

**Third Amended and Restated Intergovernmental Agreement for Secure Transportation
Licensing and Inspection**

This **Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection** (this “Agreement”), dated for reference purposes _____, 2024, is by and among the Colorado Counties of Adams, Arapahoe, Boulder, Douglas, Elbert, Jefferson and the City and County of Broomfield, and any additional county or city and county that executes this Agreement. Each county or city and county that is a signatory to this Agreement shall be referred to herein individually as a “**Participating County**,” and collectively as the “**Participating Counties**.”

RECITALS

- A. Under the provisions of the Secure Transportation Behavioral Health Crisis Act, C.R.S. §§ 25-3.5-103, 25-3.5-309, 25-3.5-310, 25-3.5-311, and 25-3.5-313, a regulatory and service system has been created to provide secure transportation services, with different requirements from traditional ambulance services, for individuals experiencing a behavioral health crisis. Effective January 1, 2023, the board of county commissioners of the county in which the secure transportation service is based (commissioners) shall issue a license to an entity (licensee), valid for 3 years, that provides secure transportation services if the minimum requirements set by rule by the state board of health are met or exceeded. The commissioners shall also issue operating permits, valid for 12 months following issuance, to each secure transport service vehicle operated by the licensee.
- B. Pursuant to Regulation 6 CCR 1011-4 (the “Standards for Secure Transportation Services”), adopted by CDPHE, each secure transport vehicle service is required to obtain a license in each Colorado county from which a patient being transported originates; and each secure transport vehicle operated by a duly licensed secure transport vehicle service in the State of Colorado must obtain a permit sticker, on an annual basis, by the Colorado county issuing the license, indicating that the secure transport vehicle and its equipment meets or exceeds applicable state and county requirements.
- C. Pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203, et seq., as amended, the parties hereto may cooperate and contract with one another to provide any lawful governmental function or service.
- D. Therefore, the Participating Counties wish to establish a reciprocal licensing program (“**Licensing Program**”), so that each secure transportation service which has obtained a duly issued license, and permit for each secure transportation service vehicle permit, in the Participating County in which secure transportation service is based, shall be authorized to operate in each of the Participating Counties, without the need to obtain additional licensure in the other Participating Counties, creating efficiency, cost savings and uniformity of operations for the Participating Counties and secure transportation service providers.
- E. In order to maximize efficiency and cost savings, as well as create uniformity in the Licensing Program, the Participating Counties also wish to establish a secure transportation service inspection program (“**Inspection Program**”) within the Licensing Program in order to provide a standardized secure transportation service vehicle inspection process that will be used by all the Participating Counties for licensing and permitting purposes.

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- F. The Participating Counties entered into an agreement dated September 1, 2010, for creation of a joint ambulance licensing and inspection program.
- G. The Participating Counties entered into an amended and restated agreement dated December 1, 2019, updating the joint ambulance licensing and inspection program.
- H. The Participating Counties entered into a second amended and restated agreement dated January 10, 2023, updating the joint ambulance licensing and inspection program and incorporating the secure transportation program.
- I. Effective July 1, 2024, the Colorado Department of Health and Environment will gain the authority to license ground ambulance agencies statewide; accordingly, the Participating Counties desire to rescind that portion of the IGA pertaining to ambulance licensing, and amend and restate the 2022 agreement, as provided herein, to remove the joint ambulance licensing and inspection program from this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Participating Counties hereby agree as follows:

I. Definitions.

In addition to the definitions set forth in the Recitals, or as otherwise provided for in this Agreement, the following terms are hereby defined as follows:

- A. **Inspector.** The individual or entity retained by the Program Committee, by contract or otherwise, to provide secure transportation inspection services for the Inspection Program.
- B. **Administrative Action.** Each Participating County has the authority to investigate, temporarily suspend, permanently suspend, or revoke the license of a secure transportation service provider for which it is the primary licensing authority.
- C. **Based.** For the purposes of this Agreement, a secure transportation service provider shall be deemed to be based in the Participating County where its headquarters or main offices are located. A list of the current secure transportation service providers, and the Participating Counties in which they are based, will be maintained by the Program Coordinator and provided to Participating Counties upon request.
- D. **Program Committee.** The Program Committee shall consist of one appointed representative from each of the Participating Counties. The Program Committee shall provide oversight and review of the Licensing and Inspection Programs. The Participating Counties authorize their respective representatives to bind the Participating Counties with respect to the performance of this Agreement. In the event a Participating County terminates its participation in this Agreement, its representative shall be removed from the Program Committee. All decisions of the Program Committee shall require the majority approval of all the members of the Program Committee, and each Participating County has one vote. The Program Committee shall have the duties provided herein.
- E. **Program Coordinator.** Jefferson County Public Health (“JCPH”) shall be the Program Coordinator for the Licensing Program and shall act as the authorized representative for the

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Program Committee until such time as this Agreement is terminated, or a new Program Coordinator is appointed. The Program Coordinator shall have the duties provided herein.

