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CITY OF NORTHGLENN
MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: COREY Y. HOFFMANN, CITY ATTORNEY 

DATE: SEPTEMBER 25, 2012

RE: APPROVAL OF GMTC PLAN OF CONVERSION

Attached to this Memorandum please find a Memorandum from Kissinger & Fellman, P.C., counsel for the Greater Metro Telecommunications Consortium (the "GMTC"), explaining the basis for conversion of the GMTC from an intergovernmental entity to a non-profit corporation.

Please note the timing initially referenced in the Memorandum has been extended and thus Northglenn's proposed action is timely, but the remaining information in the Memorandum remains current.

If the attached Resolution is approved, it will authorize the City to both terminate the original IGA creating the GMTC, and approve the conversion of the entity to a non-profit entity similar to the CML. I have attached the original IGA to this Memorandum for your information.

If you have any questions, please do not hesitate to contact me.

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MEMORANDUM

TO: GMTC Board of Directors

FROM: Ken Fellman, Esq.
Nancy Cornish Rodgers, Esq.

DATE: August 22, 2012

RE: GMTC: Conversion to a Non-Profit Entity

This memorandum details the proposed plan of conversion of the Greater Metro Telecommunications Consortium (GMTC) from an intergovernmental entity to a non-profit corporation. Please share this memorandum with your senior managers and your elected officials as needed. As explained at the August 16, 2012 meeting, we would like each GMTC member community to return the consent forms prior to the next Board meeting on September 20, 2012, if possible.

What is the GMTC? The Greater Metro Telecommunications Consortium or GMTC was formed in 1992 by an intergovernmental agreement (IGA) between its member jurisdictions. Because it is an entity “formed by [an IGA],” it is considered a local government. C.R.S. § 29-1-102 (13). The GMTC is presently comprised of 33 communities who each have a Board representative.

What does the GMTC do? The initial purpose of the GMTC was to coordinate efforts among the metro-Denver communities with regards to cable franchising. Over the years, the GMTC has worked to promote the public’s interest in all matters related to cable and telecommunications through collaboration, education and advocacy. The GMTC presents a collective voice for local governments on issues before the state legislature, the courts, and the Federal Communications Commission. It regularly partners with CML on Colorado legislative advocacy. It provides resources for member jurisdictions in the form of legal services, training, and the exchange of ideas. The GMTC is also responsible for *Metro Voices*, a series of award-winning community-oriented programs.

Why is the GMTC interested in converting to a non-profit entity? The GMTC Board believes that becoming a non-profit corporation is the most beneficial and appropriate form to utilize in order to expand the scope and services of the organization. As the GMTC brings in new members statewide, it does not seem to make sense for an organization that will essentially be an educational/advocacy group to be a governmental entity, requiring an IGA for membership, and amendments to IGAs every time the mission of the organization is modified. In fact, GMTC has periodically been approached by other local governments outside of the metro area, with interest in joining the organization. Additionally, conversion to a non-profit entity will help GMTC

grow financially. As a governmental entity, GMTC is required to complete an annual audit if its revenues and expenditures exceed \$100,000 in a fiscal year. Because of the expense of an audit, the GMTC has been careful not to exceed the \$100,000 threshold. The new organization can gradually increase its membership, and therefore its revenues and expenditures without facing the considerable expense of an annual audit.

What is the proposed name of the new non-profit entity? The Colorado Communications and Utility Alliance (CCUA).

How will the purpose of the new organization be different? The needs of GMTC members have expanded beyond the initial purpose. Many of the rights-of-way issues GMTC address vis-à-vis telecommunications companies are similar to rights-of-way issues with other utilities. While addressing cable and communications issues will remain a prominent goal, the purpose of the new organization will also include broadband issues, utility issues, rights-of-way management issues and related activities that impact local governments.

How will geographic scope of the organization be different? For many years, the GMTC has discussed expanding statewide. To that end, the GMTC has accepted members from outside the Denver-metro area, including Durango. Although political subdivisions outside of the Denver-metro area were never excluded from the GMTC, the conversion plan and resulting name change will help the organization expand statewide. The new name will demonstrate that the organization is a statewide, rather than a metro area, group. The expanded purpose will help the organization meet the varying needs of local jurisdictions around the state, and create a stronger, statewide voice for GMTC's advocacy efforts. CML has encouraged GMTC in this regard and expressed its interest in developing even closer ties moving forward. The CCUA expects to reach out to Colorado Counties, Inc. and the Special District Association as well.

