Governmental Immunity Act, including but not limited to C.R.S. § 24-10-110, as may be amended.

6.9 **Execution of Contracts.** Except as otherwise provided by law, the Board may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of ADCOM.

6.10 **Assets Held In Trust.** All Assets of ADCOM will be held in trust for the purposes stated in this Agreement, including payment of liabilities of ADCOM.

ARTICLE 7 - OPERATIONS

7.1 **Executive Director.** The Board shall hire an Executive Director, who will be responsible for all financial, administrative and operational aspects of ADCOM under the Board's supervision.

The Board will establish a job description for the Executive Director position, and will update it as the Board deems appropriate. Among his/her duties, the Executive Director will be directly responsible for developing, and upon Board approval, implementing administrative, fiscal, operational, personnel, records management, risk management, security, training, and other policies and procedures necessary to the efficient and effective operations of ADCOM; inventory management; applying for and accepting grants with the approval of the Board; coordinating cross-Member activity, including training, to the extent necessary; facilitating and coordinating committee and task force activities; preparing the Annual Budget and Cost Allocation Worksheet; accounting for the financial operations of ADCOM; hiring, managing and terminating employees and volunteers; and the supervision of the day-to-day administration and operations of ADCOM. The Executive Director will be the official custodian of ADCOM records. The Executive Director will attend all Board meetings unless excused by the Chairperson. Nothing in this Agreement constitutes an irrevocable delegation of authority to the Executive Director. At any time, the Board may take any action that otherwise could be taken by the Executive Director.

- 7.2 **Public Records.** ADCOM's records will be subject to, and limited by, the Colorado Public (Open) Records Act, including the Colorado Criminal Justice Records Act, as may be appropriate, contained in Article 72 of Title 24 of the Colorado Revised Statutes, as may be amended.

ARTICLE 8 - FISCAL ADMINISTRATION

- 8.1 **Fiscal Management.** Unless otherwise designated by the Board, all power to receive, hold, and, upon approval by the Board, disburse funds or money equivalents will be exercised by ADCOM personnel under the direction and supervision of the Executive Director, and under controls and policies approved by the Board. Each month, the Executive Director shall provide the Board with a complete report of all revenue and expenditures, and reasonable information on the state of ADCOM's finances.
- 8.2 **Initial Budget.** The initial budget for ADCOM, which will take effect on the Effective Date and will continue through the end of the Fiscal Year in which it takes effect, is attached to this Agreement as **Exhibit G.** Each Member shall pay its share of the Initial Budget in the amounts and at the times specified in the Initial Contribution Schedule attached as **Exhibit H.**
- 8.3 **Annual Budget.** ADCOM will be subject to the Local Government Budget Law of Colorado, Part 1 of Article 1, Title 29 of the Colorado Revised Statutes, as may be amended. The Annual Budget for ADCOM will be adopted by affirmative Majority vote of the Board. The provisions of Article 10.5 of Title 11, C.R.S., as may be amended, will apply to monies of ADCOM. The components of the Annual Budget are:
- 8.3.1 **General Operating Fund.** Each Fiscal Year, the Board will determine the amount of revenue needed for the General Operating Fund.
- (a) **Member Contribution Policy.** By affirmative Majority vote, the Board shall establish and may from time to time modify a Member Contribution Policy, which will set forth the general goals, policies and procedures by which the

Members' Annual General Operating Fund Contributions and Annual Capital Reserve Fund Contributions are to be determined.

- (b) **Cost Allocation Worksheet.** Each year, the Board and Executive Director shall use the then-current Member Contribution Policy to develop a Cost Allocation Worksheet that sets forth each Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution for the next immediately following Fiscal Year. The Cost Allocation Worksheet will show with particularity the basis upon which each Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution were determined. The Cost Allocation Worksheet shall be developed and provided to each Director as soon as practicable each year, so that each Member has sufficient time to incorporate its contribution obligations to ADCOM into the Member's annual budget development process. The Board shall adopt the finalized Cost Allocation Worksheet as part of its adoption of the Annual Budget.

8.3.2 **Capital Reserve Fund.** Each Fiscal Year, the Board will determine the total amount of revenue that must be deposited in the Capital Reserve Fund, taking into consideration the need to repair, replace, upgrade or purchase equipment, and updating or supplementing wireless communications, technology, network expansion, enhanced radio communications, and/or technical support as may become necessary in future years. The Annual Capital Reserve Fund Contribution of each Member shall be set forth in the Cost Allocation Worksheet and may vary depending upon the total amount of revenue that must be deposited in the Capital Reserve Fund each Fiscal Year.

8.4 **Payment of Contributions.** Each Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution shall be invoiced in four (4) equal installments, on or about the first day of each quarter of the next immediately following Fiscal Year (January 1st, April 1st, July 1st and October 1st) or on such other schedule as may be determined by Majority vote of the Board. Payments shall be due thirty (30) calendar days from the date the invoice is issued.

8.5 **Late Payments.** Any undisputed payment required under this Agreement that is not paid when due will accrue interest in the amount of eight percent (8%) per annum compounded annually until paid.

8.6 **Annual Audit.** ADCOM's revenues and expenditures shall be subject to an annual audit in accordance with Colorado state law, which will be performed by a certified public accountant.

8.7 **Non-Appropriation.** All direct and indirect financial obligations of a Member under this Agreement are subject to the annual appropriation of funds by its governing body. No provision of this Agreement will be construed or interpreted: (a) to directly or indirectly obligate a Member to make any payment in any Fiscal Year in excess of amounts appropriated by such Member for such Fiscal Year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Member within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

8.8 **General Financial Matters.**

- 8.8.1 **Negotiable Instruments.** All checks, drafts, or other orders for payment of money, and all notes, bonds, or other evidence of indebtedness, will be issued in the name of ADCOM, and in such manner as, from time to time, will be determined by the Board.
- 8.8.2 **Financial Obligations and Debt Not That of Members.** All financial obligations of ADCOM, and all bonds, notes, and other evidence of indebtedness of ADCOM, will not be the debts, liabilities, or obligations of the Members, unless provided by written consent of the governing body of each of the Members in compliance with law.
- 8.8.3 **Financial Support.** ADCOM may receive financial support from any source, including emergency telephone surcharge revenues, user fees, and public or private donations, gifts, or grants.
- 8.8.4 **Compliance with State Laws Related to Deposit and Investment of ADCOM Funds.** Under the general oversight of the Treasurer, the Executive Director, will ensure all funds of ADCOM placed in bank deposit accounts, including checking, savings, bank money-market, and certificate of deposit (CD) accounts, comply with the requirements of the Public Deposit Protection Act, Colorado Revised Statutes, §11-10.5-101, *et. seq.*, as may be amended. The Board will establish the investment policies of ADCOM funds, which policies will comply with the federal and state constitutional and statutory laws governing the investment of public funds, including but not limited to Colorado Revised Statutes, § 24-75-601, *et seq.*, as may be amended. Under the general oversight of the Treasurer, the Executive Director will ensure all investments of ADCOM funds comply with the investment policies established by the Board.
- 8.8.5 **Records Subject to Inspection.** All of ADCOM's financial records will be available for inspection by any Member upon reasonable notice during normal business hours.
- 8.8.6 **Creation of Additional Funds.** The Board may at any time, by Super Majority vote at a regular or special meeting, establish one or more additional funds if it determines such additional fund or funds will promote the efficient and effective administration and operation of ADCOM. Similarly, the Board may at any time, by Super Majority vote at a regular or special meeting, eliminate some or all of any such funds if it determines eliminating some or all of any such funds will promote the efficient and effective administration and operation of ADCOM.

ARTICLE 9 – TASK FORCES AND COMMITTEES

- 9.1 **Law Enforcement Task Force and Fire Task Force.** There are hereby established the "***Law Enforcement Task Force***" and the "***Fire Task Force***", which will have the following authority and responsibilities:

- 9.1.1 The Law Enforcement Task Force members will be comprised of at least one representative from each Member agency that provides law enforcement services and the ADCOM supervisor responsible for oversight of ADCOM law enforcement agency operations. Additional participation of subject matter experts may be required to address operational issues;
 - 9.1.2 The Fire Task Force will be comprised of at least one representative from each Member agency that provides one or more Emergency Services other than law enforcement services and the ADCOM supervisor responsible for oversight of ADCOM fire agency operations. Additional participation of subject matter experts may be required to address operational issues;
 - 9.1.3 Each task force will meet monthly or as required to fulfill its responsibilities;
 - 9.1.4 Each task force will work with the Executive Director and his/her staff to address operational efficiencies including the review, recommendation and implementation of policies, procedures and protocols for the efficient and effective operation of ADCOM with respect to its area(s) of Emergency Services;
 - 9.1.5 Each task force may establish subcommittees to research and develop solutions for advancing ADCOM and its Members' service capabilities. Subcommittees will report all findings and recommendation to their respective task force;
 - 9.1.6 In coordination with the Executive Director and his/her staff, each task force will review on an as-needed basis the policies, procedures, protocols, and operations of ADCOM related to its area of Emergency Services expertise. Each task force will report to the Board in writing any perceived performance deficiencies and any recommendations for improvement. Each task force may comment upon any proposed plans, policies, procedures, or protocols submitted by the Board to that task force for review;
 - 9.1.7 Neither task force will oversee the day-to-day operations of ADCOM, but rather will handle operational functions from a strategic level; and
 - 9.1.8 A representative of each task force will attend Board meetings to provide progress reports and to make recommendation to the Board as appropriate.
- 9.2 **Other Task Forces and Committees.** The Board may at any time by Majority vote establish one or more task forces or committees to perform such duties or activities as the Board determines to be in the best interest of ADCOM and its Members. The Board may at any time by Majority vote modify or dissolve any task force or committee it has established, except that the Law Enforcement Task Force and/or the Fire Task Force established by Section 9.1 may only be modified or dissolved by a Super Majority vote of the Board.

