

**RECONSTITUTED AND AMENDED**  
**INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE**  
**PLAINS TO PEAKS REGIONAL**  
**EMERGENCY MEDICAL AND TRAUMA ADVISORY COUNCIL**

Formatted: Font: Bold

Formatted: Font: Bold

**CHEYENNE COUNTY RESOLUTION NUMBER:**  
**EL PASO COUNTY RESOLUTION NUMBER:**  
**KIT CARSON COUNTY RESOLUTION NUMBER:**  
**LINCOLN COUNTY RESOLUTION NUMBER:**  
**TELLER COUNTY RESOLUTION NUMBER:**

Formatted: Font: Bold

Formatted: Left

Formatted: Font: Bold

Formatted: Justified, Indent: First line: 0"

Comment [t1]: We will need to change the date

Formatted: Superscript

**THIS AGREEMENT to reconstitute and amend the previous Intergovernmental Agreement**  
**Establishing the Plains to Peaks Region Emergency Medical and Trauma Advisory Council** is  
entered into this ~~1<sup>st</sup> day of November 2000~~ 1<sup>st</sup> day of March 2012, (first day after  
**final approval of all counties**) by and among the Board of County Commissioners of ~~the County~~  
~~of Cheyenne, Colorado (herein "Cheyenne"), the Board of County Commissioners of the County~~  
~~of El Paso, Colorado (herein "El Paso"), the Board of County Commissioners of the County of~~  
~~Kit Carson, Colorado (herein "Kit Carson"), the Board of County Commissioners of the County~~  
~~of Lincoln, Colorado (herein "Lincoln"), and the Board of County Commissioners of the County~~  
~~of Teller Counties, Colorado (herein "Teller"), referred to collectively herein as the "County"~~  
~~or "Counties".~~

Formatted: Font: Bold

Formatted: Justified

**WHEREAS, the Counties did originally agree to establish and support the Plains to Peaks**  
**Regional Emergency Medical and Trauma Advisory Council by means of the**  
**intergovernmental agreement titled: Intergovernmental Agreement**  
**Establishing the Plains to Peaks Regional Emergency Medical and Trauma**  
**Advisory Council dated November 1, 2000.**

**WHEREAS, the General Assembly of the State of Colorado enacted the** ~~Statewide-statewide-~~  
~~Colorado Emergency Medical and Trauma Services Care System Act ("Act"),~~  
Section 25-3.5-~~701~~101, et seq., C.R.S.; and

Formatted: Font: Bold

Formatted: Justified

**WHEREAS, the Act mandates that the Colorado State Board of Health adopt rules specifying**  
that the governing body of each county or city and county throughout the state shall  
establish a regional emergency medical and trauma advisory council (herein  
**"RETACRETAC"**) with the governing body of four or more other counties, or with  
the governing body of a city and county, to form a multicounty RETAC; and

Formatted: Font: Bold

**WHEREAS, the Counties continue to recognize that appropriate care for those persons**  
experiencing a medical emergency or traumatic injury is advisable; and

Formatted: Font: Bold

**WHEREAS, the Counties continue to share a cooperative spirit to determine if the benefits and**  
advantages of an effective emergency medical and trauma system are greater by  
working together; and

Formatted: Font: Bold

**WHEREAS**, the Counties continue to support the legislative directive and will extend their best reasonable efforts to implement the legislative directive consistent with the funding appropriated by the State of Colorado, or other sources designated for this purpose; and

Formatted: Font: Bold

**WHEREAS**, pursuant to the provisions of Section 18 of Article XIV of the Constitution of the State of Colorado and Section 29-1-203, C.R.S., as amended, ~~Cheyenne, El Paso, Kit Carson, Lincoln and Teller~~ the Counties may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each county.

Formatted: Font: Bold

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations expressed herein, it is agreed by and between the Counties hereto as follows:

Formatted: Font: Bold

The Counties continue to agree to jointly support the original establishment of a RETAC to recommend a regional emergency medical and trauma service plan for the Counties and satisfy any other statutory or regulatory requirements and obligations of the Counties pursuant to the Emergency Medical Services Act, Section 25-3.5-101 et seq., C.R.S. and the Statewide Trauma Care System Act, Section 25-3.5-701 et seq., C.R.S. or as expressly delegated by the Counties.

Formatted: Justified, Indent: First line: 0"

This RETAC shall continue to be known to all interested parties as the "Plains to Peaks Regional Emergency Medical and Trauma Advisory Council" here in after referred to as the "PP-RETAC".