Will the new organization follow Colorado's Open Meetings Law? Yes. The proposed by-laws for the new organization specifically state that all meetings shall be open to the public as provided in the Colorado Open Meetings Law, and efforts will be taken to maintain transparency.

Does the GMTC have any regulatory authority and will it lose such authority if the conversion plan is approved? The GMTC does not have, and thus will not lose, any regulatory authority if the conversion plan is approved. At one time, the GMTC was authorized to act as the regional local government entity engaged in cable rate regulation. However, federal law has changed, and there is no rate regulatory authority retained by GMTC or its members. At present, most member jurisdictions have delegated the authority to review cable customer service complaints to GMTC, and these individual jurisdictions retain the ultimate authority to take action against a cable operator if the standards are violated.

Operationally, what will change? Not much. The new organization will still meet once a month, maintain a website, participate in state and federal regulatory proceedings, provide access programming, offer a forum for the exchange of ideas, and work hard to promote the public's

interest in all matters appropriate to the organization's purpose through collaboration, education and advocacy.

Will the fee structure for membership dues change? Yes. The GMTC's membership dues are determined on a pro rata basis, based on the number of cable subscribers in each jurisdiction. Under the new dues structure, each member will pay its proportionate share of the approved operational and special budgets based on population. However, it is not expected that the amount of annual dues will significantly change, and each jurisdiction retains the ability to decide whether or not to remain a member.

Are there other local government organizations that use a similar non-profit corporate form?

Yes. They include: the Colorado Municipal League, the Colorado Association of Ski Towns, Colorado Counties, Inc., the Special District Association of Colorado, and the Colorado Government Association of Information Technology, the Colorado Chapter of the American Planning Association, and a number of regional Councils of Governments.

What type of vote is required to approve the Plan of Conversion: Colorado statute (C.R.S. § 7-90-201, *et seq.*) allows for the conversion of one form of organization to another with the affirmative vote of 100% of the GMTC members. Each member jurisdiction has a written consent form to return, if possible, at or before the Board meeting on September 20, 2012. The consent forms are the formal vote and authorization by each member to end the IGA and convert to a non-profit entity. If the conversion plan does not receive a 100% vote, it is likely that the majority of the GMTC members will simply terminate the IGA, and then act together to form the CCUA as a new non-profit corporation. Approving the conversion plan is simply a less costly and less timely manner in which to proceed.

Do my elected officials need to approve this action? The GMTC IGA authorizes members to take any action on behalf of their jurisdiction – including the action to terminate the IGA. Therefore, while the IGA may have been initially approved by the elected officials, the terms of the IGA do not require action from elected officials to terminate it. That being said, each of your jurisdictions' legal counsel and senior management may have other ideas about how your individual Board member may act on the conversion plan, and some may decide to obtain approval from elected officials before proceeding. You will need to discuss this issue internally to determine what action is required in your jurisdiction to terminate the IGA and approve the conversion plan.

If you have any questions regarding the above or would like us to contact your senior management to discuss the proposed conversion, please feel free to contact us.

JOINT AND COOPERATIVE
INTERGOVERNMENTAL AGREEMENT
for a
GREATER METRO CABLE CONSORTIUM

◆ ◆ ◆

THIS AGREEMENT, dated and effective as of this 25th day of Feb, 1993, is entered into by and between the undersigned municipal corporations, cities and counties, counties and political subdivisions of the State of Colorado, (hereinafter collectively called the "Members" or the "parties").