ARTICLE 10 - MISCELLANEOUS

- 10.1 **Notices.** Except for notice of a special or emergency meeting sent by United States mail, facsimile or electronic mail in accordance with this Agreement, any notice, demand or request required by or relating to this Agreement shall be in writing and shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Member at the address set forth on the signature page(s) attached hereto, unless a Member has provided another address to ADCOM.
- 10.2 **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement.
- 10.3 **Amendments.** This Agreement may be amended only by a written document approved by formal authority of the governing bodies of all of the Members at the time of the amendment. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.
- 10.4 **No Assignment.** This Agreement may not be assigned by any Party.
- 10.5 **Severability.** In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation or circumstances of any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.
- 10.6 **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Members, and their past and present councilmembers, directors, officers, employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as may be amended.
- 10.7 **Governing Law, Jurisdiction and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Adams County.
- 10.8 **Waiver of Breach.** A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.
- 10.9 **Dispute Resolution.** Any dispute or claim arising under or relating to this Agreement shall be submitted first to the Board for possible resolution. If the Board is unable to resolve the dispute or claim, or if one or more of the parties to the dispute or claim are not satisfied with the Board's proposed resolution, the dispute or claim shall be submitted to mediation. The parties to the dispute or claim shall share equally the cost of the mediation, provided that each party shall pay its own attorneys' fees, costs and expenses incurred in preparing for and participating in the mediation. If the parties are unable to resolve their dispute or claim through mediation, any party to the dispute or claim may bring a civil action in the District Court for Adams County. Each party waives its right to a jury trial. The Court shall make a

determination as to the prevailing party and shall award the prevailing party its reasonable attorneys' fees, costs and the expenses for such civil action.

10.10 **Execution**. This Agreement may be executed in several counterparts, and by facsimile, electronic PDF, or other electronic means each of which will be an original, and all of which together will constitute one in the same instrument. Any failure to deliver the original, manually executed counterpart sent by fax, electronic PDF, or other electronic means shall not affect the validity, enforceability, or binding effect of this Agreement.

IN WITNESS WHEREOF, the Members have caused to be executed this Intergovernmental Agreement Establishing the Adams County Communications Center Authority.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

**ADAMS COUNTY FIRE PROTECTION
DISTRICT, a political subdivision of the State of
Colorado**

By: _____
Jerry Marchese, Board President

Date: _____

Attest:

Anthony Spano, Board Secretary

Address: 8055 N. Washington Street, Denver, CO 80229

ADAMS COUNTY SHERIFF'S OFFICE

By: _____
Richard Reigenborn, Sheriff

Date: _____

Attest:

Address: 4201 East 72nd Avenue, Suite C, Commerce City, CO 80022

**CITY OF COMMERCE CITY, a Colorado home
rule municipal corporation**

By: _____
Sean Ford, Mayor

Date: _____

Attest:

Laura Bauer, City Clerk

Approved as to form:

City Attorney

Address: 7887 E. 60th Avenue, Commerce City, CO 80022

**CITY OF BRIGHTON, a Colorado home rule
municipal corporation**

By: _____
Kenneth J. Kreutzer, Mayor

Date: _____

Attest:

Natalie Hoel, City Clerk

Approved as to form:

Jack D. Bajorek, City Attorney

Address: 500 S. 4th Avenue, Brighton, CO 80601

**CITY OF NORTHGLENN, a Colorado home rule
municipal corporation**

By: _____
Carol A. Dodge, Mayor

Date: _____

Attest:

Johanna Small, City Clerk

Approved as to form:

City Attorney

Address: 11701 Community Center Drive, Northglenn, CO 80233

**GREATER BRIGHTON FIRE PROTECTION
DISTRICT, a political subdivision of the State
of Colorado**

By: _____
Dean Morris, Board President

Date: _____

Attest:

Arlin Riggi, Board Secretary

Address: 500 S. 4th Avenue, 6th Floor, Brighton, Colorado 80601

**NORTH METRO FIRE RESCUE DISTRICT, a
political subdivision of the State of Colorado**

By: _____
John Abboud, Board President

Date: _____

Attest:

Jenni Murphy, Board Secretary

Address: 101 Spader Way, Broomfield, CO 80020

**SOUTH ADAMS COUNTY FIRE PROTECTION
DISTRICT, a political subdivision of the State of
Colorado**

By: _____
Alex Fairfield, Board President

Date: _____

Attest:

Craig Machuga, Board Secretary

Address: 6050 Syracuse Street, Commerce City, CO 80022

EXHIBIT A
ASSUMED CONTRACTS

CAD System/System Enhancements

1. Intergovernmental Agreement Regarding Purchase of a Redundant DSR Switch and Four System Software Upgrades by and between ADCOM and the Board of County Commissioners of Weld County on behalf of the Weld County Regional Communications Center, entered into December 13, 2017
2. CAD-to-CAD Exchange System Agreement by and between ADCOM, the City of Thornton, the City of Westminster, and the City and County of Broomfield, effective March 13, 2018
3. System Purchase Agreement, including all amendments to the same, by and between ADCOM and TriTech Software Systems, executed February 24, 2016
4. Subscription Service License & Use Agreement by and between ADCOM and TriTech Software Systems, executed February 24, 2016
5. Software Support Agreement, including all amendment to the same, by and between ADCOM and TriTech Software Systems, executed February 24, 2016

Front Range Communications Consortium

1. Intergovernmental Agreement Regarding a Consortium to Enhance Connectivity in Radio Communications Along Colorado's Front Range by and between ADCOM and the Board of County Commissioners of Weld County, on behalf of the Weld County Regional Communications Center, effective May 6, 2013

Antenna Site Lease Agreements

1. Antenna Site Lease by and between ADCOM and the Regional Transportation District, entered into April 22, 2015
2. Antenna Site Lease by and between ADCOM and Sprint Spectrum Realty Company, LP, entered into August 1, 2015
3. Antenna Site Lease, and all amendments to the same, by and between ADOM and T-Mobile West LLC, entered into March 5, 2015
4. Antenna Site Lease and all amendments to the same, by and between ADCOM and New Cingular Wireless PCS, LLC, effective March 1, 2015
5. Agreement Regarding Structural Modifications to Antenna Tower by and between ADCOM and AT&T Mobility Corporation, entered into in August 2018

6. Warranty and Indemnification Agreement by and between ADCOM and AT&T, drafted in March 2018

Vendor/Services Agreement

1. Aramark Service Agreement by and between ADCOM and Aramark Uniform Services a division of Aramark Uniform & Career Apparel LLC, executed January 3, 2017
2. Waste Management Service Agreement by and between ADCOM and Waste Management of Colorado, Inc., effective January 20, 2017 (trash service)
3. Waste Management Service Agreement by and between ADCOM and Waste Management of Colorado, Inc., effective (recycling service)
4. Trane Continuation of Service Agreement by and between ADCOM and Trane U.S. Inc. dba Trane, effective August 1, 2017
5. Schedule Express Service Order and related Terms of Service by and between ADCOM and Informer Systems, LLC, with an initial billing date of February 16, 2017

Employment-Related Agreements

1. Mutual of Omaha New Customer Verification Guide, which includes Acceptance of Terms and Conditions, by and between ADCOM and Mutual of Omaha, executed October 19, 2018
2. Employee Assistance Program Group EAP Agreement by and between ADCOM and Anthem Life Insurance Company, effective January 1, 2018
3. Consulting Agreement by and between ADCOM and Gallagher Benefit Services, Inc. with an effective date of January 1, 2016, including the related Business Associate Agreement by and between ADCOM and Gallagher Benefit Services, Inc., entered into September 28, 2017
4. Cafeteria Plan and Flexible Spending Accounts Services Agreement by and between ADCOM and Rocky Mountain Reserve, effective January 1, 2019, including the related Business Associate Agreement by and between ADCOM and Rocky Mountain Reserve effective January 1, 2019
5. Group Agreement by and between ADCOM and Kaiser Permanente, effective January 1, 2019
6. Benefits Contract by and between ADCOM and Colorado Dental Service In. d/b/a Delta Dental of Colorado, effective January 1, 2019
7. Memorandum of Understanding by and between ADCOM and WorkLife Partnership, entered into December 26, 2018

8. Executive Director Employment Agreement with Joel D. Estes, effective January 19, 2015

Miscellaneous

1. Engagement Letter by and between ADCOM and Ireland Stapleton Pryor & Pascoe, P.C., dated March 21, 2017
2. Software License Agreement by and between ADCOM and International Business Information Technologies, Inc. d.b.a. LEFTA Systems, entered into December 29, 2016
3. Dark Fiber IRU Agreement by and between ADCOM and EAGLE-Net Alliance, entered into in 2014
4. Owner – Contractor Agreement by and between ADCOM and D & E Construction, Inc., effective October 1, 2018
5. Service Agreement to Terminate CAD and RMS Services and to Continue Radio Services by and between ADCOM and the City of Federal Heights, effective August 1, 2018
6. Easement Agreement by and between ADCOM and the City of Northglenn, Colorado, drafted in September 2013
7. Common Interest and Confidentiality Agreement by and between ADCOM, Ireland Stapleton Pryor & Pascoe, P.C., the Adams County Sheriff's Office, and the Adams County Attorney's Office, effective April 18, 2018
8. Bill of Sale by and between ADCOM and CBS Television Stations, Inc., effective June 1, 2015
9. Service Agreement by and between ADCOM and Diversified Underground Inc., dated May 14, 2010
10. Simulcast Dispatching System Agreement, including all amendments to the same, by and between ADCOM and the City and County of Broomfield, effective January 26, 2010
11. Agreement for Mutual Back-Up Dispatch Service and Dispatch Personnel Coverage, and for Communications/Dispatch Equipment Maintenance Services by and between ADCOM and the City of Thornton, effective August 21, 2008
12. Intergovernmental Agreement for the Joint Development and Operation of a Simulcast Dispatching System by and between ADCOM and the City of Thornton, entered into August 9, 2005
13. Communications Systems Agreement by and between ADCOM and Motorola Solutions, Inc., entered into in January 2016