- F. **Participating Counties.** The Participating Counties are all the counties or city and counties that are signatories to this Agreement, including those counties or city and counties that execute this Agreement in years subsequent to the commencement of this Agreement.
- G. **Permit.** A sticker displayed on the lower left side of the windshield of a secure transportation service vehicle indicating that it has been inspected and passed inspection in order to operate in the County, or a Participating County, as more fully described in this Agreement. The sticker shall indicate the month and year of validation and expiration and have a sticker number that will be associated with the secure transportation service vehicle VIN.

II. Program Coordinator.

- A. The Program Coordinator will have the following responsibilities:

The Program Coordinator will provide administrative oversight of the Licensing Program and will retain copies of all documents generated by the Licensing Program, shall provide copies of required documents to each Participating County having primary licensing authority in a timely manner, and shall provide all other documents to the Participating Counties as may be requested from time to time. The Program Coordinator will retain the records created or received in connection with this Agreement for at least seven years from the date of creation or receipt, or for such longer period as may be required by law.

The Program Coordinator will send copies of all completed inspection reports to each Participating County having primary licensing authority within ten days of receipt of the reports from the Inspector.

The Program Coordinator will notify the Participating Counties within five days in the event it receives a report from the Inspector of a serious event of non-compliance, or in the event it receives notice of an Administrative Action by a Participating County having primary licensing authority over a secure transportation service provider.

The Program Coordinator will provide the Participating Counties an annual operational and financial report, including number of inspections, operating expenses, and revenues.

The Program Coordinator will facilitate the hiring, retention, and replacement of the Inspector and the Program Coordinator will provide a status update to the Program Committee.

- B. Temporary Program Coordinator. The Participating Counties acknowledge that the Program Coordinator's first responsibility is to perform duties as assigned by the Program Coordinator's home agency. In the event of a designated public health event that results in the Program Coordinator being temporarily unable to perform the responsibilities of this Agreement, the Program Coordinator may select a Temporary Program Coordinator from among the Participating Counties and provide written notice to the Participating Counties of the selection. The Temporary Program Coordinator shall have the rights and responsibilities provided in this Agreement until such time as the Program Coordinator notifies the Participating Counties that the Program Coordinator is able to resume duties under this Agreement.

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- C. Resignation of Program Coordinator. The Program Coordinator may resign at any time by providing sixty days' notice to the Program Committee. In such event, the Program Committee shall appoint a new Program Coordinator to administer the Licensing and Inspection Programs, or terminate this Agreement as set forth herein.

III. Program Committee.

The Program Committee shall have the following responsibilities:

The Program Committee shall establish a "Secure Transportation Service Multi-County Application" for use by each of the Participating Counties. The requirements contained within the respective Applications will be determined by the Program Committee and will be reviewed on at least an annual basis. The Applications will refer to all supporting documents that are within the corresponding Secure Transportation Licensing Program Procedures. The Applications will be revised as necessary to remain in compliance with any amendments to the relevant state statutes and regulations, and any other applicable state or federal laws, rules or regulations.

The Program Committee shall review and make recommendations to the Program Coordinator regarding the scope of services and retention of the Inspector and shall determine the process by which the Program Committee shall make such recommendations. The Program Committee may recommend to the Program Coordinator whether to retain or terminate the Inspector.

IV. Licensing Program.

- A. Licensing Procedure. Each Participating County shall act as the primary licensing authority for the secure transportation service providers based within the jurisdiction of said Participating County. The respective licensing procedures shall be conducted in accord with the applicable ordinances or regulations adopted by said Participating County. Secure transportation licensing procedures are subject to the Secure Transportation Behavioral Health Crisis Act and the Standards for Secure Transportation Services.

Upon issuance, or renewal, of a license, for each secure transportation service based within a Participating County, said license, as well as the secure transportation service vehicle permits issued therewith, shall have reciprocity within every other Participating County, allowing the secure transportation service provider to operate in all of the Participating Counties without the need to obtain additional licensure, until such time as said license expires by its terms or is terminated or suspended by Administrative Action, as more fully provided herein.

Each Participating County shall send notice of license issuance and renewal, within ten business days thereof, to the Program Coordinator, who shall maintain records and act as an information clearing house to all of the other Participating Counties.