WHEREAS, the parties share similar concerns and objectives with regard to ensuring the provision of high-quality cable television, data and communications service, and the safe and efficient use of public rights-of-way, within their respective jurisdictions; and

WHEREAS, the parties confront many of the same challenges in the allocation of scarce resources to the monitoring and administration of cable communications franchises within their respective jurisdictions; and

WHEREAS, the sharing of resources and information, and the cooperation in the operation of cable systems and public, educational and governmental ("PEG") facilities would benefit the citizenry of each of the parties; and

WHEREAS, the parties desire to coordinate and cooperate in the administration, monitoring and renewal of cable franchises; to collectively research cable-related issues and telecommunications matters; and to address common concerns, investigate mutual solutions to challenges, and new means of achieving common objectives pertaining to cable franchising, so as to increase efficiency in the franchising of cable systems and to ensure the best possible cable service to all subscribers within their respective jurisdictions; and

WHEREAS, the federal Cable Communications Policy Act of 1984, 47 U.S.C. Sections 521-559 (Supp. 1985), and the Colorado Constitution, Article XX, Section 4 (1991 Cum. Supp.), authorize local governmental entities to grant franchises in accordance with the terms therein; and

WHEREAS, Sections 29-1-203 and 29-1-401 of the Colorado Revised Statutes authorize political subdivisions of the State of Colorado to cooperate or contract to provide any lawfully authorized function, service or facility or to form and maintain associations to promote, through cooperative effort, the interests and welfare of each.

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

1. PURPOSE. The purpose of this Agreement is to share information and resources pertaining to cable communications franchising, to coordinate and cooperate in the administration, monitoring and renewal of cable franchises, to cooperate in the operation of public, educational and governmental channels and services, to jointly and more efficiently monitor cable franchises and cable-related legislation

and issues, to collectively research cable-related and telecommunications matters, to address common concerns, to investigate mutual solutions to challenges pertaining to cable franchising, and new means of achieving common objectives with regard to cable franchising, and to coordinate and interconnect metro area cable communications and telecommunications systems, within the framework of an informal confederation of political subdivisions of the State of Colorado in a common geographical area .

2. ESTABLISHMENT OF THE GREATER METRO CABLE CONSORTIUM. The parties hereby create an agency to be known as the "Greater Metro Cable Consortium", or the "Consortium". The Consortium shall be separate from its Members and the parties, but governed by the parties according to the terms hereof. The central communications address and headquarters of the Consortium for the purposes of notice and communication, shall be 14999 East Alameda Drive, Aurora, Colorado, 80014, initially, although the Members of the Consortium may vote following execution to rotate said address among the parties, establish an independent headquarters, or adopt such other practices or procedures in this regard as they deem fit.

3. DEFINITIONS.

For the purposes of this Agreement the following words, terms and phrases shall have the following meanings.

"*Director*" shall mean the individual appointed by a Member to be its representative in the Consortium.

"*Franchise*" (and its gerund, "franchising") shall mean the same in this Agreement as in the Cable Communications Policy Act of 1984, 47 U.S.C. Section 522(8).

"*Member*" shall mean a political subdivision of the State of Colorado which has entered into and formally executed this Agreement with proper legislative approval, and is, at the time in question, current with all costs of participation.

"*Subscriber*" shall mean any person, association, governmental unit, company or partnership receiving cable television, communication or data services from a cable system in a Member's jurisdiction, and, unless the context clearly indicates otherwise, may be used hereinafter synonymously with "customer" or "consumer."

4. BOARD OF DIRECTORS. Each Member shall appoint one Director to serve on a Board of Directors of the Consortium (the "Board") for a 3-year term, and at least one alternate, to attend meetings in place of the Director in case the Director is unavailable. The election and qualifications of each Director shall be within the discretion of each Member; however notice of the initial selection, and any changes or substitutions shall be sent promptly to the Consortium at the communications address. Directors shall serve without compensation from the Consortium. The Consortium shall act through the Board, although the Board may vote to delegate specific authority to the officers of the Consortium, or to any executive committee or any special committees the Board may constitute.

5. OFFICERS. The officers of the Consortium shall include a chairman, a vice chairman, a treasurer, and a secretary, each of whom shall be elected at the annual meeting of the Consortium held

in June of each year. New officers shall take office at the adjournment of the annual meeting at which they are elected.

A. Chairman/Vice Chairman. The chairman shall preside at all meetings of the Consortium and shall perform all duties incident to the office of chairman, and such other duties as may be prescribed by the Consortium. The vice chairman shall act as chairman in the absence of the chairman.