14. Service Agreement by and between ADCOM and Motorola Solutions, Inc., dated October 6, 2017
15. Public Safety Product Sales/Installation/Maintenance Agreement by and between ADCOM and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, with an uncertain execution and effective date
16. Intergovernmental Agreement for the Installation, Operation, Maintenance, and Use of a High Speed Data Microwave Link by and between ADCOM and the Bennett Fire Protection District, drafted in 2013
17. Intergovernmental Agreement for the Installation, Operation, Maintenance, and Use of a High Speed Data Microwave Link by and between ADCOM and North Metro Fire Rescue District, entered into in 2014
18. Key Learning Conditions Plan by and between ADCOM and the First Responder Network Authority, entered into in 2015
19. Independent Contractor Agreement by and between ADCOM and Low Voltage Installations, Inc., dated March 13, 2017
20. Memorandum of Understanding for a Shared Regional Fiber Infrastructure by and between ADCOM, the City of Commerce City, and Adams County, effective June 12, 2008
21. Non Exclusive Right of Way Use Agreement by and between ADCOM and the City of Thornton, with a possible execution date in 2018
22. Agreement regarding the construction and use of a radio tower at 112th and Cherokee, by and between ADCOM and the City of Thornton, entered into January 17, 1980
23. Assignment and Assumption Agreement by and between ADCOM and CBS Television Stations Inc., effective June 1, 2015, assigning the Ground Lease by and between Sean and Jennifer Martin and CBS Television Stations Inc., including all amendments to the same, effective February 1, 2003
24. Memorandum of Understanding for Construction and Installation of Fiber Optics Lines by and between ADCOM and the County of Adams, State of Colorado, drafted in 2013
25. Agreement by and between ADCOM and Rocky Mountain Radio League, Inc., effective December 15, 1983, regarding installation of a radio repeater and antenna on ADCOM property
26. Intergovernmental Agreement for the Installation, Operation and Use of a Fiber Optics Communications Plant and the Interconnection of Networks by and between ADCOM, Jefferson County Emergency Communications Authority, and the City and County of Denver, drafted in 2011

27. Memorandum of Understanding for the Installation, Operation, and Use of Fiber Optics Communication Plant and the Interconnection of Networks by and between ADCOM and the Jefferson County Emergency Communications Authority, entered into in August 2011
28. Option and Lease Agreement for room/cabinet space at 7321 Birch Rd, Commerce City, CO 80022, by and between ADCOM and AT&T Wireless Services of Colorado, Inc. d/b/a AT&T Wireless Services, executed August 3, 2000
29. Lease for space at 7321 Birch Rd, Commerce City, CO 80022 by and between ADCOM and Sprint Spectrum L.P., entered into May 1, 1996
30. Fire Protection Services Agreement by and between ADCOM and Cintas Fire Protection, effective July 25, 2016
31. Planned Maintenance Agreement by and between ADCOM and Cummins Rocky Mountain, Inc., executed December 13, 2017
32. Service Proposal by and between ADCOM and Trane U.S. Inc. dba Trane, dated October 17, 2018
33. Split System Replacement Agreement by and between ADCOM and Trane U.S. Inc. dba Trane, dated September 21, 2018
34. Service Contract by and between ADCOM and Voice Products Service, LLC, entered into December 24, 2018
35. Engagement Letter by and between ADCOM and Haynie & Company, dated November 27, 2018

EXHIBIT B
EXCLUDED CONTRACTS

1. Maintenance Services Agreement by and between ADCOM and Centerline Solutions, LLC, effective November 2, 2015
2. Intergovernmental Agreement Between ADCOM and the State of New Mexico Department of Information Technology for the Connection To, Maintenance Of, and Use Of the Adams County Evolved Packet Core, effective in 2015
3. Intergovernmental Agreement Between ADCOM and the City and County of Broomfield for the Development, Operation, Maintenance, and Use of an LTE Wireless Network and Associated Site, effective February 2015
4. Intergovernmental Agreement Between ADCOM and the City and County of Denver for the Development, Operation, Maintenance, and Use of an LTE Wireless Network and Associated Sites at Denver International Airport, effective January 2015
5. Intergovernmental Agreement Between ADCOM and the County of Adams for the Development, Operation, Maintenance, and Use of an LTE Wireless Network and Associated Sites
6. Intergovernmental Agreement Between ADCOM and the City and County of Denver for the Development, Operation, Maintenance, and Use of an LTE Wireless Network and Associated Sites
7. Agreement for Long Term Evolution (LTE) System for Adams County Communications Center, Inc. by and between ADCOM and General Dynamics C4 Systems, Inc., dated March 21, 2014
8. Letter Agreement by and between ADCOM and School District 27J (“School District”) regarding the School District’s access to ADCOM’s fiber optics network in exchange for a license and temporary easement to bore under East Bridge Street and drop a loop of 48 fibers in to a pull box on the west side of School District’s facility, dated March 3, 2011
9. Information Technology Professional Recruiting Agreement by and between ADCOM and Tyde Systems, LLC
10. Mutual Non-Disclosure Agreement by and between ADCOM and Intrado, Inc., entered into in August 2015
11. Contract for Professional Services by and between ADCOM and Mission Critical Partners, Inc., with services to be performed during 2017, and with additional services to be performed at ADCOM’s request after January 1, 2018

12. Memorandum of Understanding Criminal Justice Information Security, executed by City of Federal Heights Police Department, Adams County Sheriff's Office, City of Commerce City Police Department, and City of Northglenn Police Department, in conjunction with the Colorado Bureau of Investigation, dated May 18, 2017 (ADCOM is not a party to this Memorandum of Understanding)
13. Agreement by and between ADCOM and the Board of County Commissioners of the County of Adams for the provision of dispatching services to the Adams County Public Works Department, Animal Control, Building Department, Treasurer, Assessor, and Washington House, effective January 1, 1986
14. Agreement by and between ADCOM and the Bennett Fire Protection District adding Bennet Fire Protection District as a contracting member of ADCOM, including all amendments to the same, effective May 1, 1992
15. Agreement by and between ADCOM and the District Attorney's Office of the County of Adams for dispatching services, effective January 1, 1991
16. Communications Service Agreement by and between ADCOM and Sable Altura Fire Protection District, entered into May 28, 2004
17. Communications Service Agreement by and between ADCOM and Strasburg Fire Protection District, entered into October 12, 2000
18. Purchase of Service Agreement by and between ADCOM and the Adams County Coroner's Office, effective January 1, 2000
19. Agreement by and between ADCOM and the Adams County Coroner's Office for dispatch services, effective January 1, 1994
20. Service Agreement by and between ADCOM and the Board of County Commissioners of Adams County Colorado, entered into November 6, 1996
21. Agreement for Radio Communications and Dispatching Services by and between ADCOM and the City of Thornton, entered into April 23, 1993
22. Agreement establishing the Adams County Communications Center, Inc., including all amendments to the same, by and between County of Adams, City of Brighton, City of Northglenn, Town of Federal Heights, Brighton Area Fire District No. 6, South Adams County Fire District No. 4, Southwest Adams County Fire District No. 2, and North Washington Fire District No. 3, effective March 15, 1974
23. Owner-Contractor Agreement by and between ADCOM and D & E Construction, Inc., drafted in November 2015

24. Temporary Employment Agreement by and between ADCOM and Roger Engelsman, effective January 14, 2015
25. Agreement for LTE Broadband Integration Center Design and Construction by and between ADCOM and General Dynamics C4 Systems, Inc., drafted in October 2014
26. Owner-Contractor Agreement by and between ADCOM and Centerline Solutions, LLC, effective November 15, 2014
27. Agreement for Termination of the City of Thornton as a Contracting Government of the Adams County Communications Center, Inc., by and between ADCOM and the City of Thornton, effective March 31, 2009
28. Public Works Construction Contract, including all amendment to the same, by and between ADCOM and Communication Construction and Engineering, Inc., executed March 18, 2014
29. Engagement Letter by and between ADCOM and Haynie & Company, dated November 27, 2017
30. Owner-Contractor Agreement by and between ADCOM and Centerline Solutions, LLC, effective October 23, 2013
31. Customer Proposal and Work Order by and between ADCOM and Zayo Group, LLC, dated January 24, 2012
32. Trane Turnkey Proposal by and between ADCOM and Trane U.S. Inc. dba Trane, dated February 27, 2017 – This is a proposal of work needing to be completed. We have projects over several years. Each one will have a separate PO and agreement.
33. Order Confirmation received from SHI International Corp., which includes statement that maintenance runs until February 23, 2019
34. Maintenance Quotation Summary by and between ADCOM and Intergraph Corporation, dated November 29, 2017
35. Public Safety LTE Integration Center Cooperative Research and Development Agreement by and between ADCOM and General Dynamics C4 Systems, Inc., entered into in November 2015
36. Intergovernmental Agreement Regarding Emergency Medical Dispatch Protocols by and between ADCOM and the Arapahoe County Emergency Communications Telephone Service Authority, entered into in 2014
37. Spectrum Manager Lease Agreement by and between ADCOM and First Responder Network Authority, effective January 22, 2014

38. Intergovernmental Agreement for the Construction and Operation of a Long Term Evolution Wireless Broadband Network by and between ADCOM and the Denver International Airport, with an uncertain drafting and execution date
39. Lease for radio room and antenna space at 112th/Cherokee, Northglenn, County of Adams, Colorado 80234, by and between ADCOM and Western PCS III License Corporation, entered into September 1, 1996, and the Assignment of Lease related to the same, by and between Western PCS III License Corporation and Western PCS II Corporation, effective April 14, 1997
40. Lease for space at 7321 Birch Rd, Commerce City, CO 80022 by and between ADCOM and Compuconnection Network Corporation dba MHO Networks, entered into November 7, 2000
41. Antenna Site Lease Agreement by and between ADCOM and On-Air Family, LLC, and Acme Towers, LLC, dated August 28, 2002
42. Quote for Recurring Services by and between ADCOM and West Safety Solutions Corp., dated July 14, 2017

EXHIBIT C

BOARD OF DIRECTORS

ADAMS COUNTY COMMUNICATIONS CENTER, INC.

A RESOLUTION ADOPTING ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF ADAMS COUNTY COMMUNICATIONS CENTER, INC.