Formatted: Justified, Indent: First line: 0"

The ~~Plains to Peaks~~ PP-RETAC shall equitably represent the interests of Cheyenne, El Paso, Kit Carson, Lincoln and Teller Counties.

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

The Board of County Commissioners (BoCC) for each County will appoint two Council Members (Members) to the PP-RETAC, one being a representative of local government and one being a representative of the prehospital community. The governing or corporate board for each health care system in the Counties operating one or more trauma center(s) designated by the State of Colorado as a level I, II, III, IV, ~~or V,~~ OR A LICENSED ACUTE CARE OR CRITICAL ACCESS CARE HOSPITAL on the effective date of this agreement will may appoint one ~~member~~ Member. RETACPP-RETAC members ~~Members~~ will serve an indeterminate term at the pleasure of their appointing authority and the appointing authority may remove or replace a ~~member~~ Member at will. The appointing authority shall notify the RETAC in writing of appointments, removals or resignations. The appointing authority shall appoint a new representative within thirty (30) days following the removal or notice of resignation. The appointing authorities are encouraged to consider the diversity of interests in the community and coordinate their appointments to maximize the breadth and depth of representation. Each RETACPP-RETAC member may designate, in writing, an alternate who can vote in the member's absence. Additional ~~members~~ Members from counties petitioning to join the region or from trauma centers, acute or critical access care hospitals designated after the effective date of this agreement may only be added with the unanimous consent of the Counties ~~Members~~. The RETACPP-RETAC may appoint ex-officio ~~members~~ Members as it

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

Comment [KS2]: This is an attempt to continue to include rural facilities who may at some point drop their trauma designation but it is not intended to include clinics, urgent cares, etc.

so deems necessary. Ex-officio ~~members~~Members shall have no voting rights and shall not be counted to constitute a quorum.

~~PP-RETAC Members are defined as those two (2) specifically designated persons by each of the member Counties and those one (1) persons specifically designated by the governing or corporate board for each healthcare system as described in the paragraph above. Each member~~Member of the Plains to Peaks RETAC shall have one (1) vote. A ~~meeting~~ quorum of ~~the of the RETAC~~PP-RETAC shall be as established in the Bylaws for the PP-RETAC. ~~consist of a majority of the RETAC's members.~~ The affirmative vote of a majority of the ~~RETAC~~PP-RETAC ~~members~~Members present shall be required for the ~~RETAC~~PP-RETAC to take any action.

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

Comment [t3]: Kim, This is not clear to me - is it a majority of members or a majority of "Counties" represented?

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

~~The~~ ~~The Plains to Peaks RETAC~~PP-RETAC shall ~~adopt~~has adopted Bylaws ~~that as necessary for the~~directs the mission and -conduct of the ~~RETAC~~RETAC's -meetings, functions and operations. These Bylaws may, from time to time, be amended by majority vote of PP-RETAC Members ~~within ninety (90) days after the effective date of this agreement or appointment of the members~~ so long as such Bylaws ~~revisions are~~remain consistent and ~~are~~ not in conflict with the provisions of this agreement.

Comment [t4]: This has already been done and should be amended to show this change

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

The ~~Plains to Peaks RETAC~~PP-RETAC shall elect a Chairperson, Vice Chairperson and Secretary-Treasurer from its ~~voting members~~Members. These officers shall serve for terms of one year and perform the duties normal for their office.

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

The ~~Plains to Peaks RETAC~~PP-RETAC shall meet at least once in each calendar quarter at such time and place as the ~~RETAC~~PP-RETAC shall decide. ~~The meeting site will rotate between the Counties~~Locations of the meeting for the PP-RETAC shall be as determined by mutual ~~agreement of the Members.~~

Comment [t5]: With the economy not getting better should we amend this to be the location as determined by its members?

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

All meetings of the ~~Plains to Peaks RETAC~~PP-RETAC where business is discussed or at which formal action may be taken shall be open to the public and subject to the Colorado Open Meetings Law, Section 24-6-401, et seq., C.R.S. Notices of all regular and special meetings shall include an agenda and shall be posted ~~in a~~at designated public places ~~within each of the five Counties~~ no less than twenty-four (24) hours prior to the meeting. ~~Council members~~Members may attend meetings via teleconference or any other means as made available and as approved by the Membership as long as Members are able to hear and be heard. ~~as available but~~Each Member will be required to attend at least one meeting annually in person.