B. Secretary. The secretary shall be responsible for keeping a record of all of the proceedings of the Consortium, preparing and circulating minutes and agenda, facilitating communications, and giving notice of the meetings, or arranging therefor.

C. Treasurer. The treasurer shall have custody of the Consortium funds, pay its bills, keep its financial records and generally conduct its financial affairs. The qualifications of the treasurer and other requirements shall be as prescribed by the Consortium.

6. VOTING. Each Member in good standing shall have one vote. There shall be no voting by proxy; all votes must be cast in person at Consortium meetings by a Director, or an alternate. Directors shall not be eligible to vote on behalf of any Member during the time that the Member is in default on any contribution or payment to the Consortium. A quorum of no less than one-half plus one of the Members currently in good standing shall be necessary for the conduct of Consortium business. Decisions of the Consortium shall be by a majority vote of those Directors present at a duly called meeting, which shall require at least one week's notice. Upon the request of any Member, a "weighted voting system" shall be utilized, in which each Member represented at the meeting shall have one vote for each subscriber in that Member's jurisdiction. A simple majority of the votes cast in any weighted voting system vote shall decide any issue for which the weighted voting system is requested. The number of subscribers, and hence the weighted vote, for each Member is shown in Exhibit A, and each party to this Agreement agrees to its weighted vote as shown.

7. BYLAWS. The Consortium shall have the authority to adopt bylaws governing the conduct of the Consortium, its meetings, and communications and interaction among the Members. Where such bylaws are not adopted or are incomplete, Robert's Rules of Order shall be used for the conduct of the Consortium meetings.

8. FINANCES.

A. Operating Budget. Drawing upon such assistance from the Members as shall reasonably be required based upon such direction as the Board provides, the Treasurer shall prepare an operating budget (the "Operating Budget") by April 1st of each year this Agreement is in effect. The Operating Budget shall set forth anticipated expenses, financing sources, and proposed service levels necessary to carry out the purposes of this Agreement. Said Operating Budget shall take effect the following fiscal year, beginning on January 1st. Directors shall vote to approve any Operating Budget according to the voting procedures set forth in Section 6, above, but each Member shall have the right to refuse to pay that Member's assessment and withdraw from the Consortium by giving notice of withdrawal as provided in Section 12.

B. Special Budgets. Upon direction by the board of Directors, the treasurer shall prepare a special budget for particular projects that involve more than the ongoing research, information sharing, communication, and PEG interconnection functions of the Consortium, such as franchise renewals. Those Members desiring to participate in such special projects shall authorize their Directors to vote to approve or reject such budget according to the procedures set forth in Section 6, above, except that the quorum requirements for the purpose of approving a special budget shall only apply to the total number of Members who have indicated their intent to participate in said specially-budgeted project, rather than the entire membership of the Consortium.

C. Contribution. Regardless of which voting procedure is used, Member contributions both with regard to the Operating Budget, and any special budgets, shall be apportioned and required in direct proportion to each Member's proportionate share of the total subscribership within the jurisdiction of all Members of the Consortium, as set forth with regard to the weighted voting system in Exhibit A, unless otherwise agreed upon between the participating Members. With the approval of the Board, Members may be credited for the monetary value of any personnel time, equipment or facilities used by the Consortium, or for other non-cash contributions that benefit the Consortium as a whole. Failure by any Member to pay its contribution to the approved Operating Budget by January 31st of the applicable fiscal year shall be considered a default for the purposes of this Agreement, and such Members shall be considered no longer in good standing for all the purposes of this Agreement until paid up in full. Failure by any Member to timely pay its share of any duly approved special budget shall result in the termination of that Member's right to participate in, or authorize its Director to vote on any issues pertaining to, the projects or matters for which that special budget was prepared.

9. POWERS. The Consortium shall have the power to conduct research, communicate with individual Members, submit comments and statements on behalf of the consortium to legislative bodies or executive agencies, cooperate in the operation and administration of PEG communications, and to take whatever measures the Board deems necessary to accomplish the Consortium's purposes as set forth in Section 1, above. The Consortium shall further have the power to maintain and utilize assets purchased with Member contributions, and funds contributed to the Consortium according to the terms of this Agreement. The Consortium is hereby authorized by the Members to do all that is necessary for the exercise of said powers within the constraints of the approved Operating Budget or special budgets, including, but not limited to any or all of the following: hiring employees or consultants, entering into contracts, acquiring, holding or disposing of property, incurring debts, liabilities or obligations within the limits of any applicable law required by the exercise of these powers, authorizing and approving budgets and financial expenditures, and such other powers as are prescribed by the Members hereof.