- B. Secure Transportation Providers Outside of Participating Counties. Secure transportation service providers based outside of the Participating Counties shall only require licensure to operate in the Participating Counties if they transport individuals from within the Participating Counties, subject to the specific exceptions set forth in the Secure Transportation Behavioral Health Crisis Act. A secure transportation service provider based outside of the Participating Counties will obtain licensure to operate within the Participating Counties by completing the License Program through the Participating County that is closest to where the service provider is based, or in the Participating

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County in which the service provider conducts the majority of its operations. For the purpose of this agreement, the Participating County issuing the license shall be deemed the primary licensing authority for that secure transportation service provider. Additional fees may apply.

- C. Exceptions to Secure Transportation Licensure. Pursuant to the Secure Transportation Behavioral Health Crisis Act and Standards for Secure Transportation Services, the following entities may provide secure transportation services to an individual experiencing a behavioral health crisis without a secure transportation license:
- i. Ground Ambulance Agencies, licensed pursuant to Section 25-3.5-301, C.R.S.;
 - ii. Transportation services provided by the Office of Behavioral Health (OBH) within the DHS;
 - iii. Emergency service patrols established pursuant to Section 27-81-115, C.R.S.;
 - iv. Law enforcement; or
 - v. As otherwise provided by law.
- D. Administrative Actions. Each Participating County shall also notify the Program Coordinator of the commencement of any Administrative Action against a secure transportation service provider, within five business days thereof, and shall update the Program Coordinator on a regular basis thereafter. The Program Coordinator shall then notify all other Participating Counties of the pending Administrative Action, within five business days thereof. Any temporary suspension, suspension or revocation, or other form of Administrative Action issued by the Participating County shall automatically be effective in all other Participating Counties.

It is the intention of Participating Counties that each secure transportation service provider will obtain its licensure in the Participating County in which it is based, with said license being honored in all other Participating Counties as meeting the requirements for operations as set forth by the Program Committee, and the relevant statutes and regulations. The Participating County with primary licensing authority shall maintain sole jurisdiction, for purposes of Administrative Action, over each secure transportation service provider based within its jurisdiction.

Each Participating County shall have the right to make a written request for the investigation of a secure transportation service provider (Requesting County) to the Participating County having primary licensing authority (Investigating County). The Investigating County shall conduct an investigation of any facts or allegations brought by the Requesting County and shall pursue Administrative Action as deemed warranted. The Requesting County will cooperate fully in such investigation by providing such information, evidence or testimony, as may be requested by the Investigating County. However, because the Investigating County has issued the license, only the Investigating County will have the final decision to issue Administrative Action to a secure transportation service provider based within its jurisdiction. A Participating County may report a disputed license or Administrative Action to the Program Committee for review.

V. Inspection Program.

In order to create efficiency, reduce costs, and create uniformity of operations, the Program Coordinator shall administer the Inspection Program through the Licensing Program. The Inspection Program shall provide a single Inspector to inspect, on an annual basis, all of the secure transportation vehicles of

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each service provider within the Participating Counties. The Participating Counties will use the results of the inspection by the Inspector to issue the appropriate license to the service providers within their respective jurisdictions.

Each secure transportation service provider must obtain an inspection annually for each secure transportation vehicle in service prior to the issuance of a permit by the Participating County having primary licensing authority, which inspection will be conducted pursuant to the guidelines set forth by the Program Committee, and pursuant to the requirements of the relevant statutes, regulations, and as otherwise required by law.

Prior to inspection by the Inspector, each secure transportation vehicle in service will also obtain an annual motor vehicle condition inspection to ensure that each secure transportation service vehicle in service is being properly maintained, the requirements of which will be determined by the Program Committee.

Each secure transportation vehicle that is brought into service during a licensing period, which has not otherwise been inspected as part of the yearly permit process, will be inspected by the Inspector, prior to being issued a permit and authorized for service. However, such permit will expire concurrently with all other permits of the secure transportation service provider, and such secure transportation vehicle will require re-inspection at the next yearly permit renewal for the secure transportation service provider.

The Program Coordinator will administer and coordinate all secure transportation vehicle inspections, and will retain copies of all inspection reports, transmit such reports to the Participating County having primary licensing authority, and provide said reports to all other Participating Counties requesting the same.