WHEREAS, Adams County Communications Center, Inc. ("**ADCOM**") is a Colorado public entity and nonprofit organization established in 1974 for the following purposes, which are more particularly set forth in ADCOM's February 15, 1974 Articles of Incorporation:

- (i) To foster and promote intergovernmental cooperation by and among the several political subdivisions in and within the County of Adams, State of Colorado, and the several departments thereof which are engaged in the governmental functions of police and/or fire protection and public safety;
- (ii) To jointly provide for and maintain a modern, shared, radio communications and dispatching facility for the joint use and benefit of the members of ADCOM; and,
- (iii) To assist the members of ADCOM discharge their respective responsibilities relating to police and/or fire protection and public safety services by providing and maintaining an efficient and modern, shared, radio communications and dispatching facility;

WHEREAS, since 1974, ADCOM has provided emergency dispatching and related public safety communications services to and for the various police and fire departments and fire districts of or within the political subdivisions of the contracting governments of ADCOM (collectively, the "**ADCOM Members**");

WHEREAS, on _____, 20____, Adams County Fire Protection District, Greater Brighton Fire Protection District, South Adams County Fire Protection District, North Metro Fire Rescue District, the City of Brighton, the City of Commerce City, the City of Northglenn, and the Adams County Sheriff's Office (collectively, the "**Authority Members**") entered into that certain Intergovernmental Agreement Establishing the Adams County Communications Center Authority, pursuant to which the Authority Members established a separate legal entity in conformance with Section 24-10-101, C.R.S., *et seq.*, named the Adams County Communications Center Authority ("**Authority**"), which constitutes a political subdivision of the State of Colorado;

WHEREAS, the purpose of the Authority is to provide, within the Authority's service area, emergency services reporting, emergency services dispatching, emergency services communications, and coordination and support services for and between the Authority Members;

WHEREAS, the Authority’s primary focus is to promote the safety of the public within the Authority’s service area and to promote the safety of the emergency services personnel of the Authority Members;

WHEREAS, with the establishment of the Authority, the ADCOM Board of Directors (“**Board**”) desires to amend the purposes for which ADCOM is organized, and the powers conferred upon ADCOM, to better reflect ADCOM’s desire to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code by (i) lessening the burden of government by providing financial assistance for various departmental, operational, and educational needs or programs of the Authority, (ii) promoting life safety and public education through community outreach activities in conjunction with the Authority, and (iii) conducting such other related activities as are not inconsistent with Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, upon notice to the ADCOM Members in accordance with the provisions of the Colorado Revised Nonprofit Corporation Act (“**Act**”), Section 7-30-102, C.R.S., allows the Board to adopt one or more amendments to ADCOM’s Articles of Incorporation by affirmative majority vote of the board of directors in office at the time the amendment is adopted;

WHEREAS, the Board has considered the Articles of Amendment to the Articles of Incorporation of Adams County Communications Center, Inc. (“**Articles of Amendment**”) attached to this Resolution as **Exhibit A**, that would, among other things, amend the purposes for which ADCOM is organized, and the powers conferred upon ADCOM, and continue to ensure that ADCOM is organized and operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code; and,

WHEREAS, the Board has determined that it is advisable and in the best interests of ADCOM to adopt the attached Articles of Amendment.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ADCOM:

1. The Articles of Amendment to the Articles of Incorporation of Adams County Communications Center, Inc. attached as Exhibit A is adopted and shall become effective upon filing with the Colorado Secretary of State.

2. The Board President is authorized to sign, and Board Secretary/Treasurer is authorized to attest, the Articles of Amendment to the Articles of Incorporation of Adams County Communications Center, Inc., and ADCOM’s Executive Director is authorized to take all actions necessary to cause the Articles of Amendment to be filed with the Colorado Secretary of State.

DATED this [redacted] day of [redacted], 20[redacted].

BOARD OF DIRECTORS
ADAMS COUNTY COMMUNICATIONS CENTER, INC.

, President

, Vice-President

, Secretary/Treasurer

EXHIBIT D

**BOARD OF DIRECTORS
ADAMS COUNTY COMMUNICATIONS CENTER, INC.**

**A RESOLUTION ADOPTING AMENDED AND RESTATED BYLAWS OF ADAMS
COUNTY COMMUNICATIONS CENTER, INC.**

WHEREAS, on November 13, 1975, the Adams County Communications Center, Inc. ("*Non-Profit Corporation*") Board of Directors ("*Board*") adopted Bylaws for the management and discharge of its duties, and for the purpose of establishing procedures for its own government, effective as of March 7, 1974 ("*Bylaws*");

WHEREAS, on June 21, 2001, the Board adopted a first amendment to the Bylaws, which added the following sentence to Article III, Section 5 of the Bylaws: "Issues regarding budgets/financial matters or philosophical changes of direction of ADCOM must be pre-agenda, shall require a minimum of 67% of the votes, and a minimum of 50% of the members present of the Board of Directors voting for approval";

WHEREAS, on _____, 20____, the Board adopted a Resolution Adopting Articles of Amendment to the Articles of Incorporation of Adams County Communications Center, Inc., which amended, among other things, the purposes for which the Non-Profit Corporation is organized, the powers conferred upon the Non-Profit Corporation, and name of the Non-Profit Corporation;

WHEREAS, the Board has determined that the Bylaws need to be updated to reflect the change to the name of the Non-Profit Corporation and changes in the Non-Profit Corporation's operations and procedures;

WHEREAS, pursuant to Article IX, Section III of the Bylaws, the Bylaws "may be amended by the affirmative vote of a majority of the members of the Board of Directors convened in a quorum and voting at any regular meeting of the Board of Directors or at any Special Meeting of the Board of Directors called for such purpose; however, no such amendment shall be valid unless the proposed amendment shall have been presented in writing at a preceding regular meeting of the Board or at a preceding Special Meeting of the Board called for such purpose";

WHEREAS, the proposed Amended and Restated Bylaws were presented to the Board in writing at a **Regular/Special** meeting of the Board on _____, 20____; and,

WHEREAS, the Board has considered the proposed Amended and Restated Bylaws attached to this Resolution and desires to adopt the same.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ADAMS COUNTY COMMUNICATIONS CENTER, INC.:

3. The Amended and Restated Bylaws attached to this Resolution are hereby adopted as the Bylaws of the Non-Profit Corporation.

4. The Non-Profit Corporation's Executive Director or his or her designee is authorized to take all actions necessary to change the name of the Non-Profit Corporation to "ADCOM Foundation" with the Colorado Secretary of State and the Internal Revenue Service.

DATED this [redacted] day of [redacted], 20[redacted].

BOARD OF DIRECTORS
ADAMS COUNTY COMMUNICATIONS CENTER, INC.

, President

, Vice-President

, Secretary/Treasurer

AMENDED AND RESTATED BYLAWS

OF

ADCOM FOUNDATION

Approved by the Board of Directors
_____, 20____

AMENDED AND RESTATED BYLAWS
OF
ADCOM FOUNDATION

ARTICLE 1
OFFICES

Section 1.1 ***Business Offices.*** The principal office of the corporation shall be located at 7321 Birch Street, Commerce City, Colorado 80022. The corporation may at any time and from time to time change the location of its principal office. The corporation may have such other offices, either within or outside Colorado, as the board of directors of the corporation (“***Board***”) may determine or as the affairs of the corporation may require from time to time.

Section 1.2 ***Registered Office.*** The registered office of the corporation required by the Colorado Revised Nonprofit Corporation Act (“***Act***”) to be maintained in Colorado may be, but need not be, the same as the principal office if in Colorado, and the address of the registered office may be changed from time to time by the Board or by the officers of the corporation.

ARTICLE 2
MEMBERS

Section 2.1 ***No Members.*** The corporation shall have no members.

ARTICLE 3
BOARD OF DIRECTORS

Section 3.1 ***General Powers.*** The business and affairs of the corporation shall be managed by its Board, except as otherwise provided by the Act, the articles of incorporation or these bylaws.

Section 3.2 ***Qualifications, Tenure and Number.***

(a) ***Qualifications and Tenure.*** Each director must be a natural person who is eighteen (18) years of age or older and a resident of the State of Colorado. Each of the persons serving on the Board of Directors of the Adams County Communications Center Authority, a separate legal entity and political subdivision of the State of Colorado (“***Authority***”) shall automatically be a director of the Board, with full voting rights, so long as (i) such person continues to serve in such capacity with the Authority, and (ii) the entity represented by such director remains a contracting member of the Authority.

(b) ***Number.*** The number of directors of the corporation shall at all times be equal to the number of directors of the Authority, which number of directors may increase or decrease from time to time consistent with the number of contracting members of the Authority.

Section 3.3 ***Removal or Replacement.*** If a contracting member of the Authority appoints a different individual to serve on the Authority’s board of directors, that individual shall also automatically replace the director for that entity serving on the corporation’s Board.

Section 3.4 **Regular Meetings.** A regular annual meeting of the Board shall be held during the month of January, or as soon thereafter as practicable, at the time and place, either within or outside Colorado, determined by the Board, for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The Board may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular meetings.

Section 3.5 **Special Meetings.** Special meetings of the Board may be called by or at the request of the President or any three (3) directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or outside Colorado, as the place for holding any special meeting of the Board called by them.

Section 3.6 **Notice and Waiver.** Notice of each meeting of the Board stating the place, day and hour of the meeting shall be given to each director at the director's business or residential address at least three (3) days prior thereto by the mailing of written notice by first class, certified or registered mail, or by personal delivery of written notice or by telephonic, facsimile or email notice (and the method of notice need not be the same as to each director). If mailed, such notice shall be deemed to be given upon the earlier of (i) the date received, or (ii) three (3) business days after deposit in the United States mail, with postage thereon prepaid. If transmitted by facsimile or email, such notice shall be deemed to be given when the transmission is complete. Any director may waive notice of any meeting before, at or after such meeting. Except as otherwise provided by this Section 3.6, the waiver shall be in writing and signed by the director entitled to the notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of such meeting unless otherwise required by statute or these bylaws.

Section 3.7 **Presumption of Assent.** A director who is present at a meeting of the Board when corporate action is taken is deemed to have assented to all action taken at the meeting unless such director's dissent shall be entered in the minutes of the meeting or unless the director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 3.8 **Quorum and Voting.** A majority of the directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the Board, and, unless otherwise specified in these bylaws, the vote of a majority of the directors attending a meeting at which a quorum is present shall be the act of the Board. If less than a quorum is attending a meeting, a majority of the directors attending may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No director may vote or act by proxy at any meeting of the directors.