10. MEETINGS.

A. Regular Meetings. Regular meetings of the Consortium shall be held quarterly, or as otherwise determined by a majority vote of the Directors.

B. Special Meetings. Special meetings of the Consortium may be called by (1) the chairman, or (2) the secretary upon the written request of a majority of the Directors. One week's written notice of a special meeting, and the subject matter of that meeting, shall be given to the registered Directors.

C. Notice. Notice of meetings of the Consortium shall be given to the Directors by the Secretary at least one week in advance, and when feasible, the agenda for such meetings, and the minutes of the previous meeting, shall accompany such notice. Notice of such meetings shall also be given at a minimum in accordance with the provisions of applicable law, and additionally as directed by the Members. Discussion at regular meetings of the Consortium need not be limited to matters set forth in the agenda.

D. Executive Sessions. All meetings shall be open to the public as provided in the Colorado Open Meetings Law, C.R.S. 24-6-401 *et seq.*, or any successor statute thereto, unless two thirds ($\frac{2}{3}$) of the quorum present votes to hold a closed executive session for the purposes, and in accordance with the procedures, set forth in the Open Meetings Law or any successor statute thereto.

11. NEW MEMBERS. After the effective date of this Agreement, additional governmental entities may become Members of the Consortium upon application to, and approval by, the Board of Directors. Approval by the Board of additional Members shall be conditioned upon the following:

(A) Reimbursement. Reimbursement by the new Members of the Consortium for the expenses of the Consortium resulting from addition of the new Member, including, but not limited to, reasonable attorneys' fees, consultants' fees, accountants' fees, engineering fees and all other such reasonable out-of-pocket expenses as may be incurred.

(B) Adoption. Adoption by the duly elected governing body of the new Member of this Agreement, and such resolutions and ordinances as shall be appropriate to permit the new Member to participate in the Consortium, and the Consortium to operate, in a manner that is consistent with the existing operation of the Consortium.

(C) Compliance. Compliance by the new Member with such other conditions as may be determined appropriate by the Board of Directors before such new Member is admitted as a Member of the Consortium.

(D) Eligibility. Other governmental units with authority to grant franchises or interest in communications franchising within the greater Denver metropolitan area shall be eligible to become Members in the Consortium.

12. WITHDRAWAL. Any Member may withdraw from this Agreement by filing written notice of its intention to do so with the central communications address of the Consortium and each of the other Members. Termination will take effect for the purposes of contributions on January 1st of any year, provided there is at least three weeks advance notice. The withdrawal of any Member from this Agreement shall in no way affect the rights and obligations of the remaining Members, except as agreed upon between the remaining Members. Members withdrawing from this Agreement are not entitled to the return of any funds contributed to the Consortium for the Operating Budget, nor to the return of any materials or supplies contributed to the Consortium. Members shall be entitled to the return of a pro rata share of the unexpended and uncommitted portions of any special budgets within three weeks after the effective date of termination. Members are free to enter into negotiations with their cable system operator(s) independently of the Consortium and this shall not be considered withdrawal.

13. TERMINATION AND DISPOSITION OF PROPERTY. This Agreement shall be deemed terminated when only one Member continues to participate in the Consortium, or when all participating Members choose to terminate it. Upon termination, all assets and the remainder of the Operating Budget shall be distributed to the Members still active at the time of termination or continuing to participate on a pro rata basis and in proportion to each Member's financial participation during the prior fiscal year. The remainder of any special budgets shall be distributed to those Members who contributed to the special budget in proportion to their contribution.

14. COOPERATION AND PUBLIC CHARGE. The parties hereby agree that they shall cooperate so far as possible within the constraints of applicable law to effectuate the intent of this Agreement. Members are encouraged but shall not be required to contribute available personnel or employee time, and other available resources without cost to the Consortium. The Consortium shall at all times act within conformity with all applicable laws, statutes and regulations, including equal opportunity provisions, and Members and their Directors agree that they will make decisions and act in accordance with the public interest, so as to best benefit their citizens and subscribers.