VI. Participating Counties.

A. Each Participating County shall have the following responsibilities:

- i. Each Participating County shall pay its share of the costs to administer the Licensing Program on or before March 1 of each year. Additionally, service fees for licensing and inspections must be paid prior to scheduling inspections.
- ii. Each Participating County will appoint one voting representative to serve on the Program Committee.
- iii. Each Participating County shall be solely responsible for administering its own licensing program, in accordance with the relevant statutes and regulations, for the secure transportation service providers based within its jurisdiction.
- iv. Each Participating County shall notify the Program Coordinator, within five business days thereof, and all other Participating Counties upon written request, of any Administrative Action commenced against a secure transportation service provider for which it has primary licensing authority.
- v. In order to create uniformity in operations, each Participating County shall rely on the inspection reports completed by the Inspector for all licensing and permitting within its jurisdiction and will not create additional rules or regulations more stringent than those adopted by the Program Committee, except with the approval of the Program Committee.

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- vi. All Participating Counties will honor the valid license issued by the Participating County having primary licensing authority over each secure transportation service provider, until such time as said license expires by its terms, is terminated or suspended by Administrative Action, or has its terms modified for special conditions approved by the Program Committee.
 - vii. Each Participating County agrees that no additional fees above the established fee structure will be imposed on a secure transportation service provider.
- B. Admission of New Participating Counties. Upon unanimous agreement of the Program Committee, any Colorado county or city and county may join this Agreement by execution of a signature page to this Agreement which shall be distributed to each existing Participating County. All references in this Agreement to Participating County or Counties shall include any county or any city and county which has later executed a signature page to this Agreement.

VII. Funding and Accounting.

- A. Budget. On or before November 1 of each year, the Program Coordinator will prepare and distribute to the Participating Counties a (“Program Budget”) for the next calendar year itemizing in sufficient detail the administrative costs of administering the Licensing Program.
- i. The Program Budget will first be reviewed and approved by the Program Committee.
 - ii. A final Program Budget will be issued to the Participating Counties on or before December 1 of the preceding year.
 - iii. Amounts remaining at the end of a calendar year, attributable to the Licensing Program and Inspection Program, respectively, shall be applied as a credit to the cost of administering the Licensing Program and Inspection Program, respectively, in the following year’s Program Budget.
- B. Service Fee. Each Participating County will pay its proportionate share of the costs to administer the Licensing Program based on the number of secure transportation service vehicle units inspected in the Participating County (“Service Fee”). The Program Coordinator agrees that he/she will only charge its direct costs for providing the services described herein.
- Each Participating County will be liable for its Service Fee for the next calendar year unless the Participating County gives written notice to the Program Coordinator, on or before November 15 of the preceding year, that said Participating County will be withdrawing from this Agreement.
- C. Administrative Fee. If the cost of administering the Inspection Program exceeds the capacity of the Program Coordinator’s agency, the Program Coordinator may request an additional annual fee (“Administrative Fee”) in the Program Budget, subject to approval of the Budget. Such a request shall include documentation of the cost impact on the Program Coordinator’s agency.
- D. Records. The Program Coordinator shall maintain all financial records for the administration of the Licensing and Inspection Programs and shall make such financial records available to any Participating County for audit upon written request.

VIII. Term.

- A. Term. This Agreement shall take effect upon its execution by all Participating Counties. This

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Agreement may be amended at any time by mutual agreement of all Participating Counties. All Participating Counties on an annual basis will review this Agreement. This Agreement shall remain in effect until terminated by written notification.

B. Termination.

- i. Withdrawal. Any Participating County may terminate participation in the Program by providing written notice of its intent to withdraw on or before November 15 of the year preceding the calendar year in which the Participating County wishes to withdraw. In the event a Participating County withdraws from the terms and conditions of this Agreement, the Program Coordinator will notify all other Participating Counties within ten business days of receipt of such notification.
- ii. Termination by Program Coordinator. At any time that the Program Coordinator determines that there are an insufficient number of Participating Counties to make the administration of the Licensing Program economically efficient, then in such event, the Program Coordinator shall deliver written notice to the Program Committee, and the Program Committee shall either terminate this Agreement, by written notice to all Participating Counties, effective at the end of the current calendar year, or appoint a new Program Coordinator to administer the Licensing Program.

IX. Conflict Resolution.

The personnel of the Participating Counties, the Program Committee, and the Program Coordinator will seek each other's cooperation in carrying out the provisions of this Agreement. During the term of this Agreement, arrangements may be made for periodic meetings between the parties to promote understanding of, and adjustments to, any operation or activity involved herein.

In the event of any dispute arising out of this Agreement, the parties will use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Any party may initiate the mediation process with thirty days prior written notice to the other party. Unless otherwise agreed to by the parties in conflict, the dispute shall be submitted to mediation in Jefferson County, Colorado. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

The Program Coordinator will notify Participating Counties of the conflict status.

X. Liability.

- A. General. Each party hereto shall be solely liable for its own acts or omissions. Each party agrees to provide each other party written notice within thirty days of the knowledge of any claim or controversy arising or in any way related to this Agreement.