Section 3.9 **Meetings by Telephone.** Some or all of the members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time.

Section 3.10 ***Action Without a Meeting.*** Any action required by law to be taken at a meeting of the Board, or any committee thereof, may be taken without a meeting if every member of the Board, in writing, either: (i) votes for such action, (ii) votes against such action, or (iii) abstains from voting. Each director or committee member who delivers a writing described in this Section 3.10 to the corporation shall be deemed to have waived the right to demand that action not be taken without a meeting. Action is taken under this Section 3.10 only if the affirmative votes for such action equals or exceeds the minimum number or votes that would be necessary to take such action at a meeting at which all of the directors then in office were in attendance and voted. The action shall be effective only if there are writings which describe the action, signed by all directors, and received by the corporation. Any such writings may be received by electronically transmitted facsimile or other form of wire or wireless communication providing the corporation with a complete copy of the document including a copy of the signature. Actions taken shall be effective when the last writing necessary to accomplish the action is received by the corporation unless the writings set forth a different date. All such actions shall have the same effect as action taken at a meeting. All signed written instruments necessary for any action taken pursuant to this Section 3.10 shall be filed with the minutes of the meetings of the Board.

ARTICLE 4 **DIRECTOR PERFORMANCE**

Section 4.1 ***Performance of Duties.*** A director of the corporation shall perform his or her duties as a director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his or her duties, a director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs (i), (ii), and (iii) of this Section 4.1; but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director who so performs his or her duties in compliance with this Section 4.1 shall not have any liability to the corporation, if any, by reason of being or having been a director of the corporation. Those persons and groups on whose information, opinions, reports, and statements a director is entitled to rely upon are:

- i. One or more officers, employees, or volunteers of the corporation who the director reasonably believes to be reliable and competent in the matters presented;
- ii. Legal counsel, public accountants, or other persons as to matters which the director reasonably believes to be within such person's professional or expert competence; or
- iii. A committee of the Board upon which the director does not serve, which committee the director reasonably believes merits confidence.

Section 4.2 ***Director Conduct.*** In order to foster a cooperative environment and to further the corporation's mission and charitable purpose, directors shall observe the following code of ethical conduct during their term of office:

- i. The dignity, style, values, and opinions of each director shall be respected;
- ii. Directors shall endeavor to be responsive and attentive in communications with other directors and third parties;
- iii. Meeting the needs of the corporation should be the primary purpose of each director;
- iv. Directors should focus on issues, not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocks based on personalities rather than issues should be avoided;
- v. Different points of view are healthy in the decision-making process and are encouraged;
- vi. Once the Board has voted on an issue, individual directors shall not take any actions that would create barriers or otherwise impede the corporation's ability to implement the Board's decision;
- vii. The smooth working of the corporation is a team effort. All directors should work together in a collaborative process to assist each other in conducting the corporation's affairs. The Board functions as a whole, and individual directors have no authority to speak on behalf of the Board or the corporation, or to bind the corporation through their individual actions or statements; and,
- viii. Directors shall at all times conduct themselves with courtesy to each other and to third parties present at Board meetings.

Section 4.3 ***Compensation.*** Directors shall not receive compensation for their services as directors; provided, that by resolution of the Board, directors' reasonable expenses of attendance at Board meetings may be paid or reimbursed by the corporation. Directors shall not be disqualified to receive reasonable compensation for services provided to or for the benefit of the corporation in any other capacity. Notwithstanding the foregoing, no payment of compensation (or payment or reimbursement or expenses) shall be made in any manner so as to result in the imposition of any liability under Section 4958 of the Internal Revenue Code.

Section 4.4 ***Property Interest of Directors.*** No director of the corporation shall have any right, title, or interest in or to any real or personal property or other assets of the corporation during its existence, or upon the dissolution of the corporation.

Section 4.5 ***Director Not Deemed to Be a Trustee.*** A director, regardless of title, shall not be deemed to be a "trustee" within the meaning given that term by trust law with respect to the corporation or with respect to any property held or administered by the corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 4.6 ***Non-Liability for Debts.*** The private property of the directors shall be exempt from execution or other liability for any debts of the corporation and no director shall be liable or responsible for the debts or liabilities of the corporation.

ARTICLE 5 **COMMITTEES**

Section 5.1 ***Executive and Other Committees.*** By one (1) or more motions or resolutions adopted by affirmative majority vote of the directors then in office, the Board may designate from among its members an executive committee and one or more other committees, each of which, to the extent specifically provided in the motion establishing such committee, shall have and may exercise the authority expressly granted by the Board, except as prohibited by statute. The delegation of authority to any committee shall not operate to relieve the Board or any member of the Board from any responsibility imposed by law or these bylaws.

Section 5.2 ***Advisory Boards and Advisory Committees.*** The Board may from time to time form one or more advisory boards or advisory committees composed of such members, having such rules of procedure, and having such chair, as the Board shall designate. The name, objectives and responsibilities of each such advisory board or committee, and the rules and procedures for the conduct of its activities, shall be determined by the Board. An advisory board or advisory committee may provide such advice, service, and assistance to the corporation as may be specified by the Board. Advisory boards and advisory committees shall serve in an advisory capacity only, and shall have no authority or power to take any formal or informal action on behalf of, or to bind in any manner, the Board or the corporation.

ARTICLE 6 **OFFICERS AND AGENTS**

Section 6.1 ***Number and Qualifications.*** The elected officers of the corporation shall be a President, a Vice-President, a Secretary and a Treasurer. The Board may appoint, designate, or authorize such other officers or assistant officers as it may consider necessary. One person may hold more than one office at a time, except that no person may simultaneously hold the offices of President and Secretary. Officers must be directors of the corporation.

Section 6.2 ***Election and Term of Office.*** The officers of the corporation shall be elected by the directors at each regular annual meeting, or as soon thereafter as practicable. Each officer shall hold office until the officer's successor has been duly elected and has assumed office, or until the officer's earlier death, resignation or removal.

Section 6.3 ***Compensation.*** Officers shall not receive compensation for their services as officers; provided, that by resolution of the Board, the officers' reasonable expenses in performance of their duties may be paid or reimbursed by the corporation. Officers shall not be disqualified to receive reasonable compensation for services provided to or for the benefit of the corporation in any other capacity. Notwithstanding the foregoing, no payment of compensation (or payment or reimbursement or expenses) shall be made in any manner so as to result in the imposition of any liability under Section 4958 of the Internal Revenue Code.

Section 6.4 **Resignation, Removal, and Vacancies.** An officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the corporation, by giving written notice to the Board. The resignation is effective when the notice is received unless the notice specifies a later effective date. Unless specified in the notice, the acceptance of such resignation by the Board shall not be necessary to make it effective. An officer may be removed at any time, with or without cause, by the affirmative majority vote of the other directors then in office, but such removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer shall not in itself create contract rights. A vacancy in any office may be filled by the affirmative majority vote of the directors, even if less than a quorum. A director elected to fill an officer vacancy shall hold the office for the unexpired term of the director's predecessor in office, or until such officer's earlier death, resignation or removal. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new officer may not take office until the vacancy occurs.

Section 6.5 **Authority and Duties of Officers.** The officers of the corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the Board or these bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

(a) **President.** The President is the chief executive officer of the corporation with general responsibility for its affairs and business and general supervision of its agents and employees and for all day-to-day operations of the corporation. Subject to the direction and supervision of the Board, the President shall serve as the chairperson and shall preside at all meetings of the Board and see that all orders and resolutions of the Board are carried into effect. The President will perform all other duties and responsibilities as may from time to time be assigned by the Board.

(b) **Vice-President.** The Vice-President shall assist the President and shall perform such duties as may be assigned to him or her by the President or the Board. The Vice-President shall, at the request of the President, or in the President's absence or inability or refusal to act, perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions of the President.

(c) **Secretary.** The Secretary shall (i) keep, or cause to be kept, the minutes of the proceedings of the Board and any committees of the Board; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of the corporation; and (iv) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

(d) **Treasurer.** The Treasurer shall (i) have custody of, and when proper may pay out, disburse, or otherwise dispose of, all funds and securities of the corporation which may have come into his or her hands; (ii) receive and give receipts for moneys due and payable to the corporation, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board; (iii) enter or cause to be entered regularly in the books of the corporation kept for that purpose full and accurate accounts of all moneys received or paid or otherwise disposed of by him or her; and (iv) perform all duties incident to the

office of Treasurer and such other duties as prescribed by the Board. The Treasurer also shall prepare, or cause to be prepared, a finance report for the Board, which shall be submitted annually, or more frequently if directed by the Board. The Board may, by the affirmative majority vote of the directors then in office, designate a person or entity other than the Treasurer to perform all or any of the responsibilities of the Treasurer.

Section 6.6 ***Surety Bonds or Crime Insurance.*** The Board may require any officer or agent of the corporation to execute to the corporation a bond or crime insurance in such sums and with such sureties or carriers as shall be satisfactory to the Board, conditioned on the faithful performance of such person's duties and for the restoration to the corporation of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the corporation.

ARTICLE 7 INDEMNIFICATION

Section 7.1 ***Scope of Indemnification.*** The corporation shall indemnify each director, officer, employee and volunteer of the corporation to the fullest extent permissible under the laws of the State of Colorado, and may, in its discretion, purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section 7.1. The corporation shall have the right, but shall not be obligated, to indemnify any agent of the corporation not otherwise covered by this Section 7.1 to the fullest extent permissible under the laws of the State of Colorado.

Section 7.2 ***Insurance.*** In accordance with Colorado law, the corporation may purchase and maintain insurance for itself and on behalf of any person who is or was a director or officer of the corporation or who, while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, other person, or employee benefit plan against any liability asserted against or incurred by him or her in any such capacity or arising from his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability.

Section 7.3 ***Savings Clause; Limitation.*** If any provision of the Act or these bylaws dealing with indemnification shall be invalidated by any court on any ground, then the corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of the Act or these bylaws that shall not have been invalidated. Notwithstanding any other provision of these bylaws, the corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under Section 4958 of the Internal Revenue Code.