15. EFFECTIVE DATE AND TERM. This Agreement shall become effective when it has been duly authorized by at least three of the parties and executed originals of this Agreement and other appropriate documents evidencing such approval, have been filed at the central communications address of the Consortium with copies to the other Members as provided above. This Agreement shall continue in effect through the month of June following the effective date and thereafter from year-to-year, or until termination in accordance with the terms hereof.

16. INSURANCE AND HOLD HARMLESS. The Consortium shall be responsible for any insurance necessary for its operation. No Member, and no Director, shall be liable for claims because of participation in, or as the result of any action or omission by, the Consortium. Without waiving the protection of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq, the Consortium shall, at its sole expense, defend and indemnify Members and Directors against any and all claims, judgments, losses, demands, and costs in any way arising out of this Agreement to the extent such claims, judgments, losses, demands and costs are not barred by the Colorado Governmental Immunity Act.

17. SEVERABILITY. Should any part, term, or provision of this Agreement be by any agency or court of competent jurisdiction declared to be illegal or in conflict with any law whatsoever, or otherwise rendered unenforceable or ineffectual, the remaining portions or provisions of this Agreement shall nonetheless remain in effect and the Members each agree that they would have entered into each provision of this Agreement separately even if none of the other provisions had been included.

18. AMENDMENT. This Agreement may be amended by the two-thirds majority vote of the entire membership, based upon each Member being entitled to one vote.

19. REPORTING AND RECORD KEEPING. The Consortium shall report all proposed amendments of this Agreement or any bylaws promulgated pursuant to this Agreement, any meeting changes, changes in budget, and any information important to the operation of this Agreement to the Directors of each Member promptly. All documents required to be made available under any local, state, or federal law or regulation shall be deposited at the central communications address as set forth in Section 2, above. Once annually, the Board shall engage an independent accounting firm to perform an audit of the budget of the Consortium, which audit shall be distributed to each Member in summary form. All such documents and any and all documents maintained by, or pertaining to, the

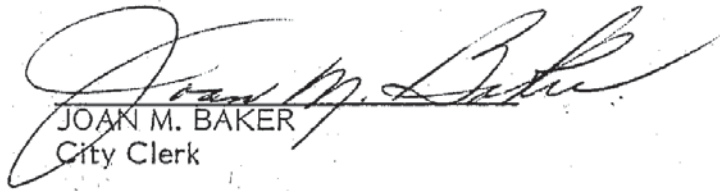
Consortium shall be available upon reasonable notice for inspection by any Member.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement below on the date first above written.

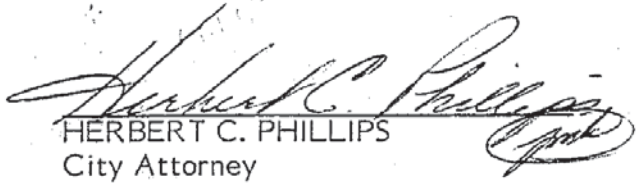
CITY OF NORTHGLENN, COLORADO

by 
D. L. PARSONS
Mayor

ATTEST:


JOANI M. BAKER
City Clerk

APPROVED AS TO FORM:


HERBERT C. PHILLIPS
City Attorney

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-100
Series of 2012

Series of 2012

A RESOLUTION AUTHORIZING THE EXECUTION OF THE CONSENT TO THE PLAN OF CONVERSION OF THE GREATER METRO TELECOMMUNICATIONS CONSORTIUM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Consent to the Plan of Conversion of the Greater Metro Telecommunications Consortium, attached hereto as **Exhibit A**, is hereby approved and the City Manager is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2012.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**WRITTEN UNANIMOUS CONSENT TO ACTION
WITHOUT A MEETING OF THE DIRECTORS OF THE
GREATER METRO TELECOMMUNICATIONS CONSORTIUM**

Effective: _____, 2012

The undersigned, being all of the Directors of the Greater Metro Telecommunications Consortium, a Colorado intergovernmental entity (the "Consortium"), do hereby take the following actions by unanimous consent in lieu of a meeting effective _____, 2012.