The parties agree that in the event any claim or suit is brought against either or both parties by any third party as a result of the operation of this Agreement, both parties will cooperate with each other, and with the insuring entities of both parties, in defending such claim or suit.

The parties hereto intend that nothing herein shall be deemed or construed as a waiver by either party of any rights, immunities, limitations, or protections afforded to them under the Colorado

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Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

- B. Program Coordinator. Remedies against the Program Coordinator or the Program Coordinator's agency for any claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of the Program Coordinator's responsibilities under this Agreement are expressly limited to return of the amounts paid by each Participating County to the Program Coordinator for the calendar year in which the breach occurred.

XI. Miscellaneous.

- A. Amendment. This Agreement represents the entire agreement among the parties and there are no oral or collateral agreements or understandings. Except as provided herein, this Agreement may be amended only by an instrument in writing signed by all of the parties hereto. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- B. Non-Appropriation. The payment of obligations is contingent upon funds for this Agreement being appropriated and budgeted. If any Participating County does not appropriate and budget funds for this Agreement, this Agreement shall terminate as to that Participating County.
- C. Assignment. This Agreement is predicated upon each party's special abilities and/or knowledge, and no party shall assign this Agreement, in whole or in part, without the prior written consent of the Program Committee.
- D. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective legal representatives.
- E. Waiver. The failure of any party at any time to require performance of another party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by any party of any breach of any provision hereof be taken or held to be a waiver of any other or subsequent breach, or as a waiver of the provision itself.
- F. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties to this Agreement that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only. No person or entity that is not a party to this Agreement shall be entitled to the information regarding inspections performed or data produced or maintained under this Agreement, except as may be required by law.
- G. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by mail or facsimile machine, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing. Such notice shall be deemed to have been given when sent by facsimile machine or when deposited in the United States Mail.

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- H. Conflict. In the event of a conflict between the terms and provisions of this Agreement and the relevant and applicable state statutes, as amended, the relevant and applicable state statutes shall control.
- I. Execution in Counterparts. This Agreement may be executed in counterparts with separate signature pages, and all such counterparts shall constitute one Agreement.
- J. Governmental Immunity. The parties acknowledge and agree that the Participating Counties, the Project Coordinator and the Program Committee, their respective officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended.
- K. Governing Law. This agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amended and Restated Intergovernmental Agreement for Secure Transportation Licensing and Inspection as of the date set forth above.

[Signature pages follow]

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Jefferson County

County Manager

Program Coordinator:

Jefferson County Public Health

With Notice to:

Jefferson County
Attn: Anjanette Hawkins
Address: 800 Jefferson County Parkway
Golden, CO 80401
Telephone: 303-271-8398
Email: ahawkins@jeffco.us

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Participating Counties:

Adams County
Board of County Commissioners

With Notice to:

Adams County
Attn: Brian Hlavacek
Address: 4430 South Adams County Parkway, 5th Floor, Suite W2000
Brighton, CO 80601
Telephone: 720.523.7209
Email: bhlavacek@adcogov.org

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Carrie Warren-Gully, Chair
Arapahoe County
Board of County Commissioners

With Notice to:

Arapahoe County Attorney's Office
Attn: Dawn Johnson
Address: 5334 S. Prince St.
Littleton, CO 80120
Telephone: 303-795-4639
Email: djohnson@arapahoegov.com

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City and County of Broomfield
City Council

With Notice to:

City and County of Broomfield
Attn: City & County Attorney
Address: 1 DesCombes Dr.
Broomfield CO 80020
Telephone: 303-438-6353
Email: citycountyattorney@broomfield.org

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Boulder County
Board of County Commissioners

With Notice to:

Boulder County
Attn: Kathy Gissel, Permit & License Operations Manager
Address: 2045 13th Street, Boulder, CO 80302
Telephone: 720-564-2626
Email: kgissel@bouldercounty.org

Ryan Singer
Emergency Services Coordinator
Boulder County Sheriff's Office
rsinger@bouldercounty.org
Cell: 720-237-7767
Desk: 303-441-3625

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Douglas County
Board of County Commissioners

With Notice to:

Douglas County
Attn: Dan Avery, Special Projects Manager
Address: 100 Third St., Castle Rock, CO 80104
Telephone: 303-814-4332
Email: davery@douglas.co.us

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Elbert County
Board of County Commissioners

With Notice to:

Elbert County
Attn: Aaron Borne
Address: 751 Ute Avenue
Kiowa, CO 80117
Telephone: 303-330-8491
Email: aaron.borne@elbertcounty-co.gov