Section 7.4 ***Right to Impose Conditions to Indemnification.*** The corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board in each specific case and circumstances, including but not limited to any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any

proceeding shall be counsel mutually agreeable to the party and to the corporation; (b) that the corporation shall have the right, as its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the corporation.

Section 7.5 ***Other Rights and Remedies.*** Except as limited by law, the indemnification provided by this Article shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the articles of incorporation, any other or further provision of these bylaws, vote of the Board, agreement, or otherwise.

Section 7.6 ***Applicability Effect.*** The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer or employee of the corporation or, at the request of the corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment.

ARTICLE 8

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 8.1 ***Contracts.*** The Board may authorize any director(s), officer(s), or agent(s) of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 8.2 ***Checks, Drafts, Etc.*** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such director(s), officer(s), or agent(s) of the corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President, Vice President or Secretary of the corporation; provided, however, that if a director simultaneously holds two offices, the director is prohibited from signing in both capacities and another authorized officer also must sign the instrument.

Section 8.3 ***Deposits.*** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board may select.

Section 8.4 ***Loans.*** No loans shall be made by the corporation to any of its directors or officers. The fact that a loan is made to a director or officer in violation of this Section 8.4 does not affect the borrower's liability on the loan. Any director or officer who assents to or participates in the making of any such loan shall be liable to the corporation for the amount of such loan until it is repaid.

ARTICLE 9 MISCELLANEOUS

Section 9.1 ***Account Book and Records, Minutes, Etc.*** The corporation shall keep correct and complete (i) books and records of accounts, (ii) minutes of the proceedings of its Board and committees, (iii) a record of all actions taken by the Board and committees without a meeting, and (iv) a record of all waivers of notices of meetings of the Board or any committee. All books and records of the corporation may be inspected by any director, or that director's authorized agent or attorney, for any proper purpose at any reasonable time. The corporation's records shall be maintained in written form or in a form capable of conversion into written form within reasonable time.

Section 9.2 ***Records Maintained at Principal Office.*** The corporation shall keep a copy of each of the following records at its principal office: (a) the articles of incorporation; (b) these bylaws; (c) a list of the names and business or home addresses of its current directors and officers; (d) a copy of the corporation's most recent periodic report filed with the Colorado Secretary of State; and (e) the corporation's application for recognition of exemption and tax-exemption determination letter issued by the Internal Revenue Service; and (e) all other documentation required by law to be kept at the corporation's principal office.

Section 9.3 ***Fiscal Year.*** The fiscal year of the corporation shall be the calendar year.

Section 9.4 ***Seal.*** The corporate seal of the corporation shall be in such form as the Board may from time to time determine.

Section 9.5 ***Conveyances and Encumbrances.*** Property of the corporation may be assigned, conveyed or encumbered by such officers of the corporation as may be authorized to do so by the Board, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the corporation shall be authorized only in the manner prescribed by applicable statute.

Section 9.6 ***Designated Contributions.*** The corporation may accept any designated contribution, grant, bequest or devise consistent with its general tax-exempt purposes, as set forth in the articles of incorporation. As so limited, donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, the corporation shall reserve all right, title and interest in and to and control of such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any such special fund, purpose or use. Further, the corporation shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the corporation's tax-exempt purposes, as set forth in the articles of incorporation.

Section 9.7 ***Conflicts of Interest.*** To the full extent permitted by Colorado law, as now in effect and as amended from time to time, no conflicting interest transaction shall be void or voidable or be enjoined, set aside, or give rise to an award of damages or other sanctions in a proceeding by or in the right of the corporation, solely because the conflicting interest transaction involves a director of the corporation or a party related to a director or an entity in which a director of the corporation is a director or officer or has a financial interest, or solely because the director is present at or participates in the meeting of the corporation's Board or of a committee of the Board that authorizes, approves, or ratifies the conflicting interest transaction, or solely because the director's vote is counted for such purpose if: (a) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed to or are known by the Board or the committee, and the Board or committee in good faith authorizes, approves, or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or (b) the conflicting interest transaction is fair as to the corporation.

Section 9.8 ***References to Internal Revenue Code.*** All references in these bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

Section 9.9 ***Amendments.*** The power to amend or repeal these bylaws and adopt new bylaws shall be vested in the Board. These bylaws may be amended or repealed, and new bylaws may be adopted, by an affirmative majority vote of the directors present at any regular meeting or at any special meeting at which a quorum is present. Action by the Board to adopt or amend a bylaw that changes the quorum or voting requirement for the Board shall meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

Section 9.10 ***Severability.*** The invalidity of any provision of these bylaws shall not affect the other provisions hereof, and in such event these bylaws shall be construed in all respects as if such invalid provision were omitted.

Section 9.11 ***Governing Law.*** These Bylaws shall be governed by and construed in accordance with the laws of the State of Colorado.

CERTIFICATE

I hereby certify that the foregoing bylaws, consisting of twelve (12) pages, including this page, constitute a complete and correct copy of the bylaws of the ADCOM Foundation, adopted by the board of directors of the corporation as of the ____ day of _____, 20 ____.

Secretary

EXHIBIT E
ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
ADAMS COUNTY COMMUNICATIONS CENTER, INC.

Pursuant to the provisions of the Colorado Revised Nonprofit Corporation Act, the Board of Directors ("**Board**") of the undersigned Colorado nonprofit corporation adopts the following Articles of Amendment to the Articles of Incorporation filed with the Colorado Secretary of State ("**Secretary**") on March 7, 1974 ("**Articles of Incorporation**"):

FIRST: The name of the nonprofit corporation is the "Adams County Communications Center, Inc." ("**Corporation**").

SECOND: Article I of the Corporation's Article of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE I: The corporate name and style of the corporation shall be "ADCOM Foundation".

THIRD: Consistent with the amendment to Article I, above, the Corporation's Articles of Incorporation are hereby amended by replacing the name "Adams County Communications Center, Inc." with "ADCOM Foundation" in all instances in which the name "Adams County Communication Center, Inc." appears.

FOURTH: Article III of the Corporation's Articles of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE III: The corporation is organized and shall be operated exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Subject to the foregoing, the specific purposes and objective of the corporation shall include, but not be limited to:

1. Lessening the burden of government by providing financial assistance for various departmental, operational, and educational needs or programs of the Adams County Communications Center Authority, a political subdivision of the State of Colorado, and, as such, a governmental unit within the meaning of section 170(b)(1)(A)(v) of the Internal Revenue Code ("ADCOM").
2. Promoting life safety and public education through community outreach activities in conjunction with ADCOM.
3. Conducting such other related activities as are not inconsistent with Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

FIFTH: Article IV of the Corporation's Articles of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE IV: In furtherance of the foregoing purposes and subject to the restrictions set forth herein, the corporation shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes, either alone or in conjunction with other organizations, entities, or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by law.

SIXTH: Article V of the Corporation's Articles of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE V: [Reserved]

SEVENTH: Article VI of the Corporation's Articles of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE VI: The corporation shall have no voting or nonvoting members. The corporation shall have no capital stock.

EIGHTH: Article VIII of the Corporations Articles of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE VIII: The management of the affairs of the corporation shall be vested in a board of directors, except as otherwise provided in the Colorado Revised Nonprofit Corporation Act, these articles of incorporation, or the bylaws of the corporation. The number of directors, their classification, if any, their terms of office, and the manner of their election or appointment shall be as provided from time to time in the bylaws of the corporation. No director shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except that the foregoing shall not eliminate or limit liability of a director to the corporation for monetary damages for the following: (a) any breach of the director's duty of loyalty to the corporation, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) acts specified in C.R.S. Section 7-128-403, as it now exists or hereafter may be amended, or (d) any transaction from which the director directly or indirectly derived an improper personal benefit. If the Colorado Revised Nonprofit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be further eliminated or limited to the fullest extent permitted by the Colorado Revised Nonprofit Corporation Act. Any repeal or modification of this Article VIII shall be prospective only and shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

NINTH: Article IX of the Corporation's Articles of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE IX: [Reserved]

TENTH: Article XII of the Corporation's Articles of Incorporation is hereby amended and restated in its entirety as follows:

ARTICLE XII: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any director, trustee, or officer of the corporation, or any other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles of incorporation, the corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from

federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future United States federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding provision of any future United States federal tax code.

Upon dissolution of the corporation, all of the corporation's assets remaining after payment of or provision for all of its liabilities shall be paid over or transferred for exclusively public purposes to the Adams County Communications Center Authority, a political subdivision of the State of Colorado, and, as such, a governmental unit within the meaning of section 170(b)(1)(A)(v) of the Internal Revenue Code, contributions to which are deductible under section 170(c)(1) of the Internal Revenue Code. The manner in which the assets are transferred shall be determined by the Board of Directors in its sole discretion.

ELEVENTH: The foregoing amendment to the Corporation's Articles of Incorporation was approved and adopted by affirmative majority vote of the Board on _____, 2018, and shall become effective upon filing with the Colorado Secretary of State.

TWELFTH: All other provisions of the Corporation's Articles of Incorporation shall remain in full force and effect without amendment thereto.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment effective as of the _____ day of _____, 2018.

ADAMS COUNTY COMMUNICATIONS
CENTER, INC.