Formatted: Justified

The ~~Plains to Peaks RETAC~~PP-RETAC shall keep minutes of its proceedings showing the presence or absence of each ~~m~~Member and the vote of each ~~member~~Member upon every motion. Failure to vote and any abstentions shall be noted in the minutes. Minutes and records of the ~~Plains to Peaks RETAC~~PP-RETAC shall be open to ~~the~~public ~~inspection~~ and subject to the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S.

The ~~Plains to Peaks RETAC~~PP-RETAC is limited in its spending authority to the annual total budget approved by the ~~RETAC~~PP-RETAC. Annual expenditures shall not exceed revenues,

including any reserve funds, as approved by the RETACPP-RETAC. The RETACPP-RETAC shall adhere to generally accepted accounting principles and Colorado law.

The Counties agree that ~~the no less than~~ fifteen thousand dollars (\$15,000) per County, or other amounts appropriated by the State of Colorado, is distributed to the RETACPP-RETAC by the State of Colorado on and after July 1, 2002 from the state EMS account pursuant to 25-3.5-603(2.53)(II)(b)(I) C.R.S. for planning and, to the extent possible, coordination of emergency medical and trauma services in the county and between counties when such coordination would provide for better service geographically. These funds will be passed through appropriated to each county and allocated following an approved request from that counties designated representatives to the Counties. Each County will maintain its discretion over the expenditure and use of the funds allocated to their individual County for ~~the~~ purposes allowed by law to include appropriating additional sums of money from the individual county designated fund accounts to support the ongoing operations of the PP-RETAC. All appropriations of such county designated funding allocated to the PP-RETAC operations must be approved by majority vote of each of the counties Members. The Counties also agree that the seventy-five thousand dollars (\$75,000), or other amounts appropriated by the State of Colorado, distributed to the RETACPP-RETAC by the State of Colorado on and after July 1, 2002 from the state EMS account pursuant to 25-3.5-603(2.53)(b)(I) C.R.S. will be allocated to the RETACPP-RETAC to fund capital costs, costs of special services or maintenance and operating costs of the RETACPP-RETAC for the benefit of the Counties.

No later than ~~October 1~~ April 1 of each year, the RETACPP-RETAC shall prepare a proposed annual budget for the next fiscal year and shall submit a copy to each of the Council Members and submitted to the Counties for comment. ~~the Counties.~~ The proposed annual budget shall be balanced, shall conform to the requirements of the Local Government Budget Law of Colorado, Section 29-1-101, et seq., C.R.S. and shall include, at a minimum, a detailed estimate of all proposed expenditures, anticipated revenues and any requested contribution to be made by the Counties. The proposed annual budget shall contain a statement of the level of service the RETACPP-RETAC anticipates it will provide for the next fiscal year and shall identify any change in the level of service from the preceding year. The budget for the next fiscal year shall be adopted by the RETACPP-RETAC no later than ~~December 15~~ June 30 of the current year, after review and comment is received from the Counties.

In the event of an unforeseen or unanticipated event, which results in the need for additional funds, the ~~Plains to Peaks~~ RETACPP-RETAC shall prepare a supplemental or amended budget and present a request for supplemental contributions to the Counties for their consideration. Any request for supplemental contributions must be accompanied by documentation supporting the need for the request, alternative courses of action and the impact of not funding the request.

Cheyenne County will continue to serve as the fiscal agent for the RETACPP-RETAC. Cheyenne County shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Uniform Accounting Law, Section 29-1-501, et seq., C.R.S. and generally accepted accounting principles, showing in detail capital costs, costs of special services, maintenance and operating costs and all financial transactions of the RETACPP-RETAC. Cheyenne 's Counties' books of account shall correctly show any and all

**Comment [KS6]:** This is our current practice. I think the other dates were an attempt to have the RETAC work on the same fiscal year as the Counties.