The only order of business before the Directors is approval of the conversion of the Consortium into a Colorado Nonprofit Corporation. The conversion of the Consortium from an intergovernmental entity into a nonprofit corporation will allow the Consortium greater flexibility in its work with Colorado local governments in communications and utilities matters and in its day-to-day operations. It is the intent of the resulting nonprofit corporation to honor all liabilities associated with or encumbered by the Consortium and to honor all contracts and agreements entered into by or on behalf of the Consortium.

A Plan of Conversion detailing the specific aspects of the subject conversion is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED, that the Directors unanimously agree to convert the Consortium into a Colorado Nonprofit Corporation pursuant to the attached Plan of Conversion;

FURTHER RESOLVED, that the Directors are hereby authorized to take such additional actions, and execute such additional documents as may be necessary to carry out the above described resolution; and

FURTHER RESOLVED, that the signing of this Consent shall constitute full consent to, ratification thereof, and waiver of notice of the time, place and purpose of this Written Unanimous Consent to Action Without a Meeting of the Directors of the Consortium.

It is understood that this Written Unanimous Consent to Action Without a Meeting of the Directors shall have the same force and effect as the unanimous vote of the Directors at a regular or special meeting and shall be effective without any further action as of the date listed above.

Director

GMTC Member Jurisdiction

**PLAN OF CONVERSION
CONVERTING THE
GREATER METRO TELECOMMUNICATIONS CONSORTIUM
INTO
COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE**

THIS PLAN OF CONVERSION, is dated effective _____, 2012, and is made by and between the GREATER METRO TELECOMMUNICATIONS CONSORTIUM, a Colorado intergovernmental entity, and COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE, a Colorado nonprofit corporation.

THIS IS TO CERTIFY:

FIRST: The GREATER METRO TELECOMMUNICATIONS CONSORTIUM, an intergovernmental entity organized and existing under the laws of the State of Colorado (hereafter sometimes referred to as the “Converting Entity”), and COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE, a nonprofit corporation which is being incorporated and which will exist under the laws of the State of Colorado (hereafter sometimes referred to as the “Resulting Entity”), agree that the Converting Entity shall be converted into the Resulting Entity. The terms and conditions of the conversion and the mode of carrying same into effect are as herein set forth in this Plan of Conversion.

SECOND: The Members’ interests of the Converting Entity shall be converted into the same respective category of Members’ interests in the Resulting Entity (as such interests are more specifically described in the Resulting Entity’s proposed Bylaws, a true and correct copy of which are attached hereto as Appendix A).

THIRD: This Plan of Conversion was unanimously approved by the Directors of the Converting Entity effective _____, 2012. The Directors of the Converting Entity are hereby authorized and directed to file with the Colorado Secretary of State a Statement of Conversion and Articles of Incorporation for the Resulting Entity upon the effective date of the conversion.

FOURTH: The effective date of the conversion is _____, 2012.

FIFTH: Upon the effective date of the conversion:

(a) the assets and liabilities of the Converting Entity shall be taken up on the books of the Resulting Entity at the amount at which they shall at that time be carried on

the books of the Converting Entity, subject to such adjustments, if any, as may be necessary to conform to the Resulting Entity's accounting procedures; and

(b) to the extent consistent with applicable law, all of the rights, privileges, immunities, powers, and purposes of the Converting Entity and all property, real, personal and mixed, and all debts due to the Converting Entity on whichever account shall be vested in the Resulting Entity, and all property rights, privileges, immunities, powers, and purposes, and every other interest shall be thereafter as effectually the property of the Resulting Entity as they were of the Converting Entity, and all debts, liabilities, obligations and duties of the Converting Entity shall thenceforth attach to the Resulting Entity and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

IN WITNESS WHEREOF, the parties have caused this Plan of Conversion to be executed by a duly authorized representative.

GREATER METRO TELECOMMUNICATIONS CONSORTIUM, a Colorado Intergovernmental entity

By: _____
Print Name: _____
Title: _____

COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE, a Colorado nonprofit corporation

By: _____
Print Name: _____
Title: _____