By: _____
_____, President of the Board

ATTESTED:

By: _____
_____, Secretary/Treasurer of the Board

EXHIBIT F

**BOARD OF DIRECTORS
ADAMS COUNTY COMMUNICATIONS CENTER, INC.**

A RESOLUTION AUTHORIZING THE TRANSFER OF ADAMS COUNTY COMMUNICATIONS CENTER, INC.'S TANGIBLE AND INTANGIBLE ASSETS AND PERSONNEL TO THE ADAMS COUNTY COMMUNICATIONS CENTER AUTHORITY

WHEREAS, Adams County Communications Center, Inc. ("**ADCOM**") is a Colorado public entity and nonprofit organization established in 1974 for the following purposes, which are more particularly set forth in ADCOM's February 15, 1974 Articles of Incorporation:

- (iv) To foster and promote intergovernmental cooperation by and among the several political subdivisions in and within the County of Adams, State of Colorado, and the several departments thereof which are engaged in the governmental functions of police and/or fire protection and public safety;
- (v) To jointly provide for and maintain a modern, shared, radio communications and dispatching facility for the joint use and benefit of the members of ADCOM; and,
- (vi) To assist the members of ADCOM discharge their respective responsibilities relating to police and/or fire protection and public safety services by providing and maintaining an efficient and modern, shared, radio communications and dispatching facility;

WHEREAS, on _____, 20____, Adams County Fire Protection District, Greater Brighton Fire Protection District, South Adams County Fire Protection District, North Metro Fire Rescue District, the City of Brighton, the City of Commerce City, the City of Northglenn, and the Adams County Sheriff's Office (collectively, the "**Authority Members**") entered into that certain Intergovernmental Agreement Establishing the Adams County Communications Center Authority ("**Authority IGA**"), pursuant to which the Authority Members established a separate legal entity in conformance with Section 24-10-101, C.R.S., *et seq.*, named the Adams County Communications Center Authority ("**Authority**"), which constitutes a political subdivision of the State of Colorado;

WHEREAS, on _____, 20____, the ADCOM Board of Directors ("**Board**") adopted Resolution _____ Adopting Articles of Amendment to the Articles of Incorporation of Adams County Communications Center, Inc. ("**Articles of Amendment**");

WHEREAS, ADCOM filed the Articles of Amendment with the Colorado Secretary of State on _____, 20____, at which time the Articles of Amendment became effective;

WHEREAS, the Articles of Amendment amended the purposes for which ADCOM is organized, and the powers conferred upon ADCOM, to better reflect ADCOM's desire to operate exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code by (i) lessening the burden of government by providing financial assistance for various departmental, operational, and educational needs or programs of the Authority, (ii) promoting life safety and public education through community outreach activities in conjunction with the Authority, and (iii) conducting such other related activities as are not inconsistent with Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, consistent with ADCOM's charitable and educational purposes and powers, the Authority IGA set forth the process by which ADCOM shall transfer to the Authority all of ADCOM's tangible and intangible assets, personnel, and retirement and pension plans;

WHEREAS, in furtherance of ADCOM's charitable purpose of lessening the burden of government by providing financial assistance for various departmental, operational, and educational needs or programs of the Authority, the ADCOM Board has determined that it is in the best interests of ADCOM and consistent with its charitable purpose to (i) sell, transfer and convey all right title and interest in and to all real property, fixtures, facilities, vehicles, equipment, furniture and appliances, financial accounts and monies (excepting such financial accounts and monies as the ADCOM Board may need to continue in existence), and all other tangible and intangible assets of any type and nature whatsoever (collectively, "*ADCOM Assets*") to the Authority; (ii) take all actions necessary to transfer all individuals who are employed by ADCOM on the effective date of the Authority IGA ("*ADCOM Personnel*") to the Authority in the same or comparable positions as they hold at ADCOM as of the date of the transfer; and, (iii) take all actions necessary to substitute the Authority as the plan sponsor on, or otherwise transfer to the Authority, all of ADCOM's retirement and pension plans;

WHEREAS, the Authority was established to provide, within its service area, emergency services reporting, emergency services dispatching, emergency services communications, and coordination and support services for and between the Authority Members (collectively, the "*Authority Services*");

WHEREAS, the ADCOM Assets, ADCOM Personnel, and ADCOM's retirement and pension plans include all of the tangible and intangible assets necessary for the Authority to provide the Authority Services; and,

WHEREAS, transferring the ADCOM Assets, ADCOM Personnel, and ADCOM's retirement and pension plans to the Authority lessens the burden of the Authority because if ADCOM did not transfer the ADCOM Assets, ADCOM Personnel, and ADCOM's retirement and pension plans to the Authority, the Authority would be responsible for expending government funds to ensure provision of the Authority Services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF ADCOM:

1. ADCOM and its staff shall work cooperatively with the Authority and its staff to take all actions necessary to sell, transfer and convey all right title and interest in and to the ADCOM Assets to the Authority.

2. ADCOM and its staff shall work cooperative with the Authority and its staff to take all actions necessary to transfer all ADCOM Personnel to the Authority in the same or comparable positions as they hold at ADCOM as of the date of the transfer.

3. ADCOM and its staff shall work cooperatively with the Authority and its staff to take all actions necessary to substitute the Authority as the plan sponsor on, or otherwise transfer to the Authority, all of ADCOM's retirement and pension plans.

4. The Board President and Secretary/Treasurer, and ADCOM's Executive Director, are authorized to execute such documents as are necessary or appropriate to accomplish the transfer of the ADCOM Assets, ADCOM Personnel, and ADCOM's retirement and pension plans to the Authority, and to substitute the Authority for ADCOM as the signatory on all deeds, contracts, agreements, leases, forms, applications, and all other documents of any type or nature whatsoever.

DATED this [redacted] day of [redacted], 20[redacted].

BOARD OF DIRECTORS
ADAMS COUNTY COMMUNICATIONS CENTER, INC.

, President

, Vice-President

, Secretary/Treasurer

EXHIBIT G
INITIAL BUDGET OF ADCOM

Adams County Communication Center Authority
2019 General Fund Budget

	<u>2018</u>	<u>2019 Budget</u>	<u>% Change</u>
REVENUE			
Member Assessments	\$5,219,194	\$5,166,587	-1.0%
Non-Member Assessments	\$201,197	\$179,127	
E911 Operating Reimbursements	\$713,903	\$889,939	
E911 Capital Reimbursements	\$0	\$0	
Interest	\$1,000	\$1,000	
Other	\$69,469	\$754,858	
Radio Repairs/Services	\$79,100	\$81,446	
Tower Leases/LTE	\$154,357	\$132,668	
TOTAL REVENUE	<u>\$6,438,220</u>	<u>\$7,205,624</u>	11.9%
EXPENSES			
Administration			
General Admin			
Labor	(5.5 FTE)	6 FTE	
Salaries	\$405,231	\$447,076	
FICA	\$38,497	\$42,472	
Health/Life Ins.	\$63,019	\$65,425	
Retirement 401(k)	\$32,419	\$35,766	
Training	\$10,000	\$10,000	
Retention Bonus	\$0	\$0	
Total General Admin Labor	<u>\$549,166</u>	<u>\$600,739</u>	9.4%
Building Maintenance	\$117,100	\$116,150	
Cellular/Paging	\$3,120	\$5,040	
Insurance	\$77,250	\$83,500	
E911 Operating Reimbursements	\$0	\$0	
E911 Capital Reimbursements	\$0	\$0	
Thornton Radio Maintenance - Reimburse E911 Paid Portion	\$16,620	\$16,620	
	\$0	\$0	
Legal & Accounting & Insur. Broker	\$117,700	\$161,300	
Mileage Expense	\$500	\$500	
Meeting Expense	\$3,500	\$3,500	
Travel	\$25,000	\$25,000	
Office Supplies	\$9,000	\$12,000	
Printing	\$1,000	\$1,000	
Office Equipment Maint.	\$4,000	\$4,000	
Postage/Shipping	\$2,000	\$2,000	
Publications/Dues	\$9,300	\$9,300	
Supplies	\$10,500	\$10,500	
Uniforms	\$0	\$6,800	
Contingency	\$7,950	\$8,000	
Utilities	\$64,800	\$64,800	
Vehicle Expense	\$18,500	\$18,500	
TOTAL GENERAL ADMIN	<u>\$1,037,006</u>	<u>\$1,149,249</u>	10.8%
Technology			
Labor	(7 FTE)	8 FTE	
Salaries	\$593,384	\$705,405	

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**Adams County Communication Center Authority
2019 General Fund Budget**

Overtime	\$0	\$1,500	
FICA	\$56,372	\$67,013	
Health/Life Ins.	\$80,207	\$87,183	
Retirement 401(k)	\$47,471	\$56,432	
Training	\$55,000	\$45,000	
Bonus Merit	\$0	\$0	
Total Technology Labor	<u>\$832,434</u>	<u>\$962,534</u>	15.6%
Software Maintenance	\$115,583	\$42,264	
Software Purchase	\$7,000	\$7,000	
Hardware Maintenance	\$7,150	\$7,650	
Hardware Purchase	\$31,500	\$31,500	
Radio Equipment	\$0	\$0	
Radio Parts/Repair	\$10,000	\$10,000	
Cellular/Paging	\$10,800	\$6,720	
TOTAL TECHNOLOGY	<u>\$1,014,467</u>	<u>\$1,067,668</u>	5.2%
	<u>\$2,051,473</u>	<u>\$2,216,917</u>	
OPERATIONS			
<i>Managers/Supervision</i>			
Labor	7 FTE	7	
Salaries	\$572,213	\$596,658	
Overtime	\$0	\$15,000	
Holiday	\$0	\$19,025	
Shift Differentials	\$0	\$3,200	
FICA	\$54,360	\$56,683	
Health/Life Ins.	\$80,392	\$84,701	
Retirement 401(k)	\$38,393	\$39,981	
Training	\$5,000	\$5,000	
TOTAL SUPERVISION	<u>\$750,358</u>	<u>\$820,248</u>	9.3%
<i>Dispatch</i>			
Labor	54 FTE	57 FTE (5 AC)	
Salaries	\$1,812,777	\$1,800,144	
Salaries - E911 Authority Call Takers		\$889,939	
Overtime	\$100,000	\$100,000	
Shift Differential		\$22,000	
Holiday Pay		\$57,000	
FICA	\$240,035	\$255,558	
Health/Life Ins.	\$538,530	\$549,392	
Retirement 401(k)	\$124,605	\$135,395	
Training	\$34,000	\$20,000	
Animal Control Position	\$0	\$289,032	
TOTAL DISPATCH	<u>\$2,849,947</u>	<u>\$4,118,460</u>	44.5%
Dispatch Equipment	\$0	\$0	
TOTAL OPERATIONS	<u>\$3,600,305</u>	<u>\$4,938,707</u>	37.2%
TOTAL EXPENSES	<u>\$5,651,780</u>	<u>\$7,155,624</u>	26.6%

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**Adams County Communication Center Authority
2019 General Fund Budget**