revenues, costs, expenses or charges paid from or to be paid by funds actually received and obtained from federal or state sources, each of the Counties, private contributions or revenue generated by the RETACPP-RETAC's activities. The Counties also agree that Cheyenne County, while serving as the fiscal agent for the PP-RETAC, shall not be held liable to pay or be held financially responsible to pay any obligation(s) whatsoever of any PP-RETAC, member county or any other organizational debts and/or other obligation(s) from funds that have not already been actually received by Cheyenne County to pay such PP RETAC and member obligations. Cheyenne ~~'s~~Counties' ~~books~~financial records pertaining to PP-RETAC funding shall be open to inspection by the Counties and the public upon reasonable notice during normal business hours. Cheyenne County shall provide for the auditing of all books and accounts and other financial records of the RETACPP-RETAC on an annual basis in accordance with the Colorado Local Government Audit Law, Section 29-1-601, et seq., C.R.S., by an independent Certified Public Accountant selected by Cheyenne County. The audit costs directly attributable to the RETACPP-RETAC shall be a routine operating expense borne by the RETACPP-RETAC. The audit shall be supplied to the Counties upon request.

Notwithstanding anything in this agreement to the contrary, financial obligations of the respective Counties to make requested contributions to the RETACPP-RETAC are expressly contingent upon funds for the intended purposes herein being appropriated, budgeted and otherwise made available. In the event that funds are not appropriated in whole or in part sufficient for satisfaction of any County's requested contribution under this agreement, or appropriated funds may not be expended due to a County's spending limitation under Article X, Section 20, of the Colorado Constitution, then the non-funding party may terminate its participation in this agreement and such termination shall not be deemed a default or breach of this agreement by such party. This section of the agreement shall control and supersede all other provisions of this agreement inconsistent therewith. It is the intention of the Counties that the annual appropriation requirements set forth in this agreement shall bring this agreement and any renewals into compliance with Article X, Section 20, of the Colorado Constitution.

The ~~Plains to Peaks~~ RETACPP-RETAC is directed, on or before January 1, 2003 and every other year thereafter, to submit its recommended regional emergency medical and trauma system plan for approval by the Counties. The plan shall conform to the requirements of Section 25-3.5-704(2)(c) C.R.S. and other requirements duly established by the Colorado Board of Health and the Colorado Department of Public Health and Environment. The RETACPP-RETAC shall secure approval from the Counties and submit the approved plan to the Colorado State Emergency Medical and Trauma Services Advisory Council ~~by July 1, 2003~~ as required by Section 25-3.5-704(2.5)(b) C.R.S. statute. Subsequent recommended plans shall be prepared and submitted for approval by the Counties not less than three (3) months prior to their required date for submission to the Colorado State Emergency Medical and Trauma Services Advisory Council.

In addition to any issues the Colorado State Board of Health requires be addressed, the regional emergency medical and trauma system plan as recommended and submitted by the RETACPP-RETAC shall meet or exceed all expected contractual deliverables and address the following issues:

**Comment [KS7]:** It seems like this whole paragraph could be replaced with something more current such as agreeing to meet or exceed all contract deliverables.

**Formatted:** Justified, Indent: First line: 0"

1. ~~(A)~~ The provision of minimum services and care at the most appropriate facilities in response to the following factors: facility-established triage and transport plans; interfacility transfer agreements; geographical barriers; population density; emergency medical services and trauma care resources; and accessibility to designated facilities;
2. ~~(B)~~ The level of commitment of counties and cities and counties under a regional emergency medical and trauma system plan to cooperate in the development and implementation of a statewide communications system and the statewide emergency medical and trauma care system;
3. ~~(C)~~ The methods for ensuring facility and county or city and county adherence to the regional emergency medical and trauma system plan, compliance with Colorado Board of Health rules and procedures, and commitment to a continuing quality improvement system;
4. ~~(D)~~ A description of public information, education, and prevention programs to be provided for the area;
5. ~~(E)~~ A description of the functions that will be contracted services; and
6. ~~(F)~~ The identification of regional emergency medical and trauma system needs through the use of a needs assessment instrument developed by the Colorado Department of Public Health and Environment; except that the use of such instrument shall be subject to approval by the Counties.

Formatted: Justified, Indent: Left: 0.25", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.38" + Indent at: 0.63"

The ~~Plains to Peaks RETACPP-RETAC~~ shall submit a report to the ~~Board of County CommissionersBoCC~~ for each County in the ~~RETACregion~~ not later than October 1 each year. The report will demonstrate the ~~RETACPP-RETAC~~'s accomplishments to date and list the goals of the ~~RETACPP-RETAC~~ for the coming year. ~~The RETAC may substitute the approved regional emergency medical and trauma system plan to meet this requirement, with the unanimous consent of the Counties.~~

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

Any notice required hereunder shall be given in writing and shall be sufficient if deposited in the United States Mail, postage prepaid to:

Comment [KS8]: Other than providing the approved Biennial Plan, we've not done this in the past.

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

Formatted: Justified

Chairperson, Cheyenne County Board of County Commissioners  
Post Office Box 567  
Cheyenne Wells, Colorado 80810-0567

Chairperson, El Paso County Board of County Commissioners  
27 East Vermijo Avenue  
Colorado Springs, Colorado 80903-22008

Chairperson, Kit Carson County Board of County Commissioners  
286 Sixteenth Street  
Burlington, Colorado 80807

Chairperson, Lincoln County Board of County Commissioners  
Post Office Box 39  
Hugo, Colorado 80821-0039

Chairperson, Teller County Board of County Commissioners  
Post Office Box 959  
Cripple Creek, Colorado 80813

The Counties promise to reasonably cooperate and collaborate with one another in the formation, development and operation of the Plains to Peaks ongoing operations of the RETACPP-RETAC as set forth herein. Whenever any provision of this agreement requires consent or approval of the Counties, consent or approval shall not be unreasonably withheld.

Formatted: Justified, Indent: First line: 0"

Any County party to this agreement may terminate its participation with or without reason upon at least sixty (60) days prior written notice to the PP-PETAC, the other Counties and the Colorado State Emergency Medical and Trauma Services Advisory Council. The Counties agree that if the County terminating its participation without cause in the PP-RETAC had appropriated funds from its county designated account to support the operational functions of the for the RETACPP-RETAC, such funds will continue to be contributed to the RETACPP-RETAC during the notice of termination period. The Counties agree that the RETACPP-RETAC will continue to provide services during the notice of termination period.

Formatted: Justified

Formatted: Justified, Indent: First line: 0"

After notice of termination, the Counties thereafter agree to reasonably negotiate a division of assets. The Counties intend that such division of assets, to the extent possible will ensure that the Counties continuing their participation maintain a viable RETACPP-RETAC.

Formatted: Justified

The RETACPP-RETAC may be dissolved by a majority vote of the Counties. Upon dissolution of the RETACPP-RETAC, the Counties thereafter agree to reasonably negotiate an equitable division of assets unless prohibited by law or contractual agreement.

Nothing contained herein shall make or be construed to make the Plains to Peaks RETACPP-RETAC, Cheyenne, El Paso, Kit Carson, Lincoln or Teller, a partner of any of the others, nor is this agreement intended to create a separate governmental entity as the term is defined in Article I, Title 29, C.R.S.

This agreement embodies the entire agreement about its subject matter among the Counties and supersedes all prior agreements and understandings, if any. No alterations, amendments or modifications hereof shall be valid unless executed by an instrument in writing by the Counties with the same formality as this agreement. Neither this agreement, nor any term hereof, can be changed, modified or abandoned, in whole or in part, except by an instrument in writing signed by all of the Counties, and no prior, contemporary or subsequent oral agreement shall have any validity whatsoever.

If any clause or provision herein shall be adjudged to be insubstantial and invalid by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the agreement as a whole and all other clauses and provisions shall be given full force and effect.

This agreement shall be subject to and shall be interpreted under the laws of the State of Colorado.

It is expressly understood and agreed that enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Counties, and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third person or entity on such agreement. It is the express intention of the Counties that any person or entity, other than the Counties that are parties to this Agreement, receiving services or benefits under this agreement shall be deemed to be incidental beneficiaries only.

No County shall assign any of the rights nor delegate any of the duties created by this agreement without the written consent of the other Counties.

**IN WITNESS WHEREOF**, the Counties have caused this agreement to be executed on the date first written herein.

Formatted: Font: Bold

Formatted: Indent: First line: 0"

**ATTEST:** **BOARD OF COUNTY COMMISSIONERS OF CHEYENNE COUNTY, COLORADO**

Formatted: Font: Bold

Formatted: Font: Bold

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairperson

**ATTEST:** **BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO**

Formatted: Font: Bold

By: \_\_\_\_\_  
Deputy County Clerk

By: \_\_\_\_\_  
Chairperson

**ATTEST:** **BOARD OF COUNTY COMMISSIONERS OF KIT CARSON COUNTY, COLORADO**

Formatted: Font: Bold

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairperson

**ATTEST:** **BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, COLORADO**

Formatted: Font: Bold

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairperson

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF TELLER COUNTY, COLORADO**

Formatted: Font: Bold

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chairperson