General Fund Beginning Balance	\$1,429,959	\$1,429,958	0.0%
Total Revenues	\$6,996,085	\$7,205,624	3.0%
Total Expenses	<u>(\$6,737,245)</u>	<u>(\$7,155,624)</u>	6.2%
Profit/Loss	<u>\$258,838</u>	<u>\$50,000</u>	
Transfer To/From Capital Fund			
Tower Lease Designated to Capital	(\$150,000)	\$0	
Capital Transfer for Fiber/Coplink	<u>(\$50,000)</u>	<u>(\$50,000)</u>	
Total Transfers to Capital	<u>(\$258,839)</u>	<u>(\$50,000)</u>	
Transfer from Year End Balance	<u>\$0</u>	<u>\$0</u>	
General Fund Ending Balance	<u>\$1,429,958</u>	<u>\$1,429,957</u>	0.0%

**Adams County Communication Center Authority
2019 Capital Fund Budget**

	2018 BUDGET	2019 BUDGET	
REVENUE			
Member Assessments			
Capital Assessment	\$50,000	\$50,000	
RMS - LE Assessment	\$135,780	\$200,000	
RMS - Fire Assessment	\$58,839	\$22,855	
Non-Member Assessments			
RMS - Fed Heights Assessment	\$14,220	\$0	
Interest	\$300	\$300	
E911 Allocation	\$3,330,419	\$3,439,313	
TOTAL REVENUE	\$3,589,558	\$3,712,468	
LE RMS from Capital Fund Reserve not spent 2018	\$350,000	\$0	
Fire Capital Fund Reserve not spent 2018	\$128,105	\$46,785	
Capital Fund Reserve Transfer	\$49,700	\$0	
TOTAL REVENUE AND CARRY OVER	\$4,117,363	\$3,759,253	
CAPITAL EXPENSES			
General Capital Expenses			
Law Enforcement RMS Purchase	\$350,000	\$0	
Law Enforcement RMS Maintenance	\$150,000	\$200,000	
Fire RMS ImageTrend Purchase/Maintenance	\$150,960	\$69,640	
HVAC Equipment Replacement	\$100,000	\$100,000	
Total General Capital Expenses	\$750,960	\$369,640	
E911 Allocated Capital Expenses			
Projects			
EMD Application	\$0	\$200,000	
Fiber Network Development	\$51,500	\$51,500	
Infrastructure Development	\$280,000	\$300,000	1)
EOL Phones and Equipment	\$25,000	\$25,000	
CAD/Mobile System Replacement	\$0		
CAD to CAD	\$500,000	\$337,000	
First-In Interface with CAD	\$0	\$0	
Operations Floor Remodel Workstations	\$0	\$0	
Motorola Radio Equipment	\$0	\$0	
IT Equipment and Phones	\$0	\$0	
DSR	\$800,000	\$500,000	2)
Radio Site/Console System Upgrades	\$235,000	\$235,000	
Recording System Upgrade	\$0	\$0	
Services/Maintenance			
Telecommunication Services	\$115,000	\$115,000	
Language Line	\$22,000	\$22,000	
Mobile Broadband Services	\$150,000	\$150,000	
E911 Maintenance	\$50,400	\$50,400	
CAD System Maintenance	\$260,000	\$267,800	3)
Network Equipment Maintenance	\$100,000	\$100,000	
Radio IP Software Maintenance	\$30,975	\$31,904	3)
NICE Maintenance	\$28,665	\$30,098	3)
LMR Site Maintenance	\$12,600	\$13,230	3)
LMR Switch Maintenance	\$38,850	\$40,793	3)
LTE Maintenance	\$210,000	\$0	
Reverse 911 System (CodeRed, Neustar, Century Link)	\$83,750	\$86,263	3)
Positron Viper Maintenance	\$38,850	\$40,016	3)
Cable Location Service	\$36,000	\$37,080	3)
Text to 911 Service	\$12,000	\$17,000	3)
Tower Work	\$20,000	\$20,000	
KCNC		\$500,000	
Tower Utilities	\$28,000	\$28,000	
Tower Leases	\$11,124	\$11,124	
Tower UPS Maintenance	\$8,000	\$10,000	3)
Equipment/Furniture			
Dispatch Headsets/Handsets	\$12,500	\$12,500	
Dispatch Furniture (Chairs, Etc.)	\$18,000	\$12,500	
Dispatch Scheduling, Training, LEFTA	\$19,205	\$19,205	
Radio Equipment	\$133,000	\$133,000	
2018 Model 1500 Siverado Crew Cab	\$0	\$40,000	4)
Camper Shell and Ladder	\$0	\$2,900	4)
Total E911 Capital and General Expenses	\$3,330,419	\$3,439,313	
TOTAL CAPITAL EXPENSES	\$4,081,379	\$3,808,953	
Net Income (Loss)	\$35,984	(\$49,700)	
Capital Fund Reserve Transfer	(\$35,984)	\$0	
Transfer to Capital Fund Reserve	\$0	-\$49,700	

1) End of Life Infrastructure Equipment

2) May be less than budgeted amount for 2019

3) Anticipated cost increases 3%-5%

4) Vehicle for Tower Inspections/Repairs. Vehicle should be able to transport heavy equipment and

EXHIBIT H INITIAL CONTRIBUTION SCHEDULE

Adams County Communication Center Authority 2019 Agency Assessment

General		
Expenses		
Admin	\$1,149,249	
Technology	\$1,007,668	
Operations	\$4,649,675	Less Animal Control
Total Expense	\$6,806,592	
External Revenue Admin	\$412,901	
External Revenue - E911	\$736,199	IT Salaries
External Revenue - E911	\$689,939	Call Taker Salaries
Total Revenue	\$2,039,039	
Total General Assessment	\$4,827,555	
Capital Assessment	\$50,000	
2018 Additional RMS LE	\$183,840	LE RMS Maintenance FH \$16,100
2018 Additional RMS Fire	\$22,855	
Assessment including RMS	\$5,084,250	
AC Animal Control Position	\$289,032	
Total Assessments Including RMS	\$5,373,282	

Dispatcher Count (Data Position Excluded)		
	Number	Percentage
Law Enforcement	24	66.6700%
Fire	12	33.3300%
Total	36	100%

Law Enforcement

	% of Group	50/50 Admin Expenses	50/50 Technology Expenses	67/33 Operational Expenses	67/33 Operational Revenues	50/50 Admin Revenues	General Assessment	2018 Assessment	Capital Assessment	2019 Assessment	2019 LE RMS	Assessment including Capital and RMS	AC Animal Control Position	Assessment and Animal Control Cost	Percentage Change
ACSO	39.49%	228,929	210,820	1,224,221	(234,314)	(208,900)	1,200,758	1,196,659	0.873	1,210,631	72,602	1,283,232	289,032	1,072,204	1.17%
BPD	17.31%	99,482	92,402	536,571	(102,699)	(99,449)	526,288	501,100	4,327	530,815	31,821	562,436	0	562,436	5.89%
CCPD	25.12%	144,353	134,108	778,745	(149,050)	(144,334)	763,819	743,347	6,280	770,100	46,183	816,283	0	816,283	3.60%
NPD	18.08%	103,860	96,505	560,402	(107,280)	(103,869)	549,862	541,341	4,519	554,162	33,234	587,416	0	587,416	2.37%
Total	100.0%	574,625	\$33,834	3,099,939	(893,332)	(874,549)	3,040,527	2,982,446	25,000	3,085,527	183,840	3,249,367	289,032	3,039,339	2.79%

Fire

	% of Group	50/50 Admin Expenses	50/50 Technology Expenses	67/33 Operational Expenses	67/33 Operational Revenues	50/50 Admin Revenues	General Assessment	2018 Assessment	Capital Assessment	2019 Assessment	2019 Fire RMS	Assessment including Capital and RMS	AC Animal Control Position	Assessment and Animal Control Cost	Percentage Change
GBFPD	21.86%	125,609	116,692	336,762	(64,838)	(125,592)	390,632	382,080	5,465	396,697	4,998	401,693	0	401,693	3.67%
NMFD	18.97%	108,983	101,247	293,922	(56,256)	(108,969)	338,927	328,161	4,741	343,669	4,335	348,003	0	348,003	4.73%
ACFR	28.45%	163,470	151,866	440,873	(84,382)	(163,448)	508,378	505,189	7,112	515,400	6,562	521,992	0	521,992	2.04%
SAFD	30.73%	176,562	164,028	476,180	(91,140)	(176,539)	549,092	540,334	7,682	556,773	7,023	563,796	0	563,796	3.04%
Total	100.0%	574,625	\$33,834	1,649,737	(296,617)	(874,549)	1,787,029	1,755,784	25,000	1,812,029	22,855	1,834,884	0	1,834,884	3.20%

	RMS Maintenance	Original 2018 Capital Assessment	Adjusted 2018 Capital Assessment	2018 Carry Over	2017 Lic Expenses	2017 Milestone Exp.	Total 2017 Exp.	Remaining to Carry to 2018	2018 Milestones	Remaining to Carry to 2019	2018 Recurring Expense assessed to each Fire Agency	Assessed for Recurring Exp. D/M
ACSO	72,602	8,679	82,478		(13,000.00)	(85,000.00)	(98,000.00)	143,880.00		(16,250.00)	13,860.00	4,998.00
BPD	31,821	4,327	36,148		(12,860.00)	(83,540.00)	(96,400.00)	143,880.00		(22,715.00)	20,840.00	4,338.00
CCPD	46,183	8,280	54,463		(12,860.00)	(41,790.00)	(54,650.00)	143,880.00		(20,690.00)	18,980.00	6,801.00
NPD	33,234	4,818	37,754		(12,860.00)	(44,890.00)	(57,750.00)	143,880.00		(19,885.00)	18,190.00	7,023.00
Federal Heights	0	0	0							(91,320.00)	48,765.00	89,840.00
Total	183,840	25,000	208,840		383,038.00	(46,890.00)	(178,340.00)	(234,920.00)	128,105.00			21,668.00

Assessment Information Only	Admin	Technology	2019 Assessment	RMS	Total Non-Member Assessment
Federal Heights	8.09%	92,859	86,266	0	0
				179,127	16,160
					165,